



**NOTICE OF A MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, DECEMBER 4, 2025**

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, December 4, 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

AGENDA

- I. **Welcome** – Mayor Dahle
- II. **Pledge of Allegiance**
- III. **Presentation for Council Member Paul Fotheringham**
- IV. **Presentation and Recognition for Outgoing Council Member Ty Brewer**
- V. **Recess City Council for Short Reception**
- VI. **Reconvene City Council Meeting**
- VII. **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 with the subject line: Public Comment. Comments are subject to the Public Comment Policy set forth below
- VIII. **Continued 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)

- IX. *Public Hearing on Proposed Amendments to Title 3 -Revenue and Finance*
- X. *Consideration of Ordinance 2025-20 Amending Title 3 of the City Code Relating to Revenue and Finance*
- XI. *Consideration of Ordinance 2025-21 Amending the Budget for Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026*
- XII. *Consideration of Ordinance 2025-22 Adopting Amendments to the City Code Relating to the Establishment of an Overlay Zone for the Wildland Urban Interface, Adopting Provisions of the Wildland Urban Interface Building Code and Making Other Related Amendments*
- XIII. *Consideration of Resolution 2025-30 Approving an Amendment to the Site Development Master Plan for Royal Holladay Hills*
- XIV. *Consideration of Resolution 2025-31 Adopting the 2026 Meeting Schedule*
- XV. *City Manager Report - Gina Chamness*
- XVI. *Council Reports & District Issues*
 - a. *Utah Renewable Communities Update – Council Member Quinn*
- XVII. *Recess to Work Meeting to Discuss:*
 - a. *Discussion on Potential Holladay Hill Affordable Housing Agreement Block E*
- XVIII. *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, the Utah Public Notice website www.utah.gov/pmn, and was emailed to the Salt Lake Tribune and Desert News and others who have indicated interest.

DATE POSTED: Monday, December 1, 2025 at 1:00pm

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

ORDINANCE NO. 2025-20

**AN ORDINANCE OF THE CITY OF HOLLADAY AMENDING TITLE 3 OF CITY CODE
RELATING TO REVENUE AND FINANCE**

WHEREAS, as previously directed by the City Council, City staff has prepared policy updates and technical amendments to Title 3 of City Code; and

WHEREAS, the City Council has held a public hearing and has determined that the proposed amendments will serve the public interest;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Holladay, Utah as follows:

Section 1. Amendment. Title 3 of the City of Holladay Municipal Code is hereby amended to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by reference.

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

Section 3. Effective Date. This Ordinance shall take effect upon publication or posting or thirty (30) days after passage, whichever occurs first.

PASSED AND APPROVED this ___ day of December, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay ____
Matt Durham	Yea	Nay ____
Paul Fotheringham	Yea	Nay ____
Drew Quinn	Yea	Nay ____
Emily Gray	Yea	Nay ____
Robert Dahle	Yea	Nay ____

ATTEST:

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
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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.

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.

3.08.040: SALES AND USE TAX:

A. 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, 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.

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.

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.

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:

The City of Holladay hereby adopts 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.

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.

3.09.030: LEVY:

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.

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.

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.

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.

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, 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.

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.

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 as THE TRANSIENT ROOM TAX ORDINANCE OF THE CITY OF HOLLADAY.

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.

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.

3.10.050: TRANSIENT ROOM TAX:

A. Imposed: 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 effect on the effective date hereof, insofar as they relate to sales and use taxes, 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.

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.

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

CHAPTER 3.12 TELECOMMUNICATIONS LICENSE TAX

SECTION:

3.12.010: Definitions

3.12.020: Levy Of Tax

3.12.030: Rate

3.12.040: Interlocal Agreement For Collection Of The Tax

3.12.050: Procedure For Erroneous Collections

3.12.060: 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.

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.

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.

3.12.040: 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.

3.12.050: 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. Unless the customer 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).

3.12.060: 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.

CHAPTER 3.16 COMMUNITY DEVELOPMENT FEES

SECTION:

3.16.010: Community Development Department Fees

3.16.020: Waiver, Modification And Refund Of Fees

3.16.010: COMMUNITY DEVELOPMENT DEPARTMENT FEES:

All fees charged by the Community Development Department of the City shall be as set forth in the City Consolidated Fee Schedule, as amended

3.16.020: 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.,

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.

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, no name shall be chosen that:

- a. Causes confusion due to duplication of or similarity to an existing named facility;
- b. Promotes tobacco, alcohol, obscenity or a sexually oriented business;
- c. May have an inappropriate acronym, short form, or modification.
- d. Is discriminatory, derogatory, or otherwise creates controversy.
- e. Recognizes a single individual for a contribution similar or identical to a contribution made by others within a particularly group.

3. Personal And Organization Names: The name of an individual or an organization, shall be considered only when such individual or organization has made significant contribution to the city by:

- a. Enhancing the quality of life and well being of the city;
- b. Contributing to the historical, cultural, or societal preservation of the community;
- c. Contributing a significant portion of project costs used for acquisition, development, improvement, or conveyance of land or a building; or
- d. Achieving personal or organizational excellence that represents the City of Holladay in a positive manner.

e. Public Gifts: When selecting a name connected with a sponsorship, the following additional factors shall be considered:

f. The dollar value of the contribution compared to the construction and ongoing operating and maintenance costs of the city asset to be named;

g. Any financial sponsorship categories as may be established by the city to recognize different contribution amounts;

h. The cost of establishing the naming; and

i. In the case of a donated asset, projected ongoing operating and maintenance costs.

4. Asset Name Rejection: The City, in its sole discretion, may reject any proposed asset donation or proposed name for a new or existing City asset.

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

1. Quality: An asset donated to the city shall conform to applicable city standards including, but not limited to, design, durability, and location. The city, in its sole discretion, may reject an offer to donate an asset that does not meet city standards.

2. Maintenance: An asset donated to the city that is unique and not within any asset class ordinarily purchased and maintained by the city shall be maintained by the donor unless otherwise provided in an asset naming agreement.

3. Ownership: Unless otherwise agreed to in advance and in writing, all donated property of whatever kind becomes and remains City property. The City assumes no liability for the loss, damage and/or replacement of City assets.

3.40.050: CHANGING AN EXISTING ASSET NAME:

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

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

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

3.40.060: ASSET NAME REMOVAL:

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

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

1. Such remaining in service is approved by the city pursuant to an asset naming agreement; and
2. The asset naming agreement:

- a. Specifies the length of time that the asset name may be used; and
 - b. Provides for an endowment fund or other financial resources sufficient to pay the asset's ongoing maintenance costs.
- C. Council Action: Unless otherwise provided in an asset naming agreement, the city council may review, change, or remove the name of a city asset at any time consistent with the provisions of this chapter.
- D. Expiration: Except as otherwise provided in subsection C of this section, an asset name expires and may be available for renaming upon:
- 1. The passage of twenty five (25) years;
 - 2. Unexpected natural events, such as flooding, earthquakes, or windstorms;
 - 3. The end of the asset's useful life or when the asset becomes beyond repair and must be replaced; or
 - 4. The termination date or event stated in any written agreement of the city with respect to such asset name.

3.040.070: RULES AND PROCEDURES:

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

CITY OF HOLLADAY

ORDINANCE NO. 2025-21

**AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF HOLLADAY FOR
THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026**

WHEREAS, the City Council of the City of Holladay has adopted, by ordinance, the budget for the City for the fiscal year beginning July 1, 2025 and ending June 30, 2026, in accordance with the requirements of the state statute; and

WHEREAS, the City Manager has prepared and filed with the City Recorder a proposed amendment to the adopted budget for consideration by the City Council; and

WHEREAS, said proposed amendment reflects changes in the budget to account for actual revenues received and expenditures incurred; and

WHEREAS, the proposed amendments have been duly noticed and a public hearing held on November 20, 2025; and

WHEREAS, all conditions precedent to the amendment of the budget have been accomplished; and

WHEREAS, the City Council determines that amending the fiscal year 2025-2026 budget is in the best interest of the health, safety, and welfare of the citizens of the City of Holladay;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Holladay, Utah as follows:

Section 1. Budget Amendment Adoption. The budget amendments attached hereto as Exhibit A and made a part of this Ordinance are hereby adopted and incorporated in the budget of the City of Holladay, Utah for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the requirements of state law.

Section 2. Certification. The City Recorder is hereby directed to have this Ordinance certified by the City Manager as the City Budget Officer.

Section 3. Effective Date. This ordinance shall take effect immediately upon posting.

PASSED AND APPROVED this ___ day of December, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay ____
Matt Durham	Yea	Nay ____
Paul Fotheringham	Yea	Nay ____
Drew Quinn	Yea	Nay ____
Emily Gray	Yea	Nay ____
Robert Dahle	Yea	Nay ____

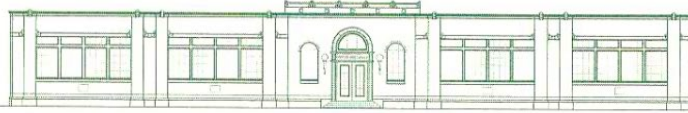
ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of December, 2025.

RECORDED this ____ day of December, 2025.

