



# Sandy City, Utah

10000 Centennial Parkway  
Sandy, UT 84070  
Phone: 801-568-7141

## Meeting Agenda

### City Council

*Brooke Christensen, District 1*  
*Maren Barker, District 2*  
*Kristin Coleman-Nicholl, District 3*  
*Chris McCandless, District 4*  
*Steve Fairbanks, At-large*  
*Linda Martinez Saville, At-large*  
*Zach Robinson, At-large*

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**Tuesday, April 23, 2019**

**5:15 PM**

**Council Chambers**

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Web address to view complete packet: <http://sandyutah.legistar.com>

The Sandy City Council has adopted Rules of Procedure which are available at the rear of the Council Chambers and online at: <https://sandy.utah.gov/government/city-council/procedure-guidelines>. Public comment will be taken on all voting items. Each speaker is allowed three minutes per voting item. The Citizen Comment sections of the meeting are for issues not listed on the agenda. Each speaker is allowed three minutes to address the Council during Citizen Comments. If a citizen is unable to attend a meeting in person, he or she may provide written comments to the City Council Executive Director by 3:00 PM the day of the Council Meeting to have those comments distributed to the City Council and have them read into the record at the appropriate time.

In compliance with the Americans with Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (801) 568-7141.

#### **4:30 Dinner**

#### **5:15 Council Meeting**

#### **Roll Call**

Prayer / Pledge of Allegiance

#### **Non-voting Items**

Agenda Planning Calendar Review & Council Office Director's Report

Council Member Business

Mayor's Report

CAO Report

Citizen Comments

## Information Items

1. [19-136](#) City Council Office recommending the Council receive an update from the Utah Department of Transportation regarding the Little Cottonwood Canyon EIS Project

**Voting Items**

## Consent Calendar

2. [19-128](#) City Council Office and Public Utilities recommending that John Kirkham be appointed as a regular member of the Public Utilities Advisory Board (PUAB)

**Attachments:** [John Kirkham](#)

## Council Items

3. [19-137](#) Parks and Recreation Department presenting the 2019 Arbor Day Proclamation
4. [19-134](#) Interlocal Cooperation Agreement between Sandy City and Salt Lake County, requested by Sandy City Public Works for the County to transfer \$1,000,000 from the County Transportation Funds to the City to reimburse the City for costs associated with the 10200 South Pedestrian Tunnel and Intersection Project.

**Attachments:** [Sandy ILA 10200 South Ped Tunnel Project.pdf](#)  
[19-12c.pdf](#)

5. [19-129](#) Council Member Robinson recommending the City Council receive a presentation on Utah C-PACE and direct the City Attorney to review and prepare the Participation Agreement for Council adoption.

**Attachments:** [C-PACE Presentation\\_Sandy City\\_04232019](#)  
[Existing Buildings Handout](#)  
[New Construction Handout](#)  
[Draft C-PACE Participation Agreement and Resolution.docx](#)

**6:00 Time Certain Items and Public Hearings**

## Public Hearing(s)

6.     [19-123](#)           Community Development Department presenting the 2019 Annual Action for the use of CDBG funds, including the 2019-2020 CDBG budget, as prepared by the Citizen Advisory Committee and recommending approval.

**Attachments:**     [2019 Committee Recommendation Summary](#)  
                          [2019 Annual Action Plan-draft \(4.18.19\)](#)  
                          [Resolution 19-13c \(4.18.19\)](#)

7.     [CODE-03-19-5635\\_CC](#)     Alcohol Permits in SD(MU) Zone - Amend Title 15A, Chapter 19-03, SD-MU Mixed Use, Land Development Code, Revised Ordinances of Sandy City, 2008

**Attachments:**     [Staff Report.pdf](#)  
                          [Exhibit A.pdf](#)  
                          [Exhibit B.pdf](#)  
                          [ord 19-11.pdf](#)  
                          [Community Arts Memo.pdf](#)

## Adjournment



# Sandy City, Utah

10000 Centennial Parkway  
Sandy, UT 84070  
Phone: 801-568-7141

## Staff Report

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**File #:** 19-136, **Version:** 1

**Date:** 4/23/2019

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**Agenda Item Title:**

City Council Office recommending the Council receive an update from the Utah Department of Transportation regarding the Little Cottonwood Canyon EIS Project

**Presenter:** Bri Binnebose





## Staff Report

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**File #:** 19-128, **Version:** 1

**Date:** 4/23/2019

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**Agenda Item Title:**

City Council Office and Public Utilities recommending that John Kirkham be appointed as a regular member of the Public Utilities Advisory Board (PUAB)

**Description/Background:**

Mr. Kirkham was recently appointed by the Council to serve on the Metropolitan Water District of Salt Lake & Sandy for a term of 4 years. Having him serve as member of PUAB will help keep the Board informed of what's happening with Metro Water.

**Recommended Action and/or Suggested Motion:**

Motion to adopt Resolution 19-16C appointing John Kirkham as a regular member of the Public Utilities Advisory Board

## RESOLUTION #19-16C

A RESOLUTION APPOINTING **JOHN KIRKHAM** AS A **REGULAR** MEMBER TO THE SANDY CITY PUBLIC UTILITIES ADVISORY BOARD

BE IT RESOLVED by the City Council in Sandy City, Utah, that John Kirkham be appointed as a regular member to the Sandy City Public Utilities Advisory Board.

The appointment will be as follows:

**John Kirkham** to fill a term as a **regular** member, beginning on **April 24, 2019** and ending on **December 31, 2021**.

PASSED AND APPROVED this April 23, 2019

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Kris Nicholl, Chair  
Sandy City Council

ATTEST:

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City Recorder

RECORDED this \_\_\_\_\_ day of \_\_\_\_\_, 2018



# Sandy City, Utah

10000 Centennial Parkway  
Sandy, UT 84070  
Phone: 801-568-7141

## Staff Report

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**File #:** 19-137, **Version:** 1

**Date:** 4/23/2019

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**Agenda Item Title:**

Parks and Recreation Department presenting the 2019 Arbor Day Proclamation

**Presenter:** Britt Bingham, Urban Forester



## Staff Report

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**File #:** 19-134, **Version:** 1

**Date:** 4/23/2019

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**Agenda Item Title:**

Interlocal Cooperation Agreement between Sandy City and Salt Lake County, requested by Sandy City Public Works for the County to transfer \$1,000,000 from the County Transportation Funds to the City to reimburse the City for costs associated with the 10200 South Pedestrian Tunnel and Intersection Project.

**Presenter:** Ryan Kump

**Recommended Action and/or Suggested Motion:**

To adopt Resolution 19-12C, Authorizing the Execution of an Interlocal Cooperation Agreement between Salt Lake County and Sandy City to transfer up to \$1,000,000 from the County Transportation Funds to the City to reimburse for its 10200 South Pedestrian Tunnel Project.

**CONTRACT SUMMARY PAGE (INTERNAL USE)**

<b>Contract Number:</b> 0000002127 <b>Version:</b> 1 <b>Desc:</b> DRD Transport:UncoverCulvert
<b>Supplier Name:</b> SANDY CITY
<p><b>Comments:</b> DRD- Interlocal - County to transfer up to \$1,000,000.00 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for uncovering existing culvert and construct a pedestrian tunnel including Active Transportation infrastructure (See Exhibit A), as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance. Term to the earlier of (i) the date the City has been disbursed the Maximum Reimbursable Amount, (ii) the date the agreement is terminated, or (iii) 12/31/2024</p>
<b>Contract Amount:</b> \$1,000,000.00
<b>Agency Name:</b> Rgnl Trans, Housng & Econ Dev
<b>Period Performance from</b> 1/18/2019 <b>to</b> 12/31/2024
<b>Procurement Type:</b> EXI Exempt Interlocal
<b>Reason Code:</b>
<b>Buyer:</b> RMatthes

RESOLUTION NO. 5489

January 8, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SANDY CITY PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR CERTAIN TRANSPORTATION PROJECTS WITHIN SALT LAKE COUNTY.

W I T N E S S E T H

WHEREAS, Salt Lake County (the "County") and Sandy City (the "City") are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County now desires to enter into an interlocal cooperation agreement with City, which is attached hereto as **ATTACHMENT A** (the "Interlocal Agreement"), to provide for reimbursement of expenses;

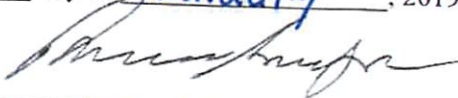
R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

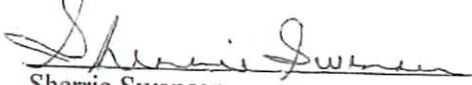
1. The Interlocal Cooperation Agreement between Salt Lake County and City is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.

[Signature Page to Follow]

APPROVED AND ADOPTED, this 8th day of January, 2019.

  
Richard Snelgrove Chairperson

ATTEST:

  
Sherrie Swensen  
Salt Lake County Clerk

Voting:

Council Member Bradley	"Aye"
Council Member Bradshaw	"Aye"
Council Member Burdick	"Aye"
Council Member DeBry	"Aye"
Council Member Granato	"Aye"
Council Member Jensen	"Aye"
Council Member Winder Newton	Absent
Council Member Snelgrove	"Aye"
Council Member Wilson	"Aye"

APPROVED AS TO FORM:

Craig J.

Wangsgard

Deputy District Attorney

Digitally signed by Craig J. Wangsgard  
DN: dc=org, dc=slco, ou=Departments, ou=District  
Attorney, ou=Users, ou=GC, cn=Craig  
J. Wangsgard,  
email=CWangsgard@slco.org  
Date: 2018.12.26 08:45:38 -07'00'

**ATTACHMENT A**  
**Interlocal Cooperation**  
**Agreement with the Sandy City**



## INTERLOCAL COOPERATION AGREEMENT

*between*

**SALT LAKE COUNTY**

*and*

**SANDY CITY**

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County") and **SANDY CITY**, a municipal corporation of the State of Utah (the "City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

### RECITALS:

A. The County and the City are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds").

C. On May 1, 2018, the Salt Lake County Council passed Ordinance 1829, imposing a .25% increase the County sales tax.

D. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) of the Code and all other applicable federal, state and local laws, rules and regulations.

E. The County and the City now desire to enter into this Agreement providing for the transfer of up to One Million Dollars and No Cents (\$1,000,000.00) of County Transportation Funds to the City to reimburse the City for certain costs that are incurred by the City for Uncovering existing culvert and construct a pedestrian tunnel including Active Transportation infrastructure (multi-use trail to the east/west of TRAX station and bike lane for the north/south

of TRAX station at 10200 South. Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference, as applicable, so long as such costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance.

## **AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

### **ARTICLE 1 - INCORPORATION AND DEFINITIONS**

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **County Transportation Funds:** As defined in the Recitals above.
- (b) **Event of Default:** As defined in Section 6.1 below.
- (c) **Event of Force Majeure:** As defined in Section 7.4 below.
- (d) **Maximum Reimbursable Amount:** The amount specified for the Project in the Project Description attached hereto as Exhibit A.
- (e) **Project:** The transportation project or projects described in or determined pursuant to the Project Description.
- (f) **Project Description:** The project description attached hereto as Exhibit A.
- (g) **Project Element.** A discrete portion of the Project.
- (h) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described Utah Code Ann. §59-12-2219(11)(a)(ii) and in accordance with the Certificate of Grant Recipient.
- (i) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) December 31, 2024. The County and City legislative body hereby delegate to its respective Mayor the authority to extend this Agreement for an additional 3 one-year periods without legislative action.
- (j) **Request for Disbursement:** A statement from the City, in the form attached

hereto as **Exhibit B**, requesting an amount of County Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Transportation Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

## **ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS**

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and the County Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) the Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30<sup>th</sup> each year.

## **ARTICLE 3 — REPRESENTATIONS AND WARRANTIES**

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any County Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii); and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and

therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is made to the City under this Agreement is consistent with the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii), and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Description, or any other information submitted to the County by the City, in making that determination.

#### **ARTICLE 4 — DISBURSEMENTS**

4.1. Conditions for Each Disbursement of County Transportation Funds. The County will not be obligated to disburse County Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Sufficient Funds. County has accumulated Sufficient County Transportation Funds to make the disbursement.

(b) Documents to be Furnished for Each Disbursement. The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(c) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(d) Reimbursable Project Costs Paid by the City. The Reimbursable Project

Costs included in the Request for Disbursement have actually been paid by the City.

(e) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(f) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

#### 4.2. Disbursements.

(a) In General. For any and all desired disbursements of County Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of County Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of County Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed County Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of County Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which County Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the City's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Request for Disbursement or any other information submitted to the County under this Agreement and the wording of the Project Description will not be deemed to be a review or acknowledgement by the County as to whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below.

## ARTICLE 5 — COVENANTS AND AGREEMENTS

### 5.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) any improper use of the County Transportation Funds; or (iv) the City's

breach of the Certificate of Grant Recipient attached hereto as Exhibit B. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any County Transportation Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the County Transportation Funds for the purposes specified in this Agreement. Upon request of the County, the City shall make its books and records related to the County Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of County Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the County Transportation Funds under this Agreement without prior written consent from the County. The City shall use the County Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

## **ARTICLE 6 –DEFAULTS AND REMEDIES**

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

- (a) Withhold further disbursement of County Transportation Funds to the City; and/or
- (b) Reduce the amount of any future disbursement of County Transportation Funds to the City by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

## **ARTICLE 7 — MISCELLANEOUS**

7.1. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(h) Voting of the County mayor and the City Mayor shall be based on one vote per Party.

(i) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

(j) The powers of the joint board are those described in this Agreement.

7.2. **Term of Agreement.** This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or



persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed County Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of County Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If County Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute County Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute County Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute County Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If County Transportation Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which County Transportation Funds were last appropriated for contribution to the City under this Agreement.

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time):

If to Salt Lake County:        Department of Regional Transportation, Housing and  
Economic Development  
2001 South State, S2-100  
Salt Lake City, Utah 84190

With a copy to:                Salt Lake County District Attorney  
35 East 500 South  
Salt Lake City, Utah 84111

If to the City:                 Sandy City Mayor  
10000 Centennial Parkway  
Sandy, UT 84070

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

7.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

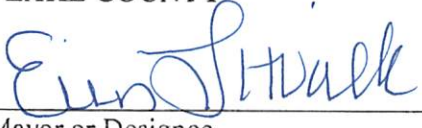
7.14. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

*[Intentionally Left Blank - Signature Page Follows]*

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

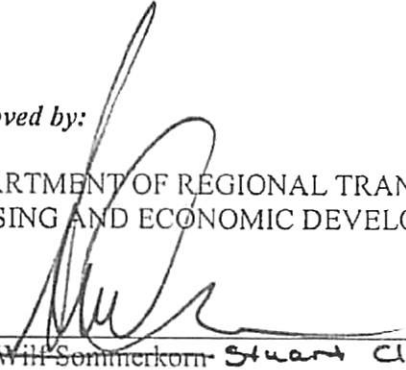
SALT LAKE COUNTY

By   
Mayor or Designee

Dated: 11/18, 2019

*Approved by:*

DEPARTMENT OF REGIONAL TRANSPORTATION,  
HOUSING AND ECONOMIC DEVELOPMENT

By   
~~Will Sommerkorn~~ Stuart Clason  
Acting Department Director

Dated: Dec 27, 2018

*Approved as to Form and Legality:*

By Craig J. Wangsgard  
Deputy District Attorney

Digitally signed by Craig J. Wangsgard  
DN: dc=org, dc=slco, ou=Departments, ou=District Attorney,  
ou=Users, ou=GC, cn=Craig J. Wangsgard,  
email=CWangsgard@slco.org  
Date: 2018.12.26 13:22:38 -0700

**INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY**

**SANDY CITY**

By \_\_\_\_\_

Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 20\_\_\_\_

Attest:

\_\_\_\_\_

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

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

*Approved as to Proper Form and Compliance with Applicable Law:*

**CITY ATTORNEY**

By \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**EXHIBIT A**  
**PROJECT DESCRIPTION**  
**for**  
**SANDY CITY**

1) **Project Title:** 10200 South Pedestrian Tunnel Project

<b>Project Description:</b>	Uncovering existing culvert and construct a pedestrian tunnel including Active Transportation infrastructure (multi-use trail to the east/west of TRAX station and bike lane for the north/south of TRAX station at 10200 South. Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference.
<b>Maximum Reimbursable Amount:</b>	\$1,000,000.00

## **EXHIBIT B**

### **Request for Disbursement Form**

#### **REQUEST FOR DISBURSEMENT**

To: Salt Lake County

Re: Sandy City – Interlocal Agreement for County Transportation Funds

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Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between Salt Lake County (the “County”) and Sandy City (the “City”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** are attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City’s representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County’s review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any

particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**SANDY CITY**

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

Name: \_\_\_\_\_

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

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**SALT LAKE COUNTY**

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

Name: \_\_\_\_\_

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



**Project Title: 10200 South Pedestrian Tunnel Project**

<u>Vendor Name</u>	<u>Date of Service</u>	<u>Date Paid by City</u>	<u>Reimbursable Project Cost Description</u>	<u>Requested Amount</u>
			Total RPC Request	\$ _____

**This portion below is to be filled out by the County.**

### Remaining County Transportation Funds

Page 17 of 17

RESOLUTION #19-12C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND SANDY CITY TO TRANSFER UP TO \$1,000,000 FROM THE COUNTY TRANSPORTATION FUNDS TO THE CITY TO REIMBURSE FOR ITS 10200 SOUTH PEDESTRIAN TUNNEL PROJECT.

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City, State of Utah, finds and determines as follows:

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the attached agreement has been prepared to accomplish such purpose.

WHEREAS, the Interlocal Cooperation Act requires that interlocal agreements which provide for the agency to construct a facility or improvement to real property be approved by the agency's legislative body.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah:

1. It does hereby approve the attached agreement described as an interlocal agreement between Salt Lake County and Sandy City for transferring up to \$1,000,000 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for uncovering existing culvert and construct a pedestrian tunnel including Active Transportation infrastructure (multi-use trail to the east/west of TRAX station and bike lane for the north/south of TRAX station at 10200 South), as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance.

2. The Hon. Kurt Bradburn, Mayor of Sandy City, is hereby authorized to execute the agreement on behalf of Sandy City Corporation and to act in accordance with its terms.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Kristin Coleman-Nicholl  
Sandy City Council

ATTEST:

\_\_\_\_\_  
City Recorder

RECORDED this \_\_\_\_ day of \_\_\_\_\_, 2019.



