



**NOTICE OF A MEETING OF THE  
CITY OF HOLLADAY CITY COUNCIL  
THURSDAY, NOVEMBER 20, 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 20, 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. **Public Hearing on Proposed Text Amendment to the Regional Mixed Use (RMU) Zone Site Development Master Plan (SDMP 2007) for Royal Holladay Hills** (text amendment to Cottonwood Mall within the Regional Mixed-Use zone (R/M-U) to provide new signage criteria for the development area as an Appendix to the SDMP)

V. **Public Hearing on Proposed Text Amendment to Add Title 13.70 Wildland Urban Interface Overlay Zone & Building Code** (Regulations as they relate to statute obligations, as set forth by State of Utah Legislation, HB 48 creating a Wildland Urban Interface (WUI) boundary zone and adopting the 2006 Utah WUI Building Code)

VI. **Public Hearing on Proposed Budget Amendments for Fiscal Year 2025-2026**

VII. *Consideration of Resolution 2025-27 Adopting the 2025 General Plan*

VIII. *Consideration of Resolution 2025-28 Approving an Agreement with Salt Lake County for Community Development Block Grant (CDBG) Funds*

IX. *Consideration of Resolution 2025-29 Approving a Service Agreement with Neighborworks to Administer Housing Programs in the City of Holladay*

X. *City Manager Report - Gina Chamness*

XI. *Council Reports & District Issues*

XII. *Recess to RDA Meeting*

XIII. *Reconvene City Council in a Work Meeting:*  
a. **Discussion on Previous Public Hearings**  
b. **Discussion & Review of Title 3 Amendments - Gina**  
c. **Calendar**  
    Council Meetings – Dec. 4 & 11  
    Tree Lighting – Dec. 1 @ 5:30-7:00 pm

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

XV. *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**

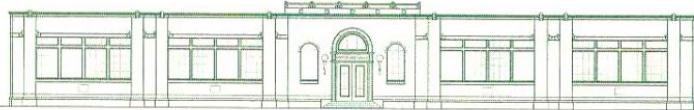
*I, Stephanie N. Carlson, the City Recorder of the City of Holladay, certify that the above agenda notice was posted at City Hall, the City website [www.holladayut.gov](http://www.holladayut.gov), the Utah Public Notice website [www.utah.gov/pmn](http://www.utah.gov/pmn), and was emailed to the Salt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

**DATE POSTED: Monday, November 17, 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*



## City of Holladay

# COUNCIL STAFF REPORT

**MEETING DATE:** November 20<sup>th</sup> 2025

**SUBJECT:** Ordinance Amendment – Royal Holladay Hills Project Signage Requirements, SDMP Standards

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

### ACTION:

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

### SUMMARY:

The planning commission has provided a recommendation on a proposal brought by applicant and property owner, KMW Development to adopt anticipated signage standards. As anticipated on page 17<sup>th</sup> of the Site Development Master Plan (SDMP), this proposal provides missing Project Signage Standards as an appendix to the SDMP, 2007.

### PROPOSED ORDINANCE, CONSIDERATIONS:

The Royal Holladay Hills redevelopment site, currently in the R/MU zone, is subject development details provided in the 2007 Site Development Master Plan (SDMP). Sections of the SDMP are designated to provide guidance on project signage locations.

Since the adoption of the 2007 SDMP, the criteria for signage is the last element that remains to be adopted. The Applicant has refined signage massing, locations and design in order to create standardized signage which is customized to the development itself, rather than the city in general.

**Conceptual Site Signage Standards\***

**SIGNAGE:**  
The graphic technique of imparting verbal and symbolic information, especially when applied to a building. There are four fundamental types of signage:  
1. Traffic signs and signals that are standardized by specific transportation agencies.  
2. Signs that are applied directly to a building and referred to as building signs.  
3. Signs that are applied directly to a building and referred to as wall signs.  
4. Signs that are perpendicular to a building facade, or be seen by the pedestrian passerby, also referred to as blade or flat signs.

**Retail Signage:**  
Retail signage shall be an integrated design to include the storefront, the entrance, and the signage. Uniform signage regulations shall be provided to ensure aesthetic consistency.

**Temporary Site Signage Criteria**

**Fencing Signage:** Surrounding Area Proximity: Maximum limit of 6 Foot Height wrapping project fencing area.

**Development Signage:** Limited to a maximum of 6 two-sided development signs on property with maximum square footage of 600 square feet per side.

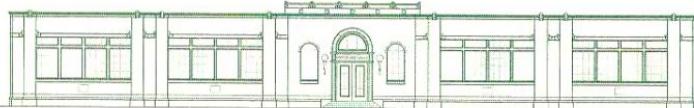
**Construction Banners:** A Maximum of 1 (one) banner per building wall side with a maximum of 10% wall coverage.

**Directional Signage:** Limited to site entrances, relocated entrances, private roads, streets, and construction areas.

\*Detailed Project Sign Criteria will be required as adopted by Planning Commission and City Council as an Appendix prior to building permit approvals.

(Amd. 7-2025) Page 17 of 28

ATTE - ZYBEEK & CO., LTD. AND TOWN PLANNERS TORI GALLAS AND PARTNERS TANAKA & ASSOCIATES, INC. ARCHITECTS SASAKI TEERLINK



## **City of Holladay**

The proposal can be categorized into various sign types; Development, Tenant, Directional and Parking signage. None of the sign types feature electronic type message boards, but rather internally illuminated cabinet style placards with decorative lighting features, unique to the Royal Holladay Hills theme.

It should be highlighted that the sign types proposed are monument style signs. The height proposed measure at 20 feet maximum. As opposed to pole signs, **which are no longer allowed in the city**, the construction of the proposed sign can be better defined as a monolithic sign, featuring a solid surface running vertical to, and at the width of, the sign itself, for the entire 20-foot height. This sign is sited atop a base, surrounded in landscaping. This sign type is only found in the current sign ordinance for the Office Research Development zone (ORD), (Millrock Office Park 3000<sup>th</sup> East Wasatch Blvd).

### **SUMMARY OF CHANGES:**

The overall intent of this amendment is to proposed missing sign standards for the exclusive application to the Royal Holladay Hills redevelopment area.

### **NON-CONFORMING USES**

This amendment would not create any non-conforming use situations and does not alter the original intent of the SDMP to provide project signage.

### **SUGGESTED MOTION:**

Open public comment period and continue to Work session

### **ATTACHMENTS:**

SDMP 2007, Existing Page 17

Proposed amendments

### **FISCAL IMPACT:**

None

# Conceptual Site Lighting & Signage Plan

## Conceptual Site Lighting Standards

### Lighting

USE	MAXIMUM ILLUMINATION
Civic spaces, playing fields and recreational areas	Foot candles must be within the parameters recommended by IESNA (Illumination Engineering Society of North America).
Store aprons	Limited to minimum of 1.0 foot candles and a maximum of 10 foot candles at grade, with a uniformity ratio no greater than 4:1.
Parking lots, loading and display areas	Limited to 2.5 foot-candles.
Spillover light	Limited to 1/2 foot-candle at the property line where adjacent to or Residential districts.

### Light Levels & Mounting Directions

**Parking Field** – General lighting levels shall be a minimum of 2.0 FC. Every effort should be made to keep poles away from tenant storefronts when possible.

**Boulevard / Life Style / Commercial areas** – General lighting levels shall be a minimum of 2.0 FC maintained in traffic areas and 1.0 FC in pedestrian areas. Poles lighting the street vary from 12' to 18' and should not exceed 150 watt metal halide. Poles lighting the pedestrian area are to vary from 10' to 14.' Every effort should be made to keep poles away from tenant storefronts when possible or use directable optics so as to not wash out storefronts.



### Fixture guidelines

Site poles to be concrete poles by Stress Crete. Heads are to be TFI flat lens or drop bottom lens depending on dark sky requirements. Decorative poles are to be 10' to 24' and meet the same mounting guidelines as the site poles.

### Emergency egress

All HID fixtures used for emergency egress shall use electronic ballasts and quartz restrike lamps. Generators are preferred over inverters if possible. ATM machines must be treated special as these areas have different light level requirements.

### Energy management\*

Lighting fixture manufacturers that practice the LEED or Green energy properties are to be given first design choice. Energy management system shall be a stand alone controllable relays system and shall be capable of being controlled by the malls current energy management system if desired. Programming of this system will need to be video taped and turned over to mall management for future use.

#### Sample lighting schedule for energy management:

- Site lighting – Sunrise to 1 hour before sunset - Off
- 1 hour before sunset to closing – All on
- Closing to sunrise – Night lighting setback\*

All lighting after closing – 25% - No perimeter

\* Consult with mall operations for final schedule

\*Detailed Photometric Plan required as adopted by Planning Commission and City Council as an Appendix prior to building permit approvals.

Draft Date: 12/11/07

## Conceptual Site Signage Standards\*

### SIGNAGE:

The graphic technique of imparting verbal and symbolic information, especially when applied to a building. There are four fundamental types of signage:

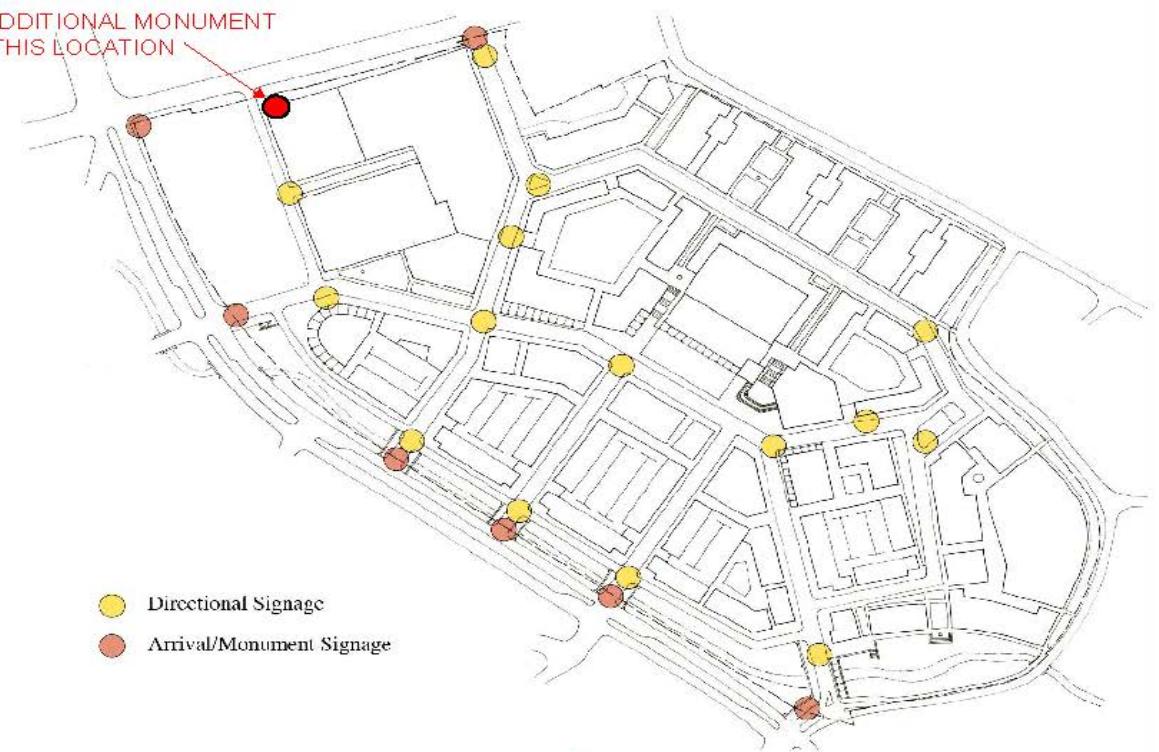
1. Traffic signs and signals that are standardized by speed/perception research.
2. Monument signs are those that are applied to a structure independent of a building.
3. Signage that is applied directly to a building and referred to as wall signs.
4. Signage that is perpendicular to a building facade; to be seen by the pedestrian passerby, also referred to as blade or fin signs.

### Retail Signage:

Retail signage shall be an integrated design to include the storefront, the entrance, and the signage.

Uniform signage regulations shall be provided to ensure aesthetic continuity.

ADD AN ADDITIONAL MONUMENT SIGN TO THIS LOCATION



### Temporary Site Signage Criteria

8

**Fencing Signage:** Surrounding Area Proximity: Maximum limit of 6 Foot Height wrapping project fencing area

**Development Signage:** Limited to a maximum of 7 two-sided development signs on property with maximum

square footage of 800 square feet per side.

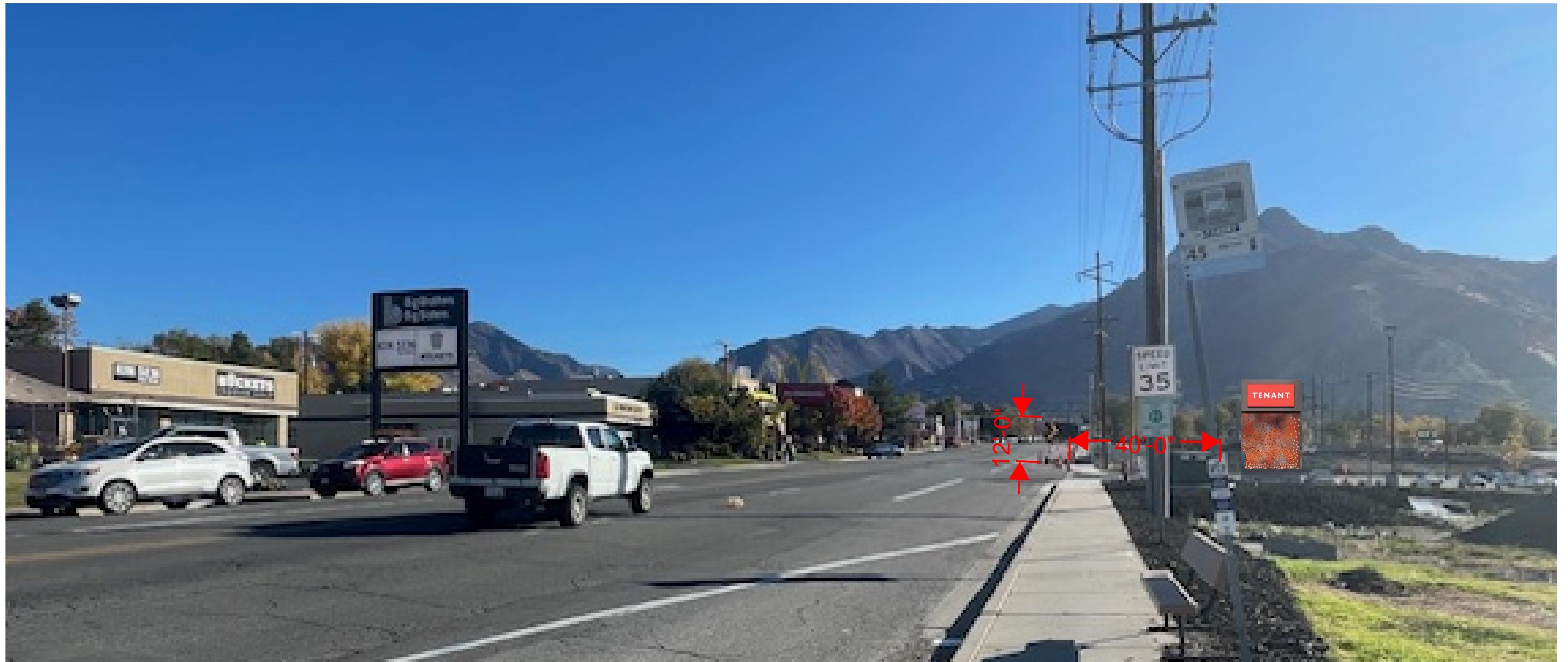
**Construction Banners:** A Maximum of 1 (one) banner per building wall side with a maximum of 10% wall coverage.

**Directional Signage:** Limited to site entrances, relocated entrances, private roads, streets, and construction areas.

\*Detailed Project Sign Criteria will be required as adopted by Planning Commission and City Council as an Appendix prior to building permit approvals.



