



**NOTICE OF A MEETING OF THE  
CITY OF HOLLADAY CITY COUNCIL  
THURSDAY, NOVEMBER 6, 2025**

**5:00 p.m.** **Council Dinner** – *Council members will be eating dinner. No city business will be discussed.*

**5:30 p.m.** **Briefing Session** - *The Council will review and discuss the agenda items; NO decisions will be made*

**PUBLIC NOTICE IS HEREBY GIVEN** that the Holladay City Council will hold a Council meeting on **Thursday, November 6, 2025, at 6:00 pm**. Members of the Council may participate by electronic means if needed. The Council Chambers shall serve as the anchor location.

*\*Agenda items may be moved in order, sequence and time to meet the needs of the Council*

All documents available to the City Council are accessible on the City's website or linked in this agenda. Interested parties are encouraged to watch the **live video stream** of the meeting - [agendas/https://holladayut.gov/government/agendas\\_and\\_minutes.php](https://holladayut.gov/government/agendas_and_minutes.php)

Citizens desiring to make public comments or to make comments during any public hearing may provide such comments as follows:

1. **In-person attendance:** at Holladay City Hall
2. **Email** your comments by 5:00 pm on the date of the meeting to [scarlson@cityofholladay.com](mailto:scarlson@cityofholladay.com)

**AGENDA**

- I. **Welcome** – Mayor Dahle
- II. **Pledge of Allegiance**
- III. **Public Comments**  
*Any person wishing to comment on any item not otherwise on the agenda may provide their comment via email to the Council before 5:00 p.m. on the day of the meeting to [scarlson@holladayut.gov](mailto:scarlson@holladayut.gov) with the subject line: Public Comment. Comments are subject to the Public Comment Policy set forth below*
- IV. **PTA 100 yr Presentation & Proclamation**
- V. **Public Hearing on General Plan Update – “Holladay Horizons”**  
*(2025 update to the existing General Plan)*
- VI. **Consideration of Resolution 2025-25 Notifying The Judicial Council of the State of Utah of the Intent to Expand the Jurisdiction of the Holladay Justice Court to Include the Corporate Boundaries of Brighton City**

VII. ***Consideration of Resolution 2025-26 Approving an Interlocal Agreement with Brighton City for Justice Court Services***

VIII. ***Consent Agenda***

- a. Approval of Minutes – Aug. 8 & 28, Sept. 11 & 18, 2025

IX. ***City Manager Report - Gina Chamness***

X. ***Council Reports & District Issues***

- a. *Salt Lake Valley Mosquito Dist. Tax Increase- Council Member Brewer*

XI. ***Recess City Council in a Work Meeting:***

- a. ***Discussion on General Plan – Jon***

- b. ***Business License Fee Study Presentation – Fred Philpot***

- c. ***Discussion & Review of Title 3 Amendments - Gina***

- d. ***Discussion on Affordable Housing at Holladay Hills- Gina***

- e. ***Calendar***

Board of Canvass mtg – Nov. 18 @ 4pm

Council Meetings – Nov. 20, Dec. 4 & 11

Speaker Series – Nov. 10 @ 7pm

Interfaith Thanksgiving Service – Nov. 16@ 7pm

Tree Lighting – Dec. 1 @ 5:30-7:00 pm

XII. ***Closed Session for the Purpose(s) Described in U.C.A. 52-4-204 and 205 (if needed)***

XIII. ***Adjourn***

**Public Comment Policy & Procedure:** During each regular Council Meeting there will be a Public Comment Time. The purpose of the Public Comment Time is to allow citizen's access to the Council. Citizens requesting to address the Council will be asked to complete a written request form and present it to the City Recorder. In general, the Chairman will allow an individual three minutes to address the Council. A spokesman, recognized as representing a group in attendance, may be allowed up to five minutes. Comments which cannot be made within these time limits should be submitted in writing to the City Recorder prior to noon the day before the meeting so they can be copied and distributed to the Council. At the conclusion of the Citizen Comment time, the Chairman may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all Public Hearings.

***CERTIFICATE OF POSTING***

*I, Stephanie N. Carlson, the City Recorder of the City of Holladay, certify that the above agenda notice was posted at City Hall, the City website [www.holladayut.gov](http://www.holladayut.gov), the Utah Public Notice website [www.utah.gov/pmn](http://www.utah.gov/pmn), and was emailed to the Salt Lake Tribune and Desert News and others who have indicated interest.*

***DATE POSTED: Monday, November 3, 2025***

***Stephanie N. Carlson MMC***  
***City Recorder City of Holladay***

*Reasonable accommodations for individuals with disabilities or those needing language interpretation services can be provided upon request. For assistance, please call the City Recorder's office at 272-9450 at least three days in advance. TTY/TDD number is (801)270-2425 or call Relay Utah at #7-1-1*



1



Two black and white portrait photographs of women. The woman on the left is Margaretta Reeves, and the woman on the right is Lucille Y. Reid.

Margaretta Reeves      Lucille Y. Reid

Annual Convention of the Utah Education Association, Mrs Margaretta Reeves, President of the National Congress of Parents and Teachers was a guest of the Home and School Section of the Utah Education Association. This greeting was sent to the Parent-Teacher associations of Utah at the time: "Greetings to the Parent-Teacher associations of Utah and a hearty welcome into membership in the National Congress of Parents and Teachers."

Oct 1925

2

1925 was not the beginning of Parent Engagement in Utah. Since schools were established right after the pioneers settled, parents have been actively engaged and partnered with schools to best education their children.



When the National Congress was organized in Washington DC, there were three delegates present from the state of Utah, namely: Mrs. C.E. Allen, Mrs. Arthur Brown and Ms. Hannah Sorenson.

3

Our programs are at the heart of what we do—and chances are, you've experienced one without even realizing it was sponsored by PTA! Some of the many programs we support include:

- Arts Grants
- Battle of the Bands
- Leadership Academy
- Reflections
- Ribbon Weeks (Red, Green, White)
- School of Excellence
- Teacher Appreciation Week
- And fun events like Carnivals, Field Days, Class Parties, School Plays & Musicals, and After-School Enrichment



4



Warm lunches were provided for 1200 children who left home early and rode long distances to school in buses. Milk was also provided to undernourished children.

# 1935



5



Utah PTA actively promoted the creation of a suicide prevention center, reinforcing its commitment to addressing youth mental health and combating the rising challenges of youth suicide.

# 1964



6



Sandra Skouson of Monticello, UT passed a resolution through the May 1989 state PTA convention to look into school trust lands and the revenue they should be generating for schools. Utah PTA adopted a position statement that trust lands should be more productive.

# 1989

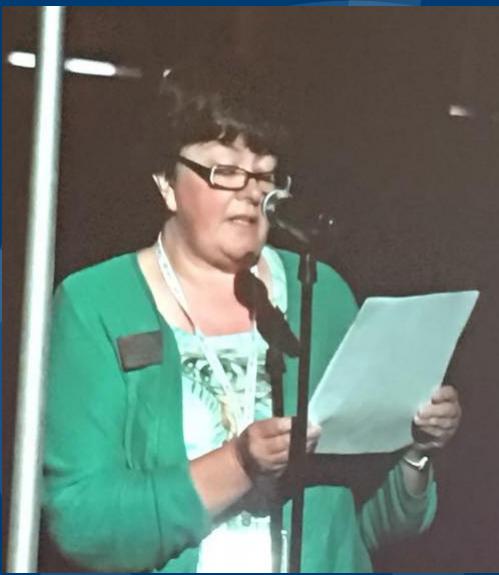
7



Utah voters overwhelmingly rejected HB148 through Referendum 1, reaffirming their commitment to strong public schools. Utah PTA proudly supported this effort, advocating for equitable education for all students.

# 2007

8



Karen Conder presenting her resolution at  
National PTA Convention



National PTA passed Utah PTA  
Resolution "High Expectations  
for Students with Disabilities"

2018

9

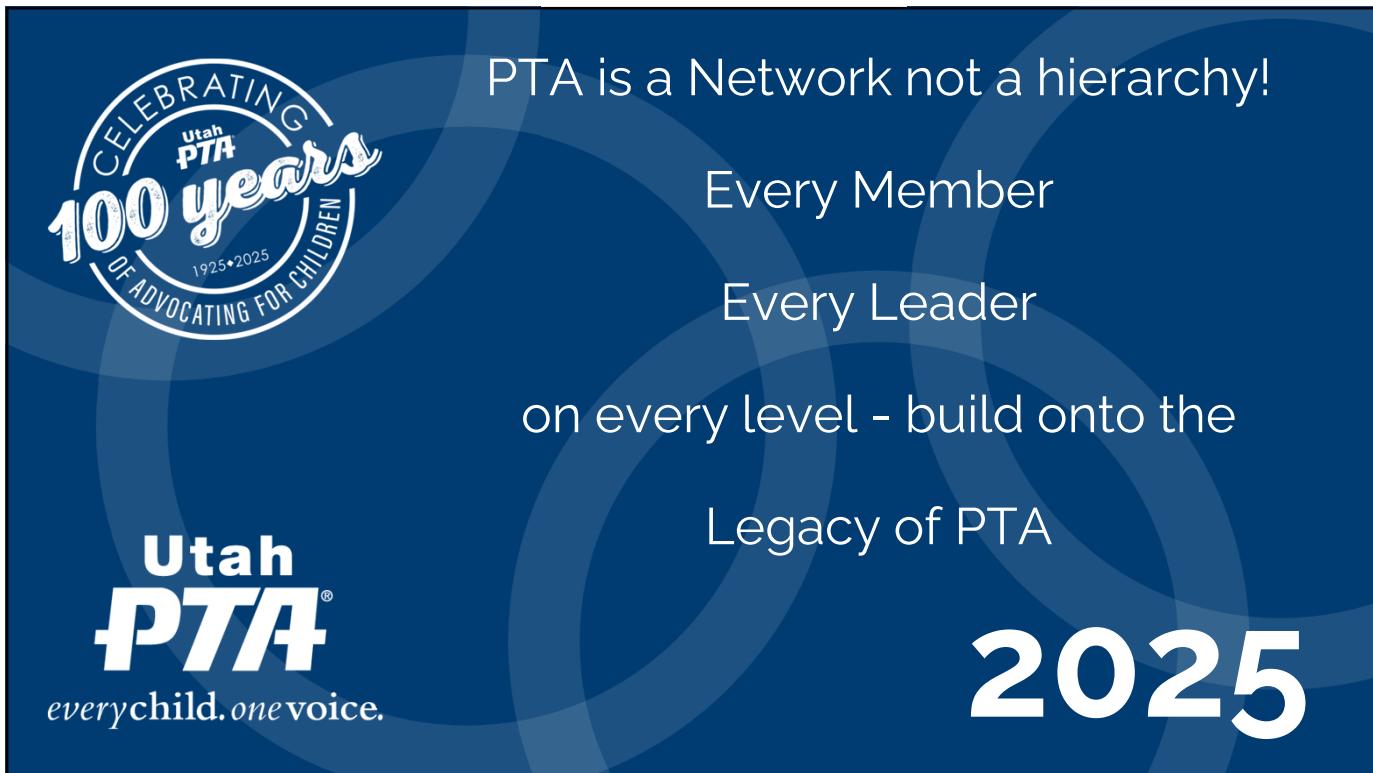
Our Strength, our  
longevity comes from  
our people who do so  
much and often quietly



10



11



12



For a century, Utah PTA has been a steadfast **advocate** for children, families, and education, shaping policies and initiatives that strengthen communities across the state.

As we celebrate 100 years of **dedication**, we honor the countless volunteers, leaders, and advocates who have championed student success, safety, and well-being.

This milestone reflects a **legacy** of impact, collaboration, and unwavering commitment to a brighter future for Utah's youth—here's to the next hundred years of making a difference!

# 2025



13



We are here today to ask all residents to support PTA in your community. There are great schools in our city who need your support.

PTA membership does not mean you have to do anything. Volunteering and meeting attendance is not required. It does mean you support your community and the mission we hold so dear - to make every child's potential a reality!

***Please join us and become a member of a PTA today.***



# 2025

14



## CITY OF HOLLADAY

### A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY RECOGNIZING AND SUPPORTING PARENT TEACHER ASSOCIATIONS (PTAs) IN CITY OF HOLLADAY SCHOOLS AND CELEBRATING THE UTAH PTA CENTENNIAL

**WHEREAS**, the Parent Teacher Association (PTA) is a vital organization that connects families, schools, and communities to support the success and well-being of every child; and

**WHEREAS**, the PTAs in City of Holladay schools provide valuable programs, resources, and volunteer support that strengthen education and build a stronger community; and

**WHEREAS**, involvement in PTA encourages collaboration, leadership, and advocacy for students at all levels; and

**WHEREAS**, in October 1925, at the annual convention of the Utah Education Association, Margaretta Reeves, President of the National Congress of Parents and Teachers, officially invited the Utah Mother's Congress to join the national organization. Accepting this invitation, Utah became the Utah Congress of Parents and Teachers, with Lucille Young Reid as its first President—marking a new era of parent and family engagement in Utah; and

**WHEREAS**, this centennial year provides an opportunity to reflect on Utah PTA's many accomplishments and celebrate 100 years as a powerful voice for children, a trusted resource for parents, and a strong advocate for public education; and

**WHEREAS**, throughout its history, Utah PTA has been instrumental in establishing programs and services that improve children's lives, including defending public education and ensuring stable funding, advancing parent and family engagement, supporting hot-and-healthy school lunch programs, promoting arts in education, strengthening the juvenile-justice system, and championing school safety; and

**WHEREAS**, today, Utah PTA is the largest volunteer child-advocacy organization in Utah, uniting parents, caregivers, grandparents, educators, and other caring adults in a shared mission to make every child's potential a reality; and

**WHEREAS**, for a century, Utah PTA has left a lasting impact on schools, families, and communities across the state by fostering leadership, empowering voices, and ensuring that generations of children have benefited from stronger educational opportunities, healthier environments, and a greater sense of belonging;

**NOW, THEREFORE, LET IT BE RESOLVED**, that the City Council of the City of Holladay, does hereby proclaim our support of the Parent Teacher Associations serving City of Holladay schools, honor the 100-year legacy of Utah PTA, and encourage all citizens, staff, and elected officials of the City to join and actively support their local PTA in a reaffirmation of the commitment to *Make Every Child's Potential a Reality*.

Signed this 6<sup>th</sup> day of November, 2025.