## Staff Report

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**File #:** 19-129, **Version:** 1

**Date:** 4/23/2019

---

**Agenda Item Title:**

Council Member Robinson recommending the City Council receive a presentation on Utah C-PACE and direct the City Attorney to review and prepare the Participation Agreement for Council adoption.

**Presenter:**

Council Member Robinson and Shawna Cuan, Governor's Office of Energy Development

**Description/Background:**

The Council originally received this presentation on April 2nd, and requested a more in depth discussion at a later date.

C-PACE is Commercial Property Assessed Clean Energy. C-PACE is a program of the Governor's Office of Energy Development to help finance energy improvements on new or existing commercial buildings. A slide presentation, informational sheets, and a Participation Agreement are attached to this item.

**Fiscal Impact:**

There is no fiscal impact associated with this item.

**Further action to be taken:**

The City Attorney will review the Participation Agreement and work with the Governor's Office and staff to prepare it for adoption.

**Recommended Action and/or Suggested Motion:**

Motion to direct the City Attorney to review and prepare the C-PACE Participation Agreement for Council adoption.



GOVERNOR'S OFFICE OF  
**ENERGY DEVELOPMENT**  
*Advancing Utah's Energy Future*



# UTAH CPACE

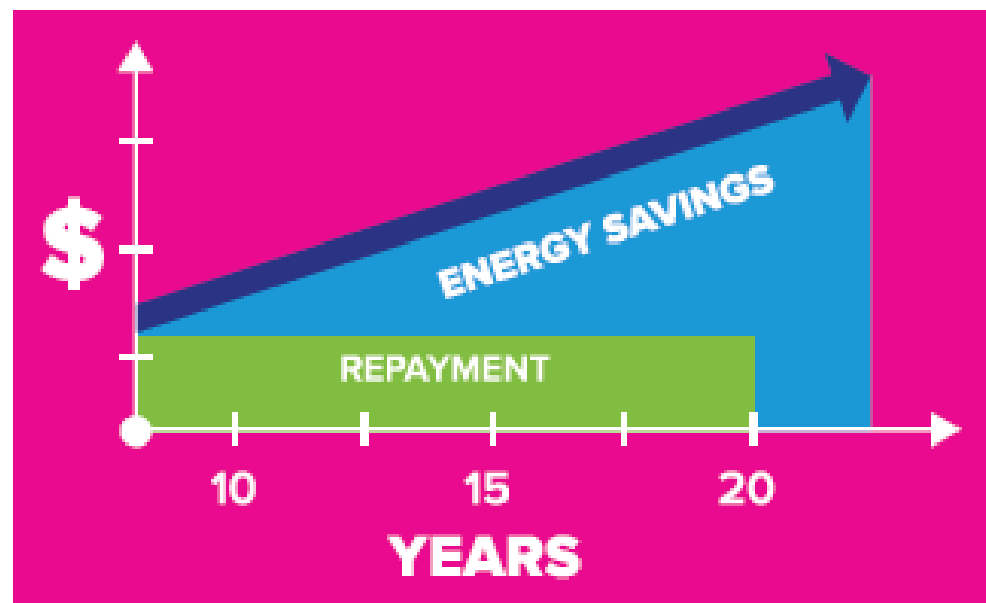
FINANCING CLEAN ENERGY

# What is C-PACE?

- A new way to finance energy improvements on new or existing commercial buildings
- How the financing works:
  - A voluntary C-PACE assessment and lien is placed on the real property
  - Lien is assigned to the lender
  - Lender extends private loans “the funds” to the property owner to finance project
- C-PACE Assessment features:
  - Voluntary
  - Long term (up to 30 years)
  - No personal guarantees
  - Assessment doesn't accelerate
  - Assessment can transfer if the property is sold

# What is C-PACE?

- For existing buildings – C-PACE offers \$0 down, 100% private financing for commercial buildings to fund energy improvements
- For new construction – C-PACE can fill gaps in the capital stack and allow owners to upgrade designs



Goal: Energy savings > the C-PACE payments = Positive cash flow

# What's eligible?



- Eligible properties:
  - Hotel
  - Retail
  - Office
  - Industrial
  - Multifamily (5+ rented units)
  - Industrial
  - Healthcare
  - Nonprofit
- Eligible improvements\*:
  - Energy efficiency and water conservation
  - Renewable energy
  - Battery storage
  - EV charging
  - Parking automation
  - Seismic upgrades
  - Vertical transport devices

\*Soft costs and related expenses can be included in C-PACE financing

# C-PACE 2.0

- 2017 legislation (S.B. 273) updated how C-PACE can be financed, administered, and the types of eligible improvements
- Financing – can be secured through an assessment bond or an assignable lien

	Assessment Bond	Assignable Lien
Issuer	City Council	City Executive / Administrator or C-PACE District
Fee	Starting at \$15K (approximately 3% of financed amount)	3% of financed amount, not to exceed \$90K (for C-PACE District)
Factors	<ul style="list-style-type: none"><li>• Reluctance to issue bond for commercial property</li></ul>	<ul style="list-style-type: none"><li>• Preferred financial instrument</li></ul>



# The City's Role

## 3 options:

### 1. Voluntarily opt in to the C-PACE District (using assignable lien)

- City Council passes resolution and executes participation agreement
- C-PACE District manages education, outreach, project development from start to close, at no cost to the City
- No requirement on City to complete projects

### 2. Administer Locally (using assignable lien)

- Develop and vet projects
- Decide terms
- The City's executive or administrator places voluntary C-PACE assessment and assignable lien
- Collect repayments or have capital provider collect repayments

### 3. Administer Locally (using assessment bond)

- Develop and vet projects
- Decide terms
- City Council places voluntary C-PACE assessment and issues assessment bond for project costs
- Collect repayments or have capital provider collect repayments

# Responsibilities

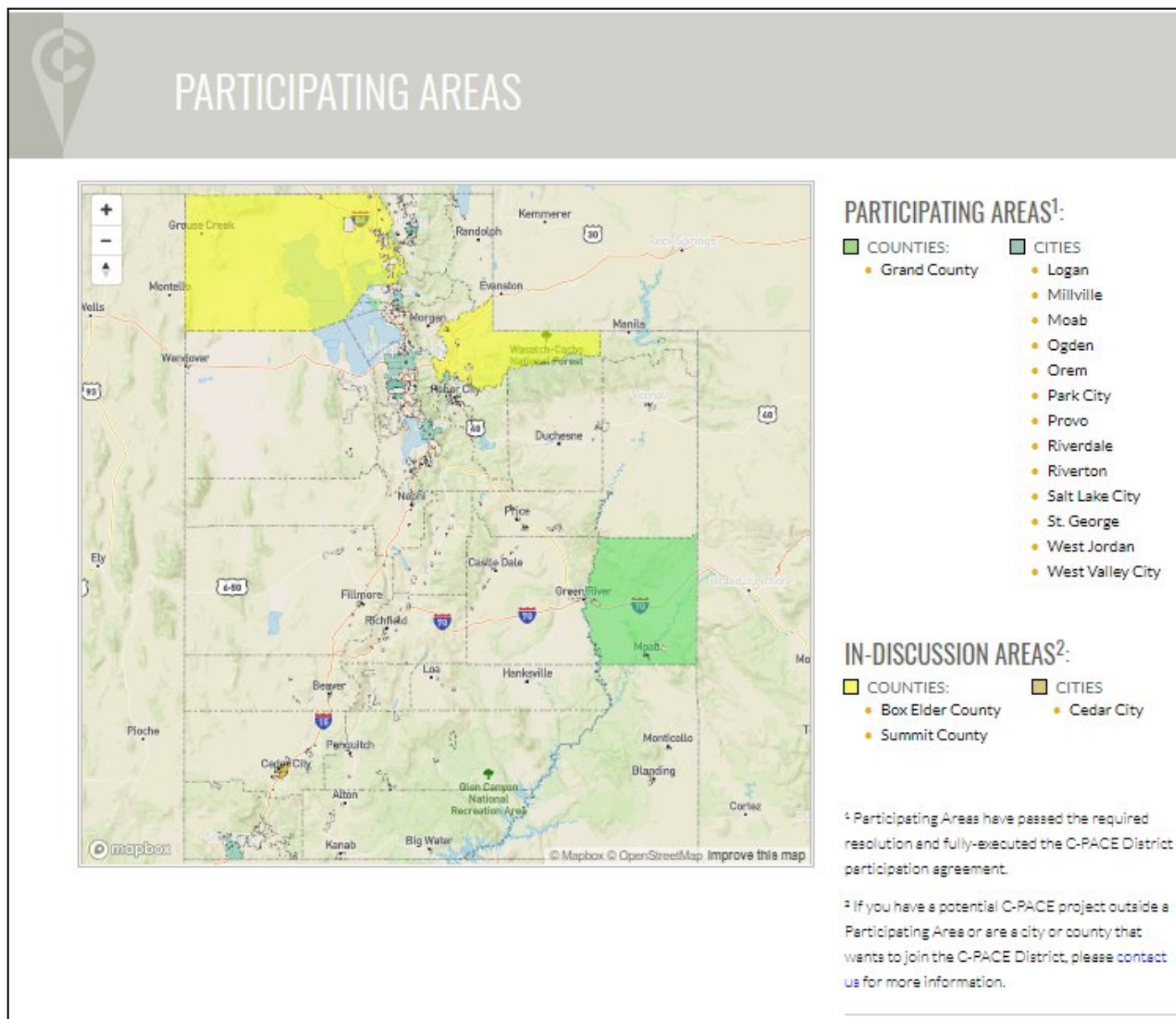
1. OED/C-PACE District responsibilities:
  - a. Develop a Program Guide
  - b. May serve as facilitator for securing third-party financing
  - c. Receive and review applications submitted by owners, and approve or disapprove such applications in accordance with Statute
  - d. Facilitate Assessment and Financing Agreement between owner and third-party financing
  - e. Disclose to owner any costs and risks associated with participating
  - f. Establish assessments
  - g. File assessment with applicable county clerk or recorder
2. City responsibilities:
  - a. Good faith effort to assist in marketing efforts and outreach with the local business community
3. Council may adopt a resolution de-authorizing OED from administering the C-PACE District within its jurisdiction
4. Does not obligate the city to completing projects, C-PACE is a voluntary program

# Current C-PACE District



GOVERNOR'S OFFICE OF  
**ENERGY DEVELOPMENT**

Advancing Utah's Energy Future



# City Engagement




## 1. Project engagement

- a. OED must maintain confidentiality on all projects
- b. Will contact city (if requested) on any pending projects
- c. Can release information to city, with property owner or contractor consent

## 2. Education and outreach

- a. C-PACE District offers monthly training
- b. Local city training available upon request

# C-PACE District Services

RESOURCES

**PROGRAM DOCUMENTS**

---

User Guide  
*How to use the program, for all stakeholders*

---

Program Brochure for Property Owners  
*Two-page program overview*

---

Program Brochure for Developers  
*Two-page program overview relating to new construction*

---

Contractor Application  
*For contracting and project development firms who wish to voluntarily register with the C-PACE program*

---

Project Application Form  
*For property owners wishing to apply for financing*

---

Governing Body Participation Agreement and Resolution

---

PACEcheck™ Project Screening Submission Form -- coming soon

**PROGRAM FINANCING AND LEGAL DOCUMENTS**

---

Program Guide  
*Outlines the legal aspects of the program for all stakeholders*

---

Capital Provider Application  
*For capital providers who wish to fund C-PACE projects*

---

Financing Agreement Template  
*Template for lender's customization to fund C-PACE projects*


---

C-PACE State Code  
*Download the Commercial Property Assessed Clean Energy Act*

---

C-PACE Legislation  
*The bill that enacts the C-PACE Act*

**STAY IN THE KNOW.**  
Sign up for periodic updates  
from **Utah C-PACE.**

 **RESOURCES  
Sections**

Program Documents

Program Financing and Legal Documents

Directories

Contractor Tools

Industry Newsletter

Eligible Properties & Improvements

News Media


Articles & Whitepapers

Industry Links



# C-PACE District Services





## CONTRACTORS // Directory

To view an alphabetical listing of contractors who have attended a C-PACE training, scroll down or use the filters to customize your search. Note that by providing this list, OED is not recommending or endorsing any specific contractor.

**FILTERS**

Search on company name:

Click the 'X' to clear the company name.

Within radius of:

Click the 'X' to clear the address.

Services offered:

☐ Energy efficiency (18)

☐ Renewable energy (15)

☐ Water conservation (9)

Select city:

Any

Select county:

Any

Sort by:

Page 1 of 3 1 2 3

**AMERESCO**

2375 East Camelback Road, Suite 400  
Phoenix, AR 85016  
602-618-9693

Services offered: energy efficiency,  
renewable energy, water conservation

VISIT WEBSITE

**AUTOMATED MECHANICAL**

1574 West 2650 South  
Ogden, UT 84401  
801-712-9525

Services offered: energy efficiency

VISIT WEBSITE

**CREATIVE ENERGIES**

455 W 1700 S  
Salt Lake City, UT 84115  
435-962-0064

Services offered: renewable energy

VISIT WEBSITE

**GO SOLAR GROUP, LLC**

4892 S Commerce Drive, Suite C  
Murray, UT 84107  
801-938-8805

Services offered: energy efficiency,  
renewable energy

VISIT WEBSITE

**HARRIS COMPANY**

1193 West 2200 South, Suite A  
Salt Lake City, UT 84119  
801-433-2640

Services offered: energy efficiency

VISIT WEBSITE

**STAY IN THE KNOW.**

Sign up for periodic updates from Utah C-PACE.

REGISTER FOR EVENT

PARTICIPATING MUNICIPALITIES

CONTRACTOR APPLICATION

PROJECT APPLICATION

TWO-PAGE PROGRAM SUMMARY

USER GUIDE


CONTRACTOR News

Montrose County Completes First Colorado C-PACE Project

Utah Launches New Statewide C-PACE District

Utah Relaunches Statewide Commercial PACE Program, Chooses Sustainable Real Estate Solutions as Program Administrator


Stay informed about issues that impact commercial and industrial property with PACEworx™ News, a free and nationally distributed e-news digest for the PACE industry.




## PROPERTY OWNERS // Capital Providers Directory

CAPITAL PROVIDERS CURRENTLY OFFERING FINANCING FOR UTAH C-PACE PROJECTS INCLUDE:


C5 Energy Partners




Celtic Bank



CleanFund Commercial PACE Capital, Inc.



Counterpointe Sustainable Real Estate LLC



**STAY IN THE KNOW.**

Sign up for periodic updates from Utah C-PACE.

PARTICIPATING MUNICIPALITIES

USER GUIDE


PROPERTY OWNER News

Utah Launches New Statewide C-PACE District

Transportation Museum Taps Colorado C-PACE Program to Save on Energy Costs

Montrose County Completes First Colorado C-PACE Project

Stay informed about issues that impact commercial and industrial property with PACEworx™ News, a free and nationally distributed e-news digest for the PACE industry.



# Processing Projects

1. Submit property address for pre-qualification – PACEcheck Report
  - a. Current on mortgage and property tax payments
  - b. No involuntary liens or recent bankruptcy
2. Select contractor for project development – Contractor Directory
3. Download and submit project application – PACEworx Report
  - a. Translates energy data to key project financials
  - b. Proven to meet underwriting requirements for building owner, mortgage holder, and capital provider
4. OED executes utility agreement
5. Obtain mortgage holder consent
6. Select capital provider to fund project – Capital Provider Directory
7. Execute project development agreement with contractor
8. Execute financing agreement with capital provider
9. Record assessment and lien
10. Complete project

# Case Studies

Title	Location	Project Type	Financing
Hunt Electric Headquarters	West Valley City, UT	Renewable energy solar array, EV charging, battery storage	\$100,500 for 20 years at 6.5%
Ogilvie Properties Office Building	Golden, CO	Energy efficiency upgrades	\$470,000 for 20 years
Mayfly Outdoors Headquarters (new)	Montrose, CO	High efficiency, above code construction	\$994,500 for 20 years
Historic Restoration	Florence, CO	Energy efficiency upgrades and renewable energy	\$616,844 for 19 years
Forney Museum	Denver, CO	Energy efficiency upgrades	\$63,073 for 10 years



Thank you!