MURRAY HOLLADAY AND ROYCE



MURRAY HOLLADAY AND ROYCE



MURRAY HOLLADAY AND CHANIN



MURRAY HOLLADAY AND CHANIN

# APPENDIX A: Project Sign Criteria

11'-2"  9'-0" 



20'-0"  4'-6" 

## MEASUREMENTS

OVERALL SIGN: 20'H x 11' 2"W  
SIGNBOX: 4'-6"H x 9'W

## MEASUREMENTS

OVERALL SIGN: 20'H x 11' 2"W  
SIGNBOX: 4'-6"H x 9'W

10'-3"  4'-6" 



3'-0"  20'-0" 

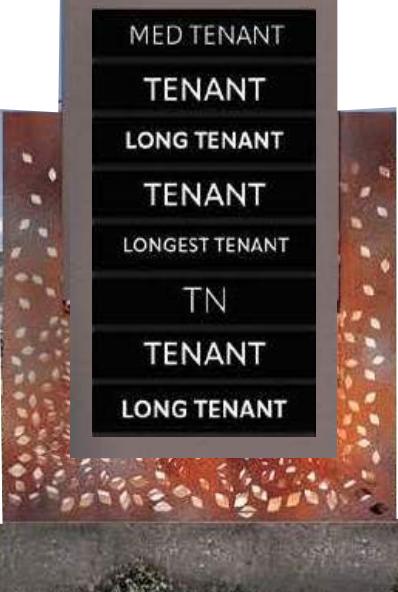


## MEASUREMENTS

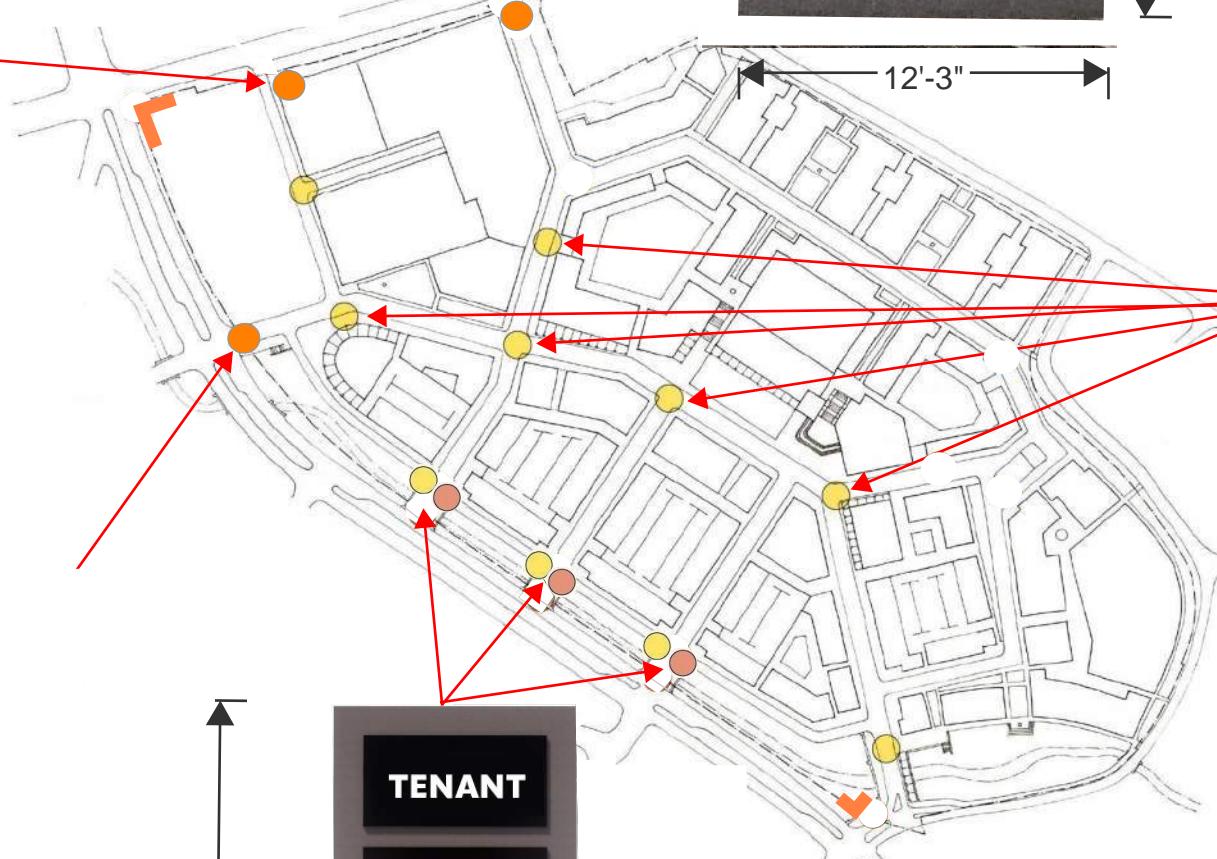
OVERALL SIGN: 20'H x 14'W  
SIGNBOX: 14'H x 8'W

8'-0" 

20'-0"  15'-6" 

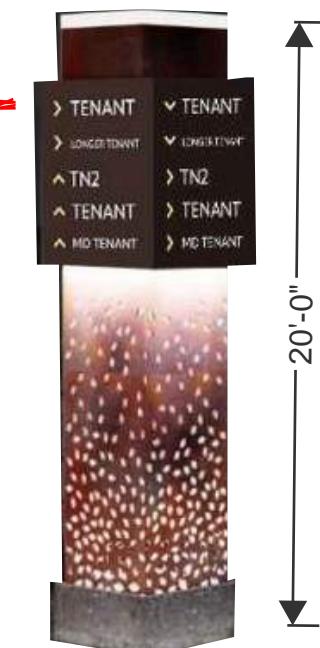


14'-0" 



## MEASUREMENTS

OVERALL SIGN: 20'H x 14'W



20'-0" 

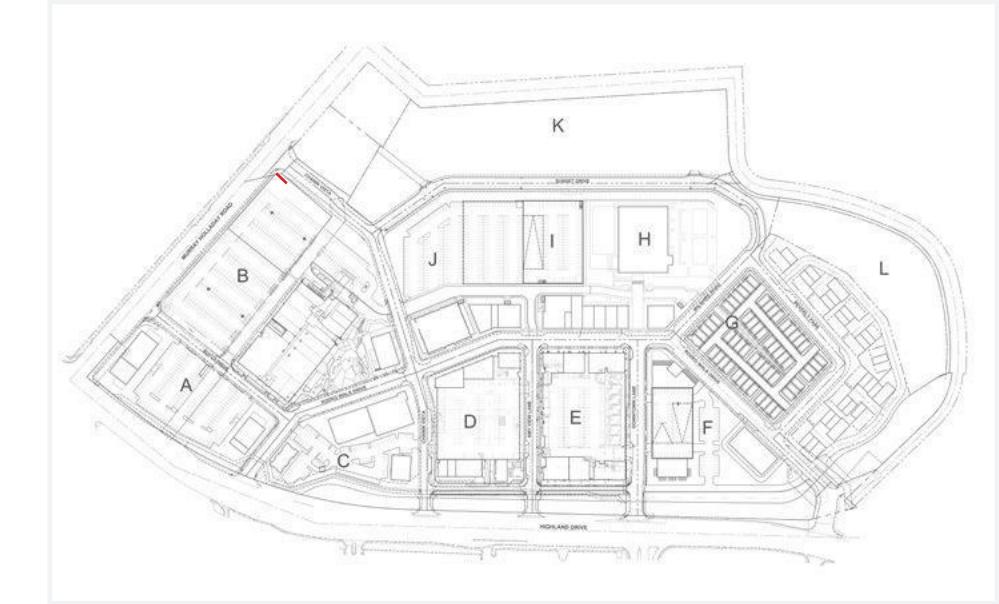
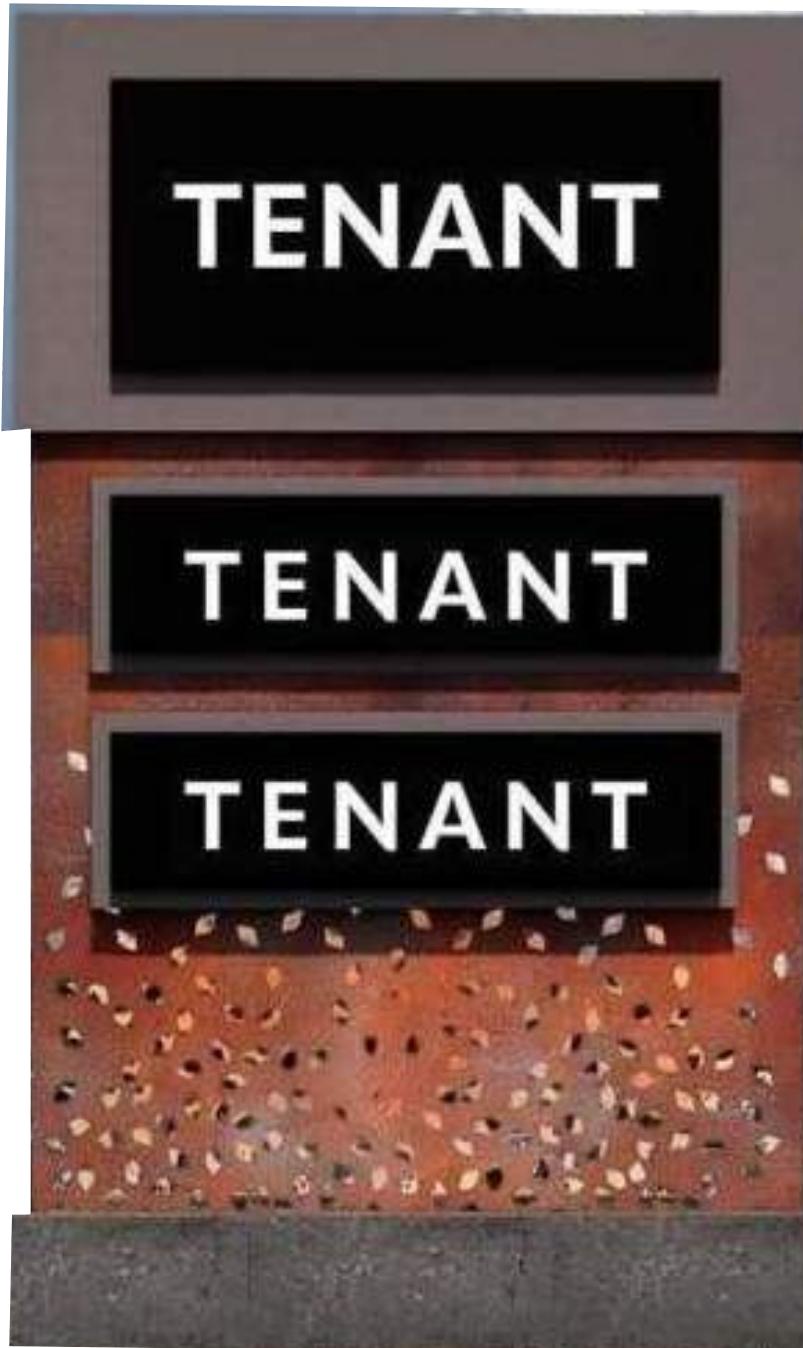
 DIRECTIONAL SIGNAGE

 MULTITENANT DEVELOPMENT SIGNAGE

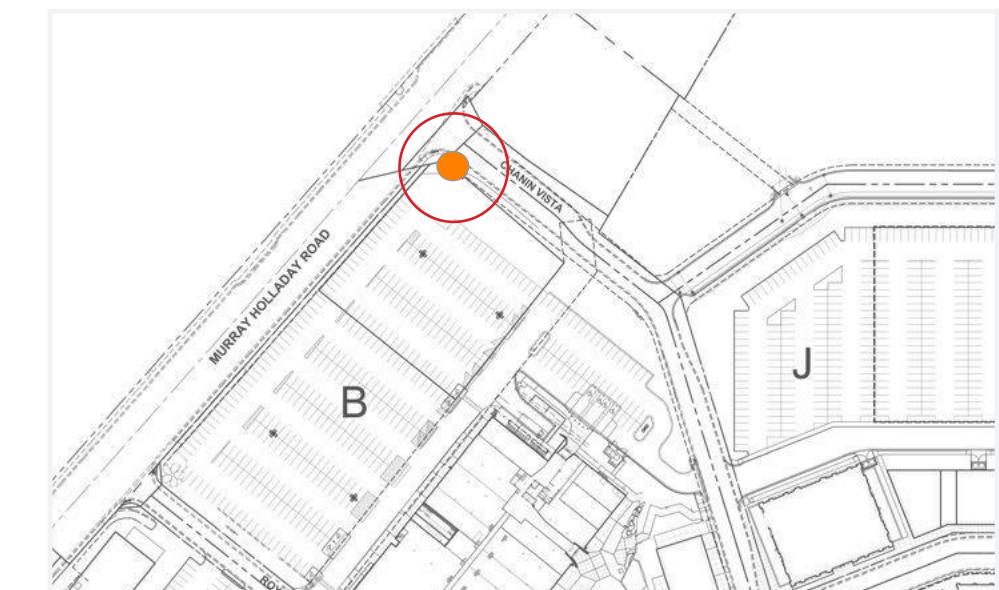
 ARRIVAL/DEVELOPMENT ID SIGNAGE

# APPENDIX A: Project Sign Criteria

## Conceptual Development Sign A



SITE PLAN LOCATION



DETAILED LOCATION

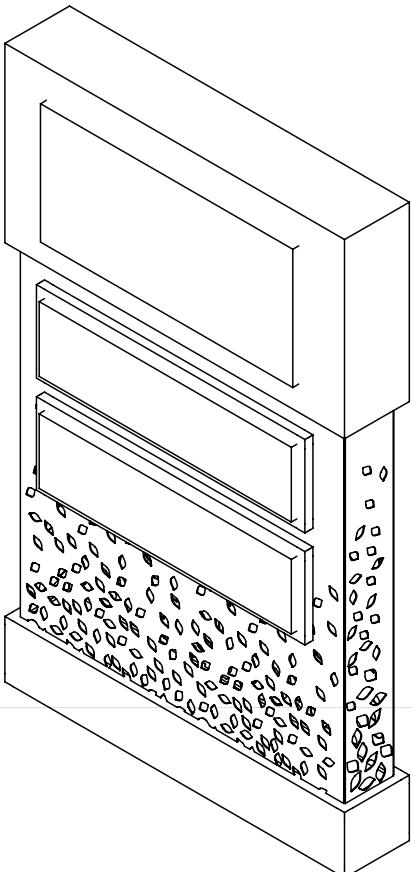
# APPENDIX A: Project Sign Criteria

## Conceptual Development Sign A

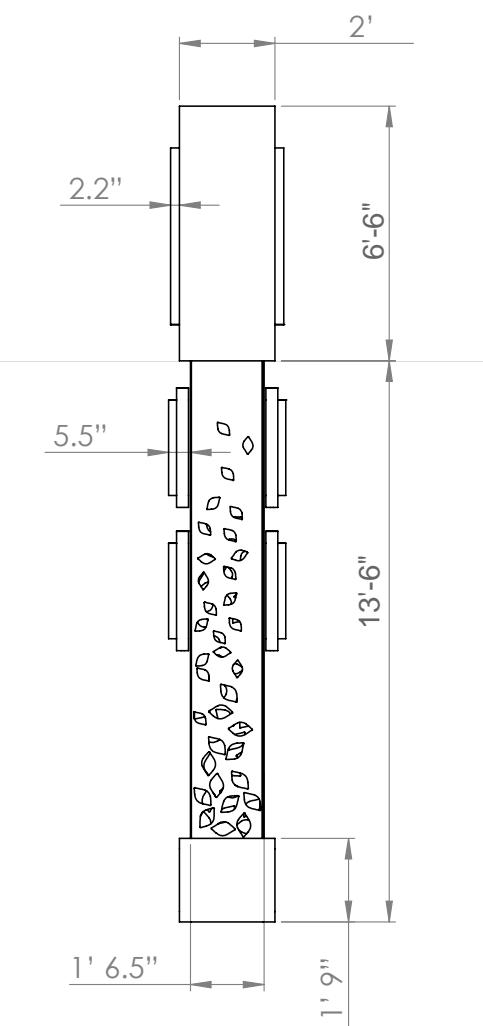
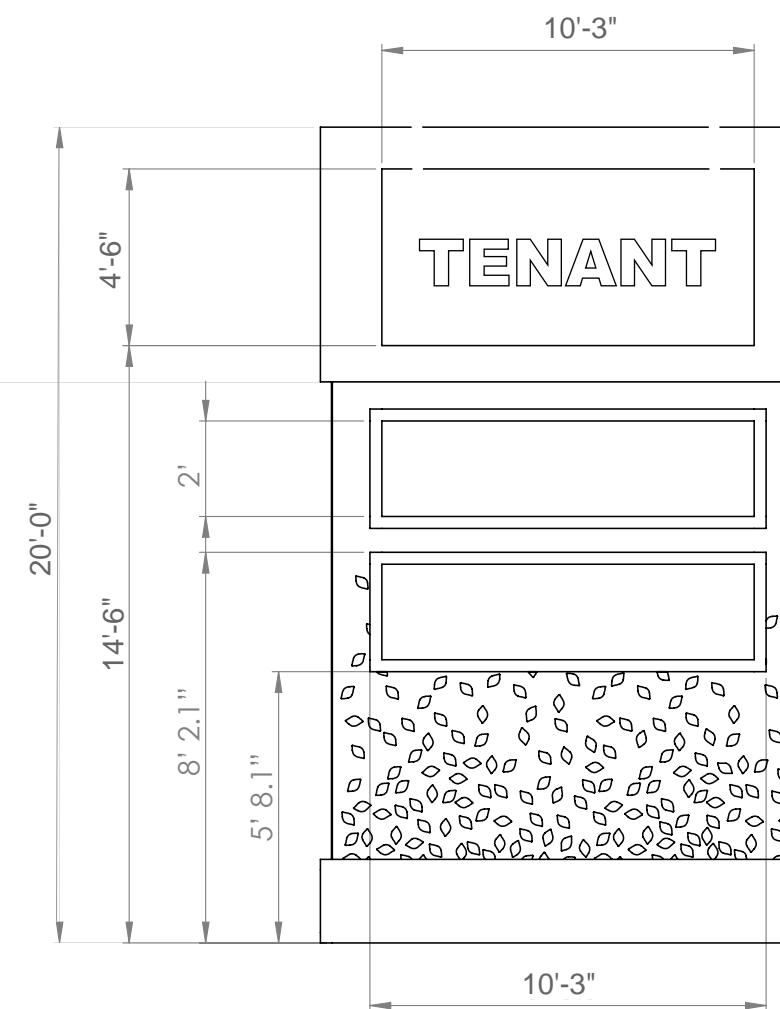
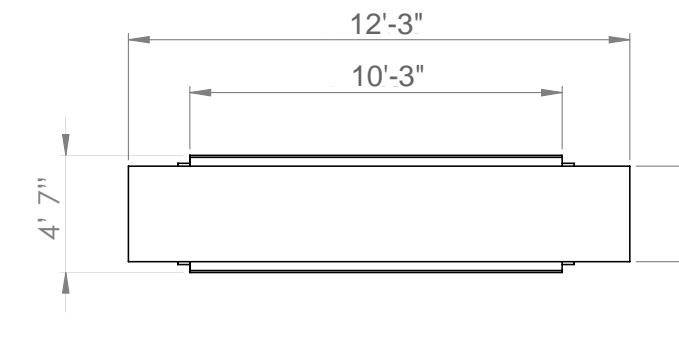
### MEASUREMENTS