#### HOLLADAY CITY COUNCIL:

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ROBERT M. DAHLE,  
MAYOR

---

TY BREWER,  
DISTRICT ONE

---

MATT DURHAM,  
DISTRICT TWO

---

PAUL FOTHERINGHAM,  
DISTRICT THREE

---

DREW QUINN,  
DISTRICT FOUR

---

EMILY GRAY,  
DISTRICT FIVE

**CITY OF HOLLADAY**

**RESOLUTION NO. 2025- 25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY NOTIFYING THE JUDICIAL COUNCIL OF THE STATE OF UTAH OF THE INTENT TO EXPAND THE JURISDICTION OF THE HOLLADAY JUSTICE COURT TO INCLUDE THE CORPORATE BOUNDARIES OF BRIGHTON CITY**

**WHEREAS**, Brighton City and the City of Holladay have discussed the expansion of the territorial jurisdiction of the Holladay Justice Court to include the boundaries of Brighton pursuant to a proposed Interlocal Cooperation Agreement for Justice Court Services between the City of Holladay and Brighton; and

**WHEREAS**, pursuant to the provisions of *Utah Code Ann. §78A-7-102(4)*, the City Council of the City of Holladay desires to give notice to the State Judicial Council that pursuant to the proposed dissolution of the Salt Lake County Justice Court which has previously handled cases from within the territorial jurisdiction of Brighton, the Holladay Justice Court desires to expand its territorial jurisdiction to include the boundaries of Brighton;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Holladay as follows:

1. Notice. Notice is hereby given to the State Judicial Council that the City of Holladay desires to expand the territorial jurisdiction of the Holladay Justice Court to include the corporate boundaries of Brighton. The City of Holladay hereby requests the certification of the expansion of the justice court pursuant to the provisions of *Utah Code Ann. §78A-7-102*.

2. Intended Date of Commencement. The City of Holladay hereby states that the intended date for the commencement of operations of the expanded justice court to include the corporate boundaries of Brighton is January 1, 2026.

3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

**PASSED AND APPROVED** this 6<sup>th</sup> day of November, 2025.

**HOLLADAY CITY COUNCIL**

By: \_\_\_\_\_  
Robert Dahle, Mayor

**CITY OF HOLLADAY**

**RESOLUTION NO. 2025-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING  
AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF BRIGHTON AND THE  
CITY OF HOLLADAY RELATING TO JUSTICE COURT SERVICES**

**WHEREAS**, the City of Holladay operates the Holladay Justice Court; and

**WHEREAS**, the Town of Brighton desires to contract with the City of Holladay for justice court services; and

**WHEREAS**, the City Council of the City of Holladay has reviewed an Agreement for Court Services with the Town of Brighton and finds it is in the public interest and will promote the public welfare to approve the agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Holladay as follows:

1. **Approval of Agreement**. The City Council of the City of Holladay hereby approves that certain Agreement for Court Services between the Town of Brighton and the City of Holladay relating to justice court services, attached hereto as Exhibit A and incorporated herein by reference. The Mayor of the City of Holladay is hereby authorized to sign this Agreement on behalf of the City.

2. **Severability**. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

3. **Effective Date**. This Resolution shall become effective immediately upon its approval by the City Council.

**PASSED AND APPROVED** this \_\_\_\_ day of November, 2025.

**HOLLADAY CITY COUNCIL**

By: \_\_\_\_\_  
Robert Dahle, Mayor

## INTERLOCAL COOPERATION AGREEMENT FOR JUSTICE COURT SERVICES

This Agreement made and entered into this \_\_\_\_ day of October, 2025, by and between the CITY OF HOLLADAY, a municipal corporation organized under the laws of the State of Utah ("Holladay"), and the TOWN OF BRIGHTON, a municipal corporation organized under the laws of the State of Utah ("Brighton")

### RECITALS

This Agreement is made and entered into by and between the parties based upon the following recitals:

- A. Section 78A-7-102, *Utah Code Ann.*, enables Holladay to operate a justice court for public convenience and establish, subject to Judicial Council certification, the appropriate jurisdiction for that court. Accordingly, Holladay has established and operates the City of Holladay Municipal Justice Court (the Court).
- B. Brighton has determined to revise its method of assuming local responsibility for the jurisdiction of its justice court by entering into this Agreement with Holladay; and to adjudicate all matters within the jurisdiction of the Town of Brighton Justice Court in the City of Holladay Municipal Justice Court as more particularly provided herein.
- C. The parties are authorized by the Utah Interlocal Cooperation Act as set forth in Title 11, Chapter 13, *Utah Code Ann.*, to enter into this Agreement for the provision of Justice Court services.
- D. The parties desire to enter into an agreement for the provision of justice court services to both jurisdictions under the terms and provisions of this interlocal cooperation agreement.
- E. Holladay is willing to enter into this Agreement and thereby expand its territorial jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Justice Court Services

Holladay shall provide justice court services, including in both criminal and small claims matters, to Brighton pursuant to Section 78A-7- 204(5), *Utah Code Ann.*, through the Court.

2. Territorial Jurisdiction

The jurisdiction of the Court shall extend into the territory within the corporate limits of Brighton and such other territory as authorized by law.

3. Court Jurisdiction

The Court shall have the jurisdiction granted to it by the applicable laws and rules of the State of Utah and, in particular, those granted by Section 78A-7-106, *Utah Code Ann.* The Court shall have the authority to enforce Brighton's ordinances.

4. Justice Court Judge Authority

The judge of the Court shall have such authority as is granted by State law and applicable rules and, in particular, Section 78A-7-104, *Utah Code Ann.*

5. Place of Holding Court

The Court is currently held in a courtroom in Holladay City Hall located at 4580 South 2300 East, Holladay, Utah. The Court may be held elsewhere within the Court's territorial jurisdiction as may be appropriate and reasonable under the circumstances.

6. Certification

Holladay shall ensure that the Court, at all times, meets the minimum requirements for the certification of a justice court as provided in section 78A-7-103, *Utah Code Ann.*

7. Justice Court Judge

a. The Justice Court Judge has been appointed and confirmed in accordance with law.

b. In accordance with Section 78A-7-203, *Utah Code Ann.*, the Justice Court Judge shall be subject to a retention election in which all registered voters within the territorial jurisdiction of the court may vote.

c. The Justice Court Judge must meet the requirements specified in Section 78A-7-201, *Utah Code Ann.*, for Justice Court Judge eligibility and be certified by the Utah Judicial Council to hold office.

d. The Holladay City Council may appoint another Justice Court Judge to serve as a temporary Justice Court Judge in the absence or disqualification of the Justice Court Judge.

e. In the event of a vacancy in the position of justice court judge, Brighton Town Council shall have the right to provide recommendations to the Holladay City Council in its selection and appointment of a new justice court judge by submitting their respective recommendations before a final appointment is made.

8. Court Hours and Facilities

a. All official court business shall be conducted in the courtroom or an office located

in the Holladay City Hall or at another location which is conducive and appropriate to the administration of justice.

b. The hours of the Court shall be posted conspicuously at the Holladay City Hall and at the Brighton Town Hall.

c. The Court shall have regularly scheduled hours at which the judge of the Court shall be present and the hours that the Court shall be open shall be in compliance with any requirements imposed by either State law or the Utah Judicial Council.

9. Copies of Ordinances and Materials

Holladay shall provide the Court with current copies of the Motor Vehicles Laws of the State of Utah, the *Utah Code Annotated*, the Justice Court Manual published by the State Court Administrator's Office, State laws affecting local government, and all ordinances of Holladay, as well as other legal reference materials as may be determined necessary, including updates and supplements. Brighton shall provide the Court with copies of all current Brighton ordinances to be enforced through the Court.

10. Staff and Expenses

a. Adequate, competent, and appropriate staff shall be provided to the Court by Holladay to conduct the business of the Court.

b. Court clerical personnel shall be deemed employees of Holladay and therefore subject to the selection, supervision, discipline and personnel policies and procedures of Holladay.

c. The cost and expenses for travel and training of clerical personnel and training sessions conducted by the Judicial Council shall be the responsibility of Holladay.

d. Holladay shall continue to assume responsibility for all expenses of the Court. In no event shall the capital or operational costs of the Court be considered as a deduction from the percentage of gross revenues to be allocated to Brighton pursuant to Paragraph 14 below.

11. Records

a. The records of the Court shall be maintained at the office of the Court but shall be made available, as required by law, to parties and the general public in accordance with the Government Records Access and Management Act as well as applicable court rules.

b. Brighton and Holladay shall work together to complete the transfer of such records as are necessary and appropriate from the Salt Lake County Justice Court to the Court to implement this Agreement, including records and files of open cases, collections and other relevant matters.

12. Prosecution and Indigent Defense Services

The prosecution of all cases brought before the Court in which Brighton is a party or in which the violation of Brighton ordinances is an issue, as well as all costs associated with providing indigent defense in any such cases, shall be the responsibility of Brighton, in addition to the 50% revenue share allocated to Holladay pursuant to Section 14, below. Brighton will use the Prosecutors provided by Holladay unless Brighton chooses to retain its own prosecutor and indigent defense services.

13. Budget

The Holladay City Council shall review, determine and approve the budget for the Court.

14. Distribution of Gross Revenues

The parties have reviewed and considered the various economic benefits and consequences to both parties and other factors in order to determine the full and unique circumstances of the parties as to the appropriate and reasonable allocation of justice court revenues. Based upon this review and consideration, as well as the negotiations involved, the parties have determined that the allocation of Court gross revenues shall be as follows:

- a. The allocation and distribution of the gross revenues of the Court shall be determined and made monthly on the following basis:
  - i. Fifty per cent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, the Unified Police Department and any other agency which occur within the corporate boundaries of Brighton shall be allocated and distributed to Holladay.
  - ii. Fifty percent (50%) of the gross revenues attributable to citations issued by the Utah Highway Patrol, Unified Police Department and any other agency which occur within the corporate boundaries of Brighton, shall be allocated and distributed to Brighton.
- b. In those cases which are opened in the Salt Lake County Justice Court and which are transferred as open cases to the Court, if a fine has been imposed as part of a sentence and funds are continued to be collected on that case, the allocation of the revenues actually collected shall be 50% to Holladay and 50% to Brighton.
- c. “Gross revenues” means, for the purposes of this Agreement, the total of all fines and filing fees actually received by the Court, but does not include any fines, forfeitures, court or other costs assessed against a party, bail, restitution, program fees or costs allocated to Divisions of state government or the Utah State Treasurer under Utah Code 78A-7-120 including any surcharges received pursuant to Title 51, Chapter 9, Part 4, *Utah Code Ann.*

d. Holladay shall not be obligated to pay, nor shall Brighton be entitled to receive, any interest on the share of the gross revenues allocated and distributed to Brighton.

e. At the end of each three month term during the agreement, Holladay shall perform a review of the cost of services, excepting the cost of prosecution and indigent defense services, provided on cases from Brighton and shall compare that cost with the 50% revenue allocated to Holladay during the same term. In the event the cost of services, excepting prosecution and indigent defense services exceeds the revenue allocated to Holladay for the same term, Brighton shall pay to Holladay the difference. Payment shall be made within 30 days of invoice.

15. Reports

In accordance with Section 78 A-7-215, *Utah Code Ann.*, the Justice Court Judge shall file monthly reports with the Office of the Utah State Court Administrator, with copies to Brighton and Holladay. The report shall include, at the least, the number of cases, the dispositions entered, and other information as specified in forms provided by the State Court Administrator's Office. Annually, the Justice Court Judge shall appear before the Holladay City Council, if requested to do so, for the purpose of making a personal report of the Court and its activities as they pertain to the City and to respond to any inquiries of the City Council. Holladay will invite, with reasonable notice, the Brighton Town Council to attend and participate in the meeting at which the report of the Justice Court Judge is to be given.

16. Effective Date

This Agreement shall become effective as of January 1, 2026.

17. Transition

a. All citations issued on or after January 1, 2026, will be cited and forward to the Court.

b. All cases that are open on January 1, 2026, shall be transferred to the Court.

c. Brighton shall notify all agencies which currently cite cases within Brighton's jurisdiction of the transfer of cases to the Court and the requirement that all citations issued on or after January 1, 2026 be cited into the Court.

18. Term and Termination

a. This Agreement shall be effective for a period of two years and shall continue in effect for the term until terminated by:

i. The mutual consent of the parties; or

- ii. The submission by either party, with or without cause, of a written notice one (1) year prior to the end of the other party's fiscal year.
- b. The termination shall take effect at the end of the noticed party's fiscal year.
- c. This Agreement may be renewed by the parties for three successive renewal terms of two years each..

19. Resolutions of Approval

This interlocal cooperation Agreement shall be conditioned upon adoption by resolution of the legislative body of each party in accordance with Section 11-13-202.5, *Utah Code Ann.*

20. Attorney Opinions

This interlocal cooperation agreement shall be conditioned upon the written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with State law in accordance with Section 11-13-202.5, *Utah Code Ann.*

21. Authorization

The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

ATTEST:

CITY OF HOLLADAY  
a Utah municipal corporation

Signature: \_\_\_\_\_  
Stephanie Carlson, City Recorder

Signature: \_\_\_\_\_  
Robert Dahle, Mayor

APPROVED AS TO FORM:

Signature: \_\_\_\_\_  
City Attorney

ATTEST:

Signature: \_\_\_\_\_  
Kara John, City Recorder

TOWN OF BRIGHTON  
a Utah municipal corporation

Signature: \_\_\_\_\_  
Danial E. Knopp, Mayor

APPROVED AS TO FORM:

Signature: \_\_\_\_\_  
Town Attorney

# South Salt Lake Valley Mosquito Abatement District

## 2026 Proposed Tax Increase

Public Hearing December 8th, 2025 at 6:00 p.m. (District Offices)

Virtual Link (Zoom: <https://us02web.zoom.us/j/81630315463> )

# *Proposed Increase: \$320,000*

## Proposed 2026 Property Tax Revenue: \$1,420,000

### Background Points

- No change in rate since 2012
- No effective change in rate since 2002 (prior to tax increase and tax lower for building construction)
- Population growth of over 200,000 individuals and 72,000 homes with same tax rate
- Inflation and price increase (over 6% in 2024)
- Innovation stagnation

### Tax Increase Utilization

Cost Stabilization for Essential Services:

**\$160,000**

- Sustain current service levels without interruption (assessed at 4 years)
- Operate above negative net position.
- Integrate Public Relations and Black Fly Programs back into operation.
- Maintain Financial Health

Operational Enhancements:

**\$100,000**

- Expand to drone-based surveillance and treatment.
- Upgrading data system for faster response and better tracking.
- Implementing ecologically conscious targeted control measures.

Capital Increase:

**\$60,000**

- Meet the needs of future capital projects
- Modernize fleet and equipment
- Expand laboratory

### Cost To Average Home Owner

Average Home Cost: \$600,000

Current Tax Rate: \$2.64 (yearly)

Proposed Tax Rate: \$3.41 (yearly)

Tax Increase:

**\$ .77 increase (yearly)**

Paid with residential property taxes

### Cost to Business Owners

Average Business Property: \$600,000

Current Tax Rate: \$4.80 (yearly)

Proposed Tax Rate: \$6.20 (yearly)

Tax Increase:

**\$1.40 increase (yearly)**

Paid with business property taxes

# **NOTICE OF PROPOSED TAX INCREASE**

## **SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT**

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT is proposing to increase its property tax revenue.

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT tax on a \$600,000 residence would increase from \$2.64 to \$3.41, which is \$0.77 per year.

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT tax on a \$600,000 business would increase from \$4.80 to \$6.20, which is \$1.40 per year.

If the proposed budget is approved, SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT would receive an additional \$320,000 in property tax revenue per year as a result of the tax increase. If the proposed budget is approved, SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT would increase its property tax budgeted revenue by 29.09% above last year's property tax budgeted revenue excluding eligible new growth.

The SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT invites all concerned citizens to a public hearing for the purpose of hearing comments regarding the proposed tax increase and to explain the reasons for the proposed tax increase. You have the option to attend or participate in the public hearing in person or online.

### **PUBLIC HEARING**

Date/Time: 12/8/2025 6:00 pm

Location: District Offices Conference Room  
7308 Airport Road  
West Jordan

Virtual Meeting Link: <https://us02web.zoom.us/j/81630315463>

To obtain more information regarding the tax increase, citizens may contact the SOUTH SALT LAKE VALLEY MOSQUITO ABATEMENT DISTRICT at 801-255-4651 or visit [sslvmad.utah.gov](http://sslvmad.utah.gov)

## Tax Increase Instructions

The advertisement shall be published be published **for at least 14 days before** the day on which the taxing entity conducts the public hearing in the following locations:

- 1) Electronically in accordance with Section 45-1-101: on a website established by the collective efforts of Utah newspapers. [www.utahlegals.com](http://www.utahlegals.com)
- 2) On the Utah Public Notice Website under Section 63A-16-601 [www.utah.gov/pmn/](http://www.utah.gov/pmn/)
- 3) As a Class A notice under Section 63G-30-102.
- 4) Publish the public notice on the entity's official website.

The advertisement shall state that the taxing entity will meet on a certain day, time, and place in the advertisement. The exact wording for the advertisement can be found in 59-2-919.

The scheduled hearing shall not be held less than **ten (10) days after** the mailing of the "Notice of Property Valuation and Tax Change" by the county auditor.

The scheduled meeting on the proposed tax increase may coincide with the hearing on the proposed budget.

The hearing shall begin at or after **6:00 PM**

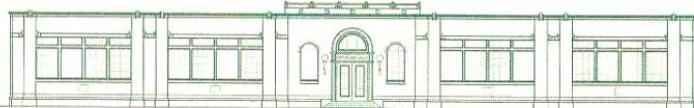
**The public hearing must be open to the public and held at a meeting with no other items on the agenda other than discussion and action on the taxing entity's intent to levy a tax rate that exceeds the taxing entity's certified tax rate, budget, or a special districts fee implementation.**

**The public hearing needs to be available for individuals to attend or participate either in person or remotely through electronic means.**

**If another meeting is needed to finalize the tax increase, the details of the meeting (place, date, time) must be announced at the end of the public hearing.**

**Please see our website for more information.**

**<https://propertytax.utah.gov/tax-increases/>**



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## HOLLADAY CITY COUNCIL

### COUNCIL STAFF REPORT

**MEETING DATE:** November 6<sup>th</sup> 2025

**SUBJECT:** City of Holladay General Plan, 2025 "Holladay Horizons"

**SUBMITTED BY:** Jonathan Teerlink, CED Director

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#### **ACTION:**

*Legislative. Ordinance amendments are to be reviewed and considered during a public hearing prior to a motion of final decision/action.*

#### **SUMMARY:**

Maintaining statutory compliance, an update to the City of Holladay General Plan is presented to the City Council. Beginning in 2024, a staff committee selected the firm [Logan Simpson](#) to act as city consultants. Throughout the preceding months, the consultants gathered background data, public input, and conducted several public open houses. The consultants also conducted several meetings with a city-selected steering committee who assisting in the organization and edits of a draft document for public review and comment. Upon review by the Planning Commission, the prepared draft was revised where necessary. Following this deliberation, the commission voted in favor (6-0) to recommend that the revised draft be forwarded to the city council for final review.

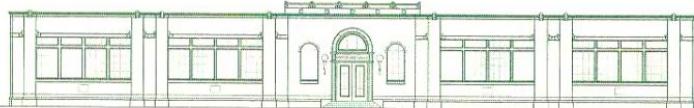
As a "blueprint" for the future, the General Plan is a *guiding* document used by the planning commission and city council (Land Use Authorities). By including specific elements, the plan provides insight on land use decisions, such as rezones or ordinance amendments. Determined as legislative actions, these decisions shape Holladay's future by assisting in the decision-making process by providing goals, policies, and implementation strategies. While these objectives are not binding, they do provide the Land Use Authority a clear path forward by assisting in contemplating future land use decisions.

#### **REQUEST**

As a municipality must adopt and update their General Plan every 5-10 years (*Utah Code §10-9a-pt4*), this proposal has been reviewed and recommended as an update to Holladay's now 10-year old General Plan. The city council is now requested to complete the final public hearing steps, review the recommended draft and contemplate final approvals.

#### **BACKGROUND**

Dubbed, *Holladay Horizons* this update is now the third overall General Plan version since Holladay Incorporation 25 years ago. The draft addresses state required elements as the following chapters:



## HOLLADAY CITY COUNCIL

1. *Introduction and How to Use the Plan*
2. *Future Land Use*
3. *A City with Distinct Character*
4. *A City of Quality Neighborhoods*
5. *Walkable and Connected Community*
6. *A Strong Local Economy*
7. *Remarkable Recreation and Natural Spaces*
8. *Responsible Renewal and Infill*

At the end of each chapter the council is provided a list of key considerations as well as the Goals, Policies and Implementation Strategies as currently proposed. These Goals, Policies and Implementation Strategies are intended to become the main text of the new General Plan and clearly and concisely articulates the City's plans for future development and encourages appropriate standards for all land uses and zoning categories within Holladay.

Appendices have also been updated and now includes; all 2016 General Plan appendices, an elaboration on the plan's 2025 engagement summary, provides a glossary of terms, the re-adoption of all existing small area master plans, the city's adopted Moderate-Income Housing Plan and a matrix of the plan's statutory compliance (location of municipal requirement within the plan).

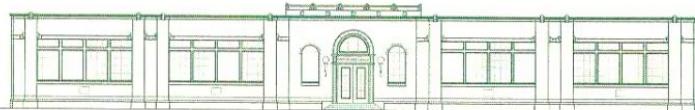
The update is accompanied by a digital, online resource which enhances accessibility of the plan formatted for ease of use for citizens, land use authorities, developers, and staff.

### **RECOMMENDATION:**

City Council should hold the required public hearing, consider provided input and review the recommended, revised draft as provided by the planning commission along their findings;

2025 General Plan, Holladay Horizons, Planning Commission findings of approval:

1. *The update maintains statutory compliance with General Plan adoption processes, and*
2. *Via a City initiated "Request for Proposal", process the City of Holladay has interviewed and selected a consultant to guide the City on research, public outreach, drafting and adoption of a General Plan update, and*
3. *Logan Simpson, the chosen consultant, is a research driven firm that has provided transparent data presentation and public engagement to provide the City with an update which maintains past city visions and goals while providing guidance on aligning future goals with statutory compliance and resident values, and*
4. *Public comment period has been held open from September 30<sup>th</sup> to receive public input, and*
5. *As drafted, the proposed update and accompanying online portal have been found to provide clear and approachable tools to assist residents, business owners, development community and City staff in understanding the City of Holladay's vision for its future.*



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HOLLADAY CITY COUNCIL

**ATTACHMENTS:**

Draft General Plan, 2025; Holladay Horizons  
Draft General Plan Appendix, 2025

**FISCAL IMPACT:**

None

**SUGGESTED MOTION:**

Continue to Work session



# **HOLLADAY CITY**

## **BUSINESS LICENSE COST OF SERVICE STUDY**

### **WORK SESSION**

**NOVEMBER 6, 2025**

# PURPOSE

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## **UCA 10-1-203:**

- ▣ The legislative body of a municipality may license for the purpose of regulation any business within the limits of the municipality, may regulate that business by ordinance, and may impose fees on businesses to recover the municipality's costs of regulation.
- ▣ The legislative body of a municipality may by ordinance raise revenue by levying and collecting a license fee or tax on:
  - a business that causes disproportionate costs of municipal services; or
  - a purchaser from a business for which the municipality provides an enhanced level of municipal services.
- ▣ Required to adopt an ordinance defining for purposes of the fee including:
  - The basic level of municipal services; and
  - The costs of providing an enhanced level of municipal services in the municipality.
- ▣ **The fee shall be reasonably related to the costs of providing an enhanced level of the municipal services.**

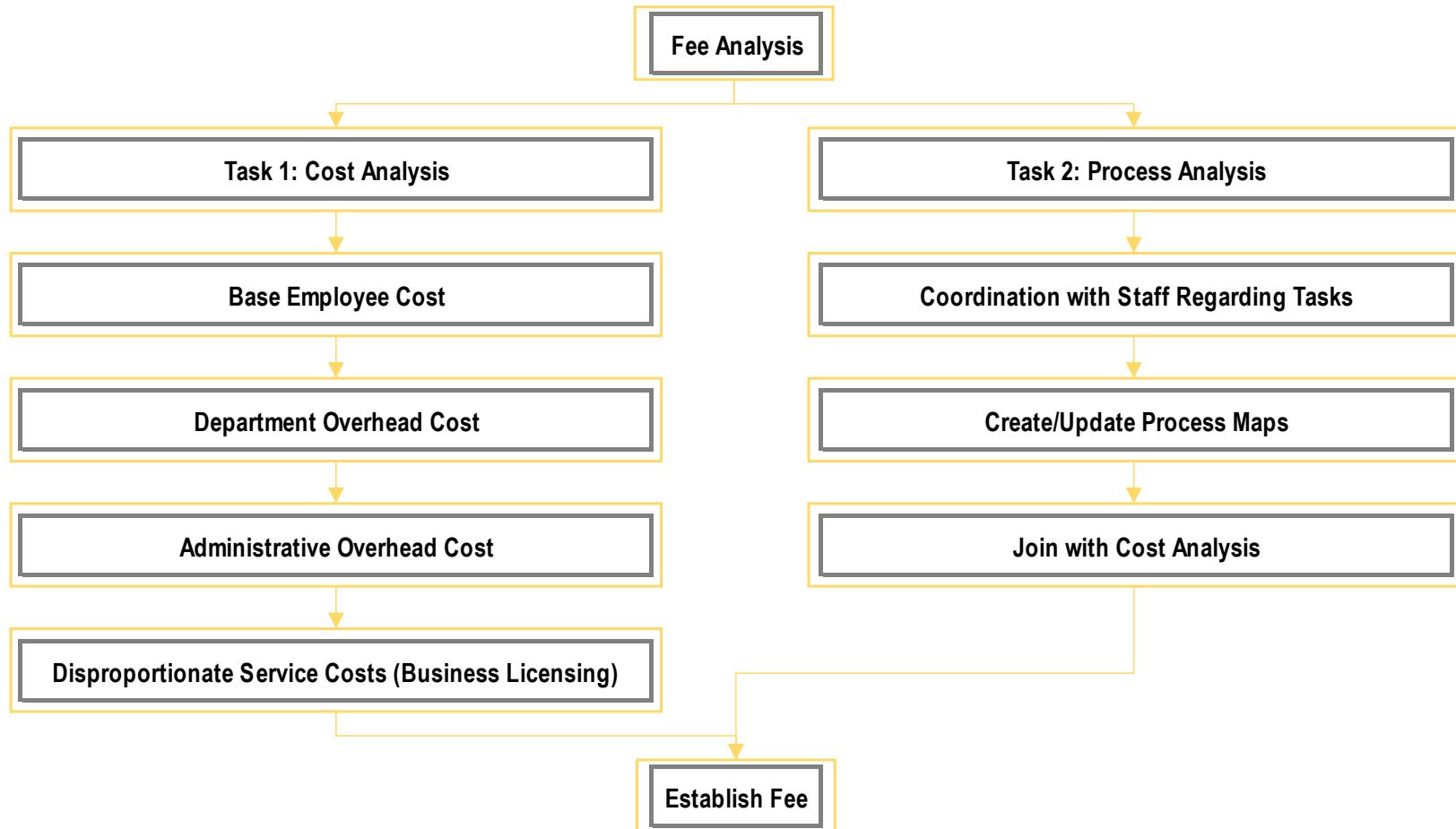
# LIMITATIONS

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## **UCA 10-1-203:**

- ▣ A municipality may not:
  - require a license or permit for a business that is operated:
    - only occasionally; and
    - by an individual who is under 18 years old;
- ▣ Charge any fee for a resident of the municipality to operate a home-based business, unless the combined offsite impact of the home-based business and the primary residential use materially exceeds the offsite impact of the primary residential use alone;
- ▣ Require, as a condition of obtaining or maintaining a license or permit for a business:
  - ▣ That an employee or agent of a business complete education, continuing education, or training that is in addition to requirements under state law or state licensing requirements; or
  - ▣ That a business disclose financial information, inventory amounts, or proprietary business information, except as specifically authorized under state or federal law.
- ▣ Notwithstanding Subsection (7)(b), a municipality may charge an administrative fee for a license to a home-based business owner who is otherwise exempt under Subsection (7)(b) but who requests a license from the municipality.

# PROCESS



# COST ANALYSIS

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- Analysis of current and projected budgets to determine base costs, department overhead, and administrative overhead costs:
  - Base costs include employee salaries and benefits
  - Department overhead costs include general costs to operate each department
  - Administrative overhead costs include the cost of the services provided to all departments (i.e. legislative, executive and administrative costs)

# PROCESS ANALYSIS

## □ CREATION OF PROCESS MAPS: GENERAL BUSINESS LICENSE FEE EXAMPLE

| STEP # | ACTION                        | HOURS       | PERSONNEL INVOLVED                                  |
|--------|-------------------------------|-------------|---|
| 1      | Application Review            | 0.25        | Business License Official                           |
| 2      | Fee Calculation               | 0.10        | Business License Official                           |
| 3      | Verify DBA                    | 0.50        | Business License Official                           |
| 4      | Verify Sales Tax ID Number    | 0.33        | Business License Official                           |
| 5      | Assign for Staff review       | 0.25        | UPD, UFA, Community & Economic Development Director |
| 6      | UPD Approval                  | 0.15        | UPD   |
| 7      | UFA Approval                  | 0.25        | UFA   |
| 8      | CED Approval                  | 0.15        | Community & Economic Development Director           |
| 9      | Approval from Departments     | 0.25        | Business License Official                           |
| 10     | License Finalization/Printing | 0.25        | Business License Official                           |
|        | <b>TOTAL</b>                  | <b>2.48</b> |   |

# PROCESS ANALYSIS

## ■ Proposed Base Fees **Preliminary Draft**

|   | PROPOSED LICENSE BASE FEE |
|---|---------------------------|
| Home Occupation Daycare                                 | \$369.00                  |
| Home Occupation NRU                                     | \$249.00                  |
| Home Occupation Regulated                               | \$652.00                  |
| General Business License                                | \$298.00                  |
| General Renewal   | \$87.00                   |
| Beer License  | \$318.00                  |
| Restaurant w/alcohol                                    | \$318.00                  |
| Restaurant w/o alcohol                                  | \$318.00                  |
| Food Truck  | \$318.00                  |
| Short Term Rental / CUP                                 | \$472.00                  |
| Rental Dwelling   | \$630.00                  |
| Solicitor   | \$508.00                  |
| Assisted Living/Nursing, Residential, and Personal Care | \$330.00                  |
| Massage   | \$373.00                  |