Shawna Cuan  
[scuan@utah.gov](mailto:scuan@utah.gov)  
385-235-4580

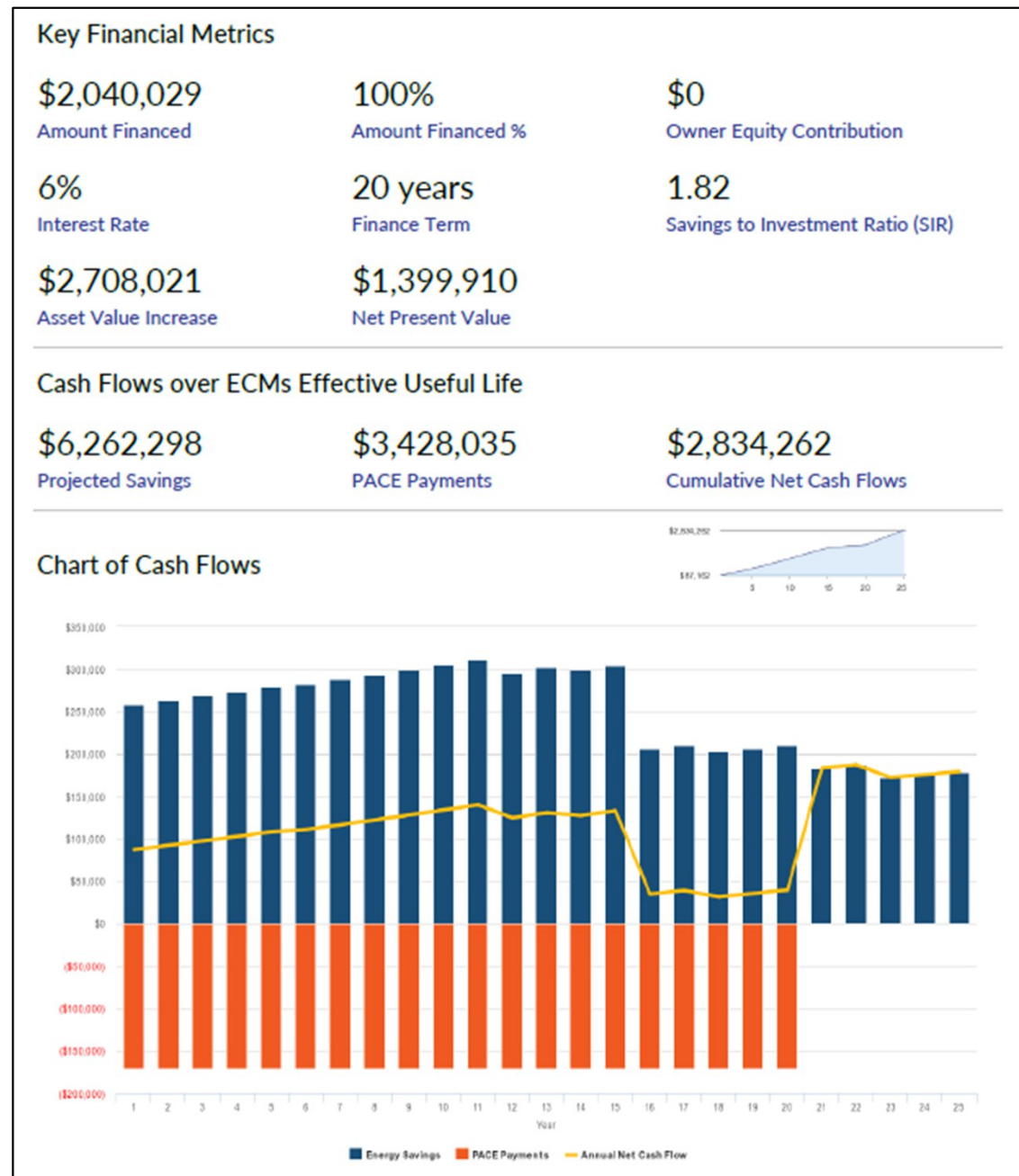
# PACEworx™ Report

## PACEworx™ Report

Property:	123 Main Street Salt Lake City, UT 84116
Property Type:	Manufacturing/Industrial Plant
Property Size:	16,137 SF
Report Date:	July 26, 2018
Contractor:	ABC Solar

# Financial Summary

- Amount financed
- Interest rate
- Term
- Est value increase
- Cash flows
  - Projected energy savings
  - PACE Payments
- Chart of cash flows
  - Yellow = net ann cf



# Scenario Summary

## ■ Project Cost

- Less Incentives

## ■ Net Installed Cost

- Less Equity Contribution

## ■ Amount Financed

## ■ Incentives

- Tax Benefits, Credits & Grants

## ■ Total Incentives

## ■ Net Installed Cost

- Minus All Incentives

## ■ First Year Savings

- Total EUI
- Total Consumption

### 100% Financed Scenario: 20-Year Term at 6% Interest Rate

#### Project Cost

Gross Installed Cost	\$2,462,000	100%
One-Time Utility Incentives	(\$469,317)	19%
Net Installed Cost	\$1,992,683	
Owner Equity Contribution	(\$0)	0%
Project Amount Financed	\$1,992,683	81%

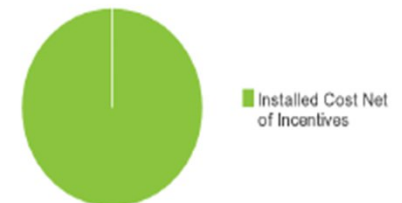
#### Project Funding



#### Incentives: Tax Benefits, Credits & Grants

Net Installed Cost	\$1,992,683	100%
Federal Investment Tax Credit	(\$0)	
MACRS and Bonus Depreciation	(\$0)	
Renewable Energy Credit	(\$0)	
Grants	(\$0)	
Total Incentives	(\$0)	0%
Installed Cost Net of Incentives	\$1,992,683	100%

#### Installed Cost Net of Incentives



### First Year Consumption and Savings (Weather Normalized)

	Baseline Consumption	Projected Consumption	Projected Savings	Units	Unit Cost	Projected % Savings
Total EUI	132.2	45.0	87.2	kBtu/SF		66.0%
Total Consumption	12,563	4,277	8,286	MMBtu/yr		66.0%
Electric Consumption	2,193,100	826,849	1,366,251	kWh/yr	\$0.16/kWh	62.3%
Electric Demand			321.0	kW		
Fuels Consumption	50,797	14,556	36,240	therm/yr	\$1.49/therm	71.3%

Weather normalized baseline consumption values are from the 12 months baseline period June 2015 to May 2016. Projected first year weather normalized consumption values are calculated by subtracting the sum of the recommended ECMs projected savings from the baseline consumption during the baseline period. Projected energy savings values are based on methodology outlined in the Investor Confidence Project Energy Performance Protocol.

# Scenario Summary cont.

## ■ Project Impacts

- Consumption Savings
- Jobs Created

## ■ Project Schedule

- Start & Completion

## ■ PV Analysis

- Discount Rate
- PV ECM Savings over EUL
- PV PACE Payments
- SIR (PV)

### Project Impacts

Consumption Savings		Job-Years Created <sup>2</sup>	
First Year	8,286 MMBtu	Direct	13.8
Total <sup>3</sup>	158,389 MMBtu	Indirect	17.9
		Total	31.7

<sup>1</sup> CO<sub>2</sub>e emissions reduction values are based on methodology outlined in the ASTM Building Energy Performance Assessment Standard E2797-15.

<sup>2</sup> Job-years created values are based on methodology outlined in the Navigant Consulting Inc., Connecticut Department of Economic and Community Development, and Connecticut Green Bank, Clean Energy Jobs Study, June 2016.

<sup>3</sup> Total values are calculated based on the combined energy savings over each ECMs EUL.

### Project Schedule

Projected Start Date	April 01, 2014
Projected Completion Date	October 31, 2015

### SIR Present Value<sup>4</sup> Analysis

Present Value Discount Rate	6.00%
Present Value of Projected Savings over ECMs EUL	\$3,365,875
Present Value of PACE Payments	\$1,965,965
Present Value-based SIR	1.71

<sup>4</sup> Present Value (PV) is the current worth of a future sum of money or stream of cash flows given a specified rate of return. Future cash flows are discounted at the discount rate, and the higher the discount rate, the lower the present value of the future cash flows.

# Projected Cash Flows

- Annual Projections
- Project Savings
  - Life of ECM's
- PACE Payments
- Net Annual CFs
  - Savings less PACE
- Cumulative CF's 90% Confidence Level
  - Based on Monte Carlo simulation

The table below displays the projected annual, cumulative and 90% confidence level cash flows over the ECMs effective useful life (EUL) as defined in the ECM Recommendations Financial Summary.

Year	Project Savings	PACE Payments	Net Cash Flows		90% Confidence Level
			Annual	Cumulative	
Owner Equity Contribution			(\$0)	(\$0)	(\$0)
1	\$258,563	\$171,402	\$87,162	\$87,162	\$72,487
2	\$263,657	\$171,402	\$92,255	\$179,417	\$77,313
3	\$268,851	\$171,402	\$97,449	\$276,866	\$82,234
4	\$274,148	\$171,402	\$102,746	\$379,612	\$87,252
5	\$279,548	\$171,402	\$108,146	\$487,759	\$92,369
6	\$282,409	\$171,402	\$111,008	\$598,766	\$95,080
7	\$287,973	\$171,402	\$116,571	\$715,337	\$100,350
8	\$293,646	\$171,402	\$122,244	\$837,582	\$105,725
9	\$299,431	\$171,402	\$128,029	\$965,611	\$111,206
10	\$305,330	\$171,402	\$133,928	\$1,099,538	\$116,795
11	\$311,345	\$171,402	\$139,943	\$1,239,481	\$122,493
12	\$296,229	\$171,402	\$124,827	\$1,364,309	\$108,173
13	\$302,065	\$171,402	\$130,663	\$1,494,972	\$113,702
14	\$298,730	\$171,402	\$127,328	\$1,622,300	\$110,542
15	\$304,614	\$171,402	\$133,213	\$1,755,512	\$116,117
16	\$206,260	\$171,402	\$34,858	\$1,790,371	\$22,934
17	\$210,323	\$171,402	\$38,922	\$1,829,292	\$26,783
18	\$202,872	\$171,402	\$31,470	\$1,860,763	\$19,724
19	\$206,869	\$171,402	\$35,467	\$1,896,229	\$23,510
20	\$210,944	\$171,402	\$39,542	\$1,935,772	\$27,371
Subtotals (over finance term)	\$5,363,807	\$3,428,035	\$1,935,772		\$1,632,161
21	\$183,701	\$0	\$183,701	\$2,119,473	\$174,043
22	\$187,320	\$0	\$187,320	\$2,306,793	\$177,471
23	\$172,405	\$0	\$172,405	\$2,479,197	\$163,340
24	\$175,801	\$0	\$175,801	\$2,654,998	\$166,558
25	\$179,264	\$0	\$179,264	\$2,834,262	\$169,839
Totals	\$6,262,298	\$3,428,035	\$2,834,262		\$2,483,412

Projections include ECM Savings Over EUL as defined in the ECM Recommendations Financial Summary. ECM savings are assumed to persist over the term of each ECMs EUL and terminate at each ECMs EUL end-date. Projections also include annual utility price escalation factors of 3% for electricity and 3% for fuels, and an annual savings degradation factor of 1%. The Confidence Level Cash Flows are derived from a Monte Carlo simulation based on assumptions associated with this project's ECMs. Based on these assumptions, there is a 90% likelihood that the Projected Cash Flows will be as good as or better than those displayed in the 90% Confidence Level column.



# Projected Payments

## ■ Data Shown

- Amount Financed
- Program Admin Fee
- Total Amount Financed
- Interest Rate
- Type of Installments

## ■ Over Term of Lien

- Payment Date
- Amount
- Principal & Interest Paid
- Remaining Balance

## ■ Two Pages (7 & 8)

The table below displays projected payment dates and amounts based on the estimated project completion date of October 31, 2015. These values will be finalized upon completion of project construction.

Project Amount Financed	\$1,992,683	Interest Rate	6.0 %
Program Administration Fee	\$47,346	Term	20 Years
Total Amount Financed	\$2,040,029	Number of Installments	40 Semi-Annual Payments
		Payment Calculation	Beginning of period

Installment #	Payment Date	Payment	Principal Paid	Interest Paid	Remaining Balance
1	11/1/2015	\$85,701	\$85,345	\$356	\$1,954,684
2	5/1/2016	\$85,701	\$27,060	\$58,641	\$1,927,624
3	11/1/2016	\$85,701	\$27,872	\$57,829	\$1,899,752
4	5/1/2017	\$85,701	\$28,708	\$56,993	\$1,871,043
5	11/1/2017	\$85,701	\$29,570	\$56,131	\$1,841,474
6	5/1/2018	\$85,701	\$30,457	\$55,244	\$1,811,017
7	11/1/2018	\$85,701	\$31,370	\$54,331	\$1,779,647
8	5/1/2019	\$85,701	\$32,311	\$53,389	\$1,747,335
9	11/1/2019	\$85,701	\$33,281	\$52,420	\$1,714,054
10	5/1/2020	\$85,701	\$34,279	\$51,422	\$1,679,775
11	11/1/2020	\$85,701	\$35,308	\$50,393	\$1,644,468
12	5/1/2021	\$85,701	\$36,367	\$49,334	\$1,608,101
13	11/1/2021	\$85,701	\$37,458	\$48,243	\$1,570,643
14	5/1/2022	\$85,701	\$38,582	\$47,119	\$1,532,061
15	11/1/2022	\$85,701	\$39,739	\$45,962	\$1,492,322
16	5/1/2023	\$85,701	\$40,931	\$44,770	\$1,451,391
17	11/1/2023	\$85,701	\$42,159	\$43,542	\$1,409,232
18	5/1/2024	\$85,701	\$43,424	\$42,277	\$1,365,808
19	11/1/2024	\$85,701	\$44,727	\$40,974	\$1,321,081
20	5/1/2025	\$85,701	\$46,068	\$39,632	\$1,275,013
21	11/1/2025	\$85,701	\$47,451	\$38,250	\$1,227,562
22	5/1/2026	\$85,701	\$48,874	\$36,827	\$1,178,688
23	11/1/2026	\$85,701	\$50,340	\$35,361	\$1,128,348
24	5/1/2027	\$85,701	\$51,850	\$33,850	\$1,076,498
25	11/1/2027	\$85,701	\$53,406	\$32,295	\$1,023,092
26	5/1/2028	\$85,701	\$55,008	\$30,693	\$968,083
27	11/1/2028	\$85,701	\$56,658	\$29,043	\$911,425
28	5/1/2029	\$85,701	\$58,358	\$27,343	\$853,067
29	11/1/2029	\$85,701	\$60,109	\$25,592	\$792,958
30	5/1/2030	\$85,701	\$61,912	\$23,789	\$731,046

# Key Assumptions

## ■ Building

- Assumed Tax & Cap Rates

## ■ Project

- Includes Jobs Estimate

## ■ Savings Factors

- Escalation & Degradation

## ■ Methodologies Used

- Consumption – Bill-based
- Savings & Costs Uncertainty Levels (+/- 10%)

## ■ Financing Specifics

- Amount Financed
- Interest Rate
- Discount Rate for NPV Calcs
- % Amount Advanced

<b>Building</b>	
Income Tax Rate	30.0 %
Assumed Capitalization (CAP) Rate <sup>1</sup>	9.25 % (for Asset Value calculation)
<sup>1</sup> The Asset Value Increase calculation assumes PACE payments are treated as loan payments that do not impact the building's net operating income.	
<b>Project</b>	
Fiscal Year Start Date (month day)	January 01
Do Incentives Go To Building Owner?	Yes
Percent Local Jobs (%)	100 % (in-state labor allocation)
<b>Factors Used to Calculate Projected Savings</b>	
Annual Electricity Price Escalation	3.0 %
Annual Fuels Price Escalation	3.0 %
Annual Savings Degradation	1.0 %
<b>Methodologies Used to Calculate Savings Projections</b>	
Energy Consumption Baseline Data	Conventional (Utility bill-based, no adjustments)
Savings Projections Uncertainty Level	± 10 % (ASHRAE Level II energy audit with modeling)
Costs Estimates Uncertainty Level	± 10 % (Firm quotations for primary ECMs)
<b>Financing</b>	
Percent Financed	100 %
PACE Financing Interest Rate	6.00 %
Number of Days per Year	360 (for Interest calculation)
Term	20 Years
Payment Calculation Method	Beginning of period
First Disbursement Date	Apr 01, 2014
Final Disbursement Date	Oct 31, 2015
Repayment Start Date	Nov 01, 2015
Discount Rate (for NPV calculation)	6.0 %
Program Administration Fee (%)	2.3760 % of project finance amount
Green Bank Advance Rate (%)	100 % (Green Bank funds advanced as % of amt financed)



# ECM Financial Summary

## ■ EUL – Effective Useful Life

## ■ Gross Costs

- Gross Installed Cost

## ■ Utility Incentives

- One Time Incentives

## ■ Net Costs

## ■ 1st Year Savings

- For Each ECM

## ■ Savings over EUL

- Individual ECMs

## ■ Savings over Term

- All ECMs

## ■ Simple Payback

ECM Name	Effective Useful Life (EUL) (Years)	Gross Installed Costs	One-Time Utility Incentives	Net Costs	First Year Savings	Savings Over EUL	Savings Over Finance Term	Simple Payback Term (Years)
Pumps: High Efficiency (associated w/Chiller, HW); Replacement w/VFDs: ID: 14.1.2: Convert to VAV	20.0	\$14,000	(\$5,600)	\$8,400	\$11,632	\$281,784	\$281,784	0.72
Maintenance Practices: Improvements to Increase EE: Cleaning: ID:10.1.1: Heat Ex.	5.0	\$4,000	(\$800)	\$3,200	\$2,400	\$12,482	\$12,482	1.33
HVAC-Heating: Boiler Controls: Uncategorized: ID: 7.1.3: Pumps	15.0	\$15,000	(\$6,000)	\$9,000	\$3,748	\$64,675	\$64,675	2.40
Pumps: High Efficiency (associated w/Chiller, HW); Replacement w/VFDs: ID: 14.1.2: address HW pumps	20.0	\$14,000	(\$5,600)	\$8,400	\$2,400	\$58,140	\$58,140	3.50
Pumps: High Efficiency (associated w/Chiller, HW); Add VFD and Controls: ID: 14.1.1: Variable Primary Flow	25.0	\$187,000	(\$62,436)	\$124,564	\$31,218	\$996,100	\$756,254	3.99
HVAC-Air Conditioning: Cooling Towers: Uncategorized: ID:6.3.2:	13.0	\$45,000	(\$18,000)	\$27,000	\$3,991	\$58,481	\$58,481	6.77
HVAC-Ventilation: Air Handling Unit: w/Damper Modification: ID:8.1.4:	20.0	\$80,000	(\$14,471)	\$65,529	\$7,223	\$174,977	\$174,977	9.07
Building Envelope: Windows: Replacement: Low-E: ID: 1.13.3.2:	25.0	\$1,000,000	(\$251,462)	\$748,538	\$81,024	\$2,585,304	\$1,962,800	9.24
Pumps: High Efficiency (associated w/Chiller, HW); Add VFD and Controls: ID: 14.1.1	13.0	\$57,000	(\$6,429)	\$50,571	\$3,215	\$47,110	\$47,110	15.73
HVAC-Air Conditioning: Cooling Towers: Replacement w/VFDs: ID:6.3.1:	22.0	\$222,000	(\$24,976)	\$197,024	\$12,113	\$329,576	\$293,436	16.27
Controls: HVAC Energy Management System (EMS): Direct Digital Control: ID:4.4.1	11.0	\$354,000	(\$34,291)	\$319,709	\$17,145	\$208,314	\$208,314	18.65
HVAC-Air Conditioning: Chillers: Replacement w/ VFDs and High Efficiency Motors: ID:6.1.6:	17.0	\$470,000	(\$16,645)	\$453,355	\$8,322	\$166,126	\$166,126	54.48
<b>ECM Related Costs / Savings Name</b>								
ECM Related Costs/Savings: Savings: Utility Incentive: Comprehensive Bonus (multi-ECMs): ID:5.2.8.1:	1.0	\$0	(\$22,607)	(\$22,607)	\$1	\$0	\$0	N/A
ECM Related Costs/Savings: Costs: Data Center Removal: ID:5.1.5	15.0	\$0	-	\$0	\$74,133	\$1,279,228	\$1,279,228	N/A
<b>Project Totals</b>		<b>\$2,462,000</b>	<b>(\$469,317)</b>	<b>\$1,992,683</b>	<b>\$258,563</b>	<b>\$6,262,298</b>	<b>\$5,363,807</b>	
Weighted EUL	19.9	Cost-weighted avg. (yrs)						
	21.6	Savings-weighted avg. (yrs)						

ECM Savings Over EUL are weather normalized and calculated based on each ECM's EUL. These savings are assumed to persist over the term of each ECM's EUL and terminate at each ECM's EUL end-date. ECM Savings Over EUL include annual utility price escalation factors of 3% for electricity and 3% for fuels, as well as an annual savings degradation factor of 1%.