OVERALL SIGN: 20'H x 12'-3"W

SIGNBOX: 4'-6"H X 10'-3"W

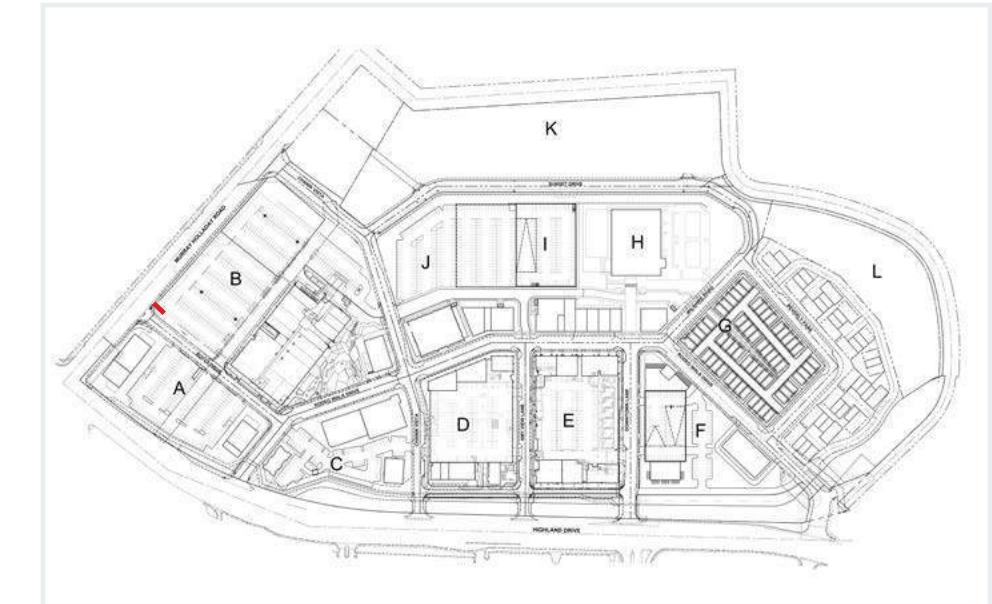
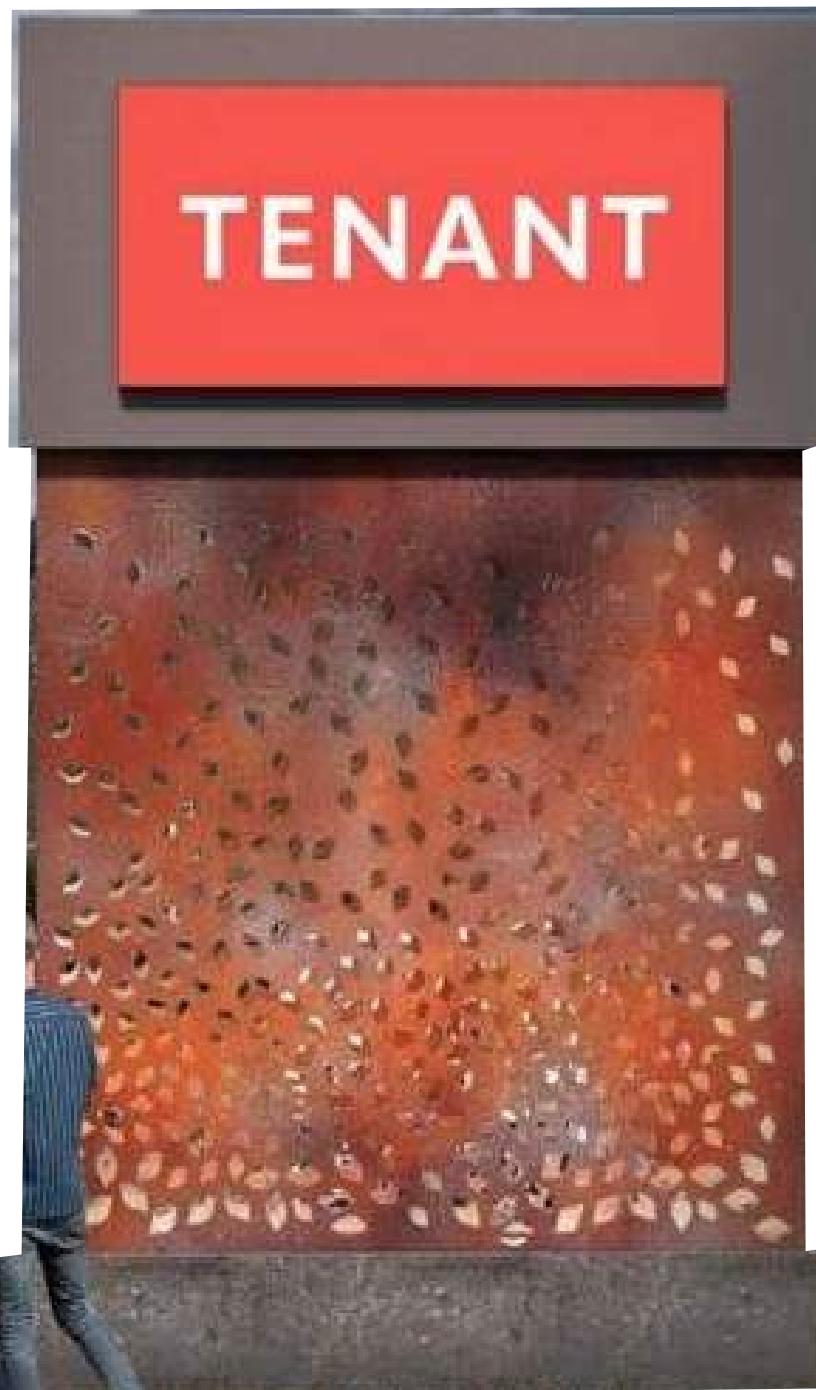


ISOMETRIC VIEW

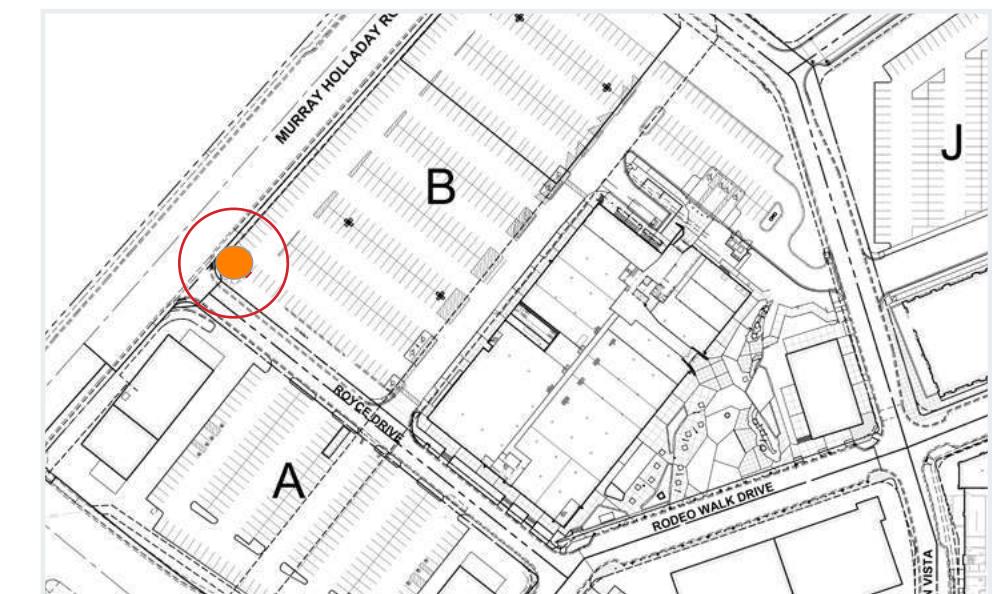


# APPENDIX A: Project Sign Criteria

## Conceptual Development Sign B



SITE PLAN LOCATION



DETAILED LOCATION

# APPENDIX A: Project Sign Criteria

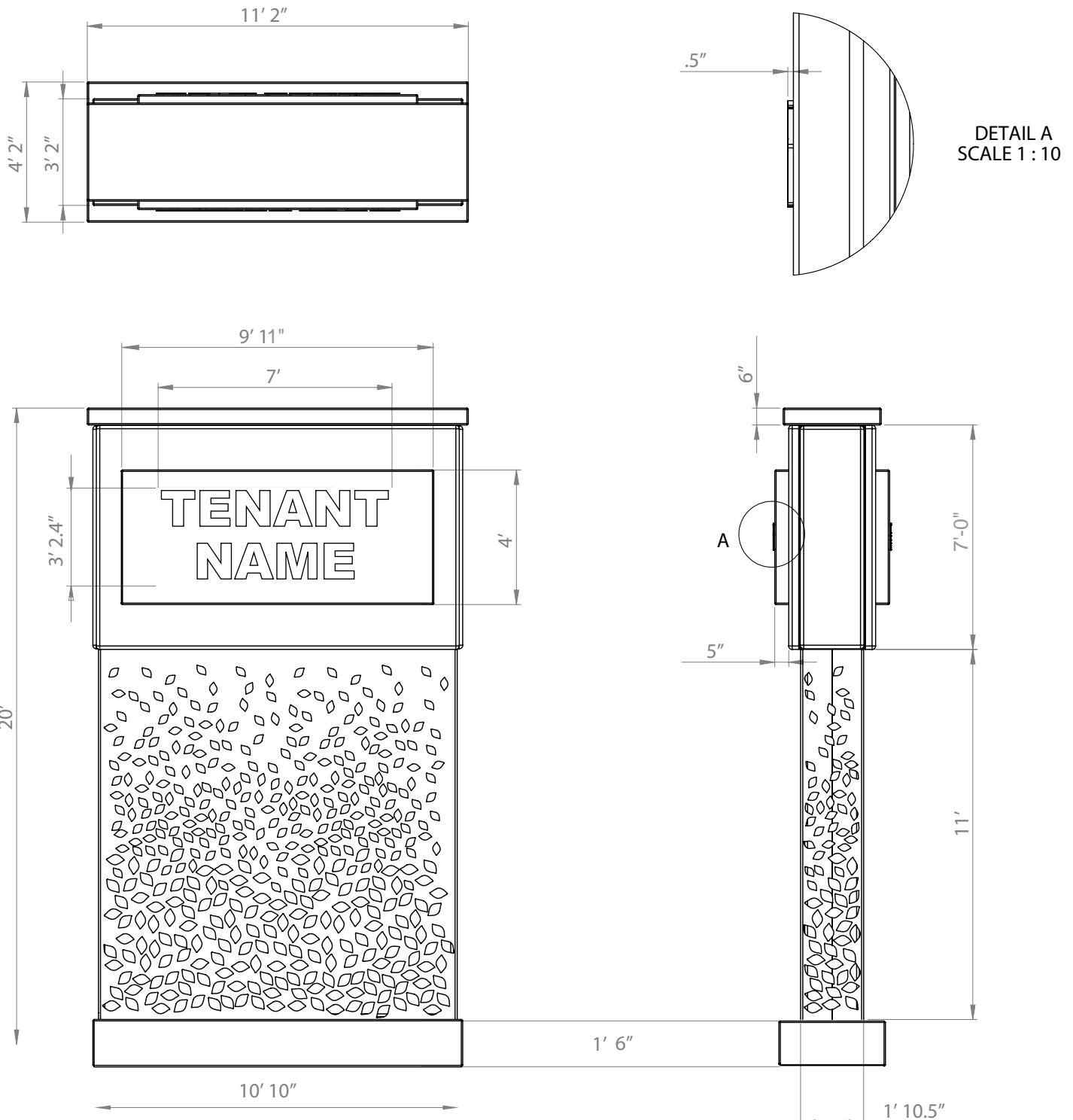
## Conceptual Development Sign B

### MEASUREMENTS

OVERALL SIGN: 20'H x 11' 2"W

SIGNBOX: 4'H x 9' 11"W

TENANT LOGO: 7' wide

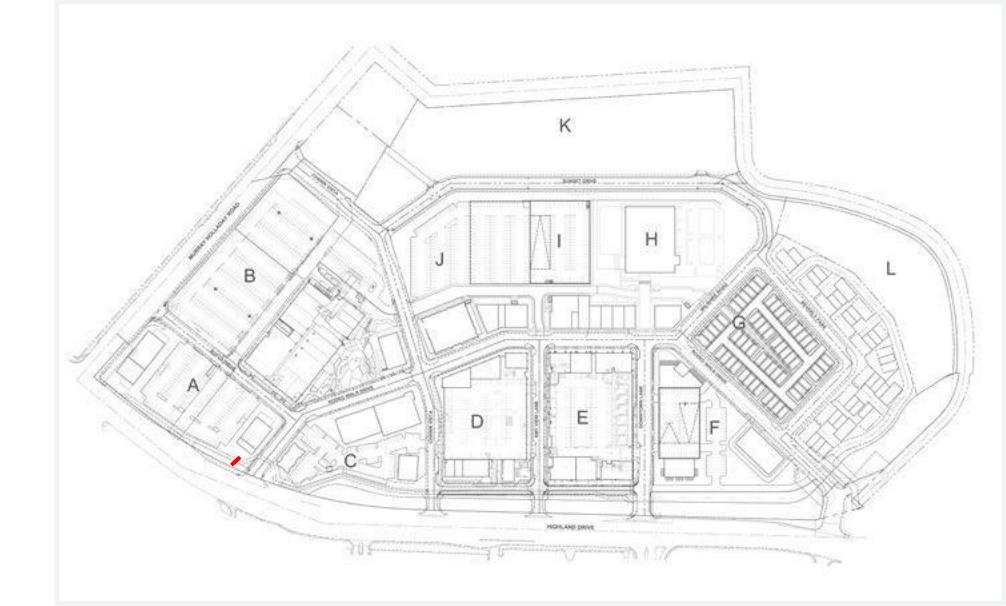


# APPENDIX A: Project Sign Criteria

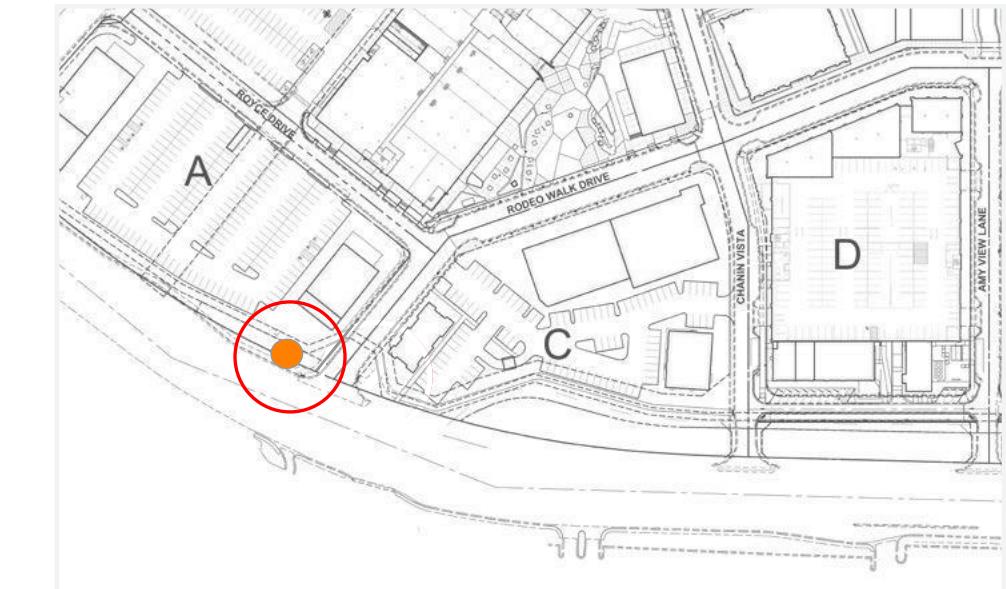
## Conceptual Multi-Tenant Development Sign C