# DISPROPORTIONATE ANALYSIS

- Analysis Considers Disproportionate Impacts from Public Safety (Police)
  - Limited fire call data
- Process:
  - Determine Cost per Call
- Establish Baseline Level of Service (LOS)
  - Rental Units - Single Family Average
  - Commercial Average
- Calculate Disproportionate Fees by Business Group

# DISPROPORTIONATE ANALYSIS

## Proposed Disproportionate Fees Preliminary Draft

|  | # BUSINESSES | ALT DEMAND UNIT (BEDS) | DISP. IMPACT PER BUSINESS | COST PER BUSINESS | COST PER UNIT |
|--|--------------|------------------------|---------------------------|-------------------|---------------|
| Automotive                                     | 9.00         |                        | -                         | \$0               | \$0           |
| Banking/Credit Union                           | 7.00         |                        | 2.02                      | \$1,611           | \$1,611       |
| Billboards                                     | 1.00         |                        | -                         | \$0               | \$0           |
| Business, Professional and Contracted Services | 404.00       |                        | -                         | \$0               | \$0           |
| Convenience Store/Gas                          | 5.00         |                        | 15.02                     | \$12,247          | \$12,247      |
| Daycare  | 8.00         |                        | -                         | \$0               | \$0           |
| Educational Services                           | 3.00         |                        | 0.51                      | \$596             | \$596         |
| Entertainment                                  | 3.00         |                        | 1.82                      | \$1,515           | \$1,515       |
| Grocery Stores                                 | 3.00         |                        | 18.15                     | \$15,773          | \$15,773      |
| Hotels   | 4.00         | 478                    | 34.07                     | \$29,028          | \$243         |
| Manufacturing                                  | 1.00         |                        | -                         | \$0               | \$0           |
| Nursing, Residential, and Personal Care        | 9.00         | 529                    | 41.15                     | \$44,020          | \$749         |
| Personal Services                              | 231.00       |                        | -                         | \$0               | \$0           |
| Pharmacy/Drugstore                             | 3.00         |                        | 14.64                     | \$11,684          | \$11,684      |
| Restaurant with Liquor                         | 27.00        |                        | 2.04                      | \$1,632           | \$1,632       |
| Restaurant/Fast Food Without Liquor            | 32.00        |                        | 0.91                      | \$730             | \$730         |
| Retail/Wholesale/Distribution                  | 82.00        |                        | -                         | \$0               | \$0           |
| Seasonal                                       | 5.00         |                        | -                         | \$0               | \$0           |
| Smoke Shops                                    | 1.00         |                        | 3.30                      | \$2,637           | \$2,637       |
| Solicitor                                      | 2.00         |                        | -                         | \$0               | \$0           |

# ADDITIONAL CONSIDERATIONS

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- ▣ Applying a disproportionate fee to rental units requires the implementation of a good landlord program
  - Keep current policy for now
- ▣ Study does not consider other revenues generated by business activity
  - Sales Taxes
  - Property Taxes
- ▣ Increasing disproportionate fees may result in unintended consequences
  - Failure to report criminal activity
  - Reduce economic activity

# NEXT STEPS

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- Finalize analysis and fee recommendations
- Complete final revenue analysis
- Adopt proposed fees

# QUESTIONS

Fred Philpot | Vice President/COO

[LRB Public Finance Advisors](#)

O 801.596.0700 | C 801.243.0293

[lrbfinance.com](#)

Lewis Young Robertson & Birmingham is now [LRB Public Finance Advisors](#)



TITLE 3  
REVENUE AND FINANCE

CHAPTER 3.08      SALES AND USE TAX

CHAPTER 3.09      MUNICIPAL ENERGY SALES AND USE TAX

CHAPTER 3.10      TRANSIENT ROOM TAX

CHAPTER 3.12      TELECOMMUNICATIONS LICENSE TAX

CHAPTER 3.16      COMMUNITY DEVELOPMENT FEES

CHAPTER 3.40      DONATION, SPONSORSHIP AND NAMING OF CITY ASSETS

CHAPTER 3.08  
SALES AND USE TAX

SECTION:

3.08.010: Title

3.08.020: Purpose

3.08.030: Effective Date

3.08.040: Sales And Use Tax

3.08.050: Reserved

3.08.060: Penalties

3.08.070: Severability

3.08.010: TITLE:

This chapter shall be known as THE CITY OF HOLLADAY SALES AND USE TAX ORDINANCE.  
{1999 Code}

3.08.020: PURPOSE:

The Utah legislature has authorized municipalities to adopt an ordinance that imposes a one percent (1%) sales and use tax. It is the purpose of this chapter to conform the sales and use tax ordinance of the city to the requirements of the sales and use tax act, as amended. This ordinance shall be interpreted to provide for no lapse in the assessment and collection of the Sales and Use Tax. {1999 Code}

**3.08.030: EFFECTIVE DATE:**

~~This chapter shall become effective one second after twelve o'clock (12:00:01) A.M. on December 1, 1999. (1999 Code)~~

**3.08.040: SALES AND USE TAX:**

A. ~~Tax Imposed: From and after the effective date of this chapter, t~~There is hereby levied and there shall be collected and paid taxes as follows:

1. A tax is hereby imposed upon every retail sale of tangible personal property, services and meals made within the city at the rate of one percent (1%) of the purchase price paid or charged on such retail sale.

2. An excise tax is hereby imposed on the storage, use or other consumption in the city of tangible personal property from any retailer on or after the effective date hereof at the rate of one percent (1%) of the sales price of the property.

3. For the purpose of this chapter all retail sales shall be presumed to have been consummated at the place of business delivered by the retailer or his agent to an out of state destination or to a common carrier for delivery to an out of state destination. In the event a retailer has no permanent place of business, the place or places at which the retail sales are consummated shall be as determined under the rules and regulations prescribed by and adopted by the state tax commission. "Public utilities", as defined by Utah Code Annotated title 54, shall not be obligated to determine the place or places within any county or municipality where public utilities services are rendered, but the place of sale or the sales tax revenue arising from such service allocable to the city shall be as determined by the state tax commission pursuant to an appropriate formula and other rules and regulations to be prescribed and adopted by the state tax commission.

B. Adoption Of State Provisions: The provisions of Utah Code Annotated title 59, chapter 12, as amended, are hereby adopted as follows:

1. Except as hereinafter provided, and except insofar as they are inconsistent with the provisions of the sales and use tax act, all of the provisions of Utah Code Annotated title 59, chapter 12, as amended, and in force and effect on the effective date hereof, insofar as they relate to sales and use taxes, ~~excepting Utah Code Annotated sections 59-12-101 and 59-12-119 thereof~~, are hereby adopted and made a part of this chapter as though fully set forth herein.

2. Wherever, and to the extent that in Utah Code Annotated title 59, chapter 12, as amended, the state of Utah is named or referred to as the taxing agency, the name of the city, or other name pursuant to a name change, shall be substituted therefor. Nothing in subsection B of this section shall be deemed to require substitution of the name of the city for the word "state" when that word is used as part of the title of the state tax commission, or of the constitution of the state, nor shall the name of the city be substituted for that of the state in any section when the result of that substitution would require action to be

taken by or against the city, rather than by or against the state tax commission in performing the functions incident to the administration or operation of this chapter.

3. If a license has been issued to a retailer under Utah Code Annotated section 59-12-106, an additional license shall not be required by reason of this chapter.

4. There shall be excluded from the purchase price paid or charged by which the tax is measured:

a. The amount of any sales or use tax imposed by the state upon a retailer or consumer; and

b. The gross receipts from the sale of or the cost of storage, use or other consumption of tangible personal property upon which a sales or use tax has become due by reason of the sale transaction to any other municipality and any county in the state, under the sales or use tax ordinance enacted by that county or municipality in accordance with the sales and use tax act. [\(1999 Code\)](#)

#### 3.08.050: RESERVED:

#### 3.08.060: PENALTIES:

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punishable by a fine in an amount not less than one thousand dollars (\$1,000.00), or imprisonment for a period of not more than six (6) months, or by both such fine and imprisonment. [\(1999 Code\)](#)

#### 3.08.070: SEVERABILITY:

If any section, subsection, sentence, clause, phrase or portion of this section, including, but not limited to, any exemption, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. It is the intention of the city council that each separate provision of this chapter shall be deemed independent of all other provisions herein. [\(1999 Code\)](#)

### CHAPTER 3.09 MUNICIPAL ENERGY SALES AND USE TAX

#### SECTION:

##### 3.09.010: Purpose

##### 3.09.020: Definitions

3.09.030: Levy

3.09.040: Exemptions

3.09.050: No Effect Upon Existing Franchises; Credit For Franchise Fees

3.09.060: Tax Collection Contract With State Tax Commission

3.09.070: Incorporation Of State Statute

3.09.080: No Additional License Or Reporting

3.09.010: PURPOSE:

It is the intent of the City of Holladay to hereby adopt the Municipal Energy Sales and Use Tax pursuant to, and in conformance with, section 10-1-301 et seq., Utah Code Annotated, 1953, as amended, "the Municipal Energy Sales and Use Tax". This ordinance shall be interpreted to provide for no lapse in the assessment and collection of the Municipal Energy Sales and Use Tax. (Ord. 08-10, 6-5-2008, eff. 9-30-2008)

3.09.020: DEFINITIONS:

CONSUMER: A person who acquires taxable energy for any use that is subject to the Municipal Energy Sales and Use Tax.

CONTRACTUAL FRANCHISE FEE:

A. A fee:

1. Provided for in a franchise agreement; and
2. That is consideration for the franchise agreement; or

B. 1. A fee similar to subsection A of this definition; or

2. Any combination of subsection A of this definition or this subsection B.

DELIVERED VALUE: A. The fair market value of the taxable energy delivered for sale or use in the Municipality and includes:

1. The value of the energy itself; and

2. Any transportation, freight, customer demand charges, services charges, or other costs typically incurred in providing taxable energy in usable form to each class of customer in the Municipality.

B. "Delivered value" does not include the amount of a tax paid under part 1 or part 2 of chapter 12, title 59 of the Utah Code.

**ENERGY SUPPLIER:** A person supplying taxable energy, except for persons supplying a de minimus amount of taxable energy, if such persons are excluded by rule promulgated by the State Tax Commission.

**FRANCHISE AGREEMENT:** A franchise or an ordinance, contract, or agreement granting a franchise.

**FRANCHISE TAX:**

- A. A Franchise Tax;
- B. A tax similar to a Franchise Tax; or
- C. Any combination of subsection A or B of this definition.

**PERSON:** Includes any individual, firm, partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, this State, any county, city, municipality, district, or other local governmental entity of the State, or any group or combination acting as a unit.

**SALE:** Any transfer of title, exchange, or barter, conditional or otherwise, in any manner, of taxable energy for a consideration. It includes:

- A. Installment and credit sales;
- B. Any closed transaction constituting a sale;
- C. Any transaction under which right to acquire, use, or consume taxable energy is granted under a lease or contract and the transfer would be taxable if an outright sale were made.

**STORAGE:** Any keeping or retention of taxable energy in the city for any purpose except sale in the regular course of business.

**TAXABLE ENERGY:** Gas and electricity.

**USE:**

- A. The exercise of any right or power over taxable energy incident to the ownership or the leasing of the taxable energy.
- B. "Use" does not include the sale, display, demonstration, or trial of the taxable energy in the regular course of business and held for resale. *(Ord. 08-10, 6-5-2008, eff. 9-30-2008)*

**3.09.030: LEVY:**

*Beginning at one minute after twelve o'clock (12:01) A.M., October 1, 2008, t*There is hereby levied, subject to the provisions of this chapter, a tax on every sale or use of taxable energy made within the city of Holladay equaling six percent (6%) of the delivered value of

the taxable energy to the consumer. This tax shall be known as the municipal energy sales and use tax.

- A. The tax shall be calculated on the delivered value of the taxable energy to the consumer.
- B. The tax shall be in addition to any sales or use tax or taxable energy imposed by the city of Holladay authorized by title 59, chapter 12, part 2 of the Utah code, the local sales and use tax act. [Ord. 08-10, 6-5-2008, eff. 9-30-2008](#)

#### 3.09.040: EXEMPTIONS:

- A. No exemptions are granted from the municipal energy sales and use tax except as expressly provided in section 10-1-305(2)(b) of the Utah code; notwithstanding an exemption granted by section 59-12-104 of the Utah code.
- B. The following are exempt from the municipal energy sales and use tax, pursuant to section 10-1-305(2)(b) of the Utah code:
  1. Sales and use of aviation fuel, motor fuel, and special fuels subject to taxation under title 59, chapter 13 of the Utah code;
  2. Sales and use of taxable energy that is exempt from taxation under federal law, the United States constitution, or the Utah constitution;
  3. Sales and use of taxable energy purchased or stored for resale;
  4. Sales or use of taxable energy to a person, if the primary use of the taxable energy is for use in compounding or producing taxable energy or a fuel subject to taxation under title 59, chapter 13 of the Utah code;
  5. Taxable energy brought into the state by a nonresident for the nonresident's own personal use or enjoyment while within the state, except taxable energy purchased for use in the state by a nonresident living or working in the state at the time of purchase;
  6. The sale or use of taxable energy for any purpose other than as a fuel or energy; and
  7. The sale of taxable energy for use outside the boundaries of the city.
- C. The sale, storage, use, or other consumption of taxable energy is exempt from the municipal energy sales and use tax levied by this chapter, provided:
  1. The delivered value of the taxable energy has been subject to a municipal energy sales or use tax levied by another municipality within the state authorized by title 59, chapter 12, part 3 of the Utah code; and
  2. The city is paid the difference between the tax paid to the other municipality and the tax that would otherwise be due under this chapter, if the tax due under this chapter exceeds the tax paid to the other municipality. [Ord. 08-10, 6-5-2008, eff. 9-30-2008](#)

3.09.050: NO EFFECT UPON EXISTING FRANCHISES; CREDIT FOR FRANCHISE FEES:

- A. This chapter shall not alter any existing franchise agreements between the city and energy suppliers.
- B. There is a credit against the tax due from any consumer in the amount of a contractual franchise fee paid if:
  - 1. The contractual franchise fee is passed through by the energy supplier to a consumer as a separately itemized charge; and
  - 2. The energy supplier has accepted the franchise. [Ord. 08-10, 6-5-2008, eff. 9-30-2008](#)

3.09.060: TAX COLLECTION CONTRACT WITH STATE TAX COMMISSION:

- A. On or before the effective date of this chapter, the city shall contract with the state tax commission to perform all functions incident to the administration and collection of the municipal energy sales and use tax, in accordance with this chapter. This contract may be a supplement to the existing contract with the commission to administer and collect the local sales and use tax, as provided in section 3.09.050 of this chapter. The mayor, with the approval of the city manager and city attorney, is hereby authorized to enter supplementary agreements with the state tax commission that may be necessary to the continued administration and operation of the municipal energy sales and use tax ordinance enacted by this chapter.
- B. An energy supplier shall pay the municipal energy sales and use tax revenues collected from consumers directly to the city monthly if:
  - 1. The city is the energy supplier; or
  - 2. a. The energy supplier estimates that the municipal energy sales and use tax collected annually from its Utah consumers equals one million dollars (\$1,000,000.00) or more, and
    - b. The energy supplier collects the municipal energy sales and use tax.
- C. An energy supplier paying the municipal energy sales and use tax directly to the city may deduct any contractual franchise fees collected by the energy supplier qualifying as a credit and remit the net tax less any amount the energy supplier retains as authorized by section 10-1-307(4) of the Utah code. [Ord. 08-10, 6-5-2008, eff. 9-30-2008](#)

3.09.070: INCORPORATION OF STATE STATUTE:

A. 1. Except as herein provided, and except insofar as they are inconsistent with the provisions of title 10, chapter 1, part 3, municipal energy sales and use tax act, as well as this chapter, all of the provisions of part 1, chapter 12, title 59 of the Utah code, and in force and effect on the effective date of this chapter, insofar as they relate to sales and use taxes, ~~excepting section 59-12-101 thereof, and excepting for the amount of the sales and use taxes levied therein,~~ are hereby adopted and made a part of this chapter as if fully set forth herein.