# ECM Savings Summary

- Details of each ECM
- EUL
  - For Each ECM
- Year 1 Savings
  - KWhrs & Therms
- Savings over EUL
  - Over Each ECM's Life
- Savings over Term
  - Over Finance Term
- Projected % Savings Over Baseline
  - For Each ECM

ECM Name	Effective Useful Life (EUL) (Years)		First Year Unit Savings	Unit Savings Over EUL	Unit Savings Over Finance Term	Projected % Savings Over Baseline
ECM Related Costs/Savings: Costs: Data Center Removal: ID:5.1.5	15.0	Electric: Fuels:	506,556 kWh/yr (1,270) therms/yr	7,121,346 kWh (17,851) therms	7,121,346 kWh (17,851) therms	23.1% (2.5)%
Pumps: High Efficiency (associated w/Chiller, HW): Replacement w/VFDs: ID: 14.1.2: Convert to VAV	20.0	Electric:	77,545 kWh/yr	1,418,780 kWh	1,418,780 kWh	3.5%
Maintenance Practices: Improvements to Increase EE: Cleaning: ID:10.1.1: Heat Ex.	5.0	Electric:	16,000 kWh/yr	78,710 kWh	78,710 kWh	0.7%
HVAC-Heating: Boiler Controls: Uncategorized: ID: 7.1.3: Pumps	15.0	Electric: Fuels:	-3,084 kWh/yr 2,807 therms/yr	-43,356 kWh 39,462 therms	-43,356 kWh 39,462 therms	(0.1)% 5.5%
Pumps: High Efficiency (associated w/Chiller, HW): Replacement w/VFDs: ID: 14.1.2: address HW pumps	20.0	Electric:	21,431 kWh/yr	392,106 kWh	392,106 kWh	1.0%
Pumps: High Efficiency (associated w/Chiller, HW): Add VFD and Controls: ID: 14.1.1: Variable Primary Flow	25.0	Electric: Demand:	208,121 kWh/yr 11 kW	4,646,779 kWh	3,807,826 kWh	9.5%
HVAC-Air Conditioning: Cooling Towers: Uncategorized: ID:6.3.2:	13.0	Electric: Demand:	26,605 kWh/yr 58 kW	327,320 kWh	327,320 kWh	1.2%
HVAC-Ventilation: Air Handling Unit: w/Damper Modification: ID:8.1.4:	20.0	Electric: Fuels: Demand:	47,350 kWh/yr 63 therms/yr 31 kW	866,326 kWh 1,153 therms	866,326 kWh 1,153 therms	2.2% 0.1%
Building Envelope: Windows: Replacement: Low-E: ID: 1.13.3.2:	25.0	Electric: Fuels: Demand:	193,755 kWh/yr 34,640 therms/yr 167 kW	4,326,025 kWh 773,418 therms	3,544,982 kWh 633,781 therms	8.8% 68.2%
Pumps: High Efficiency (associated w/Chiller, HW): Add VFD and Controls: ID: 14.1.1	13.0	Electric:	21,431 kWh/yr	263,665 kWh	263,665 kWh	1.0%
HVAC-Air Conditioning: Cooling Towers: Replacement w/VFDs: ID:6.3.1:	22.0	Electric: Demand:	80,756 kWh/yr 31 kW	1,609,700 kWh	1,477,529 kWh	3.7%
Controls: HVAC Energy Management System (EMS): Direct Digital Control: ID:4.4.1	11.0	Electric: Demand:	114,302 kWh/yr 26 kW	1,201,554 kWh	1,201,554 kWh	5.2%
HVAC-Air Conditioning: Chillers: Replacement w/ VFDs and High Efficiency Motors: ID:6.1.6:	17.0	Electric: Demand:	55,483 kWh/yr -3 kW	875,465 kWh	875,465 kWh	2.5%
<b>Project Subtotals</b>		Electric: Fuels: Demand:	1,366,251 kWh/yr 3,624 MMBtu/yr 321.0 kW	23,084,420 kWh 79,618 MMBtu	21,332,253 kWh 65,654 MMBtu	62.3% 71.3%
<b>Project Totals</b>			<b>8,286 MMBtu/yr</b>	<b>158,389 MMBtu</b>	<b>138,446 MMBtu</b>	<b>66.0%</b>

Unit Savings projections are weather normalized and include an annual savings degradation factor of 1%. Projected % Savings for each ECM is calculated as the ratio of the Projected First Year Weather Normalized Unit Savings to the total energy consumption during the Baseline Period for the corresponding energy type. Project Totals are normalized to MMBtu using conversion factors of 3.4123 kWh/MMBtu and 10 therms/MMBtu.

# Scenario Comparison

## ■ Project Costs

- Net Installed Costs

## ■ Finance Terms

- PACE vs. Bank
- 20 Yrs vs. 5 Years
- Pymnts Differential

## ■ Amount Financed


- PACE includes Admin Fee

## ■ Financial Metrics

- NPV of Cash Flows
- Savings Inv Ratios (SIRs)

## ■ Projected Cash Flows (5 Yrs)

- PACE = Positive Immediately
- Bank = Negative Full Term

	Recommended	Alternatives
	PACE 100% Financed, 20 Years @ 6%	Bank Loan 80% Financed, 5 Years@5%
<b>Project Costs</b>		
Net Installed Cost	\$1,992,683	\$1,992,683
Percent Financed	100.0%	80.0%
Owner Equity Contribution	\$0	\$398,537
<b>Finance Terms</b>		
Interest Rate	6.00%	5.00%
Finance Term	20 years	5 years
Annual Payments	\$171,402	\$361,054
<b>Amount Financed</b>		
Program Administration Fee	\$47,346	\$0
Total Amount Financed	\$2,040,029	\$1,594,146
<b>Key Financial Metrics</b>		
Asset Value Increase	\$2,708,021	\$2,708,021
Net Present Value (NPV)	\$1,399,910	\$1,725,163
Savings to Investment Ratio (SIR)	1.82	3.46
<b>Projected Cash Flows</b>		
Projected cash flows over the initial 5 years. (including initial investment)		
Total Cash Flows (5 years)	\$487,759	(\$859,040)
Time to Positive Cash Flow *	Immediate	N/A

\* Indicates the first time during the term at which the cumulative projected cash flows, including initial investment, are positive.





## Inefficient Building Costing You Money, Tenants? Utah C-PACE Can Help.

You already know that buildings with outdated energy equipment can be more expensive to operate. You also know that inefficient buildings are less competitive than their energy-efficient peers. But did you know that *upgrading your building can actually put money in your pocket?* It's possible with Utah's newly expanded C-PACE program!

### HOW DOES C-PACE WORK?

C-PACE provides affordable, long-term financing for energy efficiency, water efficiency, and renewable energy projects—as well as seismic retrofits, and much more—for commercial and industrial buildings. The financing is provided by private capital providers in an open market, so you can select the best terms. Repayment is facilitated through a voluntary energy assessment lien on your property (similar to a sewer assessment). There is no money down and typically no personal guarantee required. Best of all, projects may deliver energy cost savings that outweigh the PACE payments, improving your net operating income!

### HOW DO I GET STARTED?

Getting started with C-PACE is easy, and we'll be on hand to walk you through the process. As a first step, simply visit the Resources section at [utahcpace.com](http://utahcpace.com) to download an application. Once you submit the application, we'll confirm the project's eligibility and work with you and your contractor to develop a project that meets your energy savings and financial goals.

### C-PACE: A SMARTER WAY TO IMPROVE YOUR BUILDING

- Up to 100% financing (soft and hard costs)
- Projects are typically cash-flow positive
- Personal guarantees are typically not required
- Long-term (up to 30 years)
- Lower utility bills
- Open-market financing
- Owner retains all tax incentives
- Can be combined with utility incentives
- Can be transferred upon sale and does not accelerate



## ELIGIBLE PROPERTY TYPES

- Agricultural
- Industrial
- Manufacturing
- Office
- Retail
- Multifamily residential (with five or more units)
- Nonprofit (e.g., houses of worship, private schools)
- More!

## ELIGIBLE IMPROVEMENT EXAMPLES (Ask your contractor for specifics related to your property)

- Automated building controls
- Boilers, chillers, and furnaces
- Building envelope (insulation, windows)
- Combined heat and power systems (CHP)
- High-efficiency lighting
- Hot water systems
- HVAC upgrades and controls
- Solar PV and energy storage systems
- Roof upgrades
- Water efficiency
- EV charging stations
- More!

## WHAT BUILDING OWNERS ACROSS THE COUNTRY ARE SAYING ABOUT C-PACE

"We knew the operating expenses of our building were high, but we were taking the typical approach by making our list and saying 'Here's everything we need to do at this property. What do we want to do and what can we push to the side and live with?' C-PACE financing allowed us to address it all in one fell swoop. Anything that reduced our utility bill was eligible. We're very excited, and tell people they should look into this."

— *Brandon Hall and Brett Wilderman, principals, Forstone Capital*

### USED C-PACE to upgrade:

- HVAC
- Controls
- Windows

**C-PACE financing:** \$2 million

**Projected savings:** Nearly \$250,000 annually

"We are thrilled to have a solar canopy project producing energy for us every day! It gives our employees protected parking areas and we were cash-flow positive on day one."

— *Brok Thayn, Renewable Energy Division manager, Hunt Electric*

### USED C-PACE to install:

- 25,125-watt solar canopy, which provides covered parking
- 4,320-watt rooftop system
- Battery backup system, Microgrid SCADA system
- Four electric vehicle charging stations

**C-PACE financing:** \$100,500

**Projected savings:** \$313,100 over the project's lifetime

## CONTACT US TODAY TO LEARN MORE

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Heather Lee, program manager: 203.220-6952 | [hlee@paceworx.com](mailto:hlee@paceworx.com)







## Looking for affordable capital to finance your construction project? It's time you looked at C-PACE

As a construction industry insider, you know that bank construction loans may be difficult to come by—and expensive. Fortunately, there's a new tool in the tool box. It's called commercial property assessed clean energy, or C-PACE, and it may help you *access affordable capital*—and build a more competitive, valuable building in the process!

### WHAT IS C-PACE FOR NEW CONSTRUCTION?

C-PACE for new construction is a government-sponsored program that provides affordable, long-term, non-recourse financing for the installation of energy efficiency and renewable energy measures and more in new buildings. The program, designed to help building owners overcome obstacles to capital-intensive improvements, provides a major financial incentive to developers who construct buildings that will perform above the current energy code.

### HOW DOES IT WORK?

You can access C-PACE financing for up to 20 percent of your project's total eligible construction cost (TECC) if you design the prospective building to exceed current energy code (2015 IECC, ASHRAE 90.1-2013) performance by at least 5 percent.

### C-PACE MAY ENABLE YOU TO:

- Reduce your equity contribution or otherwise fill gaps in your financing plan
- Finance up to 20 percent of your eligible construction cost at relatively low rates
- Reduce your out-of-pocket project expense with no impact on your working capital or credit
- Reduce long-term operational costs
- Tap into a practical, economic solution to sustainability
- Build a more valuable, more efficient, more competitive building





## WHICH PROPERTY TYPES ARE ELIGIBLE?

- Agricultural
- Industrial
- Manufacturing
- Office
- Retail
- Multifamily residential (with five or more units)
- Nonprofit (e.g., houses of worship, private schools)
- More!

## WHY BUILD SUSTAINABLE BUILDINGS?

### Economic benefits:

- Reduce operating costs
- Attract and retain tenants
- Maximize lease rates
- Qualify for utility incentives

### Environmental and social benefits:

- Improve environmental performance and sustainability
- Enhance occupant comfort, health and productivity

### Design benefits:

- Integrated design lets you consider all variables up front for a higher-performing building
- Include improvements often “value engineered” out of a project



## CONTACT US TODAY TO LEARN MORE

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Heather Lee, program manager: 203.220-6952 | [hlee@paceworx.com](mailto:hlee@paceworx.com)



## C-PACE Governing Body Participation Agreement

THIS C-PACE GOVERNING BODY PARTICIPATION AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between \_\_\_\_\_, a body corporate and politic of the State of Utah (the "Governing Body"), and the GOVERNOR'S OFFICE OF ENERGY DEVELOPMENT (OED), an independent body corporate and politic of the State of Utah responsible for the C-PACE District established under Utah Code Ann. § 11-42a (2017) (the "Statute") (each a "Party" and collectively the "Parties").

### RECITALS

WHEREAS, Section 11-42a-103 of the Utah Code established commercial property assessed clean energy financing in the State of Utah; and,

WHEREAS, Section 11-42a-106 of the Utah Code established the "C-PACE District," and OED, through the C-PACE District facilitates financing for eligible building improvements to commercial, mining, manufacturing, public/private club, lodging, industrial, agricultural, and multifamily properties (with five or more rentable units) by using an Assessment to provide security for repayment of the financing. OED may delegate its powers under this chapter to a third party to assist in administering and directing the operation of the C-PACE District; and,

WHEREAS, Section 11-42a-106 of the Utah Code directs OED to "establish and administer" the C-PACE District, but stipulates that the C-PACE District may only operate within the jurisdiction of the Governing Body if the \_\_\_\_\_ Council (the "Council"), acting in its capacity as the Governing Body, has made a written request to OED authorizing OED to create energy assessment areas, as defined in Section 11-42a-102(10) of the Utah Code, and to finance improvements within each energy assessment area (the "Request"); and,

WHEREAS, the Request takes the form of a resolution authorizing OED to conduct the C-PACE District within the Governing Body and authorizing the Governing Body to enter into this Agreement with OED; and,

WHEREAS, the Council has formally made a Request through the adoption of the resolution set forth in Exhibit A, which is attached hereto and incorporated into this Agreement by this reference;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Statute, it is hereby agreed as follows:



## Section 1. Definitions

- (a) "Assessment" means a voluntary energy assessment, as defined in Section 11-42a-102 of the Utah Code.
- (b) "Energy Assessment Lien" means a lien on property within an energy assessment area authorized by the Statute, as further defined in Section 11-42a-102 of the Utah Code.
- (c) "Commercial Building" means any commercial or industrial real property, including residential buildings containing five or more dwelling units for rent, as further defined in Section 11-42a-102 of the Utah Code.
- (d) "Eligible Improvements" means one or more publicly or privately owned energy efficiency upgrade, renewable energy system, battery storage system, electric vehicle charging infrastructure, vertical transport device, and/or seismic upgrade, made to Participating Property, as specified in the Statute.
- (e) "Owner" means the owner of the Participating Property.
- (f) "Participating Property" means a Commercial Building that (a) directly benefits from Eligible Improvements, (b) whose owner has voluntarily consented to its inclusion within the energy assessment area, and (c) is located within an energy assessment area.
- (g) "Program Guide" means the rules and regulations promulgated by OED to implement the C-PACE District pursuant to the Statute, as the same may be amended or supplemented from time to time.

## Section 2. Obligations of OED.

### (a) Program Requirements.

Pursuant to the Statute, OED:

- (1) shall develop a Program Guide that governs OED's administration of the C-PACE District. OED may serve as a facilitator for the purpose of securing third-party financing for Eligible Improvements pursuant to the Statute; and
- (2) shall receive and review applications submitted by Owners of Participating Properties for financing of Eligible Improvements, and approve or disapprove such applications in accordance with the Statute.

(b) Application Requirements.

If an Owner makes an application for financing through the C-PACE District for Eligible Improvements under the Statute, OED shall review the application against the requirements in Statute.

(c) Assessment and Financing Agreement.

The party providing the financing (the "Capital Provider") may enter into an Assessment and Financing Agreement with the Owner of Participating Property (the "Assessment & Financing Agreement"). The Assessment & Financing Agreement shall clearly state the amount of the Assessment to be levied against the Participating Property. OED and the Capital Provider shall disclose to the Owner the costs and risks associated with participating in the C-PACE District, including risks related to the failure of the Owner to pay the Assessment provided for in the Assessment & Financing Agreement. The Capital Provider shall disclose to the Owner the effective interest rate on the Assessment, including other fees and charges imposed by OED to administer the C-PACE District as well as any fees charged by the Capital Provider. The Owner must be informed that each Eligible Improvement, regardless of its useful life, may be bundled with other such improvements on the Participating Property for purposes of Assessment and paid for over the Assessment term.

(d) Establish Assessments and Assessment Units.

With respect to each Assessment placed on a Participating Property, OED shall determine from the Capital Provider and Owner the amount of the Assessment. OED shall approve the specifics of the applicable Assessment including, without limitation, the amount of the Assessment, term, interest rate, and repayment dates in accordance with the Statute. In no event shall the amount of any Assessment exceed the value of: (a) the Assessment benefit provided to the Participating Property, or (b) the Participating Property, as provided in the Statute. Costs incurred for any property not approved to participate in the C-PACE District may not be included in a certified Assessment roll.

(e) Filing Assessment with Applicable County Clerk or Recorder.

Upon the execution of an Assessment & Financing Agreement, the Capital Provider shall be responsible, in collaboration with the County, to (i) file and record such Energy Assessment Lien in the public land records of the County, (ii) assign such lien, and (iii) amend such lien from time to time.

### Section 3. Obligations of the Governing Body.

#### (a) Promotion of Program; Assistance to the C-PACE District.

The Governing Body shall use good faith efforts to assist OED in marketing efforts and outreach to the local business community to encourage participation in the C-PACE District, such as including C-PACE District information on the Governing Body's website, distributing an informational letter from appropriate Governing Body officials to local businesses regarding the program, and conducting one or more business roundtable events.