PHOTO RENDERING



SITE PLAN LOCATION



DETAILED LOCATION

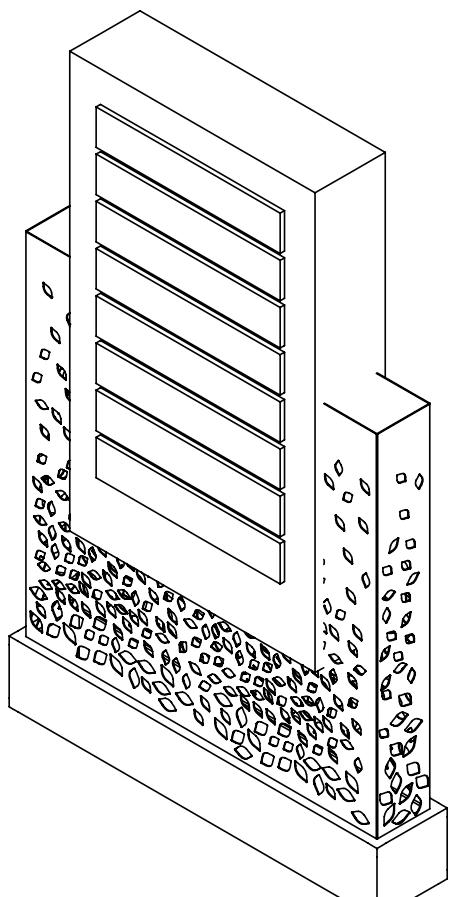
# APPENDIX A: Project Sign Criteria

## Conceptual Multi-Tenant Development Sign C

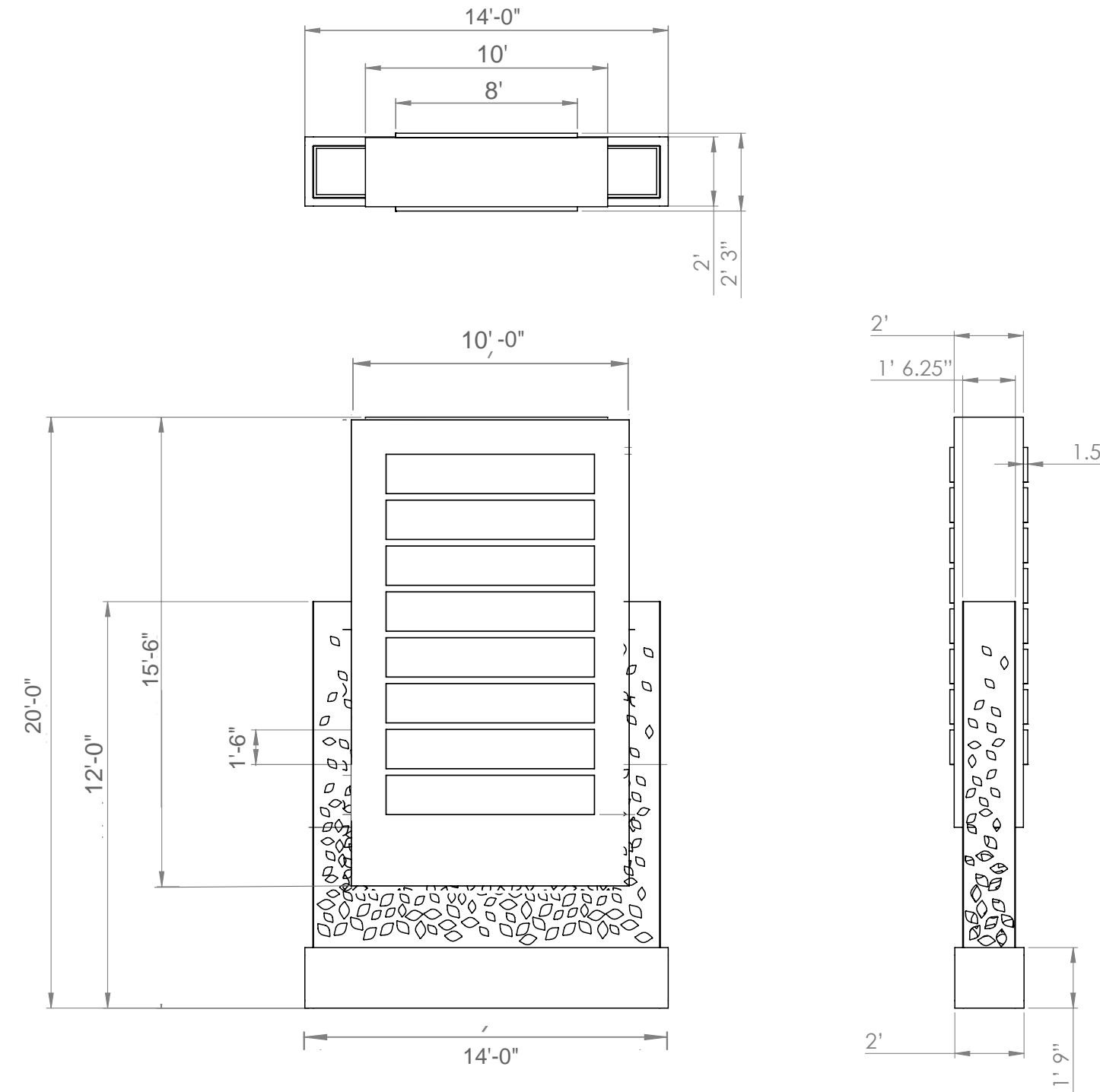
### MEASUREMENTS

OVERALL SIGN: 20'-0"H x 14'-0"W

SIGNBOX: 15'-6"H x 10'-0"W



ISOMETRIC VIEW

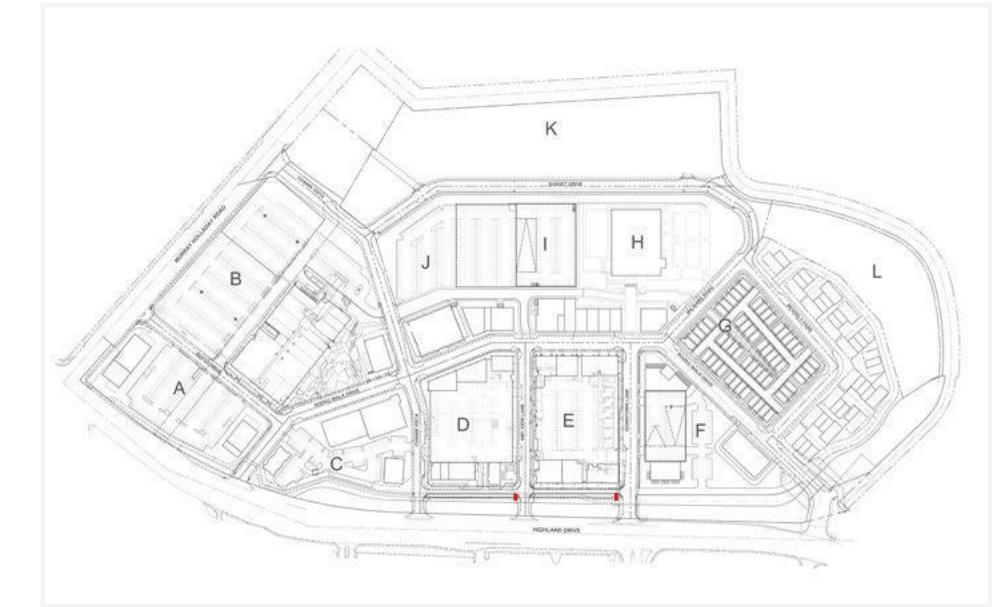


# APPENDIX A: Project Sign Criteria

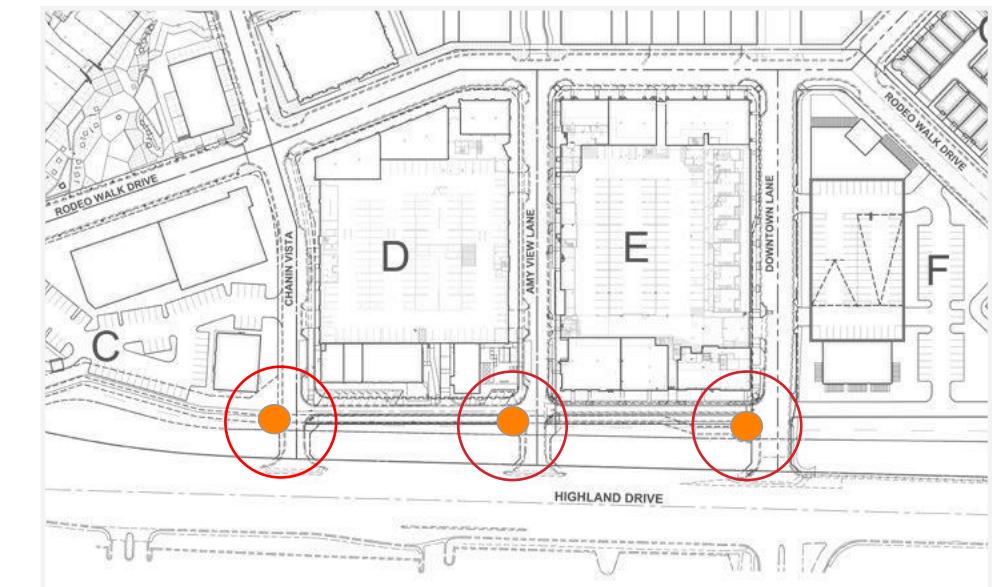
## Conceptual Multi-Tenant Development Sign D



PHOTO RENDERING



SITE PLAN LOCATIONS



DETAILED LOCATIONS

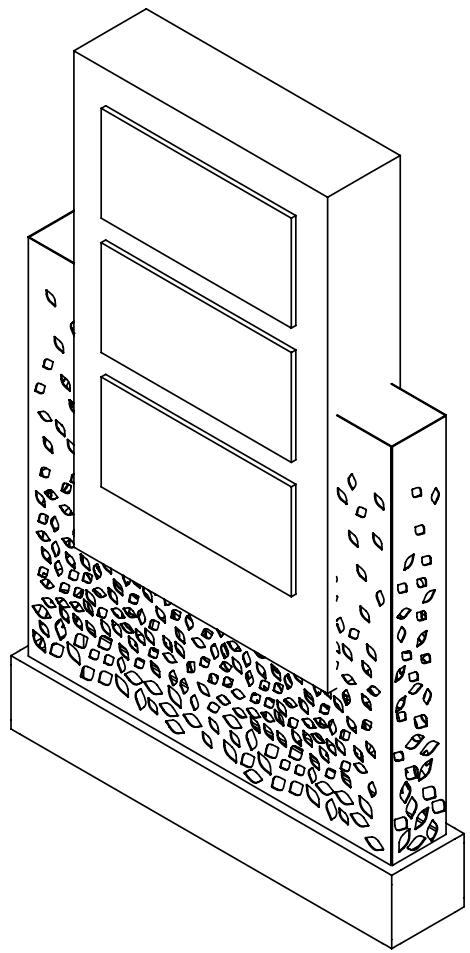
# APPENDIX A: Project Sign Criteria

## Conceptual Multi-Tenant Development Sign D

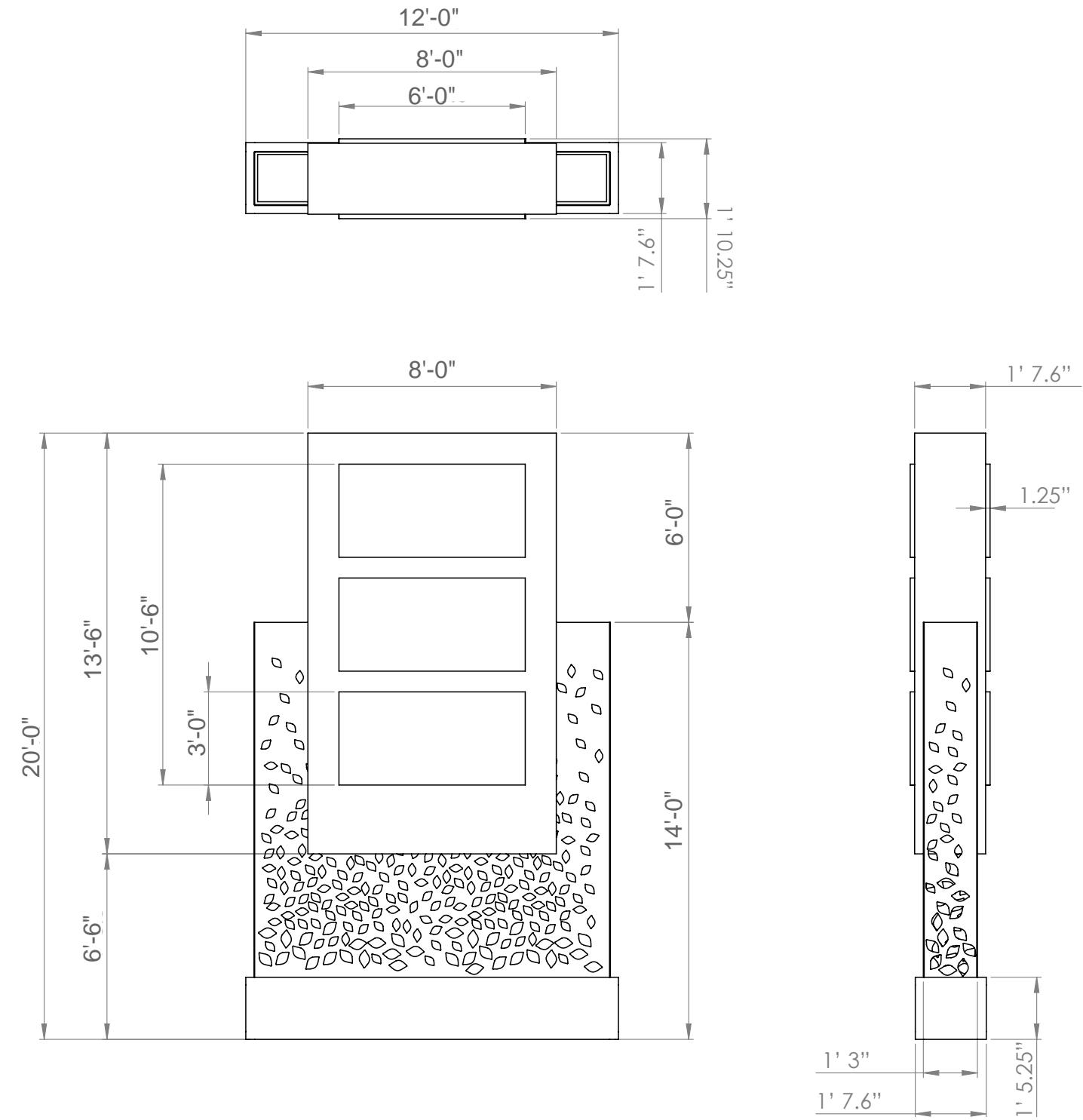
### MEASUREMENTS

OVERALL SIGN: 20'-0"H x 12'-0"W

SIGNBOX: 13'-6"H x 8'-0"W



ISOMETRIC VIEW



# APPENDIX A: Project Sign Criteria

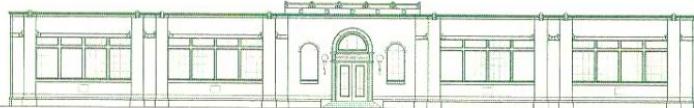
## Conceptual Parking & Directional Signage



PARKING SIGN CONCEPT



DIRECTIONAL SIGN CONCEPT



City of Holladay

## CITY OF HOLLADAY COUNCIL STAFF REPORT

**MEETING DATE:** November 20<sup>th</sup> 2025

**SUBJECT:** Requirements of HB 48, Wildland Urban Interface Modifications

**SUBMITTED BY:** Jonathan Teerlink, Community and Economic Development

---

### REQUIRED CITY COUNCIL ACTION: *Legislative*

**Public hearing to be held.** *Decisions on proposed amendment to a city ordinance is a legislative action, requiring the Planning Commission review the proposal and forward a recommendation to the City Council for final decision/action.*

### SUMMARY

During the council's October 23<sup>rd</sup> meeting, an overview of [HB 48](#) was provided by staff and members of the Unified Fire Department (UFA). The presentation included various bill requirements meant to reduce wildfire risk, improve public safety, and help maintain affordable fire-insurance availability. These actions are,

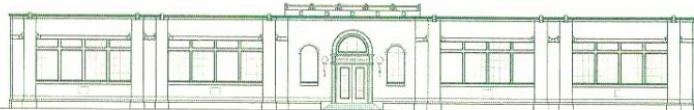
- Adopt a local Wildland Urban Interface (WUI) map by January 1, 2026.
- Update local building codes using the 2006 International Fire Code (Wildland Urban Interface sections).

Two map options were prepared and presented. Discussion among the council concluded with a preferred map option. The preferred option and associated WUI code amendments were presented to the public via the Planning Commission review process.

During the Planning Commission's October 28<sup>th</sup> public hearing meeting, a similar presentation by city and UFA staff members was provided. Public comment on the preferred WUI overlay map was accepted with the commission voting to recommend (6-0) the map as presented, as well as associated WUI code compliance requirements.

### BACKGROUND:

During the 2025 Legislative session, the Legislature adopted, [HB 48](#) Wildland Urban Interface Modifications. This bill requires cities to adopt and enforce the Utah Wildland Urban Interface (WUI) building code standards within their municipal boundaries. The current Code (2006) address area where homes and development meet or intermingle with wildland vegetation. Because these areas face higher wildfire exposure, they require extra precautions—such as defensible space, ignition-resistant construction, and vegetation management. Failure to adopt or enforce these standards could make the city ineligible for state cost coverage in the event of wildfire under cooperative fire agreements.