2. Whenever, and to the extent that in part 1, chapter 12, title 59 of the Utah code, the state of Utah is named or referred to as the "taxing agency", the name of the city shall be substituted, insofar as is necessary for the purposes of that part, as well as part 3, chapter 1, title 10 of the Utah code. Nothing in this subsection A2 shall be deemed to require substitution of the name of the city for the word "state" when that word is used as part of the title of the state tax commission, or of the constitution of Utah, nor shall the name of the city be substituted for that of the state in any section when the result of such a substitution would require action to be taken by or against the city or any agency thereof, rather than by or against the state tax commission in performing the functions incident to the administration or operation of this chapter.

3. Any amendments made to part 1, chapter 12, title 59 of the Utah code, which would be applicable to the city for the purposes of carrying out this chapter are hereby incorporated herein by reference and shall be effective upon the date that they are effective as a Utah statute. [Ord. 08-10, 6-5-2008, eff. 9-30-2008](#)

### 3.09.080: NO ADDITIONAL LICENSE OR REPORTING:

No additional license to collect or report the municipal energy sales and use tax levied by this chapter is required, provided the energy supplier collecting the tax has a license issued under section 59-12-106 of the Utah code. [Ord. 08-10, 6-5-2008, eff. 9-30-2008](#)

## CHAPTER 3.09A

### ENERGY ASSISTANCE PROGRAM

#### SECTION:

[3.09A.010: Purpose](#)

[3.09A.020: Eligibility](#)

[3.09A.030: Appropriation Of Funds](#)

#### 3.09A.010: PURPOSE:

~~The purpose of the energy assistance program is to provide funds from the general fund for the rebate or refund of the amount of the municipal energy and use tax ("MEUT") paid by the eligible residents during a calendar year. (Ord. 08-22, 9-18-2008, eff. 10-1-2008)~~

3.09A.020: ELIGIBILITY:

~~To be eligible for the rebate or refund contemplated herein, the following requirements must be satisfied:~~

- ~~A. The individual or household at the time of application has been a resident of the city for at least one hundred eighty (180) days and eligible under the state of Utah energy assistance program (HEAT) with a combined household income no greater than one hundred twenty five percent (125%) of the federal poverty level in effect as of January 1 of each calendar year.~~
- ~~B. The individual or household presents to the city written proof of eligibility under HEAT to the satisfaction of the city.~~
- ~~C. The resident or household has actually paid the MEUT for natural gas and/or electrical service while a resident of the city during the period for which the refund is sought. This shall be shown by actual bills, receipts or other similar proof of payment of the MEUT.~~
- ~~D. An individual or household may apply for the rebate or refund of the MEUT no more than twice a year during periods as indicated:~~
  - 
  - ~~Consumption Period      Application Period      Payment Date Anticipated~~

|                                 |                                  |                       |
|---------------------------------|----------------------------------|-----------------------|
| <del>January 1 - June 30</del>  | <del>July 1 - September 30</del> | <del>October 15</del> |
| <del>July 1 - December 31</del> | <del>January 1 - March 31</del>  | <del>April 15</del>   |

  - 
  - ~~E. Applicants shall not receive a rebate or refunds of MEUT paid by HEAT or any other similar program. (Ord. 08-22, 9-18-2008, eff. 10-1-2008)~~

3.09A.030: APPROPRIATION OF FUNDS:

~~The funds for this program shall be disbursed from the city's general fund. The availability of funds for the program shall be subject to an annual appropriation by the municipal council. (Ord. 08-22, 9-18-2008, eff. 10-1-2008)~~

**CHAPTER 3.10  
TRANSIENT ROOM TAX**

**SECTION:**

**3.10.010: Title**

3.10.020: Purpose

3.10.030: Effective Date

3.10.040: Definitions

3.10.050: Transient Room Tax

3.10.060: Revenue Use

3.10.070: Severability

3.10.010: TITLE:

This chapter shall be known at THE TRANSIENT ROOM TAX ORDINANCE OF THE CITY OF HOLLADAY. [\(1999 Code\)](#)

3.10.020: PURPOSE:

The Utah legislature has authorized municipalities to adopt an ordinance that imposes a one percent (1%) transient room tax. It is the purpose of this chapter to conform the transient room tax ordinance of the city to the requirements of the transient room tax act, as amended. This ordinance shall be interpreted to provide for no lapse in the assessment and collection of the Transient Room Tax. [\(1999 Code\)](#)

[3.10.030: EFFECTIVE DATE:](#)

[This chapter shall become effective at one second after twelve o'clock \(12:00:01\) A.M. on January 1, 2000.](#) [\(1999 Code\)](#)

3.10.040: DEFINITIONS:

**PUBLIC ACCOMMODATION:** A place providing temporary sleeping accommodations to the public and includes a motel; hotel; motor court; inn; bed and breakfast establishment; condominium; and resort home.

**RENTS:** Includes rents; and timeshare fees or dues.

**TRANSIENT:** A person who occupies a public accommodation for thirty (30) consecutive days or less. [\(1999 Code\)](#)

3.10.050: TRANSIENT ROOM TAX:

A. Imposed: ~~From and after the effective date hereof, th~~There is hereby levied and imposed, and there shall be collected and paid, a transient room tax on the rents charged to transients occupying public accommodations within the city's corporate limits in an amount that is equal to one percent (1%) of the rents charged.

B. State Provisions Adopted: The provisions of Utah Code Annotated title 59, chapter 12, as amended, are hereby adopted as follows:

1. Except as hereinafter provided, and except insofar as they are inconsistent with the provisions of the transient room tax act, all of the provisions of Utah Code Annotated title 59, chapter 12, as amended, and in force and affect on the effective date hereof, insofar as they relate to sales and use taxes, ~~excepting Utah Code Annotated sections 59-12-101 and 59-12-119 thereof,~~ are hereby adopted and made a part of this chapter as though fully set forth herein.

2. Wherever, and to the extent that in Utah Code Annotated title 59, chapter 12, as amended, the state of Utah is named or referred to as the taxing agency, the name of the city, or other name pursuant to a name change, shall be substituted therefor. Nothing in subsection B of this section shall be deemed to require substitution of the name of the city be substituted for that of the state in any section when the result of that substitution would require action to be taken by or against the city rather than by or against the state tax commission in performing the functions incident to the administration or operation of this chapter.

3. If a license has been issued to a person or entity (a "transient facility") offering public accommodations for rent to transients under Utah Code Annotated section 59-12-106, an additional license shall not be required by reason of this chapter.

4. There shall be excluded from the rents charged (by which the transient room tax is measured) the amount of any sales or similar transient room tax imposed by the state or Salt Lake County upon the transient facility or the transient in connection with such rental transaction.

C. Collection: Pursuant to Utah Code Annotated section 59-12-354, the city is empowered to either directly collect the tax imposed hereunder or to contract with the state tax commission to collect such tax. Notwithstanding subsection B of this section, or any other provision of this chapter to the contrary, however, the city reserves the right, exercisable at its option, to itself collect the tax imposed hereunder if at any time (including, without limitation, during or for the time period of January 1, 2000 through March 31, 2000) the state tax commission fails or refuses to collect any such tax arising at any time from or after one second after twelve o'clock (12:00:01) A.M. on January 1, 2000. In availing itself of such right to directly collect such tax, the city shall comply with Utah Code Annotated section 59-12-354, and any and all other applicable legal requirements. To the extent, if any, that the city elects to directly collect such tax, the city shall be entitled to impose penalties and interest for nonpayment or underpayment of such tax in amounts equal to the penalties and interest rates authorized for the state tax commission under Utah Code Annotated sections 59-1-401 and 59-1-402. ([1999 Code](#))

3.10.060: REVENUE USE:

All revenues generated by the transient room tax and penalties, if any, hereunder may be used by the city for general fund purposes. [\(1999 Code\)](#)

3.10.070: SEVERABILITY:

It is the intention of the city council that each separate provision of this chapter shall be deemed independent of all other provisions herein. Accordingly, if any section, subsection, sentence, clause, phrase or portion of this chapter, including, but not limited to, any exemption, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. [\(1999 Code\)](#)

CHAPTER 3.12

TELECOMMUNICATIONS LICENSE TAX

SECTION:

3.12.010: Definitions

3.12.020: Levy Of Tax

3.12.030: Rate

3.12.040: Rate Limitation And Exemption Therefrom

3.12.050: Effective Date Of Tax Levy

3.12.060: Interlocal Agreement For Collection Of The Tax

3.12.070: Procedure For Erroneous Collections

3.12.080: Repeal Of Inconsistent Taxes And Fees

3.12.010: DEFINITIONS:

As used in this chapter;

COMMISSION: Means the State Tax Commission.

CUSTOMER:

A. For purposes of this chapter, "customer" means:

1. The person who is obligated under a contract with a telecommunications provider to pay for telecommunications service received under the contract; or
2. If the end user is not the person described in subsection A1 of this definition, the end user of telecommunications service.
  - B. "Customer" does not include a reseller;
    1. Of telecommunications service; or
    2. For mobile telecommunications services, of a serving carrier under an agreement to serve the customer outside the telecommunications provider's licensed service area.

END USER:

- A. Means the person who uses a telecommunications service.
- B. For purposes of telecommunications service provided to a person who is not an individual, "end user" means the individual who uses the telecommunications service on behalf of the person who is provided the telecommunications service.

**GROSS RECEIPTS ATTRIBUTED TO THE MUNICIPALITY:** Means those gross receipts from a transaction for telecommunications services that is located within the Municipality for the purposes of Sales and Use Taxes under Utah Code title 59, chapter 12, Sales and Use Tax Act and determined in accordance with Utah Code section 59-12-215.

**GROSS RECEIPTS FROM TELECOMMUNICATIONS SERVICE:**

- A. Means the revenue that a telecommunications provider receives for telecommunications service rendered except for amounts collected or paid as:
  1. A tax, fee or charge;
    - a. Imposed by a governmental entity;
    - b. Separately identified as a tax, fee, or charge in the transaction with the customer for the telecommunications service; and
    - c. Imposed only on a telecommunications provider;
  2. Sales and Use Taxes collected by the telecommunications provider from a customer under title 59, chapter 12, Sales and Use Tax Act; or
  3. Interest, a fee, or a charge that is charged by a telecommunications provider on a customer for failure to pay for telecommunications service when payment is due.

**MOBILE TELECOMMUNICATIONS SERVICE:** Is as defined in the Mobile Telecommunications Sourcing Act, 4 USC section 124.

**MUNICIPALITY:** Means City of Holladay.

**PLACE OF PRIMARY USE:**

A. For telecommunications service other than mobile telecommunications service, means the street address representative of where the customer's use of the telecommunications service primarily occurs, which shall be:

1. The residential street address of the customer; or
2. The primary business street address of the customer; or
3. For mobile telecommunications service, is as defined in the Mobile Telecommunications Sourcing Act, 4 USC section 124.

SERVICE ADDRESS:

A. Notwithstanding where a call is billed or paid, "service address" means:

1. If the location described in this subsection is known, the location of the telecommunications equipment:
  - a. To which a call is charged; and
  - b. From which the call originates or terminates;
2. If the location described in subsection A1 of this definition is not known but the location described in this subsection A2 is known, the location of the origination point of the signal of the telecommunications service first identified by:
  - a. The telecommunications system of the telecommunications provider; or
  - b. If the system used to transport the signal is not a system of the telecommunications provider, information received by the telecommunications provider from its service provider; or
3. If the locations described in subsection A1 or A2 of this definition are not known, the locations of a customer's place of primary use.

TELECOMMUNICATIONS PROVIDER:

A. Subject to subsections B and C of this definition, "telecommunications provider" means a person that:

1. Owns, controls, operates, or manages a telecommunications service; or
2. Engages in an activity described in subsection A1 of this definition for the shared use with or resale to any person of the telecommunications service.

B. A person described in subsection A1 of this definition is a telecommunications provider whether or not the Public Service Commission of Utah regulates:

1. That person; or
2. The telecommunication service that the person owns, controls, operates, or manages.

C. "Telecommunications provider" does not include an aggregator as defined in Utah Code section 54-8b-2.

TELECOMMUNICATIONS SERVICE: Means:

- A. Telephone services, as defined in Utah Code section 59-12-102, other than mobile telecommunications services, that originates and terminates within the boundaries of this State; and
- B. Mobile telecommunications service, as defined in Utah Code section 59-12-102:
  1. That originates and terminates within the boundaries of one state; and
  2. Only to the extent permitted by the Mobile Telecommunications Sourcing Act, 4 USC section 116 et seq. [\(Ord. 2018-03, 2-22-2018\)](#)

3.12.020: LEVY OF TAX:

There is hereby levied a Municipal Telecommunications License Tax on the gross receipts from telecommunications service attributed to this Municipality. [\(Ord. 2018-03, 2-22-2018\)](#)

3.12.030: RATE:

The rate of the tax levy shall be 3.5 percent of the telecommunication provider's gross receipts from telecommunications service that are attributed to the Municipality pursuant to the provisions of section 10-1-407 Utah Code Annotated. [\(Ord. 2018-03, 2-22-2018\)](#)

3.12.040: RATE LIMITATION AND EXEMPTION THEREFROM:

The rate of this levy shall not exceed 7.5 percent of the telecommunication provider's gross receipts from telecommunications service attributed to the Municipality unless a higher rate is approved by a majority vote of the voters in this Municipality that vote in:

- A. A Municipal general election;
- B. A regular general election; or
- C. A local special election. [\(Ord. 2018-03, 2-22-2018\)](#)

3.12.050: EFFECTIVE DATE OF TAX LEVY:

This tax is currently being levied pursuant to the authority of ordinance 04-12 of the City of Holladay at the statutorily authorized rate of 3.5 percent, and shall continue to be levied at

that rate, or the rate set forth in the Municipal Telecommunications License Tax Act of Utah. [\(Ord. 2018-03, 2-22-2018\)](#)

### 3.12.060: INTERLOCAL AGREEMENT FOR COLLECTION OF THE TAX:

On or before the effective date of this chapter, the Municipality shall enter into the uniform interlocal agreement with the commission as described in Utah Code section 10-1-405 for the collection, enforcement, and administration of this Municipality Telecommunications License Tax. [\(Ord. 2018-03, 2-22-2018\)](#)