### Section 4. Obligations of the Capital Provider.

#### (a) Billing and Collection of Assessments.

Upon assignment of the Energy Assessment Lien to the Capital Provider, the Owner shall make all Assessment payments directly to the Capital Provider pursuant to the Assessment & Financing Agreement, and the Capital Provider shall be responsible, subject to and in accordance with the terms of the Assessment & Financing Agreement, for all billing, collection, enforcement, and administrative duties with respect to each of the Assessment payments and the Energy Assessment Lien.

### Section 5. Term and Termination.

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the Assessments have been paid in full or deemed no longer outstanding. As authorized by the Statute, the Council may adopt a resolution de-authorizing OED from administering the C-PACE District within its jurisdiction. If the Council adopts a de-authorizing resolution, the Governing Body shall continue to meet all of its obligations under this Agreement and the Statute, as to all Assessment obligations existing on the effective date of the de-authorizing resolution until any and all outstanding Assessments have been paid in full and remitted to the Capital Provider.

### Section 6. Default.

Each Party shall give the other Party written notice of any breach of any covenant or term of this Agreement and shall allow the defaulting Party thirty (30) calendar days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within the thirty (30) days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance.

Section 7. Miscellaneous Provisions.

(a) Amendment and Termination.

After a Capital Provider provides funds to finance the costs of any Eligible Improvement, this Agreement may not be amended or terminated by the Parties without the prior notification of the holders of the Energy Assessment Lien.

(b) Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision, or section shall not affect the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if the illegal or invalid clause, provision, or section had not been contained in it.

(c) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.


(d) Notices.

All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

If to the Governing Body:

\_\_\_\_\_ Governing Body  
c/o Board of Governing Body Commissioners  
\_\_\_\_\_  
\_\_\_\_\_

With a Copy to:

Governing Body Attorney   
\_\_\_\_\_ Governing Body  
\_\_\_\_\_  
\_\_\_\_\_

If to OED:

C-PACE District  
c/o Utah Governor's Office of Energy Development  
P.O. Box 144845  
Salt Lake City, UT 84114  
Attention: Shawna Cuan

With a Copy to:

Brian McCarter, Sustainable Real Estate Solutions, Inc. (SRS)

100 Technology Drive, Suite 209

Trumbull, CT 06611

[bmccarter@paceworx.com](mailto:bmccarter@paceworx.com)

(e) Amendment.

Except as otherwise set forth in this Agreement, any amendment to any provision of this Agreement must be in writing and mutually agreed to by OED and the Governing Body.

(f) Applicable Law and Venue.

This Agreement and its provisions shall be governed by and construed in accordance with the laws of the State of Utah. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the district court of the Governing Body, the State of Utah.

(g) Entire Agreement.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement. In the event of any conflict between the Program Guide and this Agreement, the terms of this Agreement shall control.

(h) Headings.

The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

(i) Changes in Law or Regulation.

This Agreement is subject to such modifications as may be required by change in federal or Utah

state law, or their implementing regulations. Any such required modification shall automatically be incorporated into and made a part of this Agreement on the effective date of such change, as if fully set forth herein.

(j) Third-Party Beneficiaries.

It is specifically agreed among the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain any claim under this Agreement. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

(k) No Waiver of Rights.

A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

(l) No Waiver of Governmental Immunity.

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Governing Body or to OED, their officials, employees, contractors, or agents, or any other person acting on behalf of the Governing Body or OED.

(m) Independent Entities.

The Parties shall perform all services under this Agreement as independent entities and not as an agent or employee of the other Party. It is mutually agreed and understood that nothing contained in this Agreement is intended, or shall be construed as, in any way establishing the relationship of co-partners or joint ventures between the Parties hereto, or as construing either Party, including its agents and employees, as an agent of the other Party. Each Party shall remain an independent and separate entity. Neither Party shall be supervised by any employee or official of the other Party. Neither Party shall represent that it is an employee or agent of the other Party in any capacity.

IN WITNESS WHEREOF, the Governing Body and OED have each caused this Agreement to be executed and delivered as of the date indicated above:

GOVERNING BODY OF \_\_\_\_\_

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

\_\_\_\_\_

Chair  
Governing Body Council

Attest:

\_\_\_\_\_

Clerk to the Board

APPROVED AS TO FORM:

\_\_\_\_\_

Governing Body Attorney

UTAH GOVERNOR'S OFFICE OF ENERGY DEVELOPMENT

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

Laura Nelson, Executive Director

Exhibit A  
Governing Body Resolution

RESOLUTION 2018

A Resolution Concerning the Authorization of OED to Conduct the Commercial Property Assessed Clean Energy District (C-PACE District), within \_\_\_\_\_ Governing Body ("Governing Body")

RECITALS

- A. Utah Code Ann. § 11-42a (2017) (the "Statute") establishes the GOVERNOR'S OFFICE OF ENERGY DEVELOPMENT (OED), an independent body corporate and politic of the State of Utah and establishes the "C-PACE District" and further provides for the creation of new energy improvement financing, which OED has named "C-PACE" or Commercial Property Assessed Clean Energy.
- B. Pursuant to Section 11-42a-106 of the Utah Code, OED may only "establish and administer" the C-PACE District in each jurisdiction upon a request by the Governing Body of that jurisdiction to EOD To create an energy assessment area and finance an improvement within that energy assessment area.
- C. The Governing Body Council (the "Council"), acting as the Governing Body of \_\_\_\_\_, wishes to request and authorize OED to administer projects through the C-PACE District in the Governing Body.
- D. OED and the Governing Body have agreed on the terms of the C-PACE Governing Body Participation Agreement in the form attached hereto (the "Participation Agreement").

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Governing Body, as follows:

Section 1. The Council hereby authorizes OED to create within the Governing Body energy assessment areas in accordance with Title 11, Chapter 42(a) of the Utah Code to enable the financing by third-party lenders of eligible improvements within designated energy assessment areas.

Section 2. The Council hereby authorizes OED to establish and administer the C-PACE District within the Governing Body in accordance with the Participation Agreement.

Section 3. The Governing Body hereby: (a) adopts the above recitations as findings of the Council; (b) authorizes the Governing Body Attorney, in consultation with the Council Chair, to make such changes as may be needed to the Participation Agreement in order to correct any nonmaterial errors or language that do not materially increase the obligations of the Governing Body; (c) authorizes the Council Chair to execute the Participation Agreement following review and approval by the Governing Body Attorney; and (d) authorizes the Chair, Vice Chair, or designee to execute any and all other necessary letters, orders, or documents as may be required to facilitate the successful implementation of the C-PACE District in the Governing Body.

ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2018.



GOVERNING BODY of \_\_\_\_\_:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Clerk to the Board



## Staff Report

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**File #:** 19-123, **Version:** 1

**Date:** 4/23/2019

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**Agenda Item Title:**

Community Development Department presenting the 2019 Annual Action for the use of CDBG funds, including the 2019-2020 CDBG budget, as prepared by the Citizen Advisory Committee and recommending approval.

**Presenter:**

Jake Warner

**Description/Background:**

Sandy City is an annual grantee of CDBG funds from the U.S. Department of Housing and Urban Development (HUD). HUD requires that the City submit an annual action plan (AAP) prior to releasing the funds. The City's Citizen Participation Plan outlines that the City's Citizen Advisory Committee prepare and present, as a recommendation to the City Council, an AAP that advances the goals and objectives of the 2015-2019 Consolidated Plan. The City Council has approval authority for the AAP, within the regulations and requirements pertaining to the CDBG program. Following approval by the City Council, the AAP will be submitted to HUD.

Preparation for the 2019 program year (7/1/19-6/30/20) began with a needs analysis public hearing held by the Citizen Advisory Committee on September 19, 2018. The Committee then prepared a funding request application and established application review criteria. Funding request applications were accepted through January 7, 2019. Over the course of the next two months, the Committee reviewed, scored, and prepared a recommendation that includes proposed projects and funding levels. The proposed AAP reflects the Committee's recommendations.

**Fiscal Impact**

HUD published the 2019 grant amounts on April 12, 2019. The City has been allocated \$376,923 in CDBG funds for the 2019 program year. The 2019 allocation reflects a 4.3% decrease from the 2018 allocation (\$394,010). Per HUD regulations, the City is limited to 20% (\$76,622) of the annual allocation for Planning & Administration and 15% (\$56,538.45) for Public Services. The proposed AAP includes reprogrammed funds of \$6,187 from unexpended and unobligated prior year allocations, for a total 2019 program year budget of \$383,110.

**Further action to be taken:**

The 2019 Annual Action Plan will be submitted to HUD upon approval by the City Council, closing the public comment period, and execution on all necessary paperwork, and no later than June 11, 2019 (60 days from publication of the 2019 allocations).

**Recommended Action and/or Suggested Motion:**

That Resolution #19-13c be approved, including the following:

1. Approval of the 2019 Annual Action Plan, subject to the provisions listed in the resolution;  
and
2. Authorization for the Mayor to submit the 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development and to sign associated grant documents.

## 2019-2020 CDBG Recommendation Summary Worksheet

Funding Sources	2018-19 Allocation	2019-20 Applicant Request	2019-20 Committee Recommend.	2019-20 Expected Beneficiaries
2019-2020 CDBG Entitlement	\$394,010		\$376,923	
Unprogramed Funds (completed or terminated projects)	\$42,720		\$6,187	
<b>Total Available Funds</b>	<b>\$436,730</b>		<b>\$383,110</b>	

### Planning & Administration

20% Cap: \$76,622.00

Administration (salary)	\$33,173		\$35,168	
Eligible Planning (salary)	\$7,450		\$7,891	
Administration (non-salary)	\$9,458		\$10,450	
Eligible Planning (non-salary)				
<b>Subtotal</b>	<b>\$50,081</b>		<b>\$53,509</b>	

### Public Service Activities

15% Cap: \$56,538.45

Road Home - Housing Supportive Services	\$8,000	\$8,500	\$7,650	14
Road Home - Housing Maintenance*	\$5,000	\$5,000	\$4,700	14
Road Home - Homeless Shelter and Services	\$11,100	\$12,000	\$10,750	162
South Valley Sanctuary - Domestic Violence Victim Services	\$10,000	\$15,000	\$11,300	37
YWCA - Women in Jeopardy Program	\$5,000	\$8,250	\$7,050	17
Utah CAP - Food Pantry	\$6,000	\$10,000	\$7,550	792
Family Support Center - Crisis Nursery	\$5,000	\$10,000	\$7,538	47
The Inn Between - End of Life Housing and Healthcare Services	\$6,000	\$25,000		
The Haven - Residential Treatment and Transitional Housing		\$10,500		
Community Health Centers - Healthcare Services	\$8,000	\$10,000		
Senior Charity Care - Senior Healthcare Services		\$15,000		
Big Brothers Big Sisters of Utah - Youth Mentoring Program		\$7,000		
<b>Subtotal</b>	<b>\$64,100</b>	<b>\$136,250</b>	<b>\$56,538</b>	

### Capital Improvement Projects

ASSIST - Emergency Home Repair & Access. Assist.	\$60,000	\$75,000	\$75,000	25
NeighborWorks - Housing Rehab	\$30,000	\$30,000	\$30,000	3
Odyssey House - Roof Update		\$6,000		
Public Works - Locust Street-not scored		\$120,000	\$120,000	975
Public Works - Pedestrian/Access. Improv. (Hist. Sandy)-not scored	\$111,578			
Public Works - Park Improvements (Main Street Park)-not scored	\$111,578		\$48,063	1,095
<b>Subtotal</b>	<b>\$313,156</b>	<b>\$231,000</b>	<b>\$273,063</b>	

### GRAND TOTAL

**\$427,338** **\$383,110**

#### Notes:

\* Road Home-Housing Maintenance was previously classified as Housing, not Public Service.  
Activities and Projects are listed in order of highest average Committee score,  
with the exception of those labeled as 'not scored'.



# **Annual Action Plan**

## **2019 Program Year**

### **Sandy City, Utah**



Document prepared by:

Jake Warner  
CDBG Program Administrator  
Community Development Department  
10000 Centennial Parkway  
Sandy City, Utah 84070-4148

## **Executive Summary**

### **AP-05 Executive Summary - 91.200(c), 91.220(b)**

#### **1. Introduction**

In partnership with the U.S. Department of Housing and Urban Development (HUD), Sandy City is required to have in place an annual action plan (AAP) as a grantee of the Community Development Block Grant (CDBG) program. The 2019 Annual Action Plan identifies projects that implement the needs and strategic objectives that are identified in the consolidated plan (2015-2019 Consolidated Plan). Projects, including funding amounts, expected benefits, and consistency with the Consolidated Plan are described in this Plan. As a member of the Salt Lake County Home Consortium, Sandy City's AAP is submitted jointly with other members of the Consortium, with Salt Lake County as the lead agency. However, the City's annual action plan represents the objectives, projects, and funding specific to Sandy City.

#### **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

As was established in the 2015-2019 Consolidated Plan, the City hopes to achieve three main objectives which are:

- (1) Decent, Affordable Housing
- (2) Suitable Living Environment
- (3) Economic Opportunities.

The three main outcomes of these objectives the City hopes to realize are:

- (1) Availability/Accessibility
- (2) Affordability
- (3) Sustainability

Sandy City has identified four main areas of focus and developed some associated goals that will help realize the outcome desired:

- (1) Homeless Services and Support
- (2) Special Populations Services

### (3) Affordable Housing

### (4) Community Development

The first is providing Homeless Services and Support. To accomplish this, we have set a goal to ensure homeless shelters are maintained and there is adequate outreach to those individuals. Another goal which builds from the first is to provide transitional then permanent housing solutions for those affected by homelessness. Everyone deserves the dignity and security that come from having a decent, affordable home and the benefits a suitable living environment provides.

The City is aware that many of its residents have unique needs and issues that relate to advanced age, physical impairments, mental impairments, HIV/AIDS, or other disabilities. With these unique circumstances come unique needs and issues that require equally unique solutions to help address their issues. The City has set a goal to deliver senior citizen facilities and services. A senior center was built partially utilizing CDBG funds through a Section 108 Loan that has serviced the city's senior population well. The City also recognizes other special populations that have several area wide agencies and non-profit groups that have specific services targeted at their unique circumstances. It is the City's goal to seek out and support those public service providers. It is important that our citizens' needs are met by making these programs available and accessible.

A majority of Sandy City enjoys high property values and homes that are well maintained. There is an affordability issue for many people who desire to live in the City. The areas that are more affordable tend to be areas with aging housing stock that has been improperly maintained or neglected. As Sandy City ages, other areas could also fall victim to this same occurrence and could fall into decline. It is critical that the current housing stock be maintained and that there is sufficient suitable living environments. It is also important to provide a diversified housing stock to ensure there is sufficient affordable housing. To achieve this outcome, the City has set goals to create new affordable housing options, provide home rehabilitation assistance, and provide emergency or critical home repairs that improve safety and health of home. A healthy, sustainable city can be achieved by accomplishing these goals.

The last area of focus is Community Development. The oldest parts of the city has aging infrastructure that isn't up to current standards. There are accessibility issues due to this deficient state of infrastructure. There are also needs to provide programs for youth, seniors, and others. The City has made goals to correct those accessibility deficiencies through public improvements to its street infrastructure. These will promote economic improvements and accessibility to all residents. The City also has a goal to seek out service providers that can provide the necessary programs to teach, train, and educate our community to further advance individual success.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

For several years the City has set out to improve the areas of focus shown above. The City has seen progress towards accomplishing those goals through the partnerships made with service providers and other government entities. While the City has made measurable progress, the work is not yet done. The City intends to continue to improve in these areas over the next couple years of our 2015-2019 Consolidated Plan period. Since the City has paid off the Section 108 loan used to pay for a Senior Citizen Center, the City has sought to direct more money to these areas to help realize the outcomes the City desires.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

Sandy City has an excellent group of dedicated citizens who serve on our CDBG Advisory Committee. They come from all over the city and several that live within the areas of highest low/moderate income households. They are familiar with the needs of their neighborhoods and are dedicated to help them through the CDBG program. They meet several times a year to help guide the use of the CDBG program, assist in evaluation of potential service provider partners and help evaluate our current service provider effectiveness. They hold a large part in informing the plan and objectives of the CDBG program.

The City also seeks out consultation with the many service providers in the area, both non-profit and governmental, to better understand the needs of our residents whom they are serving. This level of personal details into the needs of the residents is invaluable. The City Council holds a public hearing each year and many of them provide information regarding those needs and how we can better serve them and reach those that are still underserved.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The minutes from the public comments received during the public hearings associated with the 2019 Annual Action Plan are attached with the Grantee Unique Attachments.

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

No comments were rejected.

#### **7. Summary**

While the projects the City intends to fund during the coming fiscal year will help achieve the goals and objectives, the limited available funding amount won't be able to meet all the needs of our



community. It is the City's desire to have these funds applied in the most effective and efficient manner possible to achieve the greatest outcomes possible.

## **PR-05 Lead & Responsible Agencies - 91.200(b)**

### **1. Agency/entity responsible for preparing/administering the Consolidated Plan**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
Lead Agency	SANDY CITY	
CDBG Administrator	SANDY CITY	Community Development

**Table 1 – Responsible Agencies**

### **Narrative**

The Community Development Block Grant (CDBG) program is administered through the Community Development Department. Within the department, the City's Long Range Planning Manager also serves as the CDDG Program Administrator. This position is responsible for administration of the program, including preparation of plans and report, processing draw requests, coordination of the City's Citizen Advisory Committee, and monitoring subrecipients. The City's Finance Department is responsible for oversight of the program.

### **Consolidated Plan Public Contact Information**

Jake Warner  
Long Range Planning Manager  
CDBG Program Administrator  
Phone (801) 568-7262  
jwarner@sandy.utah.gov

## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The various coordination activities in Sandy City and Salt Lake County highlight one of the key strengths in the institutional structure. This has been particularly true in many planning processes which involved a broad base of community representatives in a process to develop a common vision and strategic plan.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The preparation of the AAP and the current Consolidated Plan involved consultation with other public and private agencies which provide assisted housing, health services and social services, including providers to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons.