## City of Holladay

Utah's Division of Forestry, Fire and State Lands (FFSL) developed a statewide Structure Exposure Score map (SES) that rates wildfire risk from 1 to 10. Scores reflect ember-cast potential, slope, vegetation, and proximity to other structures. Structures with a rating of SES 7 and above qualify for the State's High-Risk WUI classification and associated wildfire-mitigation fee. <https://wildfirerisk.utah.gov>

HB 48 also requires that insurers use the map provided by FFSL to determine whether a property that they may insure is at high risk for a wildfire, and sets conditions on rate increases, cancellation or non-renewals as they related to wildfire conditions. Further, HB 48 anticipates that properties in high-risk area will be assessed a fee, which will be used to create a Wildland Urban Interface Prevention Preparedness and Mitigation Fund. Counties will be responsible for administering this portion of the program.

The bill also anticipates an on-the-ground parcel by parcel inspection program for prevention and mitigation efforts. In the first year, a flat fee will be assessed based on the square footage of structures for all properties in the designated area, with possible reductions in future years based on mitigation efforts. The program is still going through the rulemaking process at the state level, and many important details remain to be worked out during that process.

City Staff, along with the City Attorney and staff from the Unified Fire Authority, have carefully reviewed the requirements of the new law, as well as data generated by the FFSL. Our recommendation is for the City to adopt a Wildland Overlay Zone. The state's adopted WUI building code would be required in that zone, adding additional landscaping requirements and potentially additional cost to building in that overlay zone. Administration will primarily be done by the Building Division of the CED Department and the UFA.

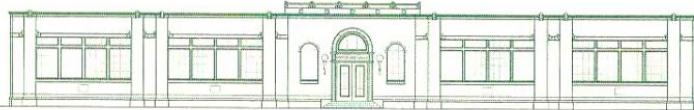
### **HOLLADAY vs STATE FIRE RISK MAPPING**

Holladay's WUI map is independent from the state's and serves a different legal purpose than the State's High-Risk WUI boundary:

ACTION	CITY OF HOLLADAY WUI OVERLAY MAP	STATE (FFSL) HIGH-RISK WUI MAP
USED TO ADDRESS	Local building-code development review	Statewide wildfire-risk assessment and fee collection
ADOPTED BY	Holladay City Council	Utah Division of Forestry, Fire and State Lands
APPLIES TO	New construction & major remodels in WUI zones	All properties scored $\geq 7$ statewide
FEES ASSOCIATION	none	Subject to state-wide wildfire mitigation fee
MAP DEVELOPMENT METHODOLOGY	Based on same SES data but boundaries generalized by geographic location: block streets etc.	State-wide resolution, raster-based accuracy of 30 meters

### **REQUEST:**

Council is requested to review the Planning Commission's unanimous recommendation to adopt the Wildland Urban Interface Overlay Zone map, and the 2006 Utah Wildland Urban



## City of Holladay

Interface code which enacts building and site plan requirements for new construction within the overlay zone. In detail;

- Creation of Title 13.70: Adopting the “Wildland Urban Interface Overlay Zone” map as recommended
- Amend [§15.08.01](#) “Technical Codes Adopted” as required by the Utah Wildland Urban Interface Code adopted under Utah Code Section 15A-2-103;

### **FISCAL IMPACT:**

Undetermined. We expect additional costs for both staff, to administer the new zone overlay, and property owners. It is possible some of those costs could be reimbursed by the new Fund, but that is not yet known.

### **RECOMMENDATION**

Continue to work meeting.

### **ATTACHMENTS:**

- WUI Overlay Map
- Recommended Code Amendments;
  - 13.70 “Wildland Urban Interface Fire Code”
  - 13.03.030, “Site Plan Requirements”, to provide required site plan elements needed for permit application review and approval.
  - 15.05.01, “Technical Codes Adopted” as required by the Utah Wildland Urban Interface Code adopted under Utah Code Section 15A-2-103;
- Utah Wildland Urban Interface Code, 2006 – *highlights by staff*
- HB48 – *highlights by staff*

November 1, 2025

Dear Council Member Gray,

I am writing to voice my concern about the Wildland-Urban Interface (WUI) fire zone that will be voted on at the next City Council meeting. I believe the map was hastily drawn up (because of a deadline imposed by the state legislature) without proper considerations for many homes which will now be included in that fire zone. The biggest impact likely will be problems with home insurance. The only meeting on this issue prior to the upcoming City Council meeting on Nov. 6, was a meeting of the planning commission on Oct. 28. There was limited time for the public to be briefed on the matter and make comments at this meeting. The city officials making remarks acknowledged they had limited understanding of all the issues involved and most members of the planning commission had not read the entire code document produced by the state that is the basis for WUI designation.

Wallace Lane has excellent access for fire engine response, and there is a fire hydrant located in the front of my house (4891 S. Wallace Lane), which provides coverage for this area of Wallace Lane. The proposed WUI fire zone for Wallace Lane starts at 4730 S. and proceeds south from there. As you go south from 4730 S. towards 4940 S. (Lehua Lane), there are homes east on Stone Pine Lane that separate many houses on this portion of Wallace Lane from the I-215 freeway. In addition, there is only scattered vegetation along this I-215 right-of-way embankment. It should be noted that all of the City of Holladay interface with the I-215 freeway has a tall concrete sound barrier (which blocks fire originating from the freeway, such as a tossed cigarette).

I would propose that the area from 4730 S. to 4940 S. along Wallace Lane be removed from the proposed WUI fire zone.

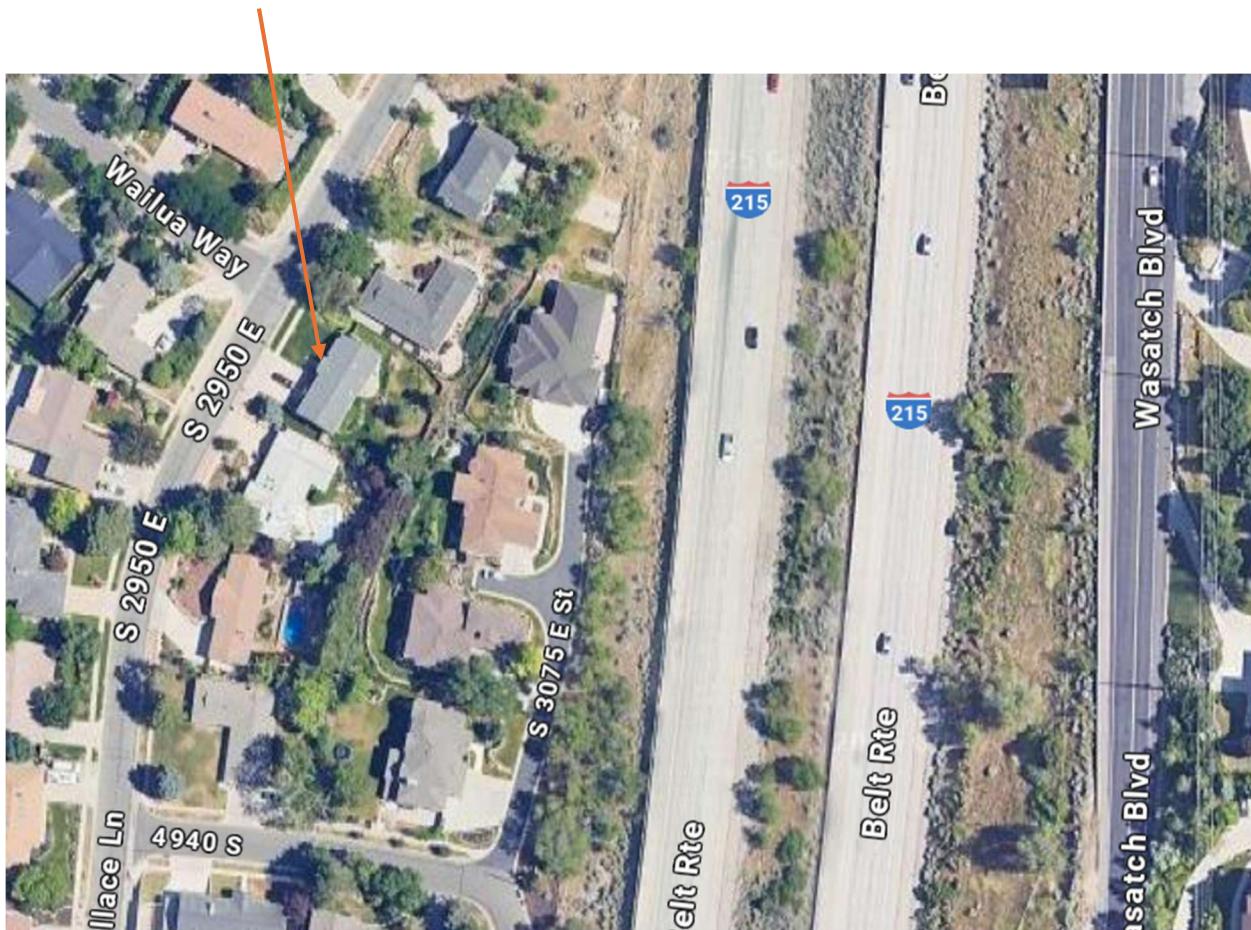
The legislation that is prompting cities, such as Holladay, to designate WUI fire zones, where appropriate, is House Bill 48: Wildland Urban Interface Modifications. In the state Forestry, Fire & State Lands overview of the bill, it states that "HB 48 is a Utah Law aimed at mitigating wildfire risks in areas where homes and wildland meet." Also it puts forward that fees payable to the state will be assessed for properties included in a WUI fire zone. The state agency also states that local authorities should reference the state-developed Structure Exposure Score (SES) map, which has WUI fire zones 5, 6, and 7 as shown areas of concern.

The proposed City of Holladay fire zone map adds this area of Wallace Lane to the existing fire zone 5. The impacts are a new added fee for homeowners (amount unknown at this time), and a significant concern as regards to increased cost or availability of fire insurance from the Wildland Urban Interface fire zone now being designated for these homes. The

view of the residences show they are west of the I-215 freeway, which separates these homes from the Wasatch Mountains.

Anna Policelli house

Address: 4891 S Wallace Lane, Holladay (Fire Hydrant in front)



Fire danger from the Wasatch Mountains is separated from the neighborhood by the I-215 freeway corridor as shown.

Thank you for your attention to this matter of concern for myself and many homeowners in District 4 and District 5 of the City of Holladay.

I have notified my neighbors, who were unaware of these circumstances, and they are now very concerned about WUI fire zone designation.

Sincerely,

*Anna Policelli*

Anna Policelli (4891 S. Wallace Lane)

*Gary Freedman*

Gary Freedman (4893 S. Wallace Lane)

Craig Caldwell (4901 S. Wallace Lane)

*Craig Caldwell*



## Understanding WUI Zone vs. Forestry, Fire and State Lands's High-Risk WUI Boundary

### 1. What is a Wildland-urban Interface (WUI) Zone?<sup>1</sup>

WUI Zone is defined in Utah code as: The line, area or zone where structures or other human development (including critical infrastructure that if destroyed would result in hardship to communities) meet or intermingle with undeveloped wildland or vegetative fuel.

Declaring WUI Zones is required by the Utah WUI Code in Chapter 3. This is where the WUI Code is applicable and enforceable by Authority Having Jurisdiction (AHJ). Typically designed by the local agency and determined by analyzing findings of fact like distance to wildlands, presence and density of flammable vegetation, weather, slope, road access, density of structures etc.-

- Forestry, Fire and State Land (FFSL) recommendations for developing your WUI Zone
  - Review risk levels and map layers in the “Themes” section of Utah’s Wildfire Risk Assessment Portal (UWRAP)
    - Theme layers include: Wildfire Hazard Potential, Risk to Drinking Watershed and Population, Burn Probability, Damage Potential, Structure Exposure Score (SES), Conditional Risk to Potential Structures, and Risk to Potential Structures
  - UWRAP Structure Exposure Score (SES) theme layer where the SES is categorized as 5 or higher is recommended to reference when determining a WUI Zone.
    - SES score takes into account burn probability, damage potential and includes ember loading.

### 2. What is FFSL's High-Risk WUI Boundary?

The Division of Forestry, Fire & State Land's (FFSL) high-risk WUI boundary specifically identifies WUI areas that present an elevated risk of wildfire. This high-risk boundary is a more refined assessment and is determined by:

- Areas where there is an SES of 7+ combined with structure density and refined by local subject matter experts, as determined by the division.

Identifying the high-risk WUI boundary is required of the division by 2025's House Bill 48. Properties with structures within the high-risk WUI boundary will be assessed an annual fee and encouraged to have a certified WUI lot assessment. These assessments identify ways in which the property owner can reduce their wildfire risk through improving their defensible space and ignition resistant construction.

### 3. Why are these distinctions important?

- A WUI zone is created by the AHJ where the WUI Code is applicable and enforceable.
- The High-Risk WUI boundary is created by the state, determining where properties with structures will be classified and assessed a fee.

---

<sup>1</sup>AHJ's have their own criteria and methodologies for defining their WUI Zones, which can lead to variations in mapping.



## Key Differences

	<b>WUI Zone</b>	<b>High-Risk WUI Boundary</b>
<b>Owner</b>	Authority Having Jurisdiction (AHJ), i.e. Counties & Municipalities	Utah DNR, Division of Forestry, Fire and State Lands (FFSL)
<b>Purpose</b>	<p>WUI code applies and is enforceable within this zone.</p> <ul style="list-style-type: none"> <li>Enforcement of building standards found in the currently adopted Utah Wildland Urban Interface Code.</li> </ul>	<p>High-Risk WUI property classifications and fee applies.</p> <ul style="list-style-type: none"> <li>Properties with structures will be assessed a state fee.</li> <li>Lot assessments will provide property owner education on their individual wildfire risk and classification level.</li> <li>Insurance companies are required to utilize this boundary to identify high-risk WUI.</li> </ul>
<b>Criteria for Zone/Boundary Line</b>	Determined by the local AHJ. Collaborate with FFSL, who recommends SES 5+ as a starting point.	Determined by FFSL using wildfire risk layer themes including, but not limited to, SES 7+ and Structure Density and refined by local subject matter experts.
<b>Impact to Property Owner</b>	<p>New construction will comply with all the requirements in the Utah WUI Code.</p> <p>Existing construction will comply with the defensible space requirements in the Utah WUI Code.</p>	Property owners will be assessed a fee based on the square footage of taxable structures on their property. Fees may be adjusted according to the classification level assigned.
<b>Impact to AHJ</b>	<p><b>County:</b> Must determine WUI Zone, adopt and enforce the Utah WUI Code.</p> <p><b>Municipality:</b> Must determine WUI Zone, adopt and enforce the Utah WUI Code.</p> <p><b>Fire Departments:</b> May assist in determination of WUI Zone.</p>	<p><b>County:</b> Collect fees.</p> <ul style="list-style-type: none"> <li>They may retain a portion of the fees needed to cover their implementation costs.</li> </ul> <p><b>AHJ:</b> May assist FFSL with lot assessments.</p>

\*WUI - Wildland-urban Interface, SES - Structure Exposure Score.



# WILDLAND URBAN INTERFACE OVERLAY



## Proposed Holladay WUI Overlay (Zone A)

### *Direct Interface*

435 Houses



0 0 130 25

0.5 0.75

1 Miles

7000 S

## Fort Union Blvd

County of Salt Lake, Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

# STRUCTURE EXPOSURE SCORES

This map displays generalized polygon features derived from raster data representing structure exposure scores. The polygons illustrate areas classified as exposure risks, corresponding to categories 5, 6, and 7 on a 1-10 risk scale.

While other state sponsored maps provide the detailed raster-based exposure data, this version simplifies those results into broader polygon zones to support easier visualization and general interpretation. These generalized areas allow users to understand spatial patterns of exposure risk across the city without focusing on pixel level variations.

- WUI - SES - 4
- WUI - SES - 5
- WUI - SES - 6
- WUI - SES - 7

## The Structure Exposure Score (SES)

### What it measures:

The Structure Exposure Score (SES) represents a structure's overall wildfire hazard by evaluating both the likelihood of a wildfire reaching that location and the expected intensity and ember exposure if a fire occurs.

### How it's calculated:

The SES is generated by the Utah Division of Forestry, Fire, and State Lands (FFSL) using advanced wildfire simulation models and statewide GIS data

### Key factors in the calculation include:

- Proximity to wildland vegetation - distance to flammable fuels surrounding the structure.
- Wildfire likelihood - probability of a fire starting and spreading to the site.
- Wildfire intensity - modeled flame length and heat levels expected during a fire.
- Ember travel risk - potential for embers to ignite structures beyond the direct flame front.
- Distance to other structures - clustering of nearby homes and buildings that can increase exposure.

### The scoring system:

Each structure receives a score within a 10-class scale, where:

Class I = lowest wildfire risk, minimal exposure.

Class X = highest wildfire risk, extreme exposure.

These SES values form the foundation for Utah's High-Risk Wildland Urban Interface (WUI) maps and guide wildfire preparedness, mitigation planning, and policy decisions under HB 48.

### MAP DISCLAIMER

This map is for planning purposes only. Wildfire risk data, including the Structure Exposure Score (SES) and WUI boundaries, was developed by the Utah Division of Forestry, Fire, and State Lands (FFSL) using wildfire models and statewide data. The information shown is generalized and subject to change. No warranty is made regarding accuracy, and users must verify all information before making decisions. Neither City of Holladay City nor the State of Utah assumes liability for use of this map.