### 3.12.070: PROCEDURE FOR ERRONEOUS COLLECTIONS:

A. A customer may not bring a cause of action against a telecommunications provider on the basis that the telecommunications provider erroneously recovered from the customer Municipal Telecommunications License Taxes authorized by this part.<sup>14</sup>

- 1. Unless the customer ~~provides the telecommunications provider written notice that meets the same requirements that a purchaser is required to meet to bring a cause of action against a seller for a refund or credit as provided in Utah Code Ann. § 59-12-110.1(3).~~
- a. ~~The customer requests a refund of the amounts paid by the customer pursuant to Utah Code sections 10-1-408 and 59-12-110.1; and~~
- b. ~~Contains the information necessary to determine the validity of the request described in subsection A1a of this section; and~~
- 2. ~~Before sixty (60) days from the day on which the telecommunications provider receives the written notice required by subsection A1 of this section. (Ord. 2018-03, 2-22-2018)~~

### 3.12.080: REPEAL OF INCONSISTENT TAXES AND FEES:

Any tax or fee previously enacted by this Municipality under authority of Utah Code 10-1-203 or Utah Code title 11, chapter 26, Local Taxation of Utilities Limitation is hereby repealed. [\(Ord. 2018-03, 2-22-2018\)](#)

## CHAPTER 3.16 COMMUNITY DEVELOPMENT FEES

### SECTION:

#### 3.16.010: ~~Appeals To The Administrative Appeals Officer (AAO) Community Development Department Fees~~

~~3.16.020: Subdivision Application Fees~~

~~3.16.030: Land Use Amendment Fees~~

~~3.16.040: Conditional Use Permit Application Fees~~

~~3.16.050: General Plan Application Fees~~

~~3.16.060: Roadway Matters Fees~~

~~3.16.070: Other Land Use Application Fees~~

~~3.16.0280: Waiver, Modification And Refund Of Fees~~

3.16.010: ~~APPEALS TO THE ADMINISTRATIVE APPEALS OFFICER (AAO)~~ COMMUNITY DEVELOPMENT DEPARTMENT FEES:—

~~The All fees charged by the Community Development Department of the City for application to the administrative appeals officer shall be as set forth in the City Consolidated Fee Schedule, as amended required by chapter 3.35 of this title. (Ord. 2010-27, 12-9-2010; amd. Ord. 2012-15, 9-20-2012)~~

3.16.020: SUBDIVISION APPLICATION FEES:

~~The fees for subdivision review shall be as required by chapter 3.35 of this title. (Ord. 2010-27, 12-9-2010)~~

3.16.030: LAND USE AMENDMENT FEES:

~~The fees for amendments shall be as required by chapter 3.35 of this title. (Ord. 2010-27, 12-9-2010; amd. Ord. 2012-15, 9-20-2012)~~

3.16.040: CONDITIONAL USE PERMIT APPLICATION FEES:

~~The fees for conditional use permit applications shall be as required by chapter 3.35 of this title. (Ord. 2010-27, 12-9-2010)~~

3.16.050: GENERAL PLAN APPLICATION FEES:

~~The fee for an application to amend the city general plan shall be as required by chapter 3.35 of this title. The fee shall be paid by the applicant within ten (10) days after a decision has been made to consider such amendment. Whenever the planning commission or city council require that a general plan amendment hearing be advertised to a greater extent~~

~~than required by law because the amendment would likely generate broad public interest or concern, the applicant shall pay the additional advertising costs. (Ord. 2010-27, 12-9-2010)~~

**3.16.060: ROADWAY MATTERS FEES:**

~~The fees for roadway matters shall be as required by chapter 3.35 of this title. (Ord. 2010-27, 12-9-2010)~~

**3.16.070: OTHER LAND USE APPLICATION FEES:**

~~Fees for other applications, review processes, appeals to the city manager permitted under any provision of this code, and impact fees shall be as required by chapter 3.35 of this title. (Ord. 2010-27, 12-9-2010)~~

**3.16.0280: WAIVER, MODIFICATION AND REFUND OF FEES:**

A. Waiver, Modification Or Refund: The city council may, on its own motion or otherwise, waive, modify or refund any fee imposed by this chapter as provided herein. Otherwise, all requests for waiver, modification or refund of any fee imposed by this chapter shall be submitted in writing to the city manager, ~~who shall then forward the request to the mayor for his determination as provided below.~~

B. Standard For Waiver, Modification Or Refund Of Fees Imposed By This Chapter: The city manager may waive, modify or refund any fee imposed by this chapter upon a determination, in his sole and absolute discretion, that:

1. The applicant is engaged in business for solely religious, charitable or other types of strictly nonprofit purposes which are tax exempt in such activities under the laws of the United States or the state;
2. The applicant is engaged in the business specifically exempted from municipal taxation and fees by the laws of the United States or the state; or
3. There is a prevailing public interest in waiving, modifying or refunding the fees.

~~(Ord. 08-18, 7-17-2008)~~

**CHAPTER 3.24**  
**ECONOMIC DEVELOPMENT FUND**

**SECTION:**

**3.24.010: Purpose; General Provisions**

**3.24.020: Expenditure Of Funds**

3.24.030: Application And Approval Process

3.24.040: Budget Requirements

3.24.010: PURPOSE; GENERAL PROVISIONS:

- A. Specified: An economic development fund is created for the following purposes: improvement of the infrastructure in the city, financial contribution towards capital projects which serve and benefit neighborhoods, business and commercial areas of the city; and do studies to assist the city council and the planning and zoning commission in reviewing and updating the city general land use plan prepared pursuant to Utah Code Annotated title 10, chapter 9, and similar purposes. (Ord. 03-12, 5-1-2003)
- B. Infrastructure, Capital Projects Defined: For the purposes of this chapter, the word "infrastructure" means the relocation, installation, repair or improvement of traffic control devices and related devices, such as traffic islands, water, sewer, storm drains, power facilities, communication facilities, curb, gutter and sidewalk, and other similar utility improvements; the words "capital projects" mean buildings and related improvements which are owned and operated by a 501(c)(3) organization, as defined in the United States internal revenue code and regulation, or by an agency sponsored by the state, a county, municipality or other governmental agency, provided all other requirements are satisfied and includes projects to improve the building fronts and facades in the area known as Holladay village. (Ord. 03-12, 5-1-2003; amd. Ord. 06-21, 9-21-2006)
- C. Maximum Funding: Funding towards a capital project under this section may not exceed two hundred thousand dollars (\$200,000.00) in any fiscal year. Funding of studies to update the general land use plan shall be determined by the city council.
- D. Exceptions: Funding of capital projects and relocation benefits provided for in this section and funds appropriated to review and update the city general land use plan are not subject to sections 3.24.020 and 3.24.030 of this chapter. (Ord. 03-12, 5-1-2003)

3.24.020: EXPENDITURE OF FUNDS:

The expenditure of any funds pursuant to the terms and conditions of this chapter are subject to the following guidelines and/or procedures:

- A. Public Benefit: Contemplated improvements must be expended on improvements which will demonstrate a general public benefit beyond the individual project;
- B. Completion Of Improvements: No economic development funds shall be expended for improvements until said improvements have been completed by the developer. Funds shall be paid directly to any owner or developer only after there is adequate assurance that the owner or developer has fully paid for the improvements;

—C. ~~Approvals Required: No application for economic development funds may be submitted until all applicable planning and zoning approvals have been received. (Ord. 03-12, 5-1-2003)~~

**3.24.030: APPLICATION AND APPROVAL PROCESS:**

The application and approval process shall include, but not be limited to, the following:

—A. ~~Approval Process Complete: Applicant will complete the necessary approval process for development in the city prior to submitting an application for economic development funds.~~

—B. ~~Submission Of Application; Information: Applications must be submitted to the mayor, together with the following information:~~

- 1. ~~Approved, detailed site plan;~~
- 2. ~~Pro forma income and expense schedule;~~
- 3. ~~Financing commitment/statement;~~
- 4. ~~Statement of impacts/benefits to the city to include, but not be limited to:~~
  - a. ~~Net tax contribution (property, sales, other);~~
  - b. ~~Net revenues (fees, payments, other);~~
  - c. ~~Jobs created;~~
  - d. ~~Use of utilities and other infrastructure;~~
  - e. ~~Increases in public service levels and costs;~~
- 5. ~~Detailed request for assistance.~~

—C. ~~Review; Analysis And Recommendation: The mayor may submit the applications to the city finance, public services and contract providers for review. The city finance, public services and contract providers shall submit an analysis and recommendation to the economic development advisory board.~~

—D. ~~Economic And Development Advisory Board Analysis And Recommendation: The economic development advisory board shall conduct analysis and evaluation to include, but not be limited to:~~

- 1. ~~Analysis of project's financial feasibility:~~
  - a. ~~Net operating income;~~
  - b. ~~Cash flow;~~
  - c. ~~Equity requirements;~~

— d. Return on investment.

— 2. Costs/benefit analysis:

— a. Costs of participation based on applicant's request;

— b. Costs deferred or not incurred because of project;

— c. Payback based on revenues and taxes and time of recovery.

— E. Recommendations To Mayor: ~~The economic development advisory board shall submit its recommendations to the mayor.~~

— F. City Council Decision: ~~The mayor shall submit a completed application, with recommendations from the economic development advisory board, to the city council. The city council shall make the decision to approve and disapprove the application which shall be final and not subject to further review.~~

— G. Time Limit For Use Of Funds: ~~Funds approved by the city council must be used within two (2) years of approval. (Ord. 03-12, 5-1-2003)~~

#### **3.24.040: BUDGET REQUIREMENTS:**

~~No funds may be expended under the terms and conditions of this chapter except funds identified in the annual budget specifically for economic development. (Ord. 03-12, 5-1-2003)~~

### **CHAPTER 3.30 MUNICIPAL GRANTS**

#### **SECTION:**

**3.30.010: Budgeting**

**3.30.020: Submission Of Proposals For Use**

**3.30.030: Proposal Review**

**3.30.040: Hearing On Proposals**

**3.30.050: Decision On Projected Use**

**3.30.060: Compliance With Criteria Required**

**3.30.070: Funding Restricted**

#### **3.30.010: BUDGETING:**

~~The city council shall each fiscal year designate and set aside funds in the general fund budget for grants in an amount as follows:~~

- ~~A. The funds for the total number of grants each fiscal year shall not exceed one quarter of one percent (0.25%) of the projected general funds revenue for that year; and~~
- ~~B. The amount of this grant shall appear as a line item in the nondepartmental budget.~~
- ~~C. Allocation of community development block grant (CDBG) federal monies shall not be subject to the provisions of this chapter. (Ord. 03-08, 4-3-2003)~~

#### 3.30.020: SUBMISSION OF PROPOSALS FOR USE:

~~The city, in adopting the general budget, shall fix the amount to be set aside for grants for the fiscal year beginning July 1. (Ord. 03-08, 4-3-2003)~~

#### 3.30.030: PROPOSAL REVIEW:

- ~~A. After the proposals have been submitted to the city, the office of planning and community development shall then review the proposals and rank them in order of priority, according to the following criteria:~~
  - ~~1. Demonstrated financial need of the civic group requesting the funds;~~
  - ~~2. Benefit provided to city residents;~~
  - ~~3. Commitment to raise matching funds from other sources.~~
- ~~B. The planning and development services office shall then submit the ranked proposals, together with recommended funding levels, to the mayor and city council. (Ord. 03-08, 4-3-2003)~~

#### 3.30.040: HEARING ON PROPOSALS:

~~The city council shall set a public hearing date and have a notice of public hearing on these proposals published as per public noticing provisions provided in Appendix C: "Noticing Requirements" of Title 13 for two (2) weeks prior to the public hearing. The notice shall make clear that the order of the proposals is tentative and subject to final approval following the public hearing. (Ord. 03-08, 4-3-2003; amd. Ord. 2021-18, 8-5-2021)~~

#### 3.30.050: DECISION ON PROJECTED USE:

~~After the public hearing, the city council may confirm or amend the order of the projects or add or delete projects. The city council may fund any or none of the proposals within the fiscal guidelines set forth in section 3.30.010 of this chapter. (Ord. 03-08, 4-3-2003)~~

**3.30.060: COMPLIANCE WITH CRITERIA REQUIRED:**

~~The office of planning and community development shall monitor compliance with the criteria of subsection 3.30.030A3 of this chapter by requiring proof of matching funds before disbursing the grant. (Ord. 03-08, 4-3-2003)~~

**3.30.070: FUNDING RESTRICTED:**

~~No other grants may be made from any other fund of the city. (Ord. 03-08, 4-3-2003)~~

**CHAPTER 3.35**  
**CONSOLIDATED FEE SCHEDULE**

**Section:**

**3.35.010: Adoption By Reference**

**3.35.010: ADOPTION BY REFERENCE:**

~~The City Council of the City of Holladay hereby approves and adopts the Consolidated Fee Schedule as a rule of the City of Holladay, which Fee Schedule is attached to the resolution codified herein as Exhibit A and incorporated herein by reference, the same as if set forth in~~

**CHAPTER 3.40**  
**DONATIONS, SPONSORSHIP AND NAMING OF CITY ASSETS**

**SECTION:**

**3.40.010: Purpose**

**3.40.020: Scope**

**3.40.030: Naming Categories**

**3.40.040: Naming Standards**

**3.40.050: Changing An Existing Asset Name**

**3.40.060: Asset Name Removal**

**3.40.070: Rules And Procedures**

3.40.010: PURPOSE:

A. The purpose of this chapter is to establish policy and guidelines for the City's acceptance of donations, sponsorship offers and naming (including renaming) any city owned property, referred to in this chapter as a "city asset", including, by way of example, but not limited to, parks and park lands; landscape elements such as trees, plants, plazas, and gardens; site furnishings such as benches, playgrounds, and donated art; open spaces; facilities; walkways, and gathering spots; recreation elements such as sports fields; memorials, statues, and busts; and municipal buildings, properties, sites, and structures.

B. This chapter is designed to promote the city and enhance public awareness of particular city assets.

C. The naming of city assets shall be consistent with adopted city policy and, more particularly, the provisions of this chapter.

D. The policy set forth in this chapter is to establish a systematic and consistent basis for recognizing contributions and support to the city from citizens, volunteers, organizations, financial donors, community leaders, officials, and others.

E. The final decision to permit the naming of any City asset will rest with the City Council.

3.40.015: IN KIND DONATIONS:

For the purpose of this Chapter, in kind donations of goods or services shall be considered in the same manner as cash donations. The City, in its discretion, shall be responsible for the determination of the monetary value of in kind donations.

3.40.020: SCOPE:

A. Asset Naming Parameters:

1. City assets shall be classified as either major or minor assets. Naming of major assets will require council approval.

