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ROGER BOURKE

TOWN COUNCIL
CAROLYN ANCTIL
JOHN BYRNE
SHERIDAN DAVIS
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Consent Agenda

September 13, 2023 Alta Town Council Meeting

Updated on 9/12/23 to include project budget tracking document

Please note the following sections are each hyperlinked to help you navigate straight to a section of interest.

Staff Reports

Financial Materials

Minutes

Page numbers refer to the header numbers on the top left of the page in blue.

Alta Town Council

Staff Report

To: Town Council
From: Chris Cawley, Interim Town Manager
Re: Consent Agenda Staff Report
Date: September 6, 2023
Attachments:

Thank You For Your Support!

Thank you to all my colleagues on the Town of Alta Staff and to the council for your support and patience while I transition into the role of town manager. I recently enjoyed 2 weeks of vacation in New England seeing family and taking in a change of scenery, and I am energized to take on the job after settling in over the summer months.

Assistant Town Manager Job Posting

The Town of Alta is hiring for the position of assistant town manager. The assistant town manager will provide comprehensive support to the town manager with an emphasis on implementing projects and managing certain programs. The posting closes on September 29th, and it is available on the Town of Alta website here: https://townofalta.com/wp-content/uploads/2023/08/2023-8-28-Assistant-Town-Manager-Posting-FINAL.pdf.

Projects Update

- *Alta Central Generator:* The Town signed a purchase agreement with the vendor for a new generator and the unit is in Salt Lake City. We expect to receive a proposal from a contractor to remove the old generator and install the new unit.
- *Grizzly Gulch Waterline Replacement:* The project is complete, aside from revegetation, which will be completed in October.
- *Peruvian Estates Waterline Replacement:* The contractor finally broke ground after several weeks of delays and the project should be completed by the end of September.
- *Remote Read Water Meters:* We are working with Service Area #3 to identify scheduling opportunities to install the next phase of new, remote-read water meters.
- *AMO Inventory Management Closet:* The Town hired a plumber to disconnect a large, defunct sewage storage tank that occupies a portion of the footprint for this project in the firehouse garage. We still need to remove the tank before we can purchase and install the elements of the "closet," but figuring out the status of the tank and rerouting the plumbing around it was a big step that will create more space in the firehouse.
- *AMO Phase II Radio Upgrade:* AMO received a quote for 6 radios and will complete the purchase.
- *Tom Moore Historic Structure Feasibility:* I have scheduled an on-site meeting with an architect who specializes in historic preservation and restoration to discuss a potential

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scope of work for a feasibility study-type project to help the town plan for maintenance and use of the structure.

- *ATV:* We purchased and took delivery of a new ATV for use by the AMO and building maintenance employees in August.
- *Sewer study:* While the projects plan does not explicitly authorize a sewer master plan or any other stand-alone projects related to the sewer system, the town council has discussed funding a project to identify and plan for future repairs and improvements to the sewer system. I recently met with a civil engineer to discuss a potential scope of work and will update the council on any further progress toward a project going forward.
- *Town Shuttle:* Staff received commitments from almost all the funders of last year's shuttle service programs. The Town anticipates service costing roughly $230,000 in 23-24 and has received roughly $215,000 in funding commitments. The next steps are to define the scope of service to be offered in 23-24, collect contributions, and contract with a shuttle service vendor.

Comms Outage

On September 5th, crews working on the Rocky Mountain Power project to reduce wildfire hazard associated with the power line in the lower canyon severed the fiber optic cable that provides a substantial amount of the cellular and internet connectivity in Little Cottonwood Canyon including at Alta and Snowbird. This led to a significant, canyon-wide communications outage that lasted until the early morning hours of September 6th. Town staff identified a solution to restore a telephone connection to Alta Central over a DSL connection the Town maintains for emergency circumstances, although it was of limited utility given the prevalence of the use of cell phones to contact Alta Central. The connection was restored in the early AM hours of September 6th and was working normally throughout the following day.

Alta Planning Commission

The Alta Planning Commission is tentatively scheduled to meet on Tuesday, September 26th to consider a request to amend a subdivision plat to allow a condominium owner to build a deck in what is currently homeowners association common area.

Alta Town Council

Staff Report:
August 9, 2023

To: Town Council
From: Jen Clancy, Town Clerk & Molly Austin, Deputy Town Clerk
Date Written: September 6, 2023

Town Clerk – Jen

- Truth in Taxation – the County and State were notified the council passed the new rate.
- The budget report in this consent agenda has been formatted to include both FY 2023 (ended June 30) and FY 2024 numbers.
- Preparing for the FY23 audit has begun. A heads up that Steve Rowley, our accountant will join the Town Council meeting to provide an update on the balance sheet, preparations for the audit, and to review his memo on long term interfund loan.
- Posted the Assistant Town Manager position. Applications due September 29th at noon. More details here: https://townofalta.com/town-government/job-openings/
- Elections – We will hold the general election on November 21, 2023 for two, 4-year town council seats. More information can be found on our website: https://townofalta.com/town-services/voting-elections/

Deputy Town Clerk - Molly

- Council Meeting Dog License Reporting: Temporary dog licenses issued with a start date between 8/5/2023 – 9/6/2023
  - Amarante, Joe (8 days) 8/16/2023
  - Watson, Case (4 days) 8/17/2023
  - Fett, George (30 days) 8/21/2023
  - Padilla, Juan (1 day) 8/25/2023
  - Decker, James (19 days) 8/26/2023
  - Goodson, Sarah (30 days) 9/1/2023
- Prepping for Business License Renewals

Alta Justice Court - Molly

- The Alta Justice Court is in operation. Court is held monthly in a virtual setting.
  - Next court date – Thursday, September 21 at 5:30 PM
- Continued