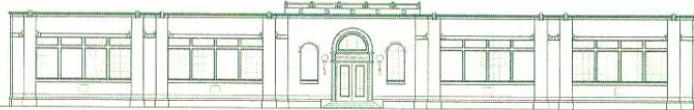
0 0.1 0.2 0.4

0.6 0.8

County of Salt Lake - Utah Geospatial Resource Center, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatasetyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

City of Holladay  
Proposed Budget Amendment

General Ledger Account Description	FY26 Original Budget	Proposed Change	FY26 Proposed Amended Budget	Description
<b>General Fund</b>				
<b>Expenditures</b>				
Admin Employee Benefits	292,927	26,241	319,168	Employee RSA program
CED Employee Benefits	322,441	20,346	342,786	Employee RSA program
Court Employee Benefits	124,236	18,531	142,767	Employee RSA program
Engineering Employee Benefits	64,307	4,840	69,147	Employee RSA program
Stormwater Benefits	51,763	2,074	53,838	Employee RSA program
Computer Software	120,353	13,000	133,353	Recreation Scheduling Program
Transfer to Arts Fund	-	3,000	3,000	Creative aging city match
Increase in Fund Balance	182,114	(88,031)	94,083	Decrease in budgeted increase in fund balance
<b>TOTAL RECOMMENDED EXPENDITURE BUDGET</b>				
<b>ADJUSTMENTS - GENERAL FUND</b>	<b>\$ 1,158,141</b>	<b>\$ -</b>	<b>\$ 1,158,141</b>	
<b>Arts Fund</b>				
<b>Revenues</b>				
Trans from General Fund	-	3,000	3,000	Creative aging city match
Grants	-	3,000	3,000	Creative aging grant
<b>TOTAL RECOMMENDED REVENUE BUDGET</b>				
<b>ADJUSTMENTS - ARTS FUND</b>	<b>\$ -</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	
<b>Expenses</b>				
Creative aging program	-	6,000	6,000	Creative aging
<b>TOTAL RECOMMENDED EXPENSE BUDGET</b>				
<b>ADJUSTMENTS - ARTS FUND</b>	<b>\$ -</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	
<b>Grants Fund</b>				
<b>Revenues</b>				
6200 S Matching Fund Transfer from CP	-	45,205	45,205	6200 south invoice T group inspection, Unreimbursable costs
Highland Drive Grant	-	1,230,000	1,230,000	Highland Drive HB 488 funding
Highland Drive Transfer from CP	-	5,091	5,091	WFRC Highland Drive safety audit
SLCo Housing Rehab Loan Program	-	220,000	220,000	SLCo Housing rehabilitation Program
Transfer From RDA	-	10,160	10,160	SLCo Housing rehabilitation Program City RDA Match
<b>TOTAL RECOMMENDED REVENUE BUDGET</b>				
<b>ADJUSTMENTS - GRANTS FUND</b>	<b>\$ -</b>	<b>\$ 1,510,456</b>	<b>\$ 1,510,456</b>	
<b>Expenses</b>				
6200 South Matching Funds	-	45,205	45,205	6200 south invoice T group inspection, Unreimbursable costs
Highland Drive UDOT project	261,418	1,235,091	1,496,509	Highland Drive reconstruction and complete street project HB 488, WFRC safety audit
Holladay Housing Rehab Loan Program	-	230,160	230,160	Housing rehabilitation program
<b>TOTAL RECOMMENDED EXPENSE BUDGET</b>				
<b>ADJUSTMENTS - GRANTS FUND</b>	<b>\$ 261,418</b>	<b>\$ 1,510,456</b>	<b>\$ 1,771,874</b>	
<b>Capital Projects Fund</b>				
<b>Revenues</b>				
Approp Fund Balance	7,416,200	50,296	7,466,496	Increase in budgeted use of fund balance
<b>TOTAL RECOMMENDED REVENUE BUDGET</b>				
<b>ADJUSTMENTS - CAPITAL PROJECTS FUND</b>	<b>\$ 7,416,200</b>	<b>\$ 50,296</b>	<b>\$ 7,466,496</b>	
<b>Expenditures</b>				
6200 South Matching Funds	-	45,205	45,205	UDOT/ federal reimbursement nonparticipating costs
Transfer to Grants Fund	-	5,091	5,091	WFRC safety audit
<b>TOTAL RECOMMENDED EXPENDITURE BUDGET</b>				
<b>ADJUSTMENTS - CAPITAL PROJECTS FUND</b>	<b>\$ -</b>	<b>\$ 50,296</b>	<b>\$ 50,296</b>	



**City of Holladay**  
HOLLADAY CITY COUNCIL

## COUNCIL STAFF REPORT

**MEETING DATE:** November 20<sup>th</sup> 2025

**SUBJECT:** City of Holladay General Plan, 2025 “Holladay Horizons”

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

---

**ACTION:**

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

**SUMMARY:**

Following the city council’s meeting on November 6<sup>th</sup>, staff and city consultants have made minor revisions as requested by council members. These are presented as a final draft.

**REQUEST**

As a municipality must adopt and update their General Plan every 5-10 years (*Utah Code §10-9a-pt4*), this final draft proposal has been presented to the public, drafted by community led steering committee and reviewed and recommended by the Planning Commission as an update to Holladay’s now 10-year old General Plan. The city council is now requested to complete the final review and adoption

**ATTACHMENTS:**

Final Draft General Plan, 2025; Holladay Horizons

Final Draft General Plan Appendix, 2025

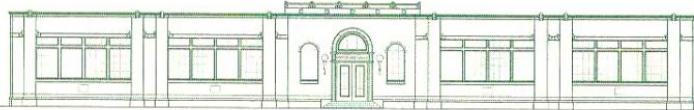
**FISCAL IMPACT:**

None

**SUGGESTED MOTION:**

Approval





**City of Holladay**  
CITY COUNCIL

## **CITY OF HOLLADAY COUNCIL SUMMARY REPORT**

**MEETING DATE:** November 20, 2025

**SUBJECT:** Approval of CDBG Grant Funds – Subrecipient Agreement with SLCounty

**SUBMITTED BY:** Ann Frances Garcia, Economic Development & Housing Manager

---

### **Action Needed:**

- Motion to authorize the City Manager or her designee to execute any and all documents necessary to further the project approved herein, including but not limited to amendments and modifications for this CDBG project with Salt Lake County.

### **SUMMARY:**

Staff applied for Urban County CDBG grant funds proposing a Home Repair Loan Program in the City of Holladay. The city was awarded \$220,000 for Program Year 2024-2025. Salt Lake County was delayed in getting their HUD contract until September 2025. Contracts started getting developed so we are getting a late start on our program. Each year cities can apply for funds through Salt Lake County and then the applications are evaluated, scored and awarded.

Activities carried out with CDBG funds must address at least one of the national objectives of the CDBG program which include:

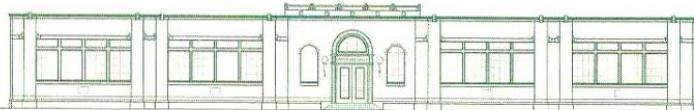
- ✓ Benefiting low- and moderate-income persons;
- ✓ Aid in preventing neighborhood deterioration; and,
- ✓ Meet other urgent community development needs due to natural disasters or other emergencies.

Activities may include, but are not limited to, public facilities and improvements, acquisition and relocation, public services and housing improvement/rehabilitation programs.

### **ANALYSIS:**

The City of Holladay strives to maintain a safe, decent, and sanitary environment for all of its residents. Therefore, the grant amount is spent only on those activities that will enhance the ability to achieve this goal.





**City of Holladay  
CITY COUNCIL**

***Home Repair Loan Program***

The Home Repair Loan Program intends to assist (8) eligible households with the high cost of repairing their homes. The loans will be up to \$25,000 per loan and will be covered by the CDBG grant. The loan fees are estimated to be approximately \$1,340 per loan for 8 loans, will total \$10,720 and funded by the RDA set-aside funds. The program may also provide support to City code enforcement efforts to correct substandard housing conditions.

This program is also a way to address challenges here in Holladay with the high costs associated with constructing new moderate-income housing. These challenges have been identified in both the current General Plan and the pending update as a way of identifying and pursuing creative means in accommodating residents.

***Program Administration***

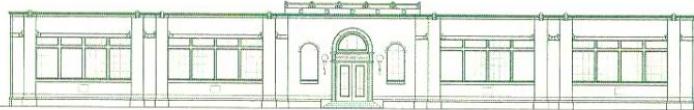
Program allowable funds not to exceed 20% of the eligible program can be used for activity delivery and management of that program. PY 2024-2025 will be the first year that the City will be contracted with NeighborWorks SLC as our administrator for the CDBG Home Repair Loan Program.

Staff proposed to allocate 100% of the budget to activities benefiting low-to-moderate income households.

This program will assist in implementing the following 3 MIHP strategies:

- Strategy K: Preserve existing and new moderate-income housing a subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund.
- Strategy O: Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or other entity that applies for programs or services that promote the construction or preservation of moderate income housing.
- Strategy X: Demonstrate implementation of any other program or strategy to address the





---

**City of Holladay**  
**CITY COUNCIL**

housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing §10-9a-403(2)(b)(iii)(X)

**ATTACHMENTS:**

- Salt Lake County Subrecipient Agreement

**FISCAL IMPACT:** RDA Funds: \$10,720

- **SUGGESTED MOTION:** Motion to approve the CDBG Grant Subrecipient Agreement contract with Salt Lake County and to authorize the City Manager or her designee to execute any and all documents necessary to further the project approved herein, including but not limited to amendments and modifications for this CDBG project with Salt Lake County.



**CDBG SUBRECIPIENT AGREEMENT**  
**Between**  
**SALT LAKE COUNTY**  
**And**  
**CITY OF HOLLADAY**

THIS SUBRECIPIENT AGREEMENT (“Agreement”), is between Salt Lake County, a body corporate and politic of the State of Utah, with its address located at 2001 South State Street, Salt Lake City, Utah 84190 (“County”), and City of Holladay, a local municipality of the State of Utah, with its business address located at 4580 South 2300 East, Holladay, UT 84117, (“Subrecipient”).  
UEI: ZSSCD6CJKA1.

**RECITALS**

**WHEREAS**, Salt Lake County has entered into a grant agreement (the “Grant Agreement”) with the United States Department of Housing and Urban Development (“HUD”) for formula grant disbursement to conduct the Community Development Block Grant program (“CDBG”) pursuant under the r Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq. and subject to the rules and regulations, promulgated by HUD governing the conduct of Community Development Block Grant program, but not limited to, Title 24, Part 92 of the Code of Federal Regulations (“CFR”) (the “Rules and Regulations”); and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the “Super Circular”).

**WHEREAS**, In response to the County Request for Grant Applications (“RFA”) released in Fall of 2024, Subrecipient submitted an application outlining the planned use of these awarded funds to carry out the Holladay Home Repair Loan Program. The Home Repair Loan Program (HRLP) will provide assistance to low-to-moderate income homeowners living in the City of Holladay. The HRLP is designed to address emergency repairs, health and safety hazards, conserve energy and preserve the low-to-moderate housing community within Holladay. The activities include forgivable loans, housing counseling, and all administrative costs.

**WHEREAS**, based on recommendations made by the Salt Lake County Urban Mayors, the Mayor of Salt Lake County approved the sub-grant of funds described in this Agreement to be used for eligible CDBG activities.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, covenant and agree as follows:

1. INCORPORATION BY REFERENCE

a. The Recitals stated above are incorporated herein and made a material part of this Agreement by this reference.

2. SUBRECIPIENT'S CONTACT PERSON

a. Subrecipient Contact Person: Gina Chamness, City Manager

3. FUNDING AMOUNT

a. Total Agreement amount of two hundred twenty thousand dollars 00/100 (**\$220,000.00**)

4. PROJECT(S) STATEMENT OF WORK

a. Project name: Holladay Home Repair Loan Program (“HRLP”).  
b. Total project cost: \$230,720.00  
c. The HRLP program is designed to address emergency repairs, health and safety hazards, conserve energy and preserve the low-to-moderate housing community within Holladay. Funds will be on a first-come, first-served basis. The term is a 5-year forgivable loan. CDBG funds will be utilized to pay for the contracted administrative costs of the Home Repair Loan Program, which provides forgivable loans of up to \$25,000.00 to approximately eight (8) Households.  
d. Contracted services will be provided by NeighborWorks Salt Lake.

Program Service Provider: NeighborWorks® Salt Lake. Katee Hansen - Director of Homeownership Services. 622 W 500 N SLC, UT 84116 | 801-656-6122 | kateeh@nwsaltlake.org

5. SUBAWARD INFORMATION

a. The following information is provided pursuant to 2 CFR 200.332(a)(1):

- i. Subrecipient Unique Entity Identifier (UEI) Number: ZSSCD6CJKA1
- ii. Federal Award Identification No (FAIN): B25UC490001
- iii. Federal Award Date: 07/01/2025
- iv. Amount of Federal Funds Obligated to Subrecipient by this Agreement: Two hundred twenty thousand Dollars and 00/100 (\$220,000.00)
- v. Total Amount of Federal Funds Obligated to Subrecipient by County, including current obligation: Two hundred twenty thousand Dollars and 00/100 (\$220,000.00)
- vi. Total Amount of the Federal Awards committed to Subrecipient: Two hundred twenty thousand Dollars and 00/100 (\$220,000.00)
- vii. CFDA # 14.218
- viii. CFDA Program: Community Development Block Grant
- ix. Is Award Research and Development: No
- x. Indirect Cost Rate for Federal Award for County: N/A

6. PERIOD OF PERFORMANCE

- a. Period of performance begins 07/01/2025
- b. Period of performance terminates 06/30/2026

c. Agreement expires as of 08/31/2026

7. **DOCUMENTS INCORPORATED INTO THIS GRANT AND ATTACHED**

ATTACHMENT A: General Terms and Conditions

ATTACHMENT B: Project Statement of Work

ATTACHMENT C: Project Budget

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

8. **DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED**

a. All other governmental laws, regulations, or actions applicable to the services authorized by this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

CITY OF HOLLADAY

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SALT LAKE COUNTY

By: \_\_\_\_\_  
- Mayor or Designee

Date: \_\_\_\_\_

Division Approval:

By: Tanya Barks  
Director or Designee

*The individual signing above hereby represents and that they are duly authorized to execute and deliver this Amendment on behalf of the Subrecipient by authority of law, and that this Amendment is binding upon Subrecipient. A person who makes a false representation of authority may be subject to criminal prosecution under Utah Code § 76-8-504.*

Reviewed and Advised as to Form and Legality:

Melanie F. Mitchell  
By: \_\_\_\_\_  
Melanie F. Mitchell  
Senior Deputy District Attorney  
Digitally signed by Melanie F. Mitchell  
Date: 2025.11.06 11:26:28 -07'00'

**ATTACHMENT A:  
GENERAL TERMS AND CONDITIONS**

**1. Project Responsibility.** County's Division of Housing and Community Development ("HCD") is hereby designated as the representative of County regarding all CDBG Project matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment B - Statement of Work. Substandard performance as determined by County will constitute non-compliance with the agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

**2. Project Budget.**

a. A budget ("Budget(s)") must be prepared for each of the Projects subject to this Agreement and submitted to County for review prior to the start of each of the Project(s). These Budgets must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified in Attachment C, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project.

b. Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes however, within the Budget(s), shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in Paragraph 6(A), or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of Paragraph 8.

**3. Eligible Costs.** All costs which are incurred on any of the Project(s) by Subrecipient during the period of performance of this Agreement and which have been determined by County to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.

**4. Extension Periods.** This Agreement may be extended by written amendment at County's sole option.

**5. Time is of the Essence.** All performance of this Agreement shall be undertaken and completed by the Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date unless this Agreement is extended by amendment.

## **6. Funding Amount.**

a. Subject to the requirements of this Agreement, County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an “estimate-of-cost,” “percentage-of-cost” or any kind of “cost-plus” sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words “expend,” “expended” and “expenditure” shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).

b. Subrecipient must make a concerted, good-faith effort to expend the total subgrant within the Period of Performance. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated in this Agreement without prior written amendment.

c. In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment C by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release or transfer any unexpended amount back to County within thirty (30) days. Any project funds held by County at the end of the Period of Performance or refunded, released or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.

d. In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.

e. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

## **7. Methods of Disbursement.**

a. Subrecipient may request disbursement from County of that part of the funding amount relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.

b. A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, that division will submit the request to the appropriate County offices and divisions for processing and payment. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.

c. Prepayment of the funds or a partial advance of funds to Subrecipient for a Project may

be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

d. Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will upon written request be immediately refunded to County by Subrecipient.

e. No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment.

## **8. Amendments.**

a. Either of the Parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the Parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the Period of Performance and contract expiration date may be authorized and given by County as provided below.

b. County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

**9. Consultation and Technical Assistance.** County will be available to provide technical assistance upon written request of the Subrecipient or as County deems necessary for improved Program operation.

## **10. Additional Requirements.**

### **a. Compliance.**

Subrecipient agrees to comply with the requirements of the CDBG Program regulations found at 24 CFR Part 570, including Subpart K of these regulations, and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of County's environmental responsibilities under 24CFR 570.604 and (2) the Subrecipient does not assume any of the County's responsibilities for initiating the review process under the provisions of 24 CFR Part 52.

i. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by

the applicable certifications found at:

<https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>

**b. Independent Contractor.** The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each Party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners or joint venturers. The Parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

**c. Licensing.** Subrecipient will obtain all licenses, permits and/or certificates required by federal, state, and local government statutes, laws, ordinances and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

**d. Indemnification.** If Subrecipient is a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq., Utah Code Ann. (2021) (hereinafter "the Act"), then, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits, or which are committed by its agents, officials or employees. Neither Party waives any defenses or limits of liability otherwise available under the Act.