Coordination of resources and compilation of data for the consolidated plan was accomplished through a multi-faceted process combined of public hearings, roundtables, special presentations, mail and telephone surveys with affected agencies and organizations. Coalitions, commissions, councils, boards and committees representing affected organizations throughout the area of jurisdiction were sought out for their participation.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

There are three Continuums of Care organized in Utah. The local Continuum of Care has recently completed a restructuring of the organization, and is now called the Salt Lake Valley Coalition to End Homelessness. It receives approximately \$6 million annually from HUD for project funding and collaboration. Salt Lake County is the lead agency for the local continuum. The City's CDBG Administrator became a member of the newly reorganized Continuum of Care in April of 2019. The Continuum of Care believes that the Collective Impact Approach will more closely align the Continuum with HUD's HEARTH program. The Collective Impact Approach is intended to:

- Take a system approach instead of a program approach;
- Be more data driven;
- Involve a broad group of diverse stakeholders; and
- Implement common principles and common metric throughout the community.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City does not receive ESG funds and does not administer the HMIS program.

**2. Agencies, groups, organizations and others who participated in the process and consultations**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	HOUSING AUTHORITY OF SALT LAKE COUNTY
	<b>Agency/Group/Organization Type</b>	Housing PHA Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Meeting at the Housing Authority offices, tour public housing facilities, and a review of the draft 2015-2020 5 Year PHA Plan.
2	<b>Agency/Group/Organization</b>	SALT LAKE COUNTY
	<b>Agency/Group/Organization Type</b>	Other government - County

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The County is the lead agency for the Consolidated Plan, the HOME Consortium, and the Continuum of Care. Meetings were held to address all three of those roles.
3	<b>Agency/Group/Organization</b>	The Road Home
	<b>Agency/Group/Organization Type</b>	PHA Services - Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency participated in public hearings and provided homelessness reports.
4	<b>Agency/Group/Organization</b>	Community Health Centers, Inc
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Health Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	On-site visits and reports provided by agency. Agency participated in public hearings.
5	<b>Agency/Group/Organization</b>	Family Support Center, UT
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services - Victims Child Welfare Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	On-site visits and reports provided by agency. Agency participated in public hearings.
7	<b>Agency/Group/Organization</b>	Salt Lake Community Action Program
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing Services-homeless Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	On-site visits and reports provided by agency. Agency participated in public hearings.
8	<b>Agency/Group/Organization</b>	South Valley Sanctuary
	<b>Agency/Group/Organization Type</b>	Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services - Victims



	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	On-site visits and reports provided by agency. Agency participated in public hearings.
9	<b>Agency/Group/Organization</b>	Salt Lake County Health Department
	<b>Agency/Group/Organization Type</b>	Services-Health Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Phone conversations with agency.

**Identify any Agency Types not consulted and provide rationale for not consulting**

No agencies were intentionally not included.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Salt Lake County	The primary role of the Continuum of Care is to reduce homelessness in the region, with the goal of functionally ending homelessness. The role of the Continuum of Care aligns with the City's goal to support programs providing essential services.
General Plan Housing Element	Sandy City	The City's General Plan is intended to guide City decision regarding future growth and development. The Housing Element of the General Plan was recently updated and has directly informed and influenced the creation of all of the City's 2015-2019 Consolidated Plan goals.
2015-2020 5 Year PHA Plan (draft)	Housing Authority of the County of Salt Lake	The Housing Authority's mission "to provide and develop quality affordable housing opportunities for individuals and families while promoting self-sufficiency and neighborhood revitalization" is aligned with the City's housing and essential services goals and all of the City's program objectives.
Wasatch Choices for 2050	Wasatch Front Regional Council	Wasatch Choices for 2050 is a regional planning effort developed over the last two decades that promotes shared "growth principles." The needs and goals of the Consolidated Plan are consistent with those identified in Wasatch Choice for 2040.

**Table 3 - Other local / regional / federal planning efforts**

### Narrative

The City's involvement with the HOME Consortium and other regional councils and agencies puts the City in contact with other public entities and units of government which have influenced the preparation of the Consolidated Plan and this Annual Action Plan. The information provided by the many agencies that participated at that time has also been utilized in the preparation of this plan.

## **AP-12 Participation - 91.401, 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

Citizens in Sandy City, especially those of low, very low, and extremely low-income are encouraged to participate in the development of the plans and reports. Also, citizens, including minorities and non-English speaking persons, persons with mobility, visual or hearing impairments, are also strongly encouraged to participate. It is the contention of the jurisdiction that citizens of an area are the best resource for identifying issues, suggesting solutions, developing and amending plans and programs to solve existing and future problems.

To help receive this input the City has formed a citizen's CDBG Advisory Committee that meets almost every month. These meetings are open to the public. The Citizen Advisory Committee holds a public hearing to consider community needs and a public hearing is also held with the City Council.

## Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	A needs analysis public hearing was held by the Citizen Advisory Committee on Sept. 19, 2018. Besides members of the Committee, the meeting was attended by a resident and non-profit organizations (UCA, The Road Home).	The comments ranged from gratitude for supporting their programs, to making appeals to support their programs or increase their funding. The organizations shared stories and experience on how these funds impact peoples lives.	No comments were not intentionally not accepted.	
2	Newspaper Ad	Non-targeted/broad community	(This section will be updated in the final draft.)	(This section will be updated in the final draft.)	N/A	
3	Public Hearing	Non-targeted/broad community	(This section will be updated in the final draft.)	(This section will be updated in the final draft.)	(This section will be updated in the final draft.)	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Introduction

The City participates in both the CDBG program, as a grantee, and the HOME program, as a member of the Salt Lake HOME Consortium. The City's HOME funds are administered by Salt Lake County as the lead agency for the Salt Lake HOME Consortium. The City does not participate in other HUD programs.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	376,923	0	6,187	383,110	0	The prior year resources reflect unexpended funds from closed activities.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City does not have match requirements of the program funding or anticipated projects funded to serve community needs. The majority of community development projects directly managed by the City are generally leveraged through staff time and other resources funded by the general fund. It is likely that all public service subrecipients will be agencies that serve the region, and funds provided by the City are leveraged by other municipalities, Salt Lake County, the State, and charitable donations. The City has demonstrated that it seeks for and takes advantage of additional opportunities to leverage CDBG funds, and the City will continue to do so.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City's Senior Center was funded in part with a Section 108 loan, and will continue to be essential to meeting needs identified in this plan. Additionally, it is expected that projects to address improvements and amenities will be built on City owned property, such as open space and parks, in neighborhoods that qualify for funding through the low- and moderate-income area benefit national objective. The City also owns remnant parcels and has sought to acquire additional land that currently has abandoned, distressed, or problem properties throughout the city, with the objective to rehabilitate or replace with new affordable housing.

**Discussion**

The City reprogrammed \$42,720.32 of unexpended prior year funds with the 2018 AAP. The majority of those funds accumulated from remaining funds in closed projects that occurred prior to the current Consolidated Plan. The City is committed to the effective and responsible use of funds. The \$6,187 in prior year funds being reprogrammed with this AAP represent unexpended funds from the 2016 (Weatherization: \$5,111.43) and 2017 (Admin: \$1075.35, Assist: \$0.06, South Valley Sanctuary: \$0.72) program years. Upon reprogramming of these funds, there will be no unexpended funds from years prior to the 2017 program year. All unexpended 2017 program year funds not being reprogrammed are allocated to open projects.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
<b>1</b>	Maintain Homeless Shelters and Provide Outreach	2015	2019	Homeless		Homeless Services and Support	CDBG: \$29,100	Homeless Person Overnight Shelter: 162 Persons Assisted Homelessness Prevention: 54 Persons Assisted
<b>2</b>	Support Transitional & Permanent Housing Solutions	2015	2019	Homeless		Affordable Housing Homeless Services and Support	CDBG: \$12,350	Public service activities for Low/Moderate Income Housing Benefit: 14 Households Assisted
<b>3</b>	Provide Critical Repairs for Safe and Healthy Home	2015	2019	Affordable Housing		Affordable Housing	CDBG: \$75,000	Homeowner Housing Rehabilitated: 25 Household Housing Unit
<b>4</b>	Support Essential Public Services and Programs	2015	2019	Non-Housing Community Development		Special Populations Services	CDBG: \$15,088	Public service activities other than Low/Moderate Income Housing Benefit: 839 Persons Assisted
<b>5</b>	Correct Accessibility Deficiencies	2016	2019	Non-Housing Community Development		Community Development	CDBG: \$120,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 975 Persons Assisted
<b>6</b>	Provide Home Rehabilitation Assistance	2016	2019	Affordable Housing		Affordable Housing	CDBG: \$30,000	Homeowner Housing Rehabilitated: 3 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Improve and Provide Adequate Senior Facilities	2015	2016	Non-Housing Community Development		Community Development	CDBG: \$48,063	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1095 Persons Assisted

**Table 6 – Goals Summary**

## Goal Descriptions

1	Goal Name	Maintain Homeless Shelters and Provide Outreach
	Goal Description	This goal will include projects that support for homeless shelters and support services.
2	Goal Name	Support Transitional & Permanent Housing Solutions
	Goal Description	This goal will include projects that will help provide housing counseling and support for persons experiencing homelessness.
3	Goal Name	Provide Critical Repairs for Safe and Healthy Home
	Goal Description	This goal will include projects that support housing emergency repairs, accessibility improvements, and accessibility design assistance.
4	Goal Name	Support Essential Public Services and Programs
	Goal Description	In the 2019 program year, this goal intends to provide a variety of public services for emergency food and crisis child care.



5	<b>Goal Name</b>	Correct Accessibility Deficiencies
	<b>Goal Description</b>	Some areas of the City have deficiencies that restrict accessibility. The purpose of this goals is to improve pedestrian ways and ADA compliance.
6	<b>Goal Name</b>	Provide Home Rehabilitation Assistance
	<b>Goal Description</b>	This goal intends to provide assistance to low to moderate income home owners for the rehabilitation of their existing home.
7	<b>Goal Name</b>	Improve and Provide Adequate Senior Facilities
	<b>Goal Description</b>	The purpose of this goals is to provide new or improved facilities for seniors.

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

For the 2019 program year, the City has maintained a low percentage of CDBG funds to fund the administration of the grant and associated planning (14.2%) which is below the maximum allowed (20%). The City intends to maximize the allowable funding (15%) for public services. The majority of the CDBG funds will be utilized to provide housing rehab and repairs, accessibility improvements, pedestrian connections, and park improvements in the City.

#	Project Name
1	Public Services-Essential Services (2019)
2	Public Services-Homelessness (2019)
3	Public Service-Housing (2019)
4	Housing-Emergency Repairs/Accessibility (2019)
5	Housing-Rehab (2019)
6	Facilities-Permanent Supportive Housing (2019)
7	Infrastructure-Pedestrian/Accessibility Improvements (2019)
8	Planning & Administration (2019)

**Table 7 – Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The proposed projects to be funded during the program year, have been allocated based on priorities set in the 2015-2019 Consolidated Plan. In selecting which applications to fund and how much to allocate to each project, there are always hard decisions to make. All of the received funding request applications were for good organizations attempting to better the community by providing services and creating opportunity for those who are low to moderate income. However, some requests for funding better align with the priorities Sandy City has set out to accomplish with our limited CDBG funds. In a perfect scenario, the city would have enough funds granted from HUD to satisfy the overwhelming requests received each year.

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	Public Services-Essential Services (2019)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Support Essential Public Services and Programs
	<b>Needs Addressed</b>	Special Populations Services
	<b>Funding</b>	CDBG: \$15,088
	<b>Description</b>	This project shall include public services that support essential living needs, other than those specifically related to homelessness. The anticipated subrecipients include Utah Community Action Program (\$7,550) and Family Support Center (\$7,538).
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	<p>It is estimated that 839 individuals will benefit from the anticipated activities.</p> <ul style="list-style-type: none"> <li>• Family Support Center: 47</li> <li>• Utah Community Action: 792</li> </ul>
	<b>Location Description</b>	The services associated with the anticipated activities are available to all residents throughout the City.
2	<b>Planned Activities</b>	<p>Anticipated activities include:</p> <ul style="list-style-type: none"> <li>• Crisis Nursery (Family Support Center)</li> <li>• Food Pantry (Utah Community Action)</li> </ul>
	<b>Project Name</b>	Public Services-Homelessness (2019)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Maintain Homeless Shelters and Provide Outreach
	<b>Needs Addressed</b>	Homeless Services and Support
	<b>Funding</b>	CDBG: \$29,100
	<b>Description</b>	This project shall include public services specifically related to homelessness, and including those related to domestic violence. The anticipated subrecipients include The Road Home (\$10,750), South Valley Sanctuary (\$11,300), and YWCA (\$7,050).
	<b>Target Date</b>	6/30/2020

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is anticipated that 216 individuals will benefit from the anticipated activities. <ul style="list-style-type: none"> <li>• Road Home: 162</li> <li>• South Valley Sanctuary: 37</li> <li>• YWCA: 17</li> </ul>
	<b>Location Description</b>	The services provided by the anticipated activities will be available to all residents of the City.
	<b>Planned Activities</b>	Anticipated activities include: <ul style="list-style-type: none"> <li>• homeless shelter and services (The Road Home)</li> <li>• domestic violence victim shelter and services (South Valley Sanctuary)</li> <li>• Women In Jeopardy program (YWCA)</li> </ul>
<b>3</b>	<b>Project Name</b>	Public Service-Housing (2019)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Support Transitional & Permanent Housing Solutions
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$12,350
	<b>Description</b>	This project shall include activities associated with the operations, case management, and maintenance/repairs for supportive housing. The anticipated subrecipient for the associated activity includes The Road Home-Transitional Housing Operations (\$7,650) and Maintenance & Repairs (4,700).
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that 14 individuals will benefit from the anticipated activity.
	<b>Location Description</b>	
	<b>Planned Activities</b>	Anticipated activities include operational support, case management, maintenance and repairs for homeless individuals that have transitioned in to housing (The Road Home).
<b>4</b>	<b>Project Name</b>	Housing-Emergency Repairs/Accessibility (2019)
	<b>Target Area</b>	

	<b>Goals Supported</b>	Provide Critical Repairs for Safe and Healthy Home
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$75,000
	<b>Description</b>	This project shall include funding to provide emergency home repairs and accessibility improvements for low and moderate income households. The anticipated subrecipient is Assist INC (\$75,000).
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that this project will serve 25 households.
	<b>Location Description</b>	The services of the anticipated activity will be available to eligible residents throughout the City.
	<b>Planned Activities</b>	The anticipated activity includes emergency home repairs and residential accessibility improvements.
5	<b>Project Name</b>	Housing-Rehab (2019)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Provide Home Rehabilitation Assistance
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$30,000
	<b>Description</b>	This project shall include funding for housing rehab to support low and moderate income households to remain in their existing homes. The anticipated subrecipient is Neighborworks Salt Lake (\$30,000).
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that 3 households will benefit from the anticipated activity.
	<b>Location Description</b>	The anticipated activity will be available to eligible households throughout the City.
	<b>Planned Activities</b>	The anticipated activity includes home rehab loans and grants.
6	<b>Project Name</b>	Facilities-Permanent Supportive Housing (2019)
	<b>Target Area</b>	

	<b>Goals Supported</b>	Improve and Provide Adequate Senior Facilities
	<b>Needs Addressed</b>	Community Development
	<b>Funding</b>	CDBG: \$48,063
	<b>Description</b>	This project shall include funding (\$48,063) to support park improvements in eligible area. It is anticipated that funding will support a City project managed by the City's Parks and Recreation Department to provide improvements at Main Street Park.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that 1095 individuals, approximately 352 households, will benefit from the anticipated activity.
	<b>Location Description</b>	This project is anticipated to take place at Main Street Park, which is located in Census Block Group 3 of Tract 112700 in the City.
	<b>Planned Activities</b>	Planned activities include improvements at Main Street Park.
7	<b>Project Name</b>	Infrastructure-Pedestrian/Accessibility Improvements (2019)
	<b>Target Area</b>	
	<b>Goals Supported</b>	Correct Accessibility Deficiencies
	<b>Needs Addressed</b>	Community Development
	<b>Funding</b>	CDBG: \$120,000
	<b>Description</b>	This project shall include infrastructure improvements that benefit improve pedestrian walkability and accessibility. It is anticipated that funding will be provided to the City's Department of Public Works for improvements in "Historic Sandy".
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	It is estimated that 975 individuals, approximately 315 households, will benefit from the proposed activities
	<b>Location Description</b>	It is expected that activities will take place in "Historic Sandy", particularly Census Block Group 2 of Tract 112700, which is an eligible LMA area. Census Block Groups 3 and 4 in the same Tract are also an eligible LMA area and also located in "Historic Sandy".

	<b>Planned Activities</b>	The anticipated activities would include improvements to benefit pedestrians and improve accessibility, primarily focused on the installation of sidewalk and the installation of ADA ramps on Locust Street.
8	<b>Project Name</b>	Planning & Administration (2019)
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$53,509
	<b>Description</b>	It is anticipated that funding for this project will support the administration of the City's CDBG program and eligible planning activities.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	N/A
	<b>Planned Activities</b>	This project will provide for a portion of expenses to conduct program administration and eligible planning.



## **AP-50 Geographic Distribution - 91.420, 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

On Feb. 14, 2019 HUD issued Notice CPD-19-02, which announced the release of updated low and moderate income data. Per the Notice, the 2019 program year will be subject to the updated data. According to the updated data, Sandy City remains classified as an "exception" community with regards to eligible areas (LMA) for the use of CDBG funds. The threshold for Sandy City is 42.77% LMI, according to HUD (<https://www.hudexchange.info/programs/acs-low-mod-summary-data/>, 4/4/19). A map of the eligible LMA Census block group is included with the Grantee Attachments.

### **Geographic Distribution**

Target Area	Percentage of Funds

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

Projects based on LMA eligibility include some of the older areas and facilities in the City, which are areas considered by the Citizen Advisory Committee to be in greater need of improvements.

### **Discussion**

For the most part, projects funded by CDBG during the 2019 program year are available to all Sandy City residents.