City of Holladay Proposed Budget Amendment				
General Ledger Account Description	FY26 Original Budget	Proposed Change	FY26 Proposed Amended Budget	Description
General Fund				
Expenditures				
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
TOTAL RECOMMENDED EXPENDITURE BUDGET				
ADJUSTMENTS - GENERAL FUND	\$ 1,158,141	\$ -	\$ 1,158,141	
Arts Fund				
Revenues				
Trans from General Fund	-	3,000	3,000	Creative aging city match
Grants	-	3,000	3,000	Creative aging grant
TOTAL RECOMMENDED REVENUE BUDGET				
ADJUSTMENTS - ARTS FUND	\$ -	\$ 6,000	\$ 6,000	
Expenses				
Creative aging program	-	6,000	6,000	Creative aging
TOTAL RECOMMENDED EXPENSE BUDGET				
ADJUSTMENTS - ARTS FUND	\$ -	\$ 6,000	\$ 6,000	
Grants Fund				
Revenues				
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
TOTAL RECOMMENDED REVENUE BUDGET				
ADJUSTMENTS - GRANTS FUND	\$ -	\$ 1,510,456	\$ 1,510,456	
Expenses				
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
TOTAL RECOMMENDED EXPENSE BUDGET				
ADJUSTMENTS - GRANTS FUND	\$ 261,418	\$ 1,510,456	\$ 1,771,874	
Capital Projects Fund				
Revenues				
Approp Fund Balance	7,416,200	50,296	7,466,496	Increase in budgeted use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET				
ADJUSTMENTS - CAPITAL PROJECTS FUND	\$ 7,416,200	\$ 50,296	\$ 7,466,496	
Expenditures				
6200 South Matching Funds	-	45,205	45,205	UDOT/ federal reimbursement nonparticipating costs
Transfer to Grants Fund	-	5,091	5,091	WFRC safety audit
TOTAL RECOMMENDED EXPENDITURE BUDGET				
ADJUSTMENTS - CAPITAL PROJECTS FUND	\$ -	\$ 50,296	\$ 50,296	



City of Holladay
CITY COUNCIL

CITY OF HOLLADAY COUNCIL STAFF REPORT

MEETING DATE: December 4th 2025

SUBJECT: Requirements of HB 48, Wildland Urban Interface Modifications

SUBMITTED BY: Jonathan Teerlink, Community and Economic Development

REQUIRED CITY COUNCIL ACTION: *Legislative*

SUMMARY

Review and consideration of the municipal requirements of [HB 48](#): Wildland Urban Interface fire protections:

- October 23rd
 - Overview of HB 48 included various bill requirements meant to reduce wildfire risk, improve public safety, and help maintain affordable fire-insurance availability. Two WUI overlay map options were prepared and presented. Discussion among the council concluded with a preferred map option.
- October 28th
 - Planning Commission was presented with WUI code amendments and the preferred map option. Public comment on the preferred WUI overlay map was accepted with the commission voting to recommend the overlay map as presented, as well as associated WUI code compliance requirements (6-0 vote)
- November 20th
 - Upon review of the commission's recommendations the city council accepted public comment and held a discussion on the matter. The council concluded that a second map option should be considered; constraining the west-most WUI overlay boundary to the I-215 corridor. Additionally, a request to clarify administrative enforcement of the 2006 Utah Wildland Urban Interface code.

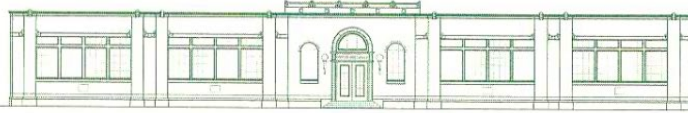
FISCAL IMPACT:

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

Review and discussion on the provided information and approval of either overlay option.





City of Holladay
CITY COUNCIL

ATTACHMENTS:

- Holladay WUI Overlay Map –
 - Option 1, as recommended by the Planning Commission
 - Option 2, requested modification
- 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*



CITY OF HOLLADAY

ORDINANCE No. 2025-22

AN ORDINANCE OF THE CITY OF HOLLADAY ADOPTING AMENDMENTS TO THE CITY CODE RELATING TO THE ESTABLISHMENT OF AN OVERLAY ZONE FOR THE WILDLAND URBAN INTERFACE, ADOPTING PROVISIONS OF THE WILDLAND URBAN INTERFACE BUILDING CODE AND MAKING OTHER RELATED AMENDMENTS

WHEREAS, the Utah State Legislature, in 2025, adopted House Bill 48, enacting provisions relating to fire danger in the Wildland Urban Interface areas of the state; and

WHEREAS, pursuant to House Bill 48, municipalities of the state are required to adopt maps relating to areas within each city corresponding to the Wildland Urban Interface and fire safety risk; and

WHEREAS, the Planning Commission of the City of Holladay has held a public hearing relating to the establishment of a map and code amendments to enact the required provisions of House Bill 48 and has made a positive recommendation to the City Council of the City of Holladay; and

WHEREAS, the City Council of the City of Holladay has held a public hearing and now desires to approve a map and code amendments relating to the same;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Holladay, Utah as follows:

Section 1. Adoption and Codification. Chapter 70 of Title 13, relating to the Wildland Urban Interface Zone, is hereby adopted and codified to read as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Amendment and Codification. Section 15.08.01 of the City of Holladay Municipal Code is hereby amended to read in its entirety as set forth in Exhibit B, attached hereto and incorporated herein by reference.

Section 3. Amendment and Codification. Section 13.03.030 of the City of Holladay Municipal Code is hereby amended to read in its entirety as set forth in Exhibit C, attached hereto and incorporated herein by reference.

Section 4. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 5. Effective Date. This Ordinance shall take effect upon publication or posting or thirty (30) days after passage, whichever occurs first.

PASSED AND APPROVED this ____ day of December, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay ____
Matt Durham	Yea	Nay ____
Paul Fotheringham	Yea	Nay ____
Drew Quinn	Yea	Nay ____
Emily Gray	Yea	Nay ____
Robert Dahle	Yea	Nay ____

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of December, 2025.

RECORDED this ____ day of December, 2025.