**e. Insurance for contracts over Fifty Thousand Dollars (\$50,000.00) and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

**i. General Insurance Requirements for All Policies.**

1. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to County.

2. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:

a. Currently rated A- or better by A.M. Best Company; (1A) for construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

b. Listed in the United States Treasury Department's current listing of Approved Sureties (Department Circular 570), as amended.

ii. Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

iii. In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.

iv. Subrecipient's insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

v. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.

vi. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing thirty (30) days prior written notice to County in a manner approved by the County District Attorney.

vii. In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

f. **Required Insurance Policies.** Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

i. Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures and partnerships. In the event any work is subcontracted, Subrecipient shall require its

subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law. (County is not to be an additional insured under Subrecipient's workers' compensation insurance).

ii. Commercial general liability insurance, on an occurrence form, naming County as an additional insured, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence with a Two Million Dollars (\$2,000,000.00) general policy aggregate and Two Million Dollars (\$2,000,000.00) products completed operations policy aggregate. The policy shall protect County, Subrecipient and any subcontractor from claims for damages for personal injury, including accidental death and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to County whether such coverage be primary, contributing, or excess.

iii. Professional liability insurance with a minimum policy limit of One Million Dollars (\$1,000,000.00) per occurrence. (County is not to be an additional insured for professional liability insurance).

iv. If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, Commercial automobile liability insurance that provides coverage for owned, hired and non-owned automobiles, in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

v. Subrecipient shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Subrecipient agrees not to operate a vehicle in connection with services rendered under this Agreement, County shall not require Subrecipient to provide commercial automobile liability insurance.

g. **Bond Requirements.** If the Project(s) involves construction or rehabilitation costing Twenty-Five Thousand Dollars (\$25,000.00) or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than one hundred percent (100%) of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to

this Agreement.

h. **Grantor Recognition.** Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

i. **Suspension or Termination.** Either Party may terminate this Agreement for convenience at any time, as set forth at 2 CFR Sections 339 and 340, by giving thirty (30) days written notice to the other Party of such termination. Partial terminations of the Project(s) identified in this Agreement may only be undertaken with the prior approval of County. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of County, become the property of County, and Subrecipient shall be entitled to receive just and equitable compensations for any satisfactory work completed on such documents or materials prior to the termination. County may also suspend or terminate this Agreement, in whole or in part, in accordance with the provisions of 2 CFR Sections 338 - 342, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and County may declare Subrecipient ineligible for any further participation in County's contracts, in addition to other remedies as provided by law.

j. **Build America Buy America-** Build America, Buy America Act. The Build America, Buy America Act (“BABA”) (Pub. L. No. 117-58, §§ 70901-52) enacted as part of the Infrastructure Investment and Jobs Act (“IIJA”) (Pub. L. 117-58) on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. Recipients of an award of Federal financial assistance from a program for infrastructure may not use funds provided under this award for a project for infrastructure unless:

- i. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
- iii. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding,

brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, Subrecipients may apply for, and HUD may grant, a waiver from these requirements. Subrecipient may request information from County on the process for requesting a waiver from these requirements.

## **11. Administrative Requirements.**

a. **Uniform Requirements.** The Subrecipient and its agencies or instrumentalities and subrecipients shall comply with applicable uniform administrative requirements, cost principles, and audit requirements as described in 2 CFR Part 200 and as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-13.

b. **Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

c. **Cost Principles.** Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

## **12. Documentation and Record-Keeping.**

a. **Records to be Maintained.** Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement.

b. **Retention.** Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three (3) years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

c. **Client Data.** Subrecipient shall maintain client data demonstrating client eligibility

for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

**d. Disclosure.** Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

**e. Property Records.** The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond fifteen (15) years the reporting periods are multi-year reporting periods.

**13. Close-Outs.** Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

**14. Audits & Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

**15. Program Income.**

**a.** All program income, as defined at 24 CFR § 570.500(a), will be returned to County immediately upon being earned. Program income is defined in § 570.500(a) of the Rules and Regulations as gross income received by Subrecipient which is directly generated from the use of the CDBG funds provided hereunder, except as specifically excluded under 24 CFR § 570.500(a)(4).

**b.** Any program income in possession of Subrecipient that has not been returned to County when this Agreement expires or is terminated or is received by Subrecipient after this Agreement expires or is terminated, shall be transferred or paid to County in accordance with the provisions contained herein, referred to as "Reversion of Assets".

**16. Indirect Costs.** Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the

appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval.

**17. Progress Reports.** During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three (3) months, or as otherwise outlined in Attachment B: Project Statement of Work, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, information relating to the HUD performance indicators.

**18. Reversion of Assets.** As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall release to County any unexpended CDBG funds provided under this Agreement, all program income in its possession which it has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property in the control of Subrecipient that was acquired or improved with CDBG funds provided under this Agreement shall be managed in compliance with County's policy regarding the use of CDBG-assisted real property, as follows:

a. **Acquired with CDBG Funds.** All property acquired by Subrecipient in whole or in part with CDBG funds must be used for a period of fifteen (15) years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low- and moderate-income persons; aiding in the prevention or elimination of slums and blight; or meeting community development needs having a particular urgency. A deed restriction will be recorded against any property acquired with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

b. **Improved with CDBG Funds.** All property improved in whole or in part with CDBG funds must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:

i. All properties receiving improvement funds below Two Hundred Thousand Dollars (\$200,000.00) must be used for eligible activities for five (5) years;

ii. All properties receiving improvement funds of Two Hundred Thousand Dollars (\$200,000.00) or more must be used for eligible activities for fifteen (15) years;

iii. A deed restriction will be recorded against any property improved with funds allocated by this Agreement. Subrecipient agrees to have this deed restriction in place prior to or in conjunction with expenditure of funds provided by this Agreement.

c. The County will not consider a change of use of the Project during the timeline outlined above

d. The threshold amounts set forth in Subparagraph b. above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or

improve said real property.

**19. Procurement.** Subrecipient shall procure all materials, property, or services in accordance with the Procurement Standards of 2 CFR Part 200, Subpart D, except to the extent that the County's Purchasing Procedures are more restrictive, Subrecipient shall follow the County's procedures pursuant to Chapter 3.20 of the Salt Lake County Code of Ordinances. In the event the procurement standards of the Subrecipient are more restrictive than those in Chapter 3.20 or 2 CFR §§ 200.317 - 326, the more restrictive standards and requirements will apply.

**20. Equipment.** Equipment means tangible nonexpendable personal property having a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6) and County policy regarding the use, maintenance and disposition of equipment. In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D the more restrictive standards and requirements will apply.

**21. Personnel & Participant Conditions.**

a. **Civil Rights.**

i. **Nondiscrimination and Equal Opportunity.**

(1) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

(2) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.

(3) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity employer. Subrecipient must comply with the Civil Rights Act of 1964, and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

ii. **Excessive Force.** Subrecipient agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a

policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

iii. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504.** Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

b. **Anti-Discrimination.**

i. **Anti-Discrimination.** Subrecipient agrees that it shall be in compliance with all applicable Federal anti-discrimination laws as provided in the President's Executive Order 14173; and implementing regulations at 41 CFR Part 60.

ii. **Small Disadvantaged Businesses.** Subrecipient will use its best efforts to afford small disadvantaged business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in 16 U.S.C. 636 (j) and 16 U.S.C. 637(a); and Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses regarding their status as small disadvantaged business enterprises in lieu of an independent investigation.

iii. **Access to Records.** Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **EEO Statement.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity employer.

v. **Section 3 Compliance.** Subrecipient, and any of Subrecipient's subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. Subrecipient certifies and agrees that no

contractual or other impediment exists which would prevent compliance with these requirements. Subrecipient will include this section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations. Subrecipient agrees to compile and provide to the County all HUD-required section 3 information regarding the hiring of low-income employees and (sub)contractors.

vi. **24 CFR 135.38 Section 3 clause.** All section 3 covered contracts shall include the following clause (referred to as the “section 3 clause”):

- (1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.
- (3) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The Subrecipient agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (5) The Subrecipient will certify that any vacant employment positions,

including training positions, that are filled (1) after the Subrecipient is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.

(6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian- owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

viii. **Subcontract Provisions.** Subrecipient will include the provisions of Paragraphs 21(A), Civil Rights, and 21(B), Anti-Discrimination, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors. Subrecipient will also include the entire section 3 Clause above in every subcontract so that such provisions will be binding upon each of its own subgrantees or (sub)contractors.

c. **Labor Standards.**

i. **Davis-Bacon.**

(1) For all contracts and subcontracts for construction, alteration, or repair in excess of Two Thousand Dollars (\$2000.00), Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276a1-276a7, as amended, including(a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis- Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards and (a)(10) Certification of eligibility.

(2) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the

regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ii. **Work Hours.** Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

iii. **Hatch Act.** Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

d. **Contracting.**

i. **Assignments and Contracting.** The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in this agreement and any applicable state laws and local government ordinances.

ii. **Subcontracts.**

(1) **Approvals.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.

(2) **Monitoring.** Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(3) **Content.** Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(4) **Selection Process.** Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.

(5) **Debarment and Suspension.** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal

Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension” as set forth at 24 CFR Part 24.

e. **Conduct.**

i. **Citizen Participation.** Subrecipient has had the opportunity to review and follows County’s Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.

ii. **County Consolidated Plan.** Subrecipient has had the opportunity to review and follows County’s Consolidated Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.

iii. **Conflict of Interest.** Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.

iv. **Ethical Standards.** Subrecipient represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics Code ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

v. **Campaign Contributions.** Subrecipient acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances. Subrecipient also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with County is prohibited from making campaign contributions to County candidates. Subrecipient further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Subrecipient represents, by executing this Agreement, that Subrecipient has not made or caused others to make any campaign contribution to any County candidate in violation of the above- referenced County ordinance.

vi. **Public Funds and Public Monies.**

(1) Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Subrecipient's possession.

(2) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

vii. **Lobbying.** Subrecipient hereby certifies that:

(1) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contact, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

(4) This certification is a material representation of fact upon which

reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

(5) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient Grantee, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.

viii. **Copyright.** If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

ix. **Religious Organization.** Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

x. **Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

## 22. Environmental Conditions.

a. **Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., § 7401, *et. seq.*

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

b. **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. **Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of

residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978, be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children six (6) years of age and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.

d. **Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**23. Displacement, Relocation, Acquisition, and Replacement of Housing.** Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1 *et. seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

**24. Survival of Provisions.** The Parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the Parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

**25. Employee Status Verification System.** Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. §1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor

has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

**26. Environmental Review Requirements.**

a. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except a provided in Paragraph 10 (a).

b. Subrecipient agrees to comply with the laws, authorities under the National Environmental Policy Act of 1969 (NEPA) and each provision of law designated in the 24 C.F.R. 58.5.

**ATTACHMENT B**  
**PROJECT STATEMENT OF WORK**  
**Contract Number HCD25006CH**

**1. Project Summary:**

- a. Project Number: 05.06HOLLA51
- b. Project Name: Holladay Home Repair Loan Program.
- c. As outlined in the application submitted in response to the Request for Application (RFA),
- d. The Home Repair Loan Program (“HRLP”) will assist low-to-moderate income homeowners living in the City of Holladay. This program is designed to address emergency repairs, health and safety hazards, conserve energy, and preserve the low-to-moderate housing community within Holladay.
- e. Eligibility and Reference: Homeowner Rehabilitation -Section 105(a)(4) §570.202. National Objective and Reference: LMH - LOW/MOD HOUSING BENEFIT. IDIS Matrix Code: 14A – Rehabilitation: Single Unit Residential.

**2. Provided Services:**

- a. CDBG funds will be utilized to pay for the contracted administrative costs of the HRLP, which provides forgivable loans up to \$25,000.00 per household. The activities include forgivable loans, housing counseling, and all administrative costs.
- b. All contracted services will be provided by NeighborWorks Salt Lake.

**3. Client Eligibility:**

- a. Low to Moderate Households located within the City of Holladay boundaries. To qualify, households must fall on or below 80% AMI to receive forgivable loans up to \$25,000.00.

**4. Outreach:**

- a. In accordance with HUD expectations, Salt Lake County requires Subrecipients perform outreach to extremely low, very low and low-income populations. Agencies will report on how and when outreach was performed. See reporting section for specific timelines and metrics.

**5. Reporting:**

- a. This Agreement requires timely progress reports from the Subrecipient. The subrecipient will complete 1) a quarterly narrative and demographic report and 2) a quarterly statistical progress report, and 3) an annual demographic report due at the end of the 4<sup>th</sup> quarter. All reports must be submitted according to the timelines below and will be submitted online in Smartsheet's. Reporting requirements are subject to change.

- i. Goal Statements:

1. Approximately eight (8) households will be assisted with a home repair loan.
- ii. Outputs:
  1. For each client served:
    - a. Race & Demographic Info
      - i. Hispanic/Latino Info
    - b. Income
    - c. Other Demographic Categories
      - i. Disabled, single female head of household, seniors, adults, veterans, etc.
    - d. Funds Leveraged
  2. Narratives
    - a. Program Status
    - b. Program Impact Story
    - c. Outreach Narrative
- iii. Reporting Timeline:

Required Report	Reporting Period		Due Date
Narrative and Statistical Progress Report (Quarterly)	Q1	July 1 <sup>st</sup> - September 30 <sup>th</sup> , 2025	October 31 <sup>st</sup> , 2025
	Q2	October 1 <sup>st</sup> – December 31 <sup>st</sup> , 2025	January 31 <sup>st</sup> , 2026
	Q3	January 1 <sup>st</sup> – March 31 <sup>st</sup> , 2026	April 30 <sup>th</sup> , 2026
	Q4	April 1 <sup>st</sup> – June 30 <sup>th</sup> , 2026	July 20 <sup>th</sup> , 2026

**Attachment C: Project Budget**  
**Salt Lake County**  
**Housing and Community Development**



<b>Subrecipient Name:</b>	City of Holladay		
<b>Project Name:</b>	Holladay Home Repair Loan Program		
<b>Contract #:</b>	HCD25006CH		
<b>Total Project Cost:</b>	\$ 230,720.00		
<b>Contract Amount:</b>	\$ 220,000.00		
<b>County Portion of Project Cost:</b>	95%		
<b>Match Committed by Subrecipient:</b>	\$ 10,720.00	<b>Match Source:</b>	Holladay CRA Funds
<b>Match Percentage:</b>	5%		

Budget Category	Budget Line Description	Amount
*Project Staff Salaries and Wages		\$ -
*Project Staff Fringe Benefits		\$ -
Contracted Services	NeighborWorks Salt Lake contracted to administer the Holladay Home Repair Loan Program	\$ 20,000.00
Insurance/Legal/Financial		\$ -
Direct Client Assistance	Homeowner loans up to \$25,000 for assistance of eight (8) housing units.	\$ 200,000.00
Travel/Training		\$ -
Program Supplies and Office Expenses		\$ -
Space Costs (Rent, Utilities, Maintenance)		\$ -
Other		
<i>Indirect Admin</i>		\$ -
<i>Direct Admin</i>		\$ -

Total Contract Budget Amount	\$	220,000.00
------------------------------	----	------------

#### Project Budget Requirements

County provides payment to Subrecipient on a reimbursement basis.

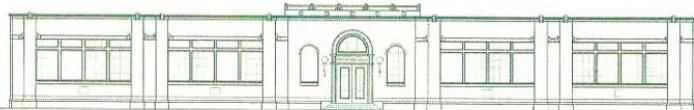
Reimbursement requests must be submitted through an online invoice portal provided by County. Subrecipient is required to submit reimbursement requests by the 15th of each month for all costs incurred during the previous month.

If Subrecipient does not have any eligible costs for the previous month, Subrecipient must submit a zero-dollar invoice in the reimbursement portal. If Subrecipient is unable to submit an invoice for the previous month, Subrecipient must inform County in writing prior to the 15th of each month. County may make exceptions to this frequency of billing on a case by case basis at the sole discretion of County.

County fiscal year runs from January to December. This requires all reimbursement requests during the previous calendar year to be reviewed and approved by County staff no later than January 15th each year. When possible, County will provide flexibility with reimbursement requests, but County cannot process any requests for reimbursement from the previous calendar year after January 15th regardless of circumstances. If Subrecipient has any concern with costs incurred from a previous calendar year being reimbursed by this date, Subrecipient must communicate in writing to County staff the reason for the delay as soon as possible to avoid non-payment of reimbursement requests.

Back-up documentation of billed costs must be submitted with all reimbursement requests, unless otherwise notified by County. Subrecipient will keep documentation of match expenditures on file for review as requested by County. Subrecipient must maintain documentation of all expenditures for a period of not less than five (5) years and provide full expense backup documentation upon request.

Any changes to Attachment C: Project Budget must be approved in writing by County. Budget changes must be approved prior to the incurring of expenses. Changes determined by County to be substantial may require an amendment to this agreement.



**City of Holladay**  
CITY COUNCIL

## **CITY OF HOLLADAY COUNCIL SUMMARY REPORT**

**MEETING DATE:** November 20, 2025

**SUBJECT:** Contract with NeighborWorks SLC - CDBG Housing Rehabilitation Program

**SUBMITTED BY:** Ann Frances Garcia, Economic Development & Housing Manager

### **Action Needed:**

- Motion to approve contract with NeighborWorks SLC to administer the City of Holladay's CDBG Home Repair Loan Program and to authorize the City Manager or her designee to execute any and all documents necessary to further the project.