## **AP-75 Barriers to affordable housing -91.420, 91.220(j)**

### **Introduction**

Sandy City, as part of the Salt Lake County Consortium, conducted a study to prepare a county-wide Analysis of Impediments. Through this study, it was found that Sandy City had three main items identified as local impediments to affordable housing:

- (1) Amount of Affordable Rental Housing
- (2) Public Private Partnerships
- (3) Nimbyism

In an effort to address these issues and others, in 2013, Sandy City adopted a new Housing Element of the General Plan. The intent of the Housing Element is to analyze existing housing stock and living conditions within the City. Sandy City recognizes that housing is a basic necessity in life for all people and all levels of government should attempt to provide decent and adequate accommodations for their citizens. Housing should be safe, comfortable, and attainable. Among Sandy City's top concerns in this regard is providing choices for those who currently reside in the City and those who may wish to do so in the future while still maintaining and promoting a strong sense of community. A full copy of the updated Housing Element can be found through our website, [www.sandy.utah.gov](http://www.sandy.utah.gov).

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

- 1. Diversification
- 2. Maintenance of Existing Housing Stock
- 3. Educational Outreach
- 4. Affordable Housing Options
- 5. Public/Private Partnerships

### **Discussion**

Diversification. One of the major roadblocks in Sandy is the cost and value of land. Sandy is a highly desired location for residential, business, and commercial uses and properties tend to demand a premium on the market when compared to the surrounding communities. Diversification of

the housing stock will provide housing options to a wider range of household incomes.

**Maintenance of Existing Housing Stock.** A major amount of new growth occurred in Sandy in the late 1970s and 1980s. This means that a large portion of the City's housing is between 30-40 years old. These units have become more affordable as they age, but have also become more expensive to maintain. The City needs to develop policies and procedures to help residents in maintaining these homes and conducting repairs and upgrades necessary to make them viable for years to come. As part of the Housing Element update (above), the City will also be looking at providing programs geared toward providing neighborhood services, whether it is financial assistance, mediation between neighbors and landlords, or general informational guidance and direction.

**Educational Outreach.** There are a number of areas in which the City can act as a source of instruction and education for the community as a whole in regards to fair and affordable housing. It is expected that there will be opposition to increasing densities, proposing new developments, and generally changing the character of the City to meet the needs of the changing demographics. This nimbyism is typically present in most suburban communities. However, Sandy is no longer a simple suburban community and has been forming a separate identity of its own on both the state and national level. The City needs to reach out to homeowners, landlords, business owners, realtors, and all other affected parties and provide opportunities for education and input on the future of the City. This will not only help change the NIMBY attitudes, but will also provide a forum in which the community as a whole can determine its future and ensure quality development and preservation of existing character.

**Affordable Housing Options.** It is recognized that while Sandy has traditionally been seen as a traditional "family" community with mostly single-family housing, that it is important to offer a variety of housing options that are affordable to people of all ages and walks of life. The City has been working towards this in its approvals of a number of multi-family and mixed-use developments. The City will continue to consider higher densities in appropriate areas and encourage developments to include affordable housing components through existing and future programs. The use of state and federal programs and the development of an assistance program offered by the City are a few options available. Sandy does not desire to form its own Housing Authority at this time and will continue the partnership with the Salt Lake County Housing Authority to help provide housing to those in need.

**Public/Private Partnerships.** Sandy has also explored partnering and will continue to investigate ways to partner with other private or non-profit agencies to help build new housing. The City's RDA Board has a plan to begin using funds from our Economic Development Area (EDA) set-aside funds to purchase distressed properties, remove blight, and further subdivide the land, if possible. The goal is to replace these distressed properties with new housing units for low to moderate income individuals. Some sort of Public/Private partnership will likely be formed to

effectuate this plan.

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

It is the goal and objective of the City's proposed projects and activities for the 2018 CDBG program year to do the following: 1) maintain affordable housing; 2) make homes safe and healthy; 3) reduce the number of poverty level families; 4) improve infrastructure accessibility; 5) make improvements that benefit seniors; and 6) develop relationships with direct service providers to enhance coordination and effectiveness of our CDBG program.

### **Actions planned to address obstacles to meeting underserved needs**

Limited funding and high housing costs are primary obstacles to addressing underserved needs. The City will continue to seek programs and activities to more efficiently meet community needs through leveraging funds, better coordination with and awareness of local organizations, and seeking to meet needs with resources other than CDBG funding.

### **Actions planned to foster and maintain affordable housing**

The range and availability of housing types within the City has significantly increased in recent years. The City is a member of the HOME Consortium and has partnered with the EDA housing set-aside funds to create new affordable housing units. The City plans to use the affordable housing set-aside funds from the Economic Development Area (EDA) to eliminate blight and create new affordable housing units. The City has already acquired several parcels and demolished blighted homes from these site. The city is working on a plan to engage the local development community to build these new homes and sell them to low to moderate individuals. Over the next five years, the City hopes to create at least ten new affordable housing units, and for these funds to be a perpetual and revolving fund to continue the creation of new affordable housing options within Sandy.

### **Actions planned to reduce lead-based paint hazards**

Approximately 45% of the City's housing units were built prior to 1978, when lead-based paint was banned. The Salt Lake County Health Department is focused on education. It is recommended that city residents in housing units built prior to 1978 become familiar with the dangers of lead-based paint and actions that can be taken to reduce those hazards. Information is available from the Salt Lake County Health Department at: [www.slcohealth.org/programs/leadfreekids/index](http://www.slcohealth.org/programs/leadfreekids/index).

### **Actions planned to reduce the number of poverty-level families**

One of the purposes to help fund public services is to provide our residents opportunities to get educated and receive the temporary assistance they need to break the cycle of poverty. By providing CDBG funds to residents that need emergency assistance, we meet their immediate needs. By providing

them tools through counseling and education, they can get on the path of self-sufficiency.

### **Actions planned to develop institutional structure**

The City is constantly striving to most effectively utilize the limited funds received to address needs within the community. The City intends to seek more effective outreach methods to the public in order to incorporate more community input. Additional training is also planned to increase awareness of the CDBG program among City staff to better coordinate the goals of the Consolidated Plan with potential projects, resources, and capacity of individual departments.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The CDBG Advisory Committee will continue to tour the facilities of funded public service agencies. The CDBG Coordinator will continue to increase the number of on-site monitoring visits and do so more regularly. The CDBG Administrator will continue to serve on the HOME Consortium and coordinate with housing providers, public service providers, and other government entities.

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

#### Introduction

The City will use one year to determine the overall benefit to persons of low and moderate income.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%



**Housing Trust Fund (HTF)**  
**Reference 24 CFR 91.220(I)(5)**

1. Distribution of Funds

a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).

N/A

b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.

N/A

c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.

N/A

d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.

N/A

e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.

N/A

f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.

N/A

g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.

N/A

h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).

N/A

i. Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.

N/A

j. Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.

N/A

2. Does the jurisdiction's application require the applicant to include a description of the eligible activities to be conducted with HTF funds?

3. Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

**4. Performance Goals and Benchmarks.** The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

**5. Rehabilitation Standards.** The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; and Capital Needs Assessments (if applicable).

N/A

**6. Resale or Recapture Guidelines.** Below, the jurisdiction must enter (or attach) a description of the guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

N/A

**7. HTF Affordable Homeownership Limits.** If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

N/A

**8. Limited Beneficiaries or Preferences.** Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter "N/A."

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.

N/A

**9. Refinancing of Existing Debt.** Enter or attach the jurisdiction's refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter "N/A."

N/A

## **Discussion**

Sandy City has attempted to maximize the funds received from HUD through this CDBG program. The City's general fund will be likely leverage some of the anticipated activities. These funds will go towards the projects shown herein and will likely be spent through delivery partners that will directly benefit low to moderate income residents.

## Attachments

## **Grantee Unique Attachments**

### **Documents Included:**

- FY 2018 Income Limits (FY 2019 had not been released at the time this document was prepared.)
- Low and Moderate Income Area Map
- 9/19/2018 Public Hearing Notice
  - Publish and Post Documentations
  - Newspaper Confirmation
- 9/19/2018 Public Hearing Minutes
- 4/23/2019 Public Hearing Notice (to be added)
- 4/23/2019 Public Hearing Minutes (to be added)
- Resolution 19-13C (to be replaced upon execution)

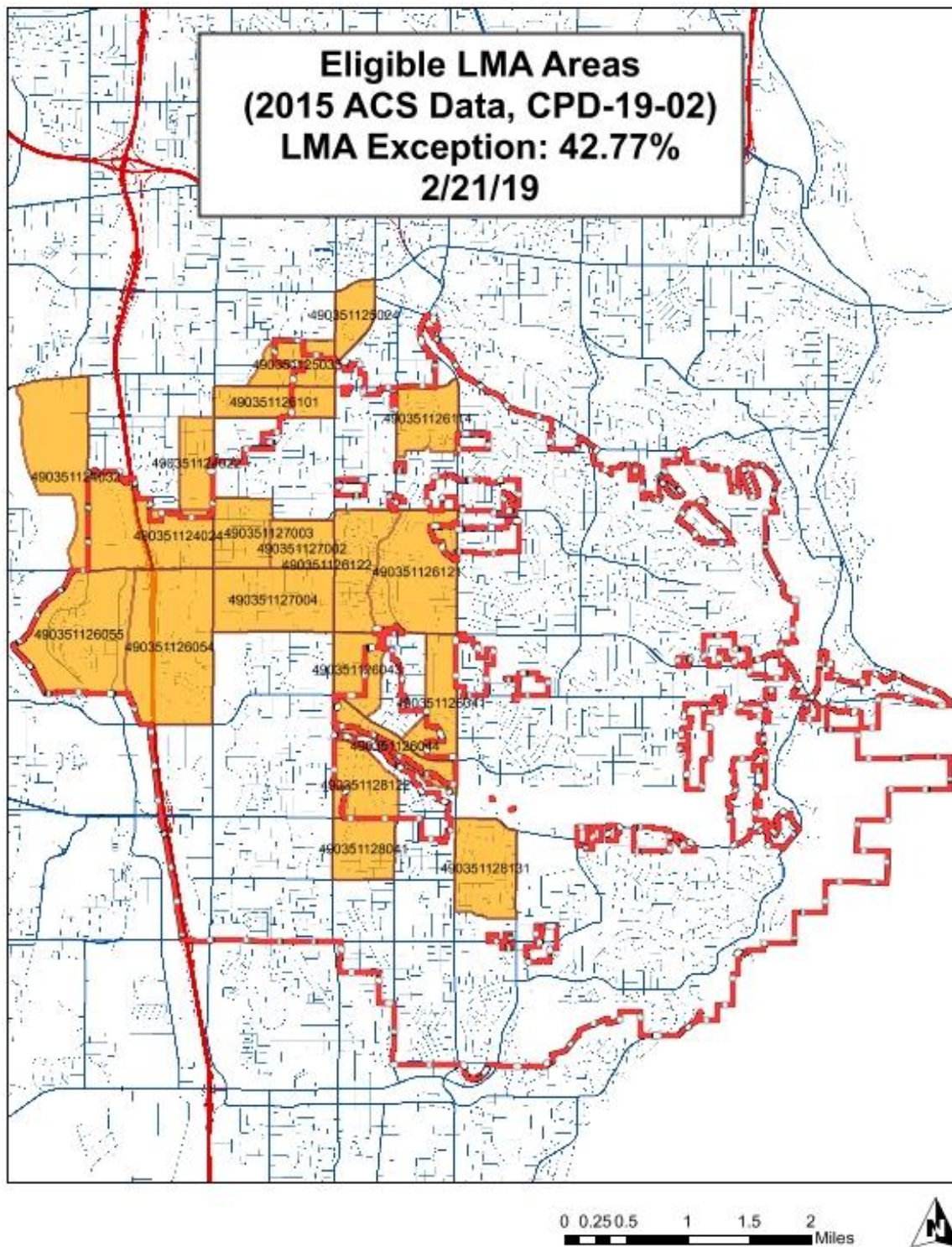
## FY 2018 Income Limits

HUD publishes income limits to determine eligibility for different HUD programs. The income limits are based on the median family income for an area. Sandy City is in the "Salt Lake City, UT HUD Metro FMR Area." The median income for the area, as published by HUD, for FY 2018 is \$80,000. The table below shows the income limit categories based on the number of persons in the family.

**FY 2018 Income Limits Table (Salt Lake City, UT HUD Metro FMR Area)**

Income Category	1	2	3	4	5	6	7	8
<b>Extremely Low (30%) Income (\$)</b>	16,800	19,200	21,600	<b>25,100</b>	29,420	33,740	38,060	42,380
<b>Very Low (50%) Income (\$)</b>	28,000	32,000	36,000	<b>40,000</b>	43,200	46,400	49,600	52,800
<b>Low (80%) Income (\$)</b>	44,800	51,200	57,600	<b>64,000</b>	69,150	74,250	79,400	84,500

(Source: [www.huduser.gov/portal/datasets/il/il2018/2018summary.odn](http://www.huduser.gov/portal/datasets/il/il2018/2018summary.odn), 4.5.18)





**Sandy City Public Hearing  
2019 Program Year Community Needs & 2017 Consolidated Annual Performance  
Evaluation Report  
Community Development Block Grant**

**Notice is hereby given** of a public hearing to be held in the Sandy City Hall, City Room 220, 10000 Centennial Parkway (170 West), Sandy, Utah, before the **CDBG Citizens Advisory Committee on Wednesday, Sept. 19, 2018 at approximately 5:00 p.m.** to review and receive comments regarding the 2017 Consolidated Annual Performance Evaluation Report (2017 CAPER) and community needs to be considered for the 2019 CDBG program year. All interested parties are invited to attend. The City will provide reasonable accommodations, including necessary interpretation, for all timely requests. The 2017 CAPER is a year-end report of the expenditures and accomplishments for the 2017 program year. The 2017 CAPER will be available for review from Sept. 4, 2018 through Sept. 19, 2018 upon request, on the City's website ([www.sandy.utah.gov](http://www.sandy.utah.gov)), and by hard copy at City Hall. CDBG funds are primarily used to benefit low- and moderate-income households and persons through housing, public facility, infrastructure, and public service projects. The City anticipates that it will receive approximately \$400,000 in CDBG funds for the 2019 program year. Funding request applications for projects in the 2019 program year will be available on the City's website, and must be submitted before Jan. 7, 2019. For requests, comments, questions, and submittals, contact Jake Warner in the Sandy City Community Development Department at (801) 568-7262 or [jwarner@sandy.utah.gov](mailto:jwarner@sandy.utah.gov). The hearing impaired may call 7-1-1.

<b>Posted</b>	<b>August 29, 2018</b>	Sandy City Hall Sandy Parks & Recreation Salt Lake County Library - Sandy Sandy City Website ( <a href="http://www.sandy.utah.gov">http://www.sandy.utah.gov</a> ) Utah Public Notice Website ( <a href="http://pmn.utah.gov">http://pmn.utah.gov</a> )
<b>Published</b>	<b>August 31, 2018</b>	Salt Lake Tribune


**Order Confirmation for 0001222526**

Client	SANDY CITY RECORDERS OFFICE		
Client Phone	8015687135	Account #	0000000000
Address	10000 CENTENNIAL PRKWY	Ordered By	Wendy
	SANDY UT 84070	Account Exec	ltapusoa2
		PO Number	CDBG Posting
Email	mspira@sandy.utah.gov		

<b>Total Amount</b>	<b>\$92.50</b>
<b>Payment Amt</b>	<b>\$0.00</b>
<b>Amount Due</b>	<b>\$92.50</b>

Text: CDBG Posting

<b>Ad Number</b>	0001222526-01	<b>Ad Type</b>	Legal Liner
<b>Ad Size</b>	2 X 35 II	<b>Color</b>	

**WYSIWYG Content**
**Sandy City Public Hearing  
 2019 Program Year Community Needs & 2017  
 Consolidated Annual Performance Evaluation Report  
 Community Development Block Grant**

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<b>Product</b>	<b>UPXUP</b>	<b>Position</b>
Salt Lake Tribune	Legal Liner Notice	Public Meeting/Hear
<b>Scheduled Date(s):</b>	08/31/2018	
utahlegals.com	TR utahlegals.com	utahlegals.com
<b>Scheduled Date(s):</b>	08/31/2018	

8/29/2018 12:45:51PM

1

Citizen Advisory Committee Meeting Minutes  
Sept. 19, 2019

**Call to Order**

**Attendance**

Committee Members: Don, Jeff, Greg, Allen, Nate (UDOT-storm water), Wade, Brooke, Julie, Macleans  
Other Attendees: Cathy Rigby (resident), ? Utah Community Action Program, Matt Minkevich (Road Home)

**Review and Approval of Minutes**

Previous meeting reviewed and approved.

**Committee Membership**

Welcomed Greg Wilson and Nate Nichols who were recently appointed by the Council on 9/4/18. Terms to run from 9/5/18-6/30/20.

**Elect Committee Offices**

**Reviewed Policy and Procedures Guide for Special Committees recently approved by Council.**

- members elect chair and vice-chair
- staff-ex-officio member, also serves as secretary
- Council liason-ex-officio member
- publish agenda and meeting schedule
- keep minutes via audio recording
- CDBG Committee to have 3-9 members (7 appointed by Council, 2 by Mayor)

**Committee decisions regarding policies and procedures (approved unanimously)**

- Elect Officers: two-year terms, consider this the start of the 2nd year for current officers (Don-chair, Wade-co-chair)
- terms to end with new appointment at the Sept. committee meeting

**Program Year Updates**

Jake reviewed the status of the current year and prior year funding and open projects.

**Public Hearings**

**CAPER Public Hearing**

- no comment, committee approved

**Needs Public Hearing**

- Jake addressed pedestrian and accessibility in Historic Sandy
- Cathy Rigby - concerns about actions for affordable housing, recommends looking at doing more, open up ADU's, brought up idea of a land trust where funds could be stored and saved up until a project could be done.
- Matt Minkevich-a lot of doubled up households, currently housing approximately 1500 per night, bid on two of three of the new resource centers, still has Midvale family center
- Brooke Christensen-main street park-future year funding?

**Staff Comments/Other Committee Items/Discussion**

Don-would like to discuss possible two-year allocations in preparation for the 2019-20 program year.