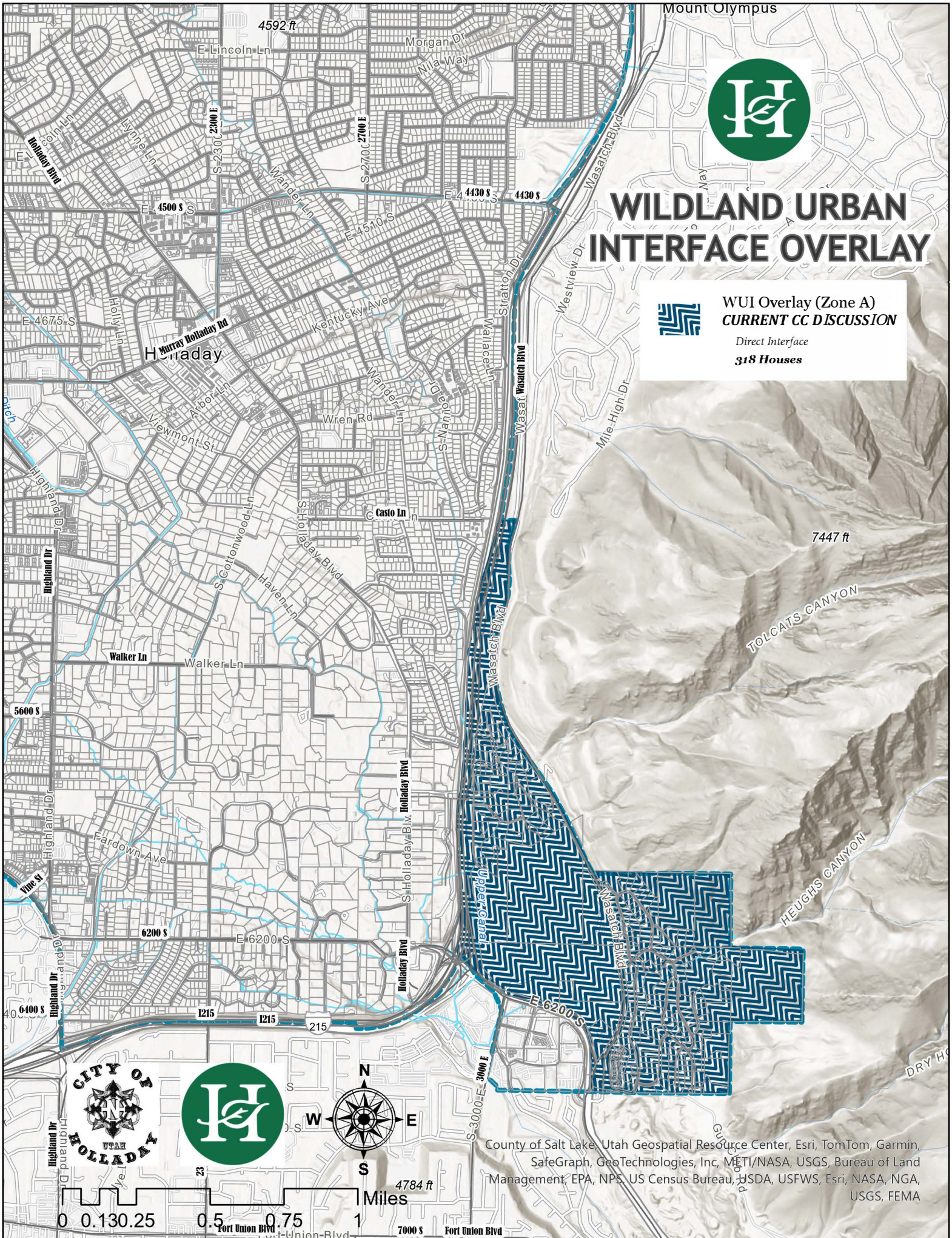


WILDLAND URBAN INTERFACE OVERLAY



WUI Overlay (Zone A)
CURRENT CC DISCUSSION

Direct Interface
318 Houses



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



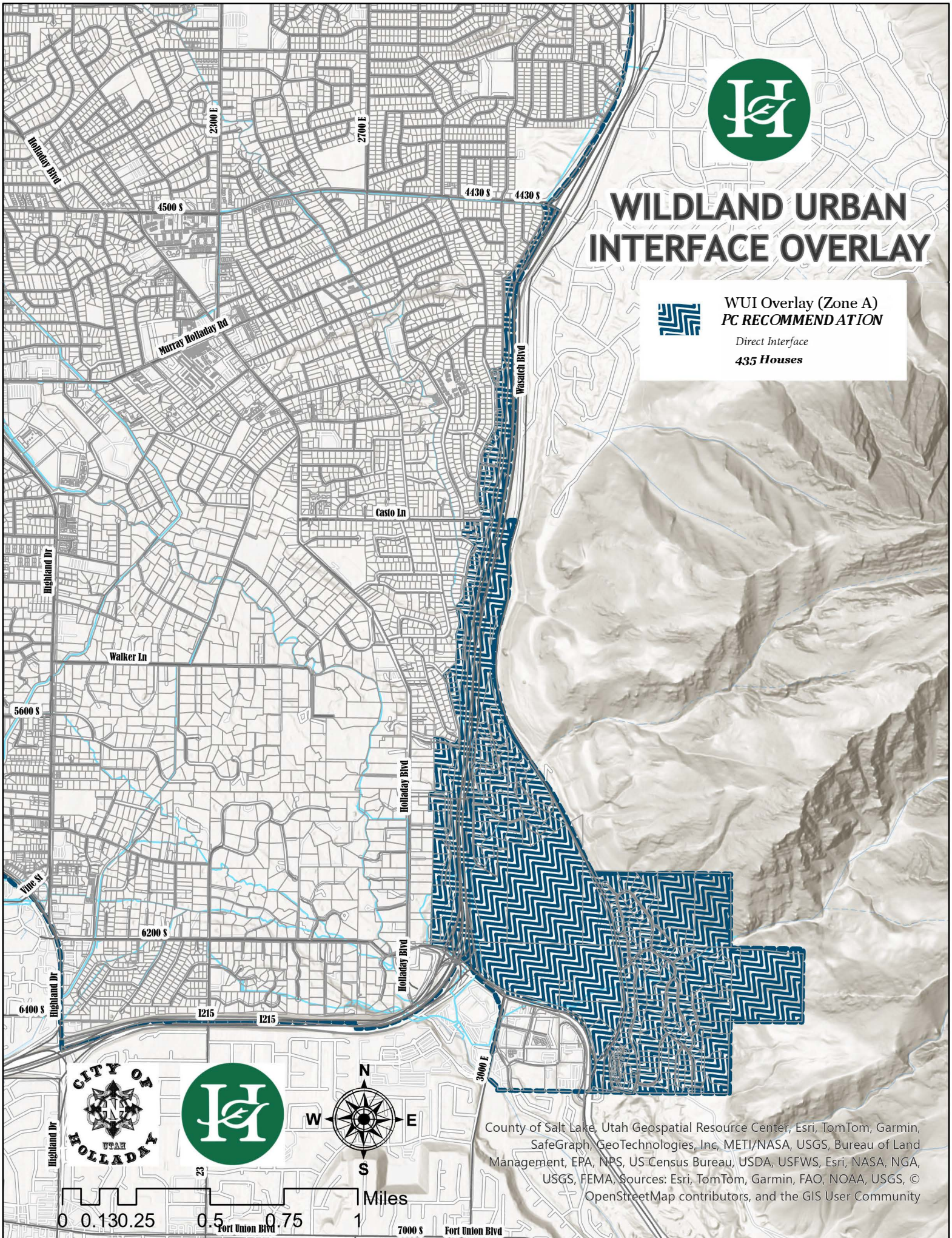
WILDLAND URBAN INTERFACE OVERLAY



WUI Overlay (Zone A)
PC RECOMMENDATION

Direct Interface

435 Houses



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 roster-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:

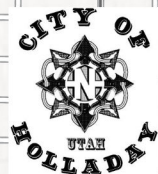
Each structure receives a score within a 10-class scale, where:

- 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.



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, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

1 TITLE 15
2 BUILDING CODES
3 CHAPTER 15.08
4 BUILDING CODES

5 SECTION:

6 15.08.010: Technical Codes Adopted

7 15.08.020: Fees In General
8 15.08.030: Fees For Subpermits
9 15.08.040: Utility Connections
10 15.08.050: Transition

11

12 15.08.010: TECHNICAL CODES ADOPTED:

13 A. As provided in title 15a of the Utah code, the building code, national electrical code,
14 residential one- and two-family dwelling code, plumbing code, mechanical code, fuel gas
15 code, energy conservation code, and manufactured housing installation standard code as
16 adopted by the uniform building code commission (collectively, the "state building code")
17 shall be applied to building construction, alteration, remodeling and repair, and in the
18 regulation of building construction, alteration, remodeling and repair in the city. When a
19 new or revised edition of any component part of the state building code is adopted by the
20 uniform building code commission this section shall be interpreted to refer to such edition
21 thereof.

22 B. The city of Holladay hereby also adopts the following codes:

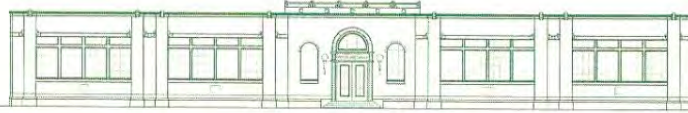
23 1. The 1997 edition of the uniform code for the abatement of dangerous buildings
24 (UCADB), as approved by the uniform building code commission, and

25 2. The 2003 edition of the international property maintenance code, and

26 3. The 2006 edition of the Utah Wildland Urban Interface Code.

27

28 15.08.020: FEES IN GENERAL:



City of Holladay
HOLLADAY CITY COUNCIL

COUNCIL STAFF REPORT

MEETING DATE: December 4th 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:

As anticipated on page 17th of the Site Development Master Plan (SDMP, 2007), a proposal by applicant and property owner, KMW Development now provides missing Project Signage Standards to the “Holladay Hills” project. Upon review of the planning commission’s recommendation of these new standards, the council held a discussion with the property owner. The discussion centered on clarifying the setback requirements for one sign in particular; located at the northern-most Highland Drive entrance (at the traffic light adjacent to the Chevron Gas station).

Since this meeting, the applicant has worked with staff to provide a setback of 15 feet for this one sign, with specific location details. All other tenant-type signs retain the commission’s 20’ recommended setback.

SUGGESTED MOTION:

Approval.

ATTACHMENTS:

SDMP 2007, Existing Page 17

Proposed amendments

FISCAL IMPACT:

None



HOLLADAY HILLS
MULTI-TENANT SIGN LOCATION
HIGHLAND DRIVE AND RODEO DRIVE



HOLLADAY HILLS
MULTI-TENANT SIGN LOCATION
HIGHLAND DRIVE AND RODEO DRIVE



HOLLADAY HILLS
MULTI-TENANT SIGN LOCATION
HIGHLAND DRIVE AND RODEO DRIVE



CITY OF HOLLADAY

RESOLUTION No. 2025-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING
NEW SIGNAGE CRITERIA AS A PART OF THE SITE DEVELOPMENT MASTER PLAN
FOR THE HOLLADAY HILLS PROJECT**

WHEREAS, the City Council of the City of Holladay, in 2008, approved a Site Development Master Plan for the development of property formerly known as the Cottonwood Mall; and

WHEREAS, the adopted Site Development Master Plan called for the subsequent approval of signage material for the Project; and

WHEREAS, the Developer of the Project has presented to the City Sign Criteria for the Development; and

WHEREAS, the Planning Commission has held a public hearing, has reviewed the proposed Sign Criteria and has recommended its approval; and

WHEREAS, the City Council of the City of Holladay has held a public hearing and now desires to approve the proposed Sign Criteria;

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

1. Adoption. The City Council of the City of Holladay hereby approves that certain Sign Criteria attached hereto as Exhibit A and incorporated herein by reference for the Holladay Hills Project and specifically approves the adoption of the Sign Criteria as an amendment to the Site Development Master Plan for the Holladay Hills Project.

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

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

PASSED AND APPROVED this ____ day of December, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay ____
Matt Durham	Yea	Nay ____
Paul Fotheringham	Yea	Nay ____
Drew Quinn	Yea	Nay ____
Emily Gray	Yea	Nay ____
Robert Dahle	Yea	Nay ____

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of December, 2025.

RECORDED this ____ day of December, 2025.

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.

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. Development signs, monument signs and directional 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.



Temporary Site Signage Criteria

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

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.

Arrival, Development and Directional Signage

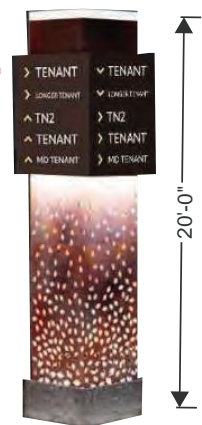
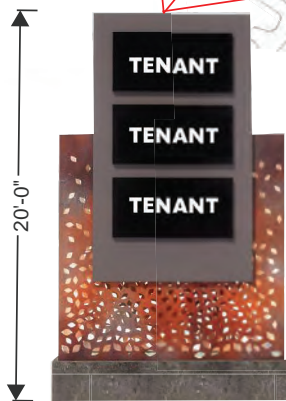
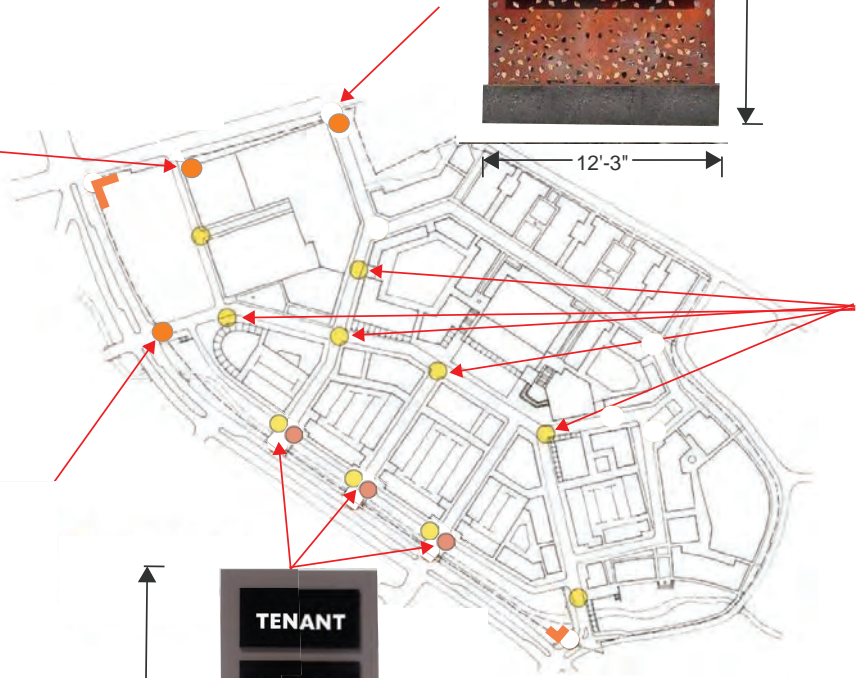
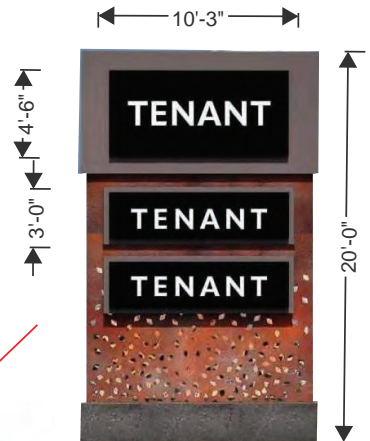
Arrival Signage: Site Identifier signage or sculpture identifying the development. Limited to 2 locations

Development Signage: Limited to a maximum of 8 two-sided development signs on property with maximum height of 20', setback 20' from back of curb
Highland and Rodeo sign only - set back 15' from edge of road

Directional Signage: Located at street corners

Detailed Project Sign Criteria adopted by the Planning Commission and City Council as Appendix A, subject to administrative staff review prior to building permit approval.

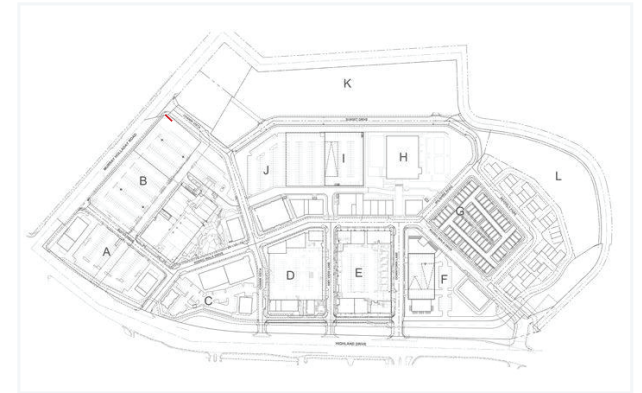
APPENDIX A: Project Sign Criteria



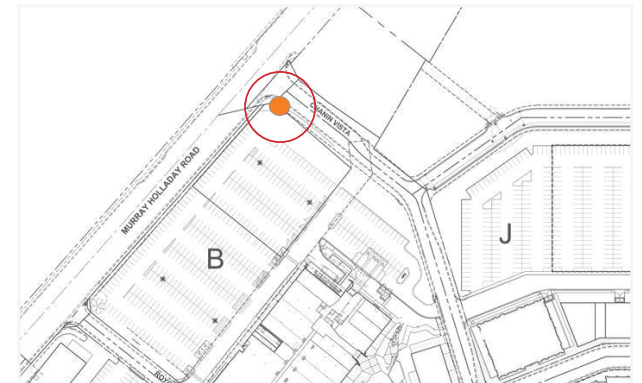
- DIRECTIONAL SIGNAGE
- MULTITENANT DEVELOPMENT SIGNAGE
- ARRIVAL/DEVELOPMENT ID SIGNAGE

APPENDIX A: Project Sign Criteria

Conceptual Development Sign A



SITE PLAN LOCATION



DETAILED LOCATION

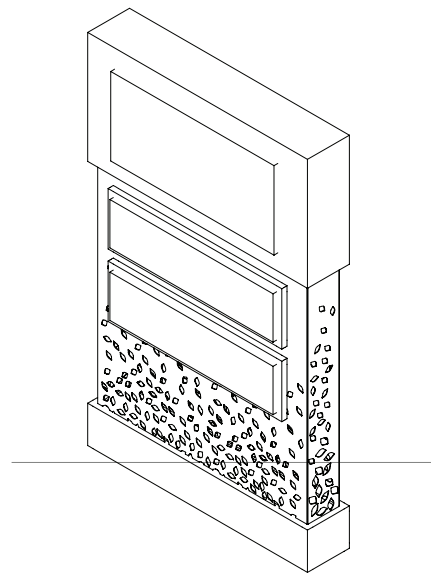
APPENDIX A: Project Sign Criteria

Conceptual Development Sign A

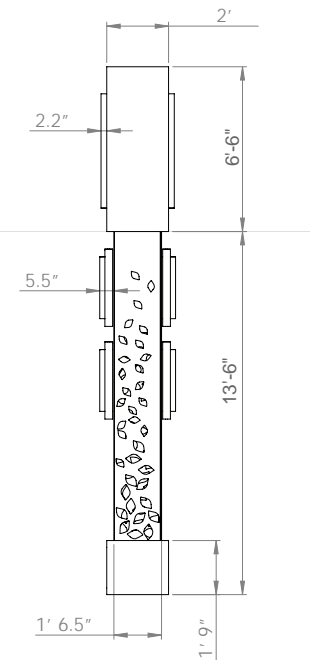
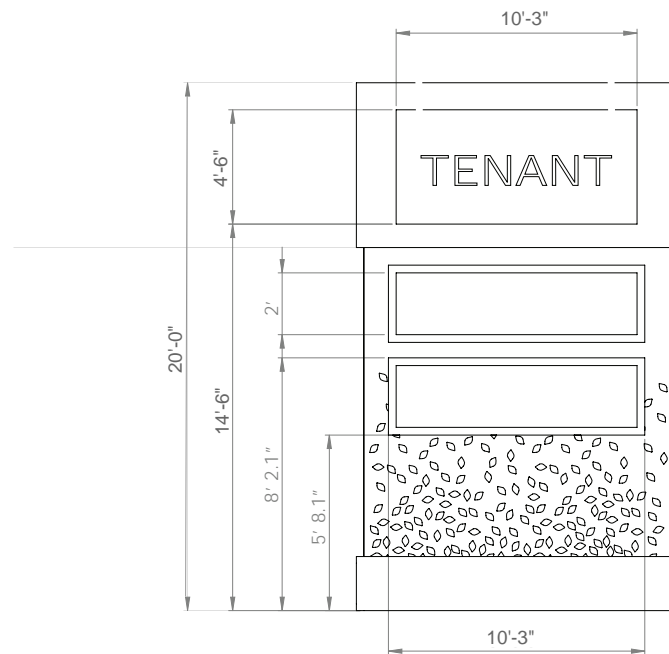
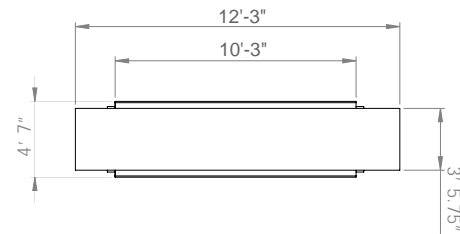
MEASUREMENTS

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

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

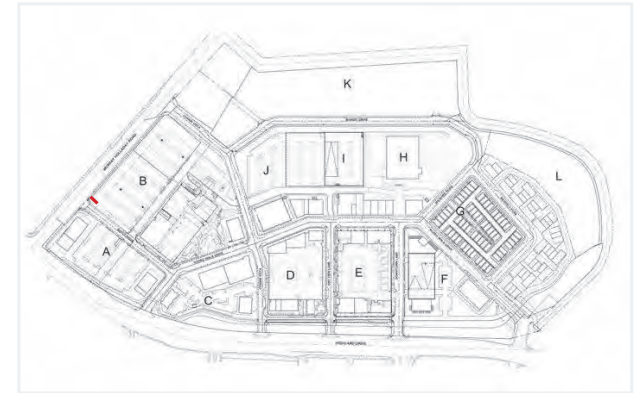


ISOMETRIC VIEW

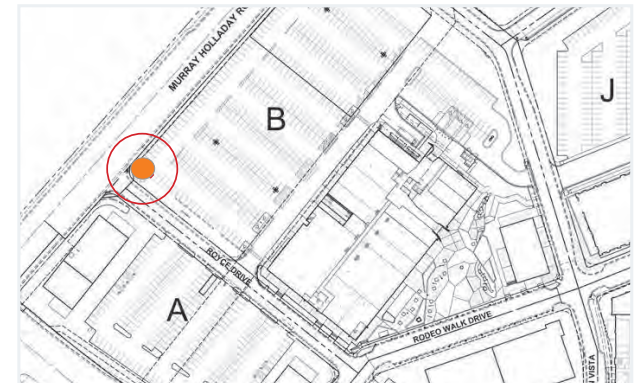


APPENDIX A: Project Sign Criteria

Conceptual Development Sign B



SITE PLAN LOCATION



DETAILED LOCATION

APPENDIX A: Project Sign Criteria

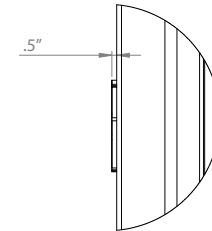
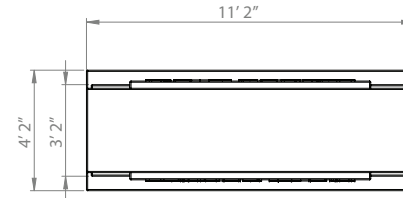
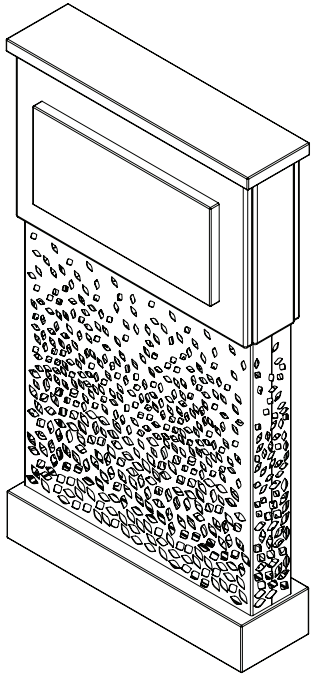
Conceptual Development Sign B

MEASUREMENTS

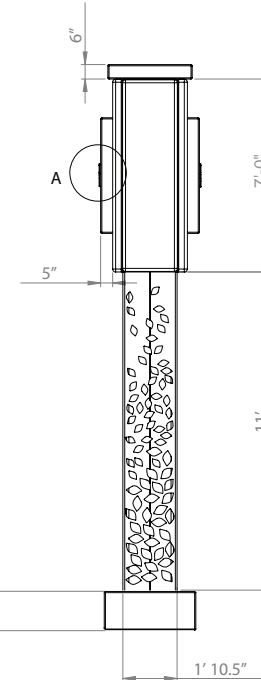
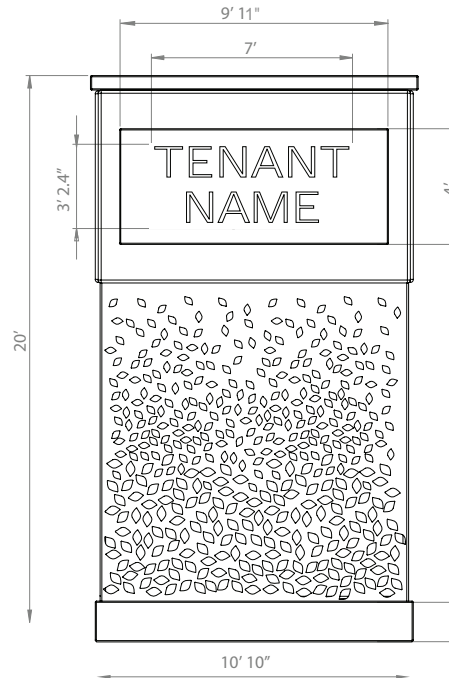
OVERALL SIGN: 20'H x 11' 2"W

SIGNBOX: 4'H x 9' 11"W

TENANT LOGO: 7' wide



DETAIL A
SCALE 1 : 10

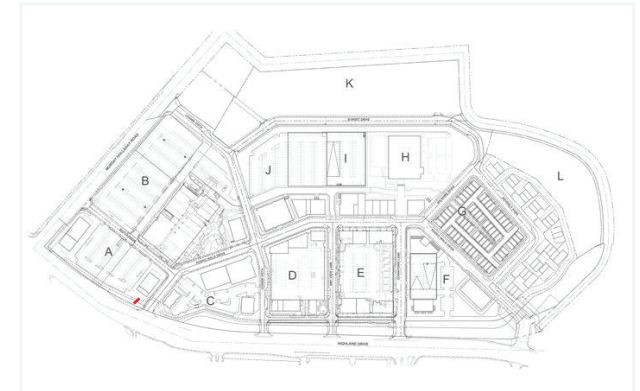


APPENDIX A: Project Sign Criteria

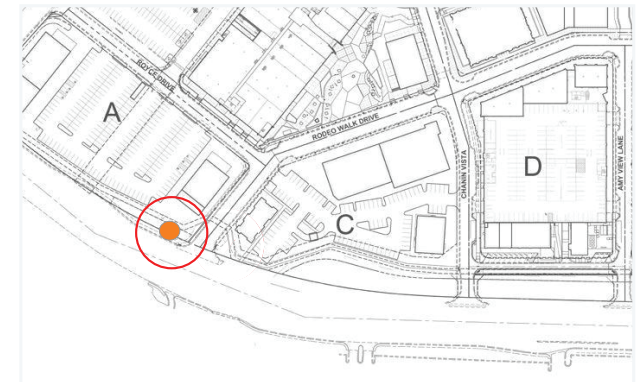
Conceptual Multi-Tenant Development Sign C



PHOTO RENDERING



SITE PLAN LOCATION



DETAILED LOCATION

SIGN TO BE SET BACK A MINIMUM OF 15' FROM THE
EDGE OF HIGHLAND DRIVE.

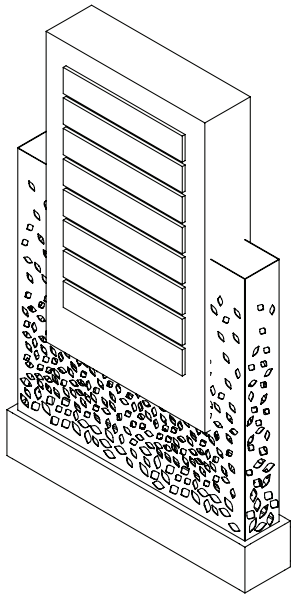
APPENDIX A: Project Sign Criteria

Conceptual Multi-Tenant Development Sign C

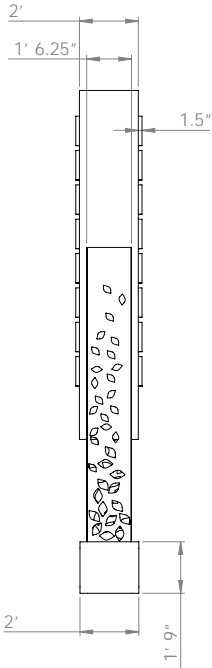
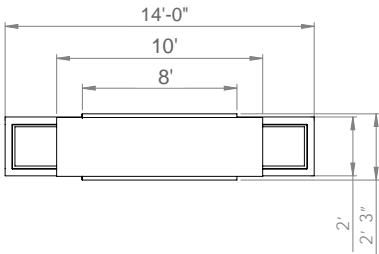
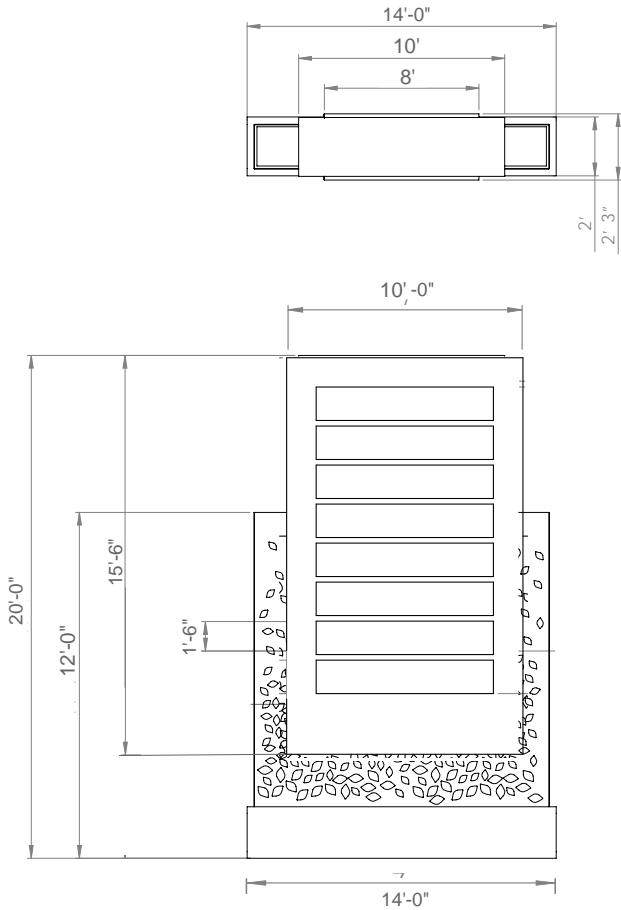
MEASUREMENTS

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

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



ISOMETRIC VIEW

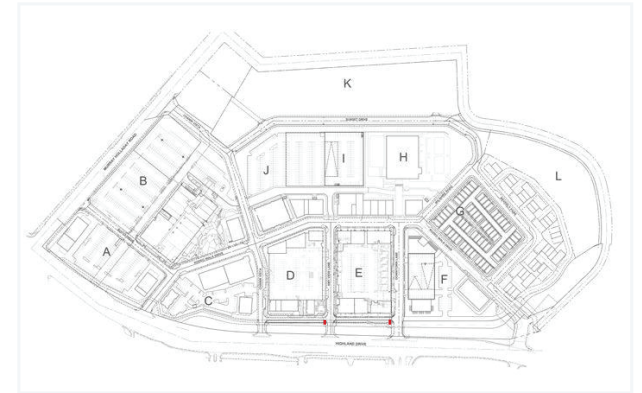


APPENDIX A: Project Sign Criteria

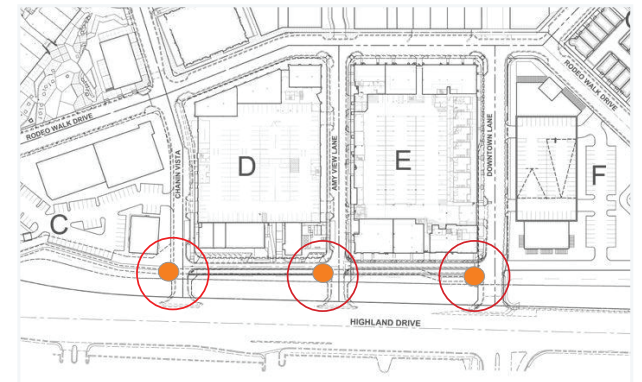
Conceptual Multi-Tenant Development Sign D



3D RENDERING



SITE PLAN LOCATIONS



DETAILED LOCATIONS

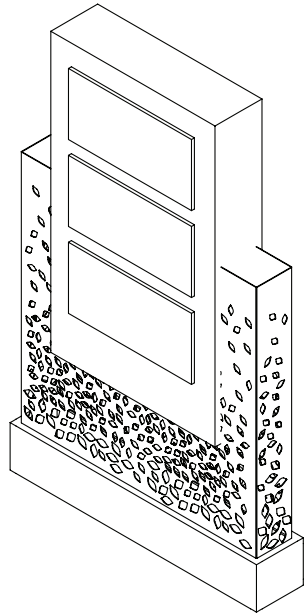
APPENDIX A: Project Sign Criteria

Conceptual Multi-Tenant Development Sign D

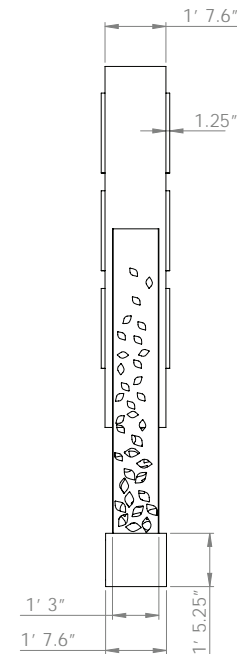
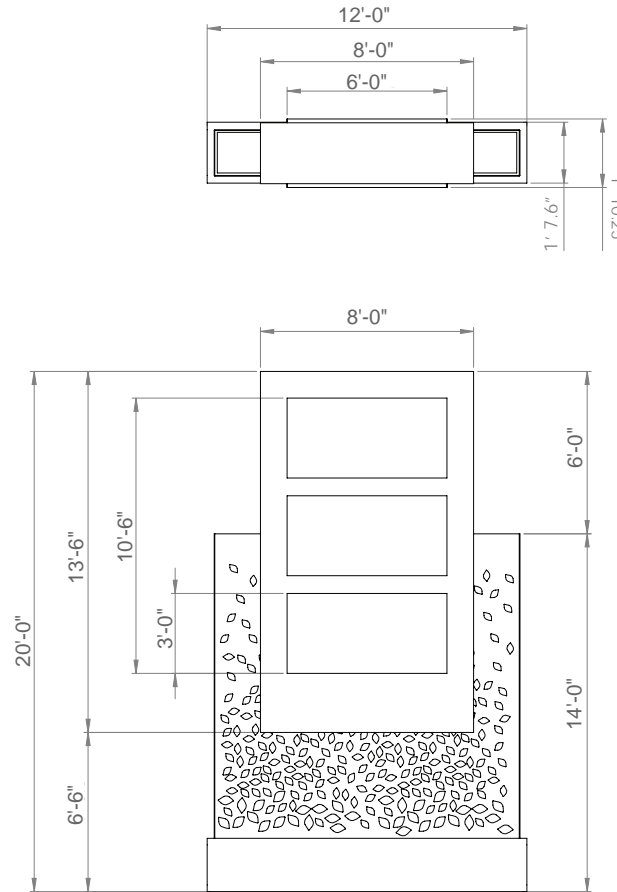
MEASUREMENTS

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

RESOLUTION NO. 2025-

**A RESOLUTION ADOPTING THE 2025 ANNUAL MEETING
SCHEDULE FOR THE MUNICIPAL COUNCIL OF THE CITY OF
HOLLADAY.**

WHEREAS, Section 52-4-6 Utah Code requires any public body that holds regular meetings which are scheduled for a year, to give public notice of its annual meeting schedule; and

WHEREAS, the Municipal Council has established its 2025 meeting schedule, attached as Exhibit “A”; and

WHEREAS, formal approval of such meeting schedules is required by Municipal Council rules;

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

- (1) That the 2026 Annual Regular Meeting Schedule attached as Exhibit “A” is adopted.
- (2) That said schedule be published as required by law.

PASSED AND APPROVED this 4th day of December, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea ____	Nay ____
Matt Durham	Yea ____	Nay ____
Paul Fotheringham	Yea ____	Nay ____
Drew Quinn	Yea ____	Nay ____
Emily Gray	Yea ____	Nay ____
Robert Dahle	Yea ____	Nay ____

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this 4th day of December, 2025

RECORDED this 4th day of December, 2025

**PUBLIC NOTICE OF THE
REGULAR 2026 MEETING SCHEDULE FOR THE
HOLLADAY CITY COUNCIL**

Pursuant to UCA 52-4-202(2), notice is hereby given that the City of Holladay will typically hold its regular City Council meetings for the year 2026 on the first and third Thursdays of each month. The Council may also meet on the second Thursday of every month for a work meeting beginning at 5:30 pm. The meetings are *anticipated* to be held on:

January 8, 2026	July 9, 2026 *
January 2, 2026	July 16, 2026
February 5, 2026	August 6, 2026
February 19, 2026	August 20, 2026
March 5, 2026	September 3, 2026
March 19, 2026	September 17, 2026
April 2, 2026	October 1, 2026
April 16, 2026	October 8 or 22, 2026 **
May 7, 2026	November 6, 2026
May 21, 2026	November 19, 2026
June 4, 2026	December 3, 2026
June 18, 2026	December 10, 2026*

* 2nd Thursday

** 4th Thursday

Briefing sessions typically begin at 5:30 p.m. followed by regular Council meetings at 6:00 p.m. Meetings are held in the City Council Chambers at 4580 S 2300 E, Holladay UT 84117.

The City Council reserves the right to adjust the above meeting schedule as needed, pursuant to the applicable provisions of the Utah Open and Public Meetings Act.

All City Council meetings and work sessions are open to the public unless closed pursuant to Sections 52-4-2044 and 52-4-205 of the Utah Code relative to the applicable provisions of the Utah Open Meetings Act. Special or emergency meetings in addition to those specified may be held as circumstances require. A minimum of 24 hours' notice will be given for such meetings

In accordance with the Americans with Disabilities Act, the City of Holladay will accommodate reasonable requests to assist the disabled to participate in the meetings. Request for assistance can be made by calling the City Offices at 272-9450 from 8:00 a.m. to 5:00 p.m. Monday through Friday at least 48 hours in advance of the meeting to be attended.

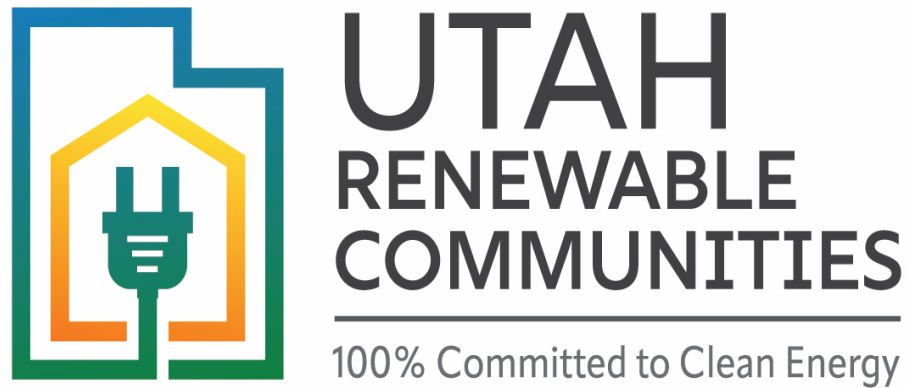
Dated this 4th day of December 2025.

BY ORDER OF THE HOLLADAY CITY COUNCIL

Stephanie N. Carlson, MMC

Holladay City Recorder

Utah Renewable Communities Fall 2025 Update

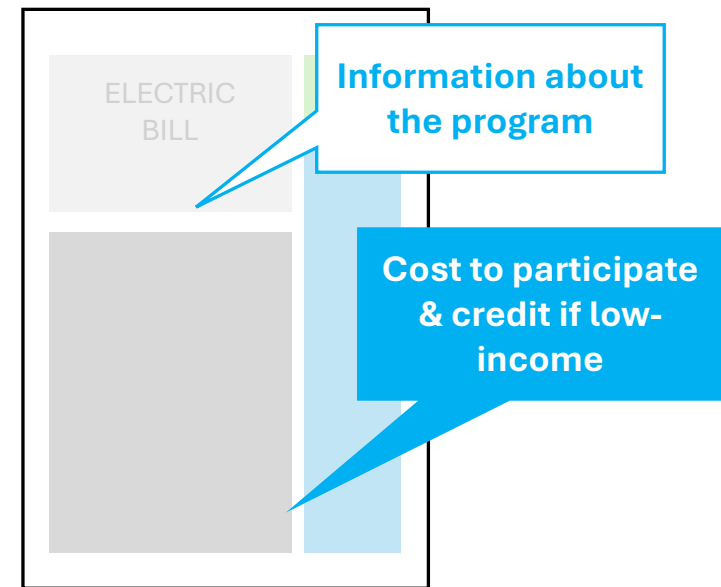


Our involvement in URC

- We joined the Community Renewable Energy Agency (aka the URC board) and subsequently made our financial contributions to the Agency's budget, which was proportional to our community's population and energy load
- We signed the Utility Agreement along with all the other participating communities in time to be included in the initial Program Application filing in January 2025
- After the PSC approves the program (possibly as early as January 2026) we will have a final decision whether to adopt the Program Ordinance

What URC is anticipated to look like for customers

- URC customers remain RMP customers receiving reliable power
- Upon program launch, URC customers will be automatically enrolled the URC program with the choice to opt-out
 - A customer's desire to support and use clean energy and the estimated impact on their bill will likely be factors influencing their decision
- There will be no cost to opt-out initially, after that, there will be a fee to terminate participation
- The URC board's position is that the program increase the average household's electric bill by no more than \$3-4/month
- Low-income customer* provisions:
 - Ongoing outreach and engagement
 - Monthly bill credit to cover the monthly increase
 - Waived termination fee (if they decide to opt-out later in the program)
 - Like all customers, can always choose to opt-out



*These provisions will apply to customers enrolled in RMP Schedule 3 Home Electric Lifeline Plan (HELP)

Status of URC program development

Years of negotiation led to RMP filing two "dockets" with the Public Service Commission, (1) regarding solicitation of program resources in November 2024 and (2) the remaining full Program Application in January and June 2025

(1) RFP

- Solicitation process approved by PSC in May 2025
- Launched RFP with bids due July 10; received 14 qualifying bids
- Following several rounds of scoring and evaluation, the Program Design Committee forwarded top 6 bids (the "Initial Short List") to PacifiCorp for the next stage of evaluation in September 2025

(1) Program Application

- URC filed its testimony into the docket in July 2025 and testimony from other parties, including the Office of Consumer Services and Division of Public Utilities, was filed on October 10
- Rounds of rebuttal and surrebuttal through early December
- PSC hearing scheduled for December 16



Aug 19 • 2 min read

URC Closes the Call for Clean Energy Resources & the Response Was...

On May 22nd, Utah Renewable Communities opened our request for proposals (RFP) to market , inviting...

AFFORDABLE HOUSING AGREEMENT
[BLOCK E]

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

Recitals

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

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

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

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

Agreement

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

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of (i) a period of twenty (20) years measured from the date the first certificate of occupancy is issued for the Block E building, or (ii) the date of early termination allowed in accordance with Section 5 below (the “**Term**”).

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

- (a) Definition of Affordable Housing. For purposes of this Agreement, “**Affordable Housing**” means a residential unit affordable to households earning eighty percent (80%) or less of the Salt Lake City, Utah Metropolitan Statistical Area Median Family Income, as determined by the United States Department of Housing and Urban Development (“**HUD**”) for the applicable year.
- (b) Responsibilities Relative to Operation of Affordable Housing Program. The Parties agree to the responsibilities described below that during the Term:
- i. Developer or its affiliate(s) shall ensure that the rental rate for the Affordable Units will be in accordance with the rental calculation provision in subsection 2(d) below.
 - ii. The City shall be responsible for prequalifying applicants for the one hundred (100) Affordable Units and for supplying to Developer the names of qualified individuals meeting the requirements of this Agreement.
 - iii. Developer shall not be required to keep any Affordable Units vacant while the City completes its qualification process.
 - iv. The Affordable Units shall be leased as units become available during the normal course of leasing within Block E.
- (c) Construction Commitment. Developer shall obtain permit(s) authorizing commencement of construction activities for the multi-family project on Block E no later than December 31, 2027 (the “**Permit Deadline**”). Upon obtaining such permit(s), Developer shall diligently pursue and continue construction to completion of the improvements to provide the housing contemplated by this Agreement within Block E. If Developer fails to obtain such permit by the Permit Deadline, then Developer shall, no later than one (1) year following such failure to meet the Permit Deadline, return to the City all amounts paid by the City at the execution of this Agreement and any amounts otherwise paid to Developer under this Agreement.
- (d) Affordable Housing Verification. The City shall confirm Developer’s compliance with the Affordable Housing requirements by verifying the total number of Affordable Units operated within Block E and Developer shall provide an annual report of the units leased to qualifying individuals during the Term. Parties affirm that under the ADL no more than 100 Affordable Units need to be made available. The City’s verification process shall follow the reporting format and calculation methodology attached hereto as Exhibit A (Affordable Units Rent Calculation) and Exhibit B (Affordable Housing Compliance Report), as shall be updated by the Parties annually, or at such other time as agreed to by the Parties.
- (e) Rent Calculation for Affordable Units. A dwelling unit for rent shall be deemed Affordable Housing if the rent charged for that unit type does not exceed the maximum monthly rent

calculated using the formulas provided annually, the first year for which is attached as Exhibit A.

- (f) Reporting Requirements. Prior to any request by Developer for payment other than the initial payments to be made at execution of this Agreement, Developer shall submit to the City a completed Affordable Housing Compliance Form in the form attached hereto as Exhibit B, identifying the Affordable Units under operation or management as of the reporting date. The City shall confirm the data and provide written acknowledgment of compliance to the RDA.
- (g) Interim Compliance. Notwithstanding anything herein to the contrary, prior to the first compliance review under this Agreement, Developer shall be deemed to be in compliance with the Affordable Housing requirements upon execution of this Agreement. Thereafter, Developer's ongoing compliance shall be verified by the City in accordance with this Section 2.
- (h) Remittance and Report. To the extent that any of the one hundred (100) Affordable Units are not leased to prequalified individuals, and there are not prequalified individuals sufficient for the available one hundred (100) Affordable Units, Developer may, in its discretion, lease such units at prevailing market rental rates. For each such unit leased at market rate, Developer shall remit to the RDA an amount equal to the difference between (i) the total rent collected at market rate, only if greater than then applicable Affordable Housing rent, and (ii) the then applicable Affordable Housing rent as determined under Section 2(d) of this Agreement. Remittance shall be made annually, concurrent with Developer's submission of the Affordable Housing Compliance Report required under Section 2(e). Together with each remittance, Developer shall provide to the RDA and the City: (x) a report identifying each unit leased at market rate during the prior year and the calculated rent differential, and (y) a report of those units within Block E available or soon to be available as Affordable Units, including lease commencement and expiration dates, to assist the City in anticipating move-in dates for Affordable Housing tenants.

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

- (a) RDA agrees: (a) with respect to the Affordable Units required under the TEC to be fulfilled by the City, the RDA shall authorize the release of Two Million Dollars (\$2,000,000) currently held in the Retention Account (as defined in the ADL) to Developer; and (b) with respect to any and all other Affordable Units required under the ADL, (i) RDA shall authorize the release of Five Hundred Thousand Dollars (\$500,000) currently held in the Retention Account to Developer, and (ii) remit to Developer, on an annual basis during the Term, including any "Post Term Period" as described in Section 5 below, all amounts received by the RDA that are allocated for affordable housing within the RDA's Cottonwood Mall Urban Renewal Project Area ("CMURPA") boundaries, including,

without limitation, any such amounts derived from areas outside of the Project but within the CMURPA, such as parcels located north of Murray Holladay Road and west of Highland Drive, provided, however, that Developer shall not be entitled to the automatic remittance of Affordable Housing collected by the RDA outside of the Project but within the CMURPA, such funds shall be administered as set forth in Section 3(b) below.

- (b) RDA shall hold amounts collected for affordable housing outside of the Project but within the CMURPA in a reserve account, to be administered by the RDA and allocated for the purposes required by the ADL, provided, however, that prior to expending or committing such reserve funds the RDA shall consult and coordinate with Developer so that the Parties may evaluate whether use of such affordable housing funds would be appropriate within the Project even though such affordable housing funds were generated outside of the Project.

4. Deed Restriction (Notice of Affordable Housing Agreement); Release. Promptly after the Effective Date, the Parties shall execute and record against Block E, but expressly excluding those portions of Block E that are sold to individual unit owners, a short-form “Notice of Affordable Housing Agreement”, a copy of which is attached hereto as Exhibit D, for the sole purpose of providing record notice of the existence of this Agreement and the Affordable Units. Developer may unilaterally amend the Notice to exclude any portions of Block E that are subsequently subdivided, sold, or otherwise developed into separate parcels, including without limitation condominiums or retail areas. The Notice shall be released of record upon the earlier of: (a) the tenth (10th) anniversary of the Effective Date if the RDA timely exercises its termination right pursuant to Section 5 below; or (b) expiration of the Term if no early termination occurs. The RDA and the City shall execute and deliver all documents reasonably required to effectuate such release within ten (10) business days of request by either Party.

5. Early Termination; Repayment. On the seventh (7th) anniversary from the _____¹, the RDA shall have the right, exercisable by written notice of termination delivered to Developer within thirty (30) days following such anniversary, to terminate this Agreement effective as of the tenth (10th) anniversary of the Effective Date. If the RDA timely exercises the termination right under this Section 5, then following termination on the tenth (10th) anniversary, Developer shall repay to the City Five Million Five Hundred Thousand and No/100 Dollars (\$5,500,000.00), reduced dollar-for-dollar by the aggregate amount of all remittances paid to the RDA pursuant to Section 2(f) above prior to such termination. Such repayment shall be made in ten (10) equal, annual installments on each anniversary of the Effective Date from the eleventh (11th) anniversary through and including the twentieth (20th) anniversary, together with simple interest on the unpaid balance, commencing after the first installment, at the two-year United States Treasury Rate, not to exceed four and one-half percent (4.5%) per year, until paid. In the event of an early termination as set forth in this Section 5, RDA shall continue to remit to Developer, during a post term period commencing on the tenth (10th) anniversary of the Effective Date and continuing until what would have been the end of the Term if there had been no early termination (the “**Post Term Period**”), annually the Developer’s Housing Allocation earned within the Project, and shall administer amounts collected outside of the Project but within the CMURPA as set forth in Subsection 3(b) above.

¹ NTD: Parties to establish date for measuring the 7 year termination option.

6. Conflicts. The terms of this Agreement are intended to implement the terms of the ADL, including, without limitation, Sections 2.4 and 7.5 of the ADL. The terms of this Agreement are intended to be controlling as they relate to the provisions of Affordable Housing in the Project, the obligations of the Parties relating to the implementation of Affordable Housing, and the Developer's Housing Allocation (as defined in the ADL). The terms of the ADL are intended to remain in full force and effect without amendment except as supplemented herein. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the ADL and/or the TEC with respect to Affordable Units only, this Agreement shall control.

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

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

9. Notices. All notices under this Agreement shall be in writing and delivered by (a) personal delivery, (b) certified or registered U.S. mail, return receipt requested, postage prepaid, (c) nationally recognized overnight courier, or (d) email with confirmation of transmission, in each case addressed as set forth below (or to such other address as a Party may designate by notice in accordance with this Section). Notices shall be deemed given: (i) upon delivery if by personal delivery, (ii) three (3) business days after deposit if mailed, (iii) one (1) business day after deposit with an overnight courier, or (iv) on the date sent if by email, provided a copy is sent the same day by one of the foregoing methods.

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

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

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

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

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

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

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

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

12. Waiver. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded any Party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing. A waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

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

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

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

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

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

DEVELOPER:

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

By: WOODBURY CORPORATION, a Utah
corporation
Its: Manager

By: _____
Its: _____

By: _____
Its: _____

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

By: _____
Its: _____

[Signatures Continue on Following Page]

RDA:

REDEVELOPMENT AGENCY OF THE
CITY OF HOLLADAY

By: _____
[_____] , Chairperson

Attest:

By: _____
[_____] , Executive Director

Approved as to form:

CITY:

CITY OF HOLLADAY, A UTAH
MUNICIPAL CORPORATION

By: _____
[_____] , Mayor

Attest:

By: _____
[_____] , City Recorder

Approved as to form:

EXHIBIT A

Example Affordable Units Rent Calculation

2025 AFFORDABLE HOUSING COMPLIANCE CERTIFICATION

Salt Lake County Median Family Income	122,700
80% of AMI	98,160

		[A]
Weight	Income Ratio	80% AMI by Occupant
1	70.04%	68,750
2	95.02%	93,274
3	115.01%	112,890
4	134.99%	132,506
5	163.04%	160,038
6	196.04%	192,428

Unit Type	Weight	80% AMI by Unit	Maximum Annual Rent	Maximum Monthly Rent
1 Studio	0.825	56,719	17,016	1,418
2 Studio +	0.900	61,875	18,563	1,547
3 Junior 1 Bedroom	0.950	65,313	19,594	1,633
4 Junior 1 Bedroom +	1.110	71,448	21,434	1,786
5 1 Bedroom	1.150	72,429	21,729	1,811
6 1 Bedroom +	1.460	80,031	24,009	2,001
7 1 Bedroom Lrg	1.800	88,369	26,511	2,209
8 1 Bedroom Lrg +	2.050	94,255	28,276	2,356
9 1 Bedroom Lrg ++	2.550	104,063	31,219	2,602
10 1 Bedroom Corner	3.600	124,660	37,398	3,116
11 2 bedroom	3.200	116,813	35,044	2,920
12 2 bedroom Lrg	3.800	128,583	38,575	3,215
13 2 bedroom Lrg +	4.500	146,272	43,882	3,657
14 2 Bedroom Premium	6.000	192,428	57,728	4,811

Units included

Unit Type	Units Available	Market Units	Affordable Units
1 Studio	17	-	17
2 Studio +	9	3	6
3 Junior 1 Bedroom	15	-	15
4 Junior 1 Bedroom +	12	5	7
5 1 Bedroom	21	-	21
6 1 Bedroom +	22	13	9
7 1 Bedroom Lrg	7	-	7
8 1 Bedroom Lrg +	23	18	5
9 1 Bedroom Lrg ++	30	27	3
10 1 Bedroom Corner	4	4	-
11 2 bedroom	8	-	8
12 2 bedroom Lrg	7	5	2
13 2 bedroom Lrg +	19	19	-
14 2 Bedroom Premium	6	6	-
TOTALS	200	100	100
Ratio		50.0%	50.0%

Affordable Units
[See Attached]

EXHIBIT B

Example Affordable Housing Compliance Form

2026 AFFORDABLE HOUSING COMPLIANCE CERTIFICATION

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

	Income	[A] 80% AMI
Occupants	Ratio	by Occupant
1	70.04%	-
2	95.02%	-
3	115.01%	-
4	134.99%	-
5	163.04%	-
6	196.04%	-

Unit Type	Occupant Capacity	80% AMI by Unit	Maximum Annual Rent	Maximum Monthly Rent
1 Studio	0.910	-	-	-
2 Studio +	1.000	-	-	-
3 Junior 1 Bedroom	1.250	-	-	-
4 Junior 1 Bedroom +	1.725	-	-	-
5 1 Bedroom	1.925	-	-	-
6 1 Bedroom +	2.225	-	-	-
7 1 Bedroom Lrg	3.800	-	-	-
8 1 Bedroom Lrg +		-	-	-
9 1 Bedroom Lrg ++		-	-	-
10 1 Bedroom Corner		-	-	-
11 2 bedroom		-	-	-
12 2 bedroom Lrg		-	-	-
13 2 bedroom Lrg +	4.000	-	-	-
14 2 Bedroom Premium	5.500	-	-	-

Units included

Unit Type	Units Available	Market Units	Affordable Units
1 Studio	17	-	17
2 Studio +	9	3	6
3 Junior 1 Bedroom	15	-	15
4 Junior 1 Bedroom +	12	5	7
5 1 Bedroom	21	-	21
6 1 Bedroom +	22	13	9
7 1 Bedroom Lrg	7	-	7
8 1 Bedroom Lrg +	23	18	5
9 1 Bedroom Lrg ++	30	27	3
10 1 Bedroom Corner	4	4	-
11 2 bedroom	8	-	8
12 2 bedroom Lrg	7	5	2
13 2 bedroom Lrg +	19	19	-
14 2 Bedroom Premium	6	6	-
TOTALS	200	100	100
Ratio		50.0%	50.0%

Affordable Units

[See Attached]

EXHIBIT C

Affordable Unit Floor Plan

[TO BE ADDED AFTER PERMIT DEADLINE]

EXHIBIT D

Form Notice of Affordable Housing Agreement

WHEN RECORDED, RETURN TO

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

Affecting Parcel No. 22-09-228-042

SPACE ABOVE THIS LINE FOR USE BY THE RECORDER

NOTICE OF AFFORDABLE HOUSING AGREEMENT

This Notice of Affordable Housing Agreement is executed as of this ____ day of _____, 2025, to provide notice that certain units located within the real property more particularly described on Exhibit 1 attached hereto (“**Block E**”) are subject to the terms and conditions of that certain Affordable Housing Agreement dated as of _____, 2025 by and among the Redevelopment Agency of the City of Holladay, a Utah community development and renewal agency, the City of Holladay, a Utah municipal corporation, and KMW Development L.L.C., a Utah limited liability company (“**Developer**”).

IN WITNESS WHEREOF, Developer, the fee simple owner of Block E, has executed this Notice of Affordable Housing Agreement and authorized its recording with the Salt Lake County, Utah Recorder.

[Signature and Acknowledgement Pages Follow]

DEVELOPER:

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

By: WOODBURY CORPORATION, a Utah
corporation
Its: Manager

By: _____
Its: _____

By: _____
Its: _____

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

By: _____
Its: _____

[Acknowledgements Follow]

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____ as the _____ of WOODBURY CORPORATION, a Utah corporation, the Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company.

Notary Public

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____ as the _____ of WOODBURY CORPORATION, a Utah corporation, the Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company.

Notary Public

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____ as the _____ of MILLROCK CAPITAL II, LLC, a Utah limited liability company, the Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company.

Notary Public

EXHIBIT “1”

Legal Description of Block E

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

Block E, Royal Holladay Hills Subdivision #2, according to the official plat thereof, recorded June 25, 2021, as Entry No. 13700581 in Book 2021P at Page 171, on file and of record in the office of the Salt Lake County Recorder.