### **SUMMARY:**

Staff have prepared a comprehensive Service Agreement that outlines a scope of services that involves developing and administering a Home Repair Loan/Grant Program (HRLP). This program will assist in addressing Emergency Repairs, Energy Efficiency Improvements, Healthy Home Improvements and preserving the housing community within the city limits of Holladay.

NeighborWorks Salt Lake currently administers the Housing Rehabilitation programs for the cities of Murray, Midvale and Salt Lake City. They have the capacity to administer the City of Holladay's program with our anticipated 8 loans.

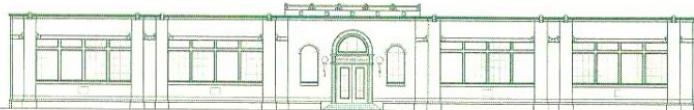
Compensation for services will be covered by the CDBG Grant in the amount of \$20,000 on a reimbursement process and outlined in the Service Agreement.

### **ANALYSIS:**

This program will assist in implementing the following 3 MIHP strategies that are included in our General Plan Moderate Income Housing Plan goals:

- Strategy K: Preserve existing and new moderate-income housing a subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund.





**City of Holladay  
CITY COUNCIL**

- Strategy O: Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or other entity that applies for programs or services that promote the construction or preservation of moderate income housing.
- Strategy X: Demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing §10-9a-403(2)(b)(iii)(X)

**ATTACHMENTS:**

- DRAFT Service Agreement

**FISCAL IMPACT:** N/A

- **SUGGESTED MOTION:** Motion to approve contract with NeighborWorks SLC to administer the City of Holladay's CDBG Home Repair Loan Program and to authorize the City Manager or her designee to execute any and all documents necessary to further the project.



## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (this “**Agreement**”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”) by and between the **CITY OF HOLLADAY**, a Utah municipal corporation (“**City**”), and **NeighborWorks SLC** an individual (“**Administrator**”). City and Administrator are referred to collectively as the “**Parties**” and individually as a “**Party**.”

### RECITALS

The City will operate a Moderate-Income Housing Program which administers a Home Repair Loan/Grant Program (“**HRLP**”). Administrator has experience working with (1) low to moderate income households seeking financial assistance for home repair; and (2) Community Development Block Grants (“**CDBG**”).

City and Administrator seek to contract for Administrator’s design, development, and administration of an HRLP program for City in exchange for monetary compensation.

In consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. **Integration:** This Agreement incorporates the foregoing recitals.
2. **Scope of Services.** Administrator shall (1) design, develop, and administer an HRLP program (“**Program**”) as described in Exhibit 1; and (2) perform all other services mutually agreed to by the parties in writing. These duties are collectively referred to herein as the “**Services**.” Administrator shall provide the deliverables identified in this Agreement, together with such other documentation and deliverables as City may reasonably request for compensation and upon other terms set forth herein.
3. **Administrator’s Representations and Warranties – Standard of Care – Conflicts of Interest.** The Administrator represents and warrants the following:
  - a. Administrator possesses the ability, knowledge, and experience necessary to and will perform all Services in (1) a competent, timely, and workmanlike manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of the Program Administrator’s profession currently practicing in the Parties’ locality and under similar conditions; and (2) compliance with all applicable laws and requirements, including generally accepted legal principles.
  - b. None of Administrator’s officers, employees, independent contractors, agents, or other persons acting in Administrator’s capacity are elected officials, officers, board members, employees, volunteers, or agents of City, or their respective affiliates not disclosed to or approved by City.

4. **Performance of Services; City Cooperation.** Administrator is an independent contractor and shall not be deemed an employee of the City. Except as otherwise provided in this Agreement, Administrator shall furnish all supervision, personnel, labor, materials, supplies and shall obtain all licenses and permits required for performance of the Services. City will designate a representative of City to act as Administrator's point of contact with respect to the Services and provide to Administrator access to all relevant information in the City's possession or which is reasonably available to City. Administrator shall not be responsible for errors or omissions in any City-provided information, nor for delays in completing the Services attributable to City's delay in providing required information.

5. **Compensation; Invoices; Remittance.** For satisfactory performance of the Services, CITY shall pay Administrator accordingly:

- a. \$25,000 for HRLP
- b. \$520 per loan for Title Fees
- c. \$750 per loan for Other Fees

Administrator shall submit to City an invoice for each loan processed. Each invoice shall include (1) a number designation for the invoice; (2) a description of the Service(s) provided; (3) the date on which the Service was provided; (4) the names of personnel who provided the Service(s); (5) the total amount expended in providing the Service; and (6) attached copies of documents or other proof of the total amount expended.

City shall issue payments to the Administrator for any undisputed charges within 30 days of receiving the foregoing invoices. If City fails to timely pay for an undisputed invoice, Administrator shall be entitled to recover interest on the invoice at an annual rate of 10% beginning on the 30th day following City's receipt of the unpaid invoice and until remittance of the invoice. Disputed charges shall be resolved, where possible through informal means of discussion and negotiation, then using mediation services, and then through the application of legal remedies.

6. **Modifying Scope of Services.** The Parties shall be entitled to modify the scope of CITY's Services by mutual agreement in writing. Project Manager's compensation shall be reasonably modified in connection and consistent with any such change.

7. **Term; Termination.** This Agreement commences on the Effective Date and continues for a period of one year. The Parties may mutually agree to extend the term of this Agreement in writing.

8. **Termination.** Administrator may terminate this Agreement upon thirty days prior written notice to City if the City is in material breach of the provisions of this Agreement and fails to cure such breach within thirty days. City may terminate this Agreement (including the Services), or any part hereof, at any time with or without cause upon thirty days prior written notice to Administrator. Upon any termination by Administrator or City pursuant to this Section,

City shall promptly pay to Administrator the full amount due for all Services satisfactorily performed by Administrator as of the date of termination, excluding damages or anticipated profits on work not yet completed or performed.

9. **Nondisclosure; Confidentiality; Conflict of Interest.** Administrator shall not divulge to third parties without City's prior written consent any non-public information obtained from or through City in connection with the performance of this Agreement, and shall safeguard the same to the same extent as Administrator safeguards the confidentiality of its own confidential information. Unless waived by City, Administrator shall require its employees and subcontractors of any tier to adhere to the same covenant of nondisclosure. This section shall survive the termination of this Agreement. At termination, Administrator agrees to return to the City all records, notes, documentation and other items that were used, created, or controlled by Administrator during the term of Agreement.

10. **Compliance with Laws.** Each party agrees to comply with all applicable federal, state and local laws, statutes, rules, regulations, and ordinances in performance of its duties and obligations under this Agreement.

11. **Indemnification.**

a. Administrator shall indemnify and hold harmless City and City's elected and appointed officers, employees, successors and assigns ("City Parties"), from any and all of any of City Parties' actual losses, damages, deficiencies, penalties or fines ("Losses"), directly related to the willful breach by Administrator of its obligations under this Agreement or grossly negligent acts or omissions of Administrator hereunder unless and to the extent such Losses are caused by, or arise from Administrator's good faith reliance upon, the instruction, direction, negligence or misconduct of any of the City Parties.

b. City shall indemnify and hold harmless Administrator, its affiliates and each of their respective directors, officers, employees and subcontractors ("Administrator Parties") from any and all of any of Administrator Parties' Losses directly related to the willful breach by City of its obligations under this Agreement or the grossly negligent acts or omissions of the City hereunder, unless and to the extent such Losses are caused by, or arise from the City's good faith reliance upon, the instruction, direction, negligence or misconduct of any of the Administrator Parties.

12. **Examination of Work.** All Services shall be subject to examination by City at any reasonable time(s). City shall have the right to reject any work or proposed agreement that City reasonably deems unsatisfactory given the scope and description of Services in this Agreement.

13. **Choice of Law; Jury Waiver.** This Agreement shall be governed by and construed in accordance with the laws of the state of Utah. Both parties agree that neither shall be entitled to nor shall either demand a jury trial in the event of litigation and each waives their right to a trial by jury. All costs and expenses of the prevailing party incident to any

enforcement proceeding brought hereunder, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

14. **Notice.** Any notice required or permitted to be given hereunder shall be given in writing and shall be deemed to have been received upon actual receipt thereof, or within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Administrator:

Attn: Katee Hansen

Homeownership Manager

622 W 500 N

Salt Lake City, UT 84116

City: CITY OF HOLLADAY

Attn: Ann Frances Garcia, Economic

Development & Housing Manager

4580 S. 2300 E.

Holladay, UT 84117

15. **Conflicts.** In the event of inconsistencies within or between this Agreement and applicable legal requirements, applicable legal requirements shall prevail.

16. **Insurance.** Program Administrator must at all times during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section.

a. **Coverage Amounts.**

i. Commercial General Liability Insurance. The Program Administrator must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

ii. Automobile Liability Insurance. The Program Administrator must have Automobile Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

iii. Professional Liability/Errors and Omissions. The Program Administrator must have a Professional Liability/Errors and Omissions Insurance policy in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

iv. Commercial Crime Insurance. The Program Administrator must have Commercial Crime Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

v. Workers Compensation. The Program Administrator must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. The Program Administrator must have Employers Liability Insurance (Part B) in the amount of at least \$1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage.

b. **Certificate of Insurance.** The Program Administrator must provide a Certificate of Insurance that meets the requirements of this Section to the City five days after a request by the City. If no request has been made by the City, the Program Administrator must provide a Certificate of Insurance that meets the requirements of this Section to the City no later than 30 days after the execution of this Agreement. Failure to provide proof of insurance will be deemed a material breach of this Agreement.

c. **Cancellation/Expiration.** The Program Administrator may not cancel or allow an insurance policy to expire unless written notice has been given to the City at least 30 days prior to the cancellation or expiration and provisions are taken to replace the policy prior to its cancellation or expiration.

d. **Additional Insured.** The Program Administrator must add the City as an additional insured to all of its insurance policies under this Agreement except for its Workers Compensation policies.

e. **Primary, Noncontributory.** Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by the City.

f. **Material Breach.** The Program Administrator's failure to maintain this insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement, for which the City may immediately terminate this Agreement.

17. **Subcontractors.** Performance of Services under this Agreement may not be subcontracted to another entity without the City's prior written consent. The City may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, the Program Administrator is responsible for the subcontractor performance of the Services. The subcontractor is subject to all the terms of this Agreement that apply to the Program Administrator except for invoices and payments. The City will only accept invoices from the Program Administrator and will only make payments to the Program Administrator for Services.

18. **PubliCity.** The Program Administrator must submit all advertising and publicity matters relating to this Agreement to the City for written approval. It is the City's sole discretion whether to provide approval.

19. **Document Retention.** The Program Administrator must retain all working papers, reports, and all necessary records to properly account for the Program Administrator's performance and the payments made by the City to the Program Administrator under this Agreement. These records must be retained by the Program Administrator for at least five years. The City may extend the retention period by written notice. Program Administrator agrees to make all documents related to this Agreement available to the City or third parties upon the City's request. Upon termination of this Agreement. The Program Administrator shall deliver all such records to the City in a commonly accessible electronic format.

20. **Ownership of Intellectual Property.** The City and the Program Administrator each recognize that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Program Administrator prior to the execution of this Agreement, but specifically created or manufactured under this Agreement are considered work made for hire, and the Program Administrator must transfer any ownership claim to the City.

21. **Additional Provisions.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties. Time is of the essence hereof. No failure by any party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of its rights. In the event that any provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision herein contained. Neither party shall assign this Agreement, or any part thereof, without the other party's prior written consent. Any attempted assignment in violation of this Section shall be void from its inception. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. By signing below, each party represent that it has proper authority to enter into this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

**ADMINISTRATOR:**  
**Salt Lake Neighborhood Housing Services**  
**DBA NeighborWorks Salt Lake**  
**Attn: Bryce Garner**  
**622 W 500 N**  
**Salt Lake City, UT 84116**

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

**ATTEST:**

**CITY:**  
**CITY OF HOLLADAY**  
**Gina Chamness, City Manager**  
**4580 S 2300 E**  
**Holladay, UT 84117**

\_\_\_\_\_  
\_\_\_\_\_, Recorder

By: \_\_\_\_\_, City Manager

**Exhibit 1**

**ARTICLE I: DESIGNING THE CITY HRLP PROGRAM**

1. Program Design. Administrator shall design and develop a program per the provisions provided herein.
2. Goal Alignment. The program shall effective, efficient, and aligned with the CITY's goals described in Exhibit 2.
3. Compliance. The program shall comply with all applicable federal and state rules and regulations concerning its design and creation, including CDBG requirements.
4. Transferability. Administrator shall ensure that the program is designed in a manner that reasonably allows City or another future vendor to administer the program independent of Administrator's assistance.

## Exhibit 2

### SCOPE OF WORK

#### **General Overview:**

The City of Holladay Redevelopment Agency established the Home Repair Loan/Grant Program (HRLP) to provide additional income assistance for low-moderate-income homeowners. HRLP is designed to provide funding for low-moderate-income families for improvements to address emergency repairs, eliminate blight, conserve energy, and preserve the housing community within the City limits of Holladay. Funds are available on a first-come, first-served basis.

#### **City of Holladay General Plan and Moderate-Income Housing Plan Goals & Strategies:**

The City of Holladay of Holladay adopted a Moderate-Income Housing Plan and have included the following goals and strategies as part of the City's General Plan.

#### **Goals:**

1. Provide the opportunity for housing adapted to different ages, lifestyles, and incomes.
2. Accommodate additional new dwellings by focusing on appropriate zoning regulations within existing and redeveloping neighborhoods and mixed-use districts, throughout the City.
3. Provide a diversity of housing through a range of types and development patterns to expand housing products with a focus of supporting moderate-income housing opportunities for existing and future residents.

The City is focusing on the following state strategies to meet our City's housing goals and needs:

- Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate-income housing.
- Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones.
- Zone or rezone for higher density or moderate-income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers.
- Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities.
- Preserve existing and new moderate-income housing as subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund.
- Reduce, waive, or eliminate impact fees related to moderate income housing.
- Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or other entity that applies for programs or services that promote the construction or preservation of moderate income housing.

- Demonstrate utilization of a moderate-income housing set-aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing.
- Demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone dedicated to moderate income housing.

The City and Administrator will focus this incentive program on households making 80% or less of AMI. These households lack the ability to invest in their properties and provide maintenance needed to their home. The program will provide a financial incentive to improve facades, structures, and systems of single-family homes throughout the City of Holladay. A home repair incentive program would provide a zero-interest loan/grant to encourage homeowners to invest in their properties. This program would address issues of housing quality and neighborhood preservation.

#### **Owner/Home Eligibility:**

To be eligible to participate in the HRLP, an applicant must meet the following requirements:

- 80% AMI or below (households, or applicant and co-applicant).
- Property must be located within Holladay City limits.
- Property must be a single-family home, town home, or condominium that is permanently affixed to land.
- The applicant must have owned the home for at least one year prior to requesting assistance.
- Each applicant is eligible once in a lifetime to receive HRLP assistance, regardless of change of addresses or /grant status.
- Applicant must be current on mortgage payments and taxes.
- There can be no liens on the property. Except a mortgage lien.
- The property must be the applicants' primary residence.
- All applicants must meet income guidelines.

#### **Terms of Assistance:**

A loan/grant under the HRLP is subject to the following terms:

- Term: 5-year forgivable loan.
- 20% loan/grant reduction each year
- Rate: Below market (0% - 3%) 0%
- Must be (applicant) owner -occupied.
- A deed restriction will be applied to the property during the lifetime of the loan/grant.

#### **Loan Limits:**

Loan/grants can be any amount up to \$25,000 at an interest rate of 0%. Loan/grant amounts cannot exceed 20% of the appraised value of the home or \$25,000, whichever is lower.

**Repayment of Grant:**

Repayment of some or all the HRLP loan will apply if the property is sold before 5 years elapses from the Closing date of the loan/grant.

**Eligible Repairs:**

The following repairs are eligible for HRLP Loan/grants:

- Health or safety hazards
- Accessibility modifications
- Code compliance
- Energy conservation improvements
- Renovation improvements that are not part of the primary home are not eligible.

**Home Improvement Grant Process:**

1. Intake (Day 1)
  - a. Client submits initial application through Program Vendor's website.
  - b. Program Vendor sends Client a welcome email and requests additional information within 48 hours of receiving application,
2. Application (Day 2-7)
  - a. Program Vendor reviews Client's application, income, and ownership documents to determine whether Client qualifies for Program.
  - b. After Client's application is reviewed, the Program Vendor's real estate development manager schedules site visit with Client.
3. Site Visit (Day 3-14)
  - a. Real estate development manager goes out to Client's property and assesses the scope of work for the Project.
  - b. Real estate development manager provides the lending team with Project details and an estimate of the total costs.
4. Submit Bids (Day 3 until bids are complete)
  - a. Client sends loan/grant processor three bids for their project and identifies the Program Administrator Client has selected.
  - b. Program Vendor requests Program Administrator's license, insurance, and W9 information from Client's chosen Program Administrator.
5. Finalize Grant/Closing (Day 14-30)
  - a. Loan/grant processor sends all documents over to the lending manager for review and final approval.
  - b. Loan/grant processor schedules closing with title company and Client and puts closing package together.
  - c. Client completes closing at the title company office.
6. Construction Work/Final Inspection (Day 30-90)
  - a. Program Administrator completes project.
  - b. NeighborWorks pays Program Administrator for work.
  - c. Real estate development manager performs a final site inspection and makes sure the project has been completed.

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.