**Calendar Discussion and Next Meetings**

Next Committee Meeting-Oct. 17, 2018

**Meeting Adjourned**

RESOLUTION #19-13C

A RESOLUTION APPROVING THE PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN FOR THE 2019 PROGRAM YEAR AND AUTHORIZING MAYOR KURT BRADBURN, CHIEF EXECUTIVE OFFICER, TO SIGN AND SUBMIT THE 2019 ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program provides entitlement communities with funds to help address the needs of low and moderate income residents and to assist in the elimination or prevention of slums or blight; and

WHEREAS, Sandy City qualifies as an "entitlement" community under the CDBG Program and may receive an annual allocation of funding from HUD; and

WHEREAS, in order to receive the CDBG funds, Sandy City must submit an annual action plan to HUD and said application must be signed by the Chief Executive Officer of the City.

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

1. The proposed 2019 Annual Action Plan (attached as **Exhibit "A"**), including the CDBG budget for the 2019-2020 fiscal year is hereby attached;
2. The Mayor, serving as Chief Executive Officer of Sandy City, is hereby authorized to submit to the U.S. Department of Housing and Urban Development, Sandy City's 2019 Annual Action Plan, and to sign associated grant agreements;
3. All resolutions or portions thereof in conflict herewith are hereby repealed;
4. This resolution shall take effect upon passage by the Sandy City Council and recording as required by law.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Kristin Coleman-Nicholl, Chair  
Sandy City Council

ATTEST:

\_\_\_\_\_  
City Recorder

RECORDED this \_\_\_\_ day of \_\_\_\_\_, 2019.

DRAFT

**Exhibit "A"**  
2019 Annual Action Plan

DRAFT

RESOLUTION #19-13C

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3. All resolutions or portions thereof in conflict herewith are hereby repealed;
4. This resolution shall take effect upon passage by the Sandy City Council and recording as required by law.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Kristin Coleman-Nicholl, Chair  
Sandy City Council

ATTEST:

---

City Recorder

RECORDED this \_\_\_\_ day of \_\_\_\_\_, 2019.



**Exhibit “A”**  
2019 Annual Action Plan



## Staff Report

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**File #:**  
CODE-03-19-5635\_CC,  
**Version:** 1

**Date:** 4/23/2019

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**Agenda Item Title:**

Alcohol Permits in SD(MU) Zone - Amend Title 15A, Chapter 19-03, SD-MU Mixed Use, Land Development Code, Revised Ordinances of Sandy City, 2008

**Presenter:**  
Mike Wilcox

**Description/Background:**

The purpose of the Code Amendment is to revise the permitted uses in the zone to allow for alcoholic beverage single event permits and alcoholic beverage temporary beer permits.

**Recommended Action and/or Suggested Motion:**

That the City Council adopt the proposed ordinance #19-10, which is an amendment to the Land Development Code and shown in Exhibit "A", for the following reasons:

1. Compliance with the Purpose of the Land Development Code by creating consistency and equitable standards in Sandy City.
2. Compliance with the Goals and Policies of the General Plan by establishing appropriate development standards for all uses and zoning categories within Sandy City.



# SANDY CITY COMMUNITY DEVELOPMENT

JAMES SORENSEN  
COMMUNITY DEVELOPMENT  
DIRECTOR

KURT BRADBURN  
MAYOR

MATTHEW HUISH  
CHIEF ADMINISTRATIVE OFFICER

## MEMORANDUM

April 10, 2019

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**To:** City Council via Planning Commission  
**From:** Community Development Department  
**Subject:** Alcohol Permits in SD(MU) Zone  
Amend Title 15A, Chapter 19-03, SD-MU Mixed Use, Land  
Development Code, Revised Ordinances of Sandy City,  
2008

CODE-03-19-5635

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**HEARING NOTICE:** *This item has been noticed on public websites, and in the newspaper at least 10 days prior to the Public Hearing.*

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### REQUEST

On behalf of the City, the Community Development Department is proposing to amend Title 15A, Chapter 19-03, SD-MU Mixed Use, Land Development Code, Revised Ordinances of Sandy City, 2008. The purpose of the Code Amendment is to revise the permitted uses in the zone to allow for alcoholic beverage single event permits and alcoholic beverage temporary beer permits.

### BACKGROUND

During the City Council meeting on March 12, 2019, the Council received a request from a concert promoter to have the ability to serve alcohol during certain shows and concerts at the Sandy City Amphitheater. This promoter informed the City that certain acts and performers would not come to the venue if alcohol sales were not available at the venue. Staff brought back further information to the Council on March 26, 2019 regarding the sections of City Code that would need to be amended to accommodate alcohol sales at the amphitheater.

The SD(MU) zone district is the current zoning of the Sandy City Amphitheater. It would need to be amended to accommodate the request for alcohol sales at the venue. This zone has a limited list of permitted and conditional uses. Alcohol is not currently permitted or conditional in this zone. The city has not made any changes to this section of code since the 2008 Code was originally adopted.

### ANALYSIS

The purpose of the Special Use District (Mixed Use) is to provide for mixed uses, such as professional office, multi-family and quasi-public. The land that is zoned SD(MU) has been developed into the

Sandy City Amphitheater, the Senior Citizens Center, and an interactive water feature. Alcohol sales at a concert or performing arts center is commonly associated with activities held at an amphitheater.

Staff has prepared an amendment to this zone to the "Uses Allowed" section of the code (15A-19-03(B)), which contain the list of permitted and conditional uses. Staff has added to the list of permitted uses the following (with their definitions):

- **Alcoholic Beverage Single Event Permit** - A Single Event license allows the licensee to sell and allows the on premise consumption of any alcohol (including beer) at a temporary event. The licenses are available to a bona fide partnership, corporation, limited liability company, church, political organization, or incorporated association or to a recognized subordinate lodge, chapter or other local unit thereof that is conducting a civic or community enterprise or convention. Multiple Single Event Permits may be obtained per calendar year and is limited to the number of events permitted by the Utah Department of Alcohol Beverage Control.
- **Alcoholic Beverage Temporary Beer Permit** - Temporary Beer Event permits are required to sell beer for on premise consumption at a temporary event. Multiple Temporary Beer Event Permits may be obtained per calendar year and is limited to the number of events permitted by the Utah Department of Alcohol Beverage Control.

Staff is not proposing any changes to the list of conditional uses, but is proposing changes to the process. This would eliminate the City Council from the review of conditional uses. These changes are in keeping with how we process other conditional uses.

The clean version of all final proposed text is shown in Exhibit "A" attached hereto. A full detail of all redlined changes is shown in the attached Exhibit "B".

### **NON-CONFORMING USES**

This Code Amendment would not create any non-conforming situations.

### **LAND DEVELOPMENT CODE PURPOSE COMPLIANCE**

The Sandy City Land Development Code in 15A-01-03 lists the criteria explaining the intent and purpose of the Ordinance. The purpose is:

#### **15A-01-03 Purpose**

This Code is adopted to implement Sandy City's General Plan and to promote: public health, safety, convenience, aesthetics, welfare; efficient use of land; sustainable land use and building practices; transportation options and accessibility; crime prevention; timely citizen involvement in land use decision making; and efficiency in development review and land use administration. Specifically, this Code is established to promote the following purposes:

#### **1. General**

- a. To facilitate the orderly growth and development of Sandy City.
- b. To facilitate adequate provision for transportation, water, sewage, schools, parks, and other public requirements.
- c. To stabilize property values.
- d. To enhance the economic well-being of Sandy City and its inhabitants.

#### **2. Implementation of General Plan**

To coordinate and ensure the implementation of the City's General Plan through effective execution of development review requirements, adequate facility and services review and other goals, policies, or programs contained in the General Plan.

3. **Comprehensive, Consistent and Equitable Regulations**

To establish a system of fair, comprehensive, consistent and equitable regulations, standards and procedures for review and approval of all proposed land development within the City.

4. **Efficiently and Effectively Managed Procedures**

- a. To promote fair procedures that are efficient and effective in terms of time and expense.
- b. To be effective and responsive in terms of the allocation of authority and delegation of powers and duties among ministerial, appointed, and elected officials.
- c. To foster a positive customer service attitude and to respect the rights of all applicants and affected citizens.

The proposed Code Amendment will create consistency and equitable standards under which certain alcohol related uses and permits will be governed in this SD(MU) zoning district of the City.

**GENERAL PLAN COMPLIANCE**


The General Plan encourages appropriate development standards for all uses and zoning categories within Sandy City. This code amendment would further that goal and objective.

**STAFF RECOMMENDATION**

Staff recommends that the Planning Commission forward a positive recommendation to approve a code amendment to amend a portion of Title 15A, Chapter 19-03, SD-MU Mixed Use, Land Development Code, Revised Ordinances of Sandy City, 2008 (Exhibit "A") based on the following findings:

1. Compliance with the Purpose of the Land Development Code by creating consistency and equitable standards in Sandy City.
2. Compliance with the Goals and Policies of the General Plan by establishing appropriate development standards for all uses and zoning categories within Sandy City.

Planner:

Reviewed by: 



Mike Wilcox  
Zoning Administrator

## **Exhibit “A”**

### **15A-19-03 SD(MU) MIXED USE - 7800 S. 1300 E. & 9400 S. 1300 E.**

A. **Purpose.** The purpose of the Special Use District (Mixed Use) is to provide for mixed uses, such as professional office, multi-family and quasi-public.

#### **B. Uses Allowed**

##### **1. Permitted Uses**

- a. Alcoholic Beverage Single Event Permit
- b. Alcoholic Beverage Temporary Beer Permit
- c. Athletic, Tennis or Health Club
- d. Business and Financial Services
- e. Commercial Retail Sales and Service up to 10,000 square feet for the entire development site
- f. Commercial School
- g. Medical and Health Care Offices
- h. Nursing Care Facility
- i. Quasi-public uses such as a library or other governmental facilities
- j. Recreation, Indoor
- k. Religious or Cultural Activity
- l. Research and Development Park
- m. Restaurant
- n. Theater, Concert Hall

2. **Conditional Uses.** Planning Commission review is required as set forth in the Conditional Uses chapter of the Development Code.

- a. Animal Kennel, Veterinary Office
- b. Arcade
- c. Automotive Self-Service Station
- d. Commercial Retail Sales and Service over 10,000 square feet for the entire development site
- e. Recreation Center (Outdoor)
- f. Restaurant, Drive-Inn
- g. Commercial Parking Garage
- h. Industry, Light
- i. Park and Ride Facilities

## Exhibit “B”

### 15A-19-03 SD-(MU) MIXED USE - 7800 S. 1300 E. & 9400 S. 1300 E.

A. **Purpose.** The purpose of the Special Use District (Mixed Use) is to provide for mixed uses, such as professional office, multi-family and quasi-public.

B. **Uses Allowed**

1. Permitted Uses

- a. Alcoholic Beverage Single Event Permit
- b. Alcoholic Beverage Temporary Beer Permit
- ac. Athletic, Tennis or Health Club
- bd. Business and Financial Services
- ce. Commercial Retail Sales and Service up to 10,000 square feet for the entire development site
- df. Commercial School
- eg. Medical and Health Care Offices
- fh. Nursing Care Facility
- gi. Quasi-public uses such as a library or other governmental facilities
- hj. Recreation, Indoor
- ik. Religious or Cultural Activity
- jl. Research and Development Park
- km. Restaurant
- ln. Theater, Concert Hall

2. Conditional Uses. Planning Commission review is required as set forth in the Conditional Uses chapter of the Development Code.

~~In addition, after the Planning Commission has reviewed the requested conditional use, it shall forward its recommendation concerning said use to the City Council.~~

~~The City Council shall review the use and the Planning Commission recommendation and shall then either deny or permit the conditional use and shall impose such requirements and conditions necessary for the protection of adjacent properties and the public welfare and in conformance with the provisions of the ordinance, particularly the ordinance establishing standards for conditional uses.~~

~~All responsibilities delegated to the Planning Commission in the Standards for Conditional Uses section of the Conditional Use chapter of the Development Code shall be the responsibility of the City Council for the purposes of this zone.~~

~~All relevant time periods shall refer to the date of action of the City Council.~~

- a. Animal Kennel, Veterinary Office

- b. Arcade
- c. Automotive Self-Service Station
- d. Commercial Retail Sales and Service over 10,000 square feet for the entire development site
- e. Recreation Center (Outdoor)
- f. Restaurant, Drive-Inn
- g. Commercial Parking Garage
- h. Industry, Light
- i. Park and Ride Facilities



## ORDINANCE 19-11

AN ORDINANCE AMENDING TITLE 15A OF THE REVISED ORDINANCES OF SANDY CITY (THE LAND DEVELOPMENT CODE), 2008, CHAPTER 19-03, "SD-MU MIXED USE" TO ALLOW FOR ALCOHOLIC BEVERAGE SINGLE EVENT PERMITS AND ALCOHOLIC BEVERAGE TEMPORARY BEER PERMITS; ALSO PROVIDING A SAVING CLAUSE AND EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, a request has been made to amend Title 15A of the Revised Ordinances of Sandy City (the Land Development Code), 2008, Chapter 19-03, "SD-MU Mixed Use" by revising the permitted uses in the zone to allow for alcoholic beverage single event permits and alcoholic beverage temporary beer permits; and

WHEREAS, the Planning Commission held a public hearing on April 18, 2019 which meeting was preceded by notice by publication in the Salt Lake Tribune on April 4, 2019, and by posting in Sandy City Hall, the Sandy City Parks & Recreation Building, Salt Lake County Library-Sandy, and the Utah Public Notice Website - <http://pmn.utah.gov> on March 27, 2018; and

WHEREAS, following the public hearing before the Planning Commission, the Commission recommended the amendment to the City Council; and

WHEREAS, a public meeting was held by the Sandy City Council on April 23, 2019 to consider adoption of the proposed amendment, which meeting was preceded by publication in the Salt Lake Tribune, on April 4, 2019, and by posting in Sandy City Hall, the Sandy City Parks & Recreation Building, Salt Lake County Library-Sandy, on the Sandy City Website - <http://www.sandy.utah.gov>, and the Utah Public Notice Website - <http://pmn.utah.gov>, on March 27, 2019; and

WHEREAS, the City Council has been given specific authority in Title 10, Chapter 9a, Utah Code Ann. to adopt a zoning plan, including an ordinance and map which divide the municipality into districts or zones, and within such districts to regulate the erection, construction, reconstruction, alteration, repair and uses of buildings and structures, and the uses of land; and

WHEREAS, the State legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the City to pass ordinances which are reasonably and appropriately related to the objectives of that power, i.e., providing for the public safety, health, morals, and welfare; and

WHEREAS, the foregoing legitimate governmental objectives are achieved by reasonable means, in that any adverse impact on private property value or use has been carefully balanced against the corresponding gain to the public; and the regulations have been calculated, on recommendation of City planning staff to permit property owners to beneficially use their properties for the practical purposes to which the property is reasonably adaptable; and procedures have been established by the Land Development Code and Utah Code Ann. whereby appeals can be heard and decided if it is alleged that there is legislative or administrative error, or where a special exception or variance to the ordinance is required.

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

Section 1. Amendment. Title 15A is amended as shown on **Exhibit "A"**, which is attached hereto and by this reference made a part hereof.

Section 2. Severable. If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance or the application thereof to other persons and circumstances, but shall be confined in its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted if such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section 3. Effective. This ordinance shall become effective upon publication of a summary thereof.

ASSESSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Kristin Coleman-Nicholl  
Sandy City Council

ATTEST:

\_\_\_\_\_  
City Recorder

PRESENTED to the Mayor of Sandy City for his approval this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Kurt Bradburn  
Mayor

ATTEST:


\_\_\_\_\_  
City Recorder

PUBLISHED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



# Community Arts MEMO

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DATE: April 11, 2019  
TO: City Council via Planning Commission  
FROM: Mearle Marsh - Community Arts   
RE: Alcohol Permits at the Sandy Amphitheater

## **BACKGROUND:**

One of the most asked questions over the years at the Amphitheater has been, “Where can I buy a beer?” In our patron surveys when we ask, “What can we do better?”, the top response is – sell beer. We have a unique challenge in that we allow outside food and drink, partially because the city wanted it to have a community feel, and because we don’t have enough infrastructure to service the number of people that attend the venue. This has led to the unintended consequence of people “sneaking” alcohol into the venue. We don’t allow alcohol, but the venue is not “dry”.

Currently, we don’t have the ability to check every bag, and if we did, how do you know what someone has in their thermos, or McDonalds cup? Upon implementing alcohol sales, we will use some of the revenue derived from sales to hire professional security personnel who know what to look for and how to communicate with the patrons. This change would mandate all liquids brought in by guests be in “factory sealed” containers. It will be part of the requirement of the Permit from the DABC (Department of Alcoholic Beverage Control).

When we sell the alcohol, we will be better able to control the amount of consumption by keeping out personal supplies, monitoring the number of drinks and setting a time to stop sales. This will help prevent patrons from drinking too much and becoming a distraction.

We will not sell beer at every event. We will target events we feel have the best possibility of financial success (National Acts, Country Acts, etc.) and avoid events that will be less successful (Children’s Shows, the summer musical and events like Ryan Shupe and Peter Breinholt). As part of our communication with the patrons, it will be clear whether alcohol will be sold or not at a specific event. However, I want to stress that in past years, there has been alcohol consumed (illegally) at every show at the amphitheater. We are working to get this under control.

## **HIGHLIGHTS:**

- New Point of Sale locations for beer only:
  - There will be locations throughout the venue
- Wristband/ID locations (separate from beer sales locations):

- You have to obtain a wristband to purchase beer. At these locations you will show your ID to prove you're legal to buy. Only patrons with wristbands will be allowed to purchase and consume beer. You can only buy two beers at a time, but can only have one at a time while consuming.
- Security checking bags and coolers at the gates:
  - This special permit requires us to check bags and not allow any outside alcohol into the venue. We will contract with professional security firms who are trained in how to do this properly and efficiently.
- Factory sealed liquids only allowed in venue:
  - To prevent the sneaking of alcohol into the venue.
- Training for ID checkers:
  - This is a three-hour training that our volunteer ushers will be required to take so they know how to properly check IDs.
- One usher for every 50 patrons:
  - This is a requirement of the permit. We will need to provide one usher for every 50 patrons to help monitor compliance to the consumption rules.
- We would apply for three (3) separate thirty-day beer permits:
  - which would allow us to sell Utah permitted alcohol by volume beer only, not the "heavy" beers.
- We would identify at which shows we will sell beer:
  - We do not plan on selling beer at every event and we will notify ticket holders as part of our "Know Before You Go" program as to whether beer will be sold at the event or not.