2. A city asset will be considered major if the value exceeds three hundred thousand dollars (\$300,000).

3. There are four different types of sponsorships contemplated:

a. Amenity Donation Program: A sponsorship of a donated amenity or a monetary donation to purchase an amenity. In recognition of donations that exceed \$5000, the City may acknowledge the donation with a plaque in a central location.

b. Tree Sponsorship Program: A sponsorship of a donated tree or monetary donation to purchase a tree. In recognition of donations that exceed \$5000, the City may acknowledge the donation with a plaque in a central location.

c. Site specific Event Sponsorships: A business, local merchant or local branch of a corporation sponsors a time limited event or program at a City facility. The sponsorship will be a percentage of the estimated costs and vary by event. This type of sponsorship includes marketing materials and advertising signage at the event and will remain for the duration of the event.

d. Fixed Term Sponsorship/Naming Right: A sponsorship agreement (for a significant contribution) that includes the naming display in recognition of the corporate sponsor of the item, facility or portion of the facility for a predetermined length of time. Examples: Scoreboards, new building, athletic fields, etc.

e. In addition to value, an asset shall be considered to be major if one or more of the following apply:

(1) It provides material economic value to the city;

(2) It is iconic to the city;

(3) It does not currently exist as an asset class within the inventory;

(4) It is a structure or facility, including a portion of structure or facility;

(5) It is land regardless of acreage;

(6) It is identified as important to one or more members of the city council after the council receives notice from the city manager as provided in subsection B2 of this section.

f. An asset shall be considered to be a minor asset if one or more of the following apply:

(1) The asset is a park bench, tree/plant, bike rack, or similar object installed in a public space.

(2) The asset is not a major asset as described in subsection B1a of this section.

4. The city manager shall give a minimum of fifteen (15) business days' notice to the city council of each naming request prior to initiating a naming process. The city council shall notify the city manager at the conclusion of the fifteen (15) business days if the city council wishes to use a legislative process for naming an asset. If the city council does not respond to duly given notice, the naming may proceed as provided in this chapter for a minor asset. Unless otherwise specified by the city council, no action shall be taken on a naming request until after the notice period has expired.

### 3.40.030: NAMING CATEGORIES:

The following asset naming categories are created:

A. Category 1 - sponsorships: Following a request for qualifications or a request for proposals, the city may enter into an agreement with an individual or an organization whereby the naming of a city asset may be selected by such individual or organization, pursuant to the requirements of this chapter, in exchange for a cash or other contribution to the city.

B. Category 2 - city recognitions: The city may elect to name a city asset to formally recognize significant contributions and support to the city by:

1. An individual or organization; or
2. A group of similarly situated individuals.

C. Category 3 - tributes and memorials: As provided in this chapter, an individual may petition the city to name a city asset, such as a room, tree, flagpole, or park bench, as a tribute or memorial to an individual, group, event, or other thing.

D. Category 4 - discretionary: If a petition does not apply to an asset naming category, it shall be left to the discretion of the city to name the asset.

#### 3.40.040: NAMING STANDARDS:

A. Applicability: The provisions set forth in this section apply to the naming of any city asset, including, but not limited to:

1. Opening of a new or refurbished city asset;
2. Honoring an individual, group, or organization;
3. Recognizing a gift, donation, sponsorship, or significant contribution to the city or the general public; and
4. Improvements to an existing city asset.

B. General Provisions: The following provisions shall apply to selection of any name associated with a sponsorship, city recognition, or a tribute or memorial:

1. Consent: When a city asset is proposed to be named for an individual, before consideration of the proposal consent shall be obtained from such individual or, if such individual is deceased, the individual's next of kin.

2. Prohibited Names: Unless otherwise determined by the city in its sole discretion, any name chosen shall be consistent with the following criteria:

- a. Causes confusion due to duplication of or similarity to an existing named facility;
- b. Promotes tobacco, alcohol, obscenity or a sexually oriented business;

- c. May have an inappropriate acronym, short form, or modification.
    - d. Is discriminatory, derogatory, or otherwise creates controversy.
    - e. Recognizes a single individual for a contribution similar or identical to a contribution made by others within a particularly group.
- 3. Personal And Organization Names: The name of an individual or an organization, shall be considered only when such individual or organization has made significant contribution to the city by:
  - a. Enhancing the quality of life and well being of the city;
  - b. Contributing to the historical, cultural, or societal preservation of the community;
  - c. Contributing a significant portion of project costs used for acquisition, development, improvement, or conveyance of land or a building; or
  - d. Achieving personal or organizational excellence that represents the City of Holladay in a positive manner.
  - e. Public Gifts: When selecting a name connected with a sponsorship, the following additional factors shall be considered:
    - f. The dollar value of the contribution compared to the construction and ongoing operating and maintenance costs of the city asset to be named;
    - g. Any financial sponsorship categories as may be established by the city to recognize different contribution amounts;
    - h. The cost of establishing the naming; and
      - i. In the case of a donated asset, projected ongoing operating and maintenance costs.
- 4. Asset Name Rejection: The City, in its sole discretion, may reject any proposed asset donation or proposed name for a new or existing City asset.

C. Tributes And Memorials: The following provisions shall apply to the selection

- 1. Quality: An asset donated to the city shall conform to applicable city standards including, but not limited to, design, durability, and location. The city, in its sole discretion, may reject an offer to donate an asset that does not meet city standards.
- 2. Maintenance: An asset donated to the city that is unique and not within any asset class ordinarily purchased and maintained by the city shall be maintained by the donor unless otherwise provided in an asset naming agreement.
- 3. Ownership: Unless otherwise agreed to in advance and in writing, all donated property of whatever kind becomes and remains City property. The City assumes no liability for the loss, damage and/or replacement of City assets.

3.40.050: CHANGING AN EXISTING ASSET NAME:

A. Criteria: The name of a city asset with an existing name shall be changed only after consideration of the:

1. Historical significance of the name;
2. Impact on the currently named individual or organization; and
3. Cost and impact of:
  - a. Changing existing signage, if any;
  - b. Rebuilding community recognition; and
  - c. Updating records such as letterhead, databases, and promotional materials.

B. Consideration: Each petition to change an existing name shall be considered on a case by case basis pursuant to applicable provisions of this chapter.

3.40.060: ASSET NAME REMOVAL:

A. End Of Service Life: When a city asset exceeds its service life, as reasonably determined by the city, or is destroyed through no fault of the city, the asset and its associated name may be removed.

B. Extension: A named asset that has exceeded its service life may thereafter remain in service only if:

1. Such remaining in service is approved by the city pursuant to an asset naming agreement; and
2. The asset naming agreement:
  - a. Specifies the length of time that the asset name may be used; and
  - b. Provides for an endowment fund or other financial resources sufficient to pay the asset's ongoing maintenance costs.

C. Council Action: Unless otherwise provided in an asset naming agreement, the city council may review, change, or remove the name of a city asset at any time consistent with the provisions of this chapter.

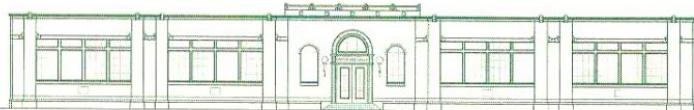
D. Expiration: Except as otherwise provided in subsection C of this section, an asset name expires and may be available for renaming upon:

1. The passage of twenty five (25) years;

2. Unexpected natural events, such as flooding, earthquakes, or windstorms;
3. The end of the asset's useful life or when the asset becomes beyond repair and must be replaced; or
4. The termination date or event stated in any written agreement of the city with respect to such asset name.

3.040.070: RULES AND PROCEDURES:

The city manager may adopt rules, regulations, and procedures, including asset naming parameters, to implement the provisions of this chapter within the guidelines set out in this chapter.



**City of Holladay  
CITY COUNCIL**

## **CITY OF HOLLADAY COUNCIL STAFF REPORT**

**MEETING DATE:** November 6, 2025

**SUBJECT:** Potential Affordable Housing Agreement with KMW, City of Holladay and City of Holladay Redevelopment Agency

**SUBMITTED BY:** Gina Chamness, City Manager

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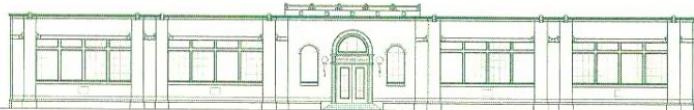
### **BACKGROUND/SUMMARY:**

When the Cottonwood Mall Urban Renewal Project Area was created in 2008, the Taxing Entity Committee for the project area, which included representatives of all the taxing entities who assess property tax in this taxing district, passed a resolution that included several conditions on the collection of tax increment in the project area. Among these conditions was a commitment by Holladay that the City would agree to provide 100 units of affordable housing at or below 80% of Area Median Income (AMI). Options for these 100 units included new construction, purchase and rehabilitation, rehabilitation of existing housing, and/or the development of rent to own units. Units must remain affordable for 20 years.

In exchange for 20% of the annual project area property tax increment reserved for affordable housing by statute, the City and RDA's existing Agreement to Develop Land (ADL) with KMW assigns the responsibility for the development of 50 of the 100 units to the developer, with the responsibility for the remaining 50 remaining with the City.

The 100 affordable housing units must be completed within 10 years after the Redevelopment Agency after increment is first collected. The RDA began to collect increment on this parcel in tax year 2020, with final payment received in March 2021. Given that, we believe the deadline for completion of the units is March of 2031.





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**City of Holladay  
CITY COUNCIL**

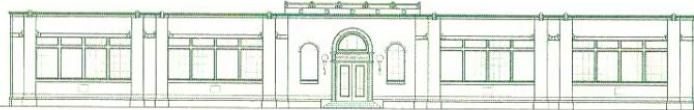
KMW is proposing to commit 100 units of recently completed apartments in Block D of the Holladay Hills/ Cottonwood Mall Project Area to fulfill the requirement of the TEC committee. 100 units would be deed restricted for 20 years, exceeding the expiration of the project area in tax year 2038. In exchange, the developer is asking for \$2.5 million that the City currently holds in funding set aside for affordable housing. \$2 million of the \$2.5 million was generated as part of the Olympus Economic Development (Millrock) Project Area and needs to be expended on affordable housing within the next 3 ½ years. The additional \$500,000 is associated with Cottonwood Mall project area increment funds that have already been generated. The existing ADL specifies that those first \$500,000 would be retained by the RDA for affordable housing purposes.

#### **ANALYSIS:**

There are a number of important policy questions for the Council to consider.

- Does the Council wish to have all 100 units required by the TEC agreement in Block D of Holladay Hills?
- Does the Council wish to allocate \$2.5 million of existing funding for this proposal?
- The developer is proposing a method of setting affordable rental prices to allow more flexibility of units that are available for affordable housing. The RDA would have responsibility for pre-qualifying individuals who meet income thresholds for rental opportunities. We anticipate using administrative funds generated by property tax increment equal to 2.5% to contract with a non-profit who specializes in this process to accomplish this task. The proposed agreement includes a provision that if for some reason the Developer is not able to rent to qualified individuals or families, it will remit the difference between the AMI rent and the collected market rent to the RDA for use in a different area. Is the Council supportive with this approach?





**City of Holladay  
CITY COUNCIL**

- The method of setting affordable rental prices projects a greater benefit in later years of the 20 year time period than in the current time frame. This is a result of assumptions that indicate that rental prices are likely to increase more quickly than income. The attached agreement includes a provision that allows the RDA and the City to assess whether this agreement is producing the benefits envisioned. If it is not, The RDA will be able to terminate the agreement, and the Developer would be required to repay the total amount of affordable housing dollars funded by the ADL and this proposed addendum by year 10, less an amount actually provided for affordable housing in the interim. Is the Council supportive of this approach?

**PROCESS:**

Assuming the Council wishes to continue this conversation, we would anticipate discussions with key members of the original TEC committee over the next month to gauge their support for this proposal.

On November 20, the RDA and City will hold a public hearing to consider allocation of the funding requested.

**FISCAL IMPACT:**

\$2.0 million in Olympus EDA affordable housing funds

\$500,000 in project area RDA affordable housing funds

**ATTACHMENTS:**

Draft Affordable Housing Agreement between KMW, City of Holladay RDA, and City of Holladay



## **AFFORDABLE HOUSING AGREEMENT**

This Affordable Housing Agreement (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and among the Redevelopment Agency of the City of Holladay, a Utah community development and renewal agency (“**RDA**”), the City of Holladay, a Utah municipal corporation (“**City**”), and KMW Development L.L.C., a Utah limited liability company (“**Developer**”). The RDA, City, and Developer may be referred to herein singly as a “**Party**” and collectively as the “**Parties**.”

### **Recitals**

A. Developer is the fee owner and master developer of the real property located within the “Cottonwood Mall Urban Renewal Project Area” in the City of Holladay, Salt Lake County, Utah (the “**Project**”).

B. The Parties are subject to that certain Fourth Amended and Restated Agreement for Development of Land dated April 21, 2022 (as amended and restated, the “**ADL**”), which provides for, among other things, the development of affordable housing within the Project.

C. Pursuant to the ADL, Developer is responsible for providing fifty (50) units of affordable housing restricted to households earning no more than eighty percent (80%) of the Area Median Family Income. An additional fifty (50) units of affordable housing, as set forth in the Taxing Entities Committee Resolution (“**TEC**”) attached to the ADL as Attachment No. 6, are the responsibility of the City.

D. The purpose of this Agreement is to establish the terms and conditions under which one hundred (100) existing residential units located within the portion of the Project known as “Block D” (“**Block D**”) may be designated, restricted, and administered as affordable housing units, thereby satisfying the combined affordable housing obligations of both Developer and the City under the ADL and the TEC, subject to the provisions of this Agreement.<sup>1</sup>

### **Agreement**

In consideration of the foregoing recitals and the terms and conditions herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for twenty (20) years thereafter, unless earlier terminated in accordance with Section 5 below (the “**Term**”).

2. Affordable Housing Coordination and Implementation. In exchange for Developer’s commitment to operate up to one hundred (100) existing residential units located within Block D as affordable housing units (the “**Affordable Units**”), the RDA shall provide the consideration to Developer set forth in Section 3 of this Agreement.

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<sup>1</sup> NTD: Exhibit to be attached with floor plans.

(a) Definition of Affordable Housing. For purposes of this Agreement, “**Affordable Housing**” means a residential unit affordable to households earning eighty percent (80%) or less of the Salt Lake City, Utah Metropolitan Statistical Area Median Family Income, as determined by the United States Department of Housing and Urban Development (“**HUD**”) for the applicable year.

(b) Responsibilities Relative to Operation of Affordable Housing Program. The Parties agree to the responsibilities described below that during the Term:

- i. Developer or its affiliate(s) shall ensure that the rental rate for the Affordable Units will be in accordance with the rental calculation provision in subsection 2(d) below.
- ii. The City shall be responsible for prequalifying applicants for the one hundred (100) Affordable Units and for supplying to Developer the names of qualified individuals meeting the requirements of this Agreement.
- iii. Developer shall not be required to keep any Affordable Units vacant while the City completes its qualification process.
- iv. The Affordable Units shall be leased as units become available during the normal course of leasing within Block D.

(c) Affordable Housing Verification. The City shall confirm Developer’s compliance with the Affordable Housing requirements by verifying the total number of Affordable Units operated within Block D and Developer shall provide an annual report of the units leased to qualifying individuals during the Term. The City’s verification process shall follow the reporting format and calculation methodology attached hereto as Exhibit A (Affordable Units Rent Calculation) and Exhibit B (Affordable Housing Compliance Report), as shall be updated by the Parties annually, or at such other time as agreed to by the Parties.

(d) Rent Calculation for Affordable Units. A dwelling unit for rent shall be deemed Affordable Housing if the rent charged for that unit type does not exceed the maximum monthly rent calculated using the formulas provided annually, the first year for which is attached as Exhibit A.

(e) Reporting Requirements. Prior to any request by Developer for payment other than the initial payments to be made at execution of this Agreement, Developer shall submit to the City a completed Affordable Housing Compliance Form in the form attached hereto as Exhibit B, identifying the Affordable Units under operation or management as of the reporting date. The City shall confirm the data and provide written acknowledgment of compliance to the RDA.

(f) Interim Compliance. Notwithstanding anything herein to the contrary, prior to the first compliance review under this Agreement, Developer shall be deemed to be in compliance with the Affordable Housing requirements upon execution of this Agreement. Thereafter,

Developer's ongoing compliance shall be verified by the City in accordance with this Section 2.

(g) Remittance and Report. To the extent that any of the one hundred (100) Affordable Units are not leased to prequalified individuals, and there are not prequalified individuals sufficient for the available one hundred (100) Affordable Units, Developer may, in its discretion, lease such units at prevailing market rental rates. For each such unit leased at market rate, Developer shall remit to the RDA an amount equal to the difference between (i) the total rent collected at market rate, and (ii) the then applicable Affordable Housing rent as determined under Section 2(d) of this Agreement. Remittance shall be made annually, concurrent with Developer's submission of the Affordable Housing Compliance Report required under Section 2(e). Together with each remittance, Developer shall provide to the RDA and the City: (x) a report identifying each unit leased at market rate during the prior year and the calculated rent differential, and (y) a report of those units within Block D available or soon to be available as Affordable Units, including lease commencement and expiration dates, to assist the City in anticipating move-in dates for Affordable Housing tenants.

3. Consideration. In consideration of Developer's agreement and continuing obligation to operate the Affordable Units as described herein, which the Parties acknowledge is good and sufficient consideration, the Parties agree to pay and receive amounts collected from within the Project for affordable housing as follows:

- (a) RDA agrees: (a) with respect to the Affordable Units required under the TEC to be fulfilled by the City, the RDA shall authorize the release of Two Million Dollars (\$2,000,000) currently held in the Retention Account (as defined in the ADL) to Developer; and (b) with respect to any and all other Affordable Units required under the ADL, (i) RDA shall authorize the release of Five Hundred Thousand Dollars (\$500,000) currently held in the Retention Account to Developer, and (ii) remit to Developer, on an annual basis during the Term, including any "Post Term Period" as described in Section 5 below, all amounts received by the RDA that are allocated for affordable housing within the RDA's Cottonwood Mall Urban Renewal Project Area ("CMURPA) boundaries, including, without limitation, any such amounts derived from areas outside of the Project but within the CMURPA, such as parcels located north of Murray Holladay Road and west of Highland Drive, provided, however, that Developer shall not be entitled to the automatic remittance of Affordable Housing collected by the RDA outside of the Project but within the CMURPA, such funds shall be administered as set forth in Section 3(b) below.
- (b) RDA shall hold amounts collected for affordable housing outside of the Project but within the CMURPA in a reserve account, to be administered by the RDA and allocated for the purposes required by the ADL, provided, however, that prior to expending or committing such reserve funds the RDA shall consult and coordinate with Developer so that the Parties may evaluate whether use of such affordable housing funds would be appropriate within the Project even though such affordable housing funds were generated outside of the Project.

4. Deed Restriction (Notice of Affordable Housing Agreement); Release. Promptly after the Effective Date, the Parties shall execute and record against Block D a short-form Notice of Affordable Housing Agreement for the sole purpose of providing record notice of the existence of this Agreement and the Affordable Units. The Notice shall be released of record upon the earlier of: (a) the tenth (10th) anniversary of the Effective Date if the RDA timely exercises its termination right pursuant to Section 5 below; or (b) expiration of the Term if no early termination occurs. The RDA and the City shall execute and deliver all documents reasonably required to effectuate such release within ten (10) business days of request by either Party.

5. Early Termination; Repayment. On the seventh (7th) anniversary of the Effective Date, the RDA shall have the right, exercisable by written notice of termination delivered to Developer within thirty (30) days following such anniversary, to terminate this Agreement effective as of the tenth (10th) anniversary of the Effective Date. If the RDA timely exercises the termination right under this Section 5, then following termination on the tenth (10th) anniversary, Developer shall repay to the City Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00), reduced dollar-for-dollar by the aggregate amount of all remittances paid to the RDA pursuant to Section 2(f) above prior to such termination. Such repayment shall be made in ten (10) equal, annual, non-interest-bearing installments on each anniversary of the Effective Date from the eleventh (11th) anniversary through and including the twentieth (20th) anniversary. In the event of an early termination as set forth in this Section 5, RDA shall continue to remit to Developer, during a post term period commencing on the tenth (10<sup>th</sup>) anniversary of the Effective Date and continuing until what would have been the end of the Term if there had been no early termination (the “Post Term Period”), annually the Developer’s Housing Allocation earned within the Project, and shall administer amounts collected outside of the Project but within the CMURPA as set forth in Subsection 3(b) above.

6. Conflicts. The terms of this Agreement are intended to supplement the terms of the ADL, and specifically sections [ ] of the ADL. The terms of this Agreement are intended to be controlling as they relate to the provision of affordable housing in the Project, the obligations of the parties relating to the implementation of affordable housing and the allocation of the tax increment housing allocation.. The terms of the ADL are intended to remain in full force and effect without amendment except as supplemented herein. In the event of any conflict between this Agreement and the ADL and/or the TEC with respect to Affordable Units only, this Agreement shall control.

7. Amendment. This Agreement may only be amended by written instrument signed by the RDA, City, and the Developer and/or their respective successors or assigns. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter addressed herein.

8. Enforcement. All of the terms, provisions and restrictions of this Agreement may be enforced by any of the Parties hereto and in the event of a breach of this Agreement, each Party shall have such remedies as may be available in law or in equity.

9. Notices. All notices under this Agreement shall be in writing and delivered by (a) personal delivery, (b) certified or registered U.S. mail, return receipt requested, postage prepaid, (c) nationally recognized overnight courier, or (d) email with confirmation of transmission, in each

case addressed as set forth below (or to such other address as a Party may designate by notice in accordance with this Section). Notices shall be deemed given: (i) upon delivery if by personal delivery, (ii) three (3) business days after deposit if mailed, (iii) one (1) business day after deposit with an overnight courier, or (iv) on the date sent if by email, provided a copy is sent the same day by one of the foregoing methods.

To RDA:                    Redevelopment RDA of the City of Holladay  
                                  4580 South 2300 East  
                                  Holladay, UT 84117  
                                  Attn: Chairperson

With copies to: Hayes Godfrey Bell, PC  
                                  2118 East 3900 South, Suite 300  
                                  Holladay, UT 84124  
                                  Attn: Todd J. Godfrey

To City:                    City of Holladay  
                                  4580 South 2300 East  
                                  Holladay, UT 84124  
                                  Attn: City Manager

To Developer: KMW Development, LLC  
                                  6510 South Millrock Drive, Suite 450  
                                  Holladay, UT 84121  
                                  Attn: Steve Peterson

With copies to: Woodbury Corporation  
                                  2733 East Parleys Way, Suite 300  
                                  Salt Lake City, Utah 84109  
                                  Attn: Office of General Counsel

Snell & Wilmer, LLP  
                                  15 West South Temple, Suite 1200  
                                  Salt Lake City, Utah 84101  
                                  Attn: Wade Budge

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11. Exhibits and Recitals. All exhibits and attachments attached hereto are incorporated herein by this reference. The Recitals are hereby incorporated into this Agreement.

12. Waiver. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded any Party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically

agreed to in writing. A waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

13. Counterparts. This Agreement may be executed by the different Parties hereto in separate counterparts, each of which when so executed shall be an original, and all of which taken together shall constitute one and the same agreement.

14. Severability. If any provision of this Agreement or the application thereof to any Party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other Party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Headings. Titles or headings to paragraphs of this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement.

16. Survival. The provisions described as continuing beyond the Term, including the Post Term Period, shall survive the early termination of the Agreement and continue until fulfilled by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed as of the Effective Date.

**DEVELOPER:**

**KMW DEVELOPMENT L.L.C.,**  
a Utah limited liability company

By: WOODBURY CORPORATION, a Utah  
corporation  
Its: Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: MILLROCK CAPITAL II, LLC, a Utah  
limited liability company,  
Its: Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signatures Continue on Following Page]*

**RDA:**

REDEVELOPMENT AGENCY OF THE  
CITY OF HOLLADAY

By: \_\_\_\_\_  
[\_\_\_\_\_], Chairperson

Attest:

By: \_\_\_\_\_  
[\_\_\_\_\_], Executive Director

Approved as to form:

\_\_\_\_\_

*[Signatures Continue on Following Page]*

**CITY:**

CITY OF HOLLADAY, A UTAH  
MUNICIPAL CORPORATION

By: \_\_\_\_\_  
[\_\_\_\_\_], Mayor

Attest:

By: \_\_\_\_\_  
[\_\_\_\_\_], City Recorder

Approved as to form:

\_\_\_\_\_

ADD FLOOR PLANS

**EXHIBIT A**  
**[DRAFT] Affordable Units Rent Calculation**

**2025 AFFORDABLE HOUSING COMPLIANCE CERTIFICATION**

**Salt Lake County Median Family Income**

**122,700**

**80% of AMI**

**98,160**

**[A]**

| <b>Weight</b> | <b>Income Ratio</b> | <b>80% AMI by Occupant</b> |
|---------------|---------------------|----------------------------|
| 1             | 70.04%              | 68,750                     |
| 2             | 95.02%              | 93,274                     |
| 3             | 115.01%             | 112,890                    |
| 4             | 134.99%             | 132,506                    |
| 5             | 153.04%             | 150,222                    |
| 6             | 161.04%             | 158,072                    |

| <b>Unit</b> |                  |               | <b>80% AMI</b> | <b>Maximum Annual Rent</b> | <b>Maximum Monthly Rent</b> |
|-------------|------------------|---------------|----------------|----------------------------|-----------------------------|
| <b>Type</b> |                  | <b>Weight</b> | <b>by Unit</b> |                            |                             |
| 1           | Studio           | 0.910         | 62,563         | 18,769                     | <b>1,564</b>                |
| 2           | Studio Loft      | 1.000         | 68,750         | 20,625                     | <b>1,719</b>                |
| 3           | Jr One Bedroom   | 1.250         | 74,881         | 22,464                     | <b>1,872</b>                |
| 4           | One Bedroom      | 1.725         | 86,530         | 25,959                     | <b>2,163</b>                |
| 5           | Prem One Bedroom | 1.925         | 91,435         | 27,430                     | <b>2,286</b>                |
| 6           | One Bedroom +    | 2.225         | 97,688         | 29,306                     | <b>2,442</b>                |
| 7           | 2 Bedroom        | 3.800         | 128,583        | 38,575                     | <b>3,215</b>                |
| 8           | 2 Bedroom +      | 4.000         | 132,506        | 39,752                     | <b>3,313</b>                |
| 9           | Penthouse        | 5.500         | 154,147        | 46,244                     | <b>3,854</b>                |

Units included

| <b>Unit</b> |                  | <b>Units Available</b> | <b>Market Units</b> | <b>Affordable Units</b> |
|-------------|------------------|------------------------|---------------------|-------------------------|
| <b>Type</b> |                  |                        |                     |                         |
| 1           | Studio           | 26                     | 10                  | <b>16</b>               |
| 2           | Studio Loft      | 27                     | 11                  | <b>16</b>               |
| 3           | Jr One Bedroom   | 40                     | 12                  | <b>28</b>               |
| 4           | One Bedroom      | 28                     | 14                  | <b>14</b>               |
| 5           | Prem One Bedroom | 24                     | 14                  | <b>10</b>               |
| 6           | One Bedroom +    | 15                     | 5                   | <b>10</b>               |
| 7           | 2 Bedroom        | 27                     | 21                  | <b>6</b>                |
| 8           | 2 Bedroom +      | 10                     | 10                  | -                       |
| 9           | Penthouse        | 3                      | 3                   | -                       |
|             | <b>TOTALS</b>    | 200                    | 100                 | <b>100</b>              |
|             | <b>Ratio</b>     |                        | 50.0%               | <b>50.0%</b>            |

Master Plan and building Rent Rolls

[See Attached]

**EXHIBIT B**  
 [DRAFT] Affordable Housing Compliance Form

2026 AFFORDABLE HOUSING COMPLIANCE CERTIFICATION

Salt Lake County Median Family Income -  
 80% of AMI -

| Occupants | Income  | 80% AMI     |
|-----------|---------|-------------|
|           | Ratio   | by Occupant |
| 1         | 70.04%  | -           |
| 2         | 95.02%  | -           |
| 3         | 115.01% | -           |
| 4         | 134.99% | -           |
| 5         | 153.04% | -           |
| 6         | 161.04% | -           |

| Unit<br>Type       | Occupant<br>Capacity | 80% AMI<br>by Unit | Maximum        | Maximum         |
|--------------------|----------------------|--------------------|----------------|-----------------|
|                    |                      |                    | Annual<br>Rent | Monthly<br>Rent |
| 1 Studio           | 0.910                | -                  | -              | -               |
| 2 Studio Loft      | 1.000                | -                  | -              | -               |
| 3 Jr One Bedroom   | 1.250                | -                  | -              | -               |
| 4 One Bedroom      | 1.725                | -                  | -              | -               |
| 5 Prem One Bedroom | 1.925                | -                  | -              | -               |
| 6 One Bedroom +    | 2.225                | -                  | -              | -               |
| 7 2 Bedroom        | 3.800                | -                  | -              | -               |
| 8 2 Bedroom +      | 4.000                | -                  | -              | -               |
| 9 Penthouse        | 5.500                | -                  | -              | -               |

Units included

| Unit<br>Type       | Available  | Units      | Market     | Affordable   |
|--------------------|------------|------------|------------|--------------|
|                    |            | Available  | Units      | Units        |
| 1 Studio           | 26         | 10         | 10         | 16           |
| 2 Studio Loft      | 27         | 11         | 11         | 16           |
| 3 Jr One Bedroom   | 40         | 12         | 12         | 28           |
| 4 One Bedroom      | 28         | 14         | 14         | 14           |
| 5 Prem One Bedroom | 24         | 14         | 14         | 10           |
| 6 One Bedroom +    | 15         | 5          | 5          | 10           |
| 7 2 Bedroom        | 27         | 21         | 21         | 6            |
| 8 2 Bedroom +      | 10         | 10         | 10         | -            |
| 9 Penthouse        | 3          | 3          | 3          | -            |
| <b>TOTALS</b>      | <b>200</b> | <b>100</b> | <b>100</b> | <b>100</b>   |
| <b>Ratio</b>       |            | 50.0%      |            | <b>50.0%</b> |

Master Plan and building Rent Rolls  
 [See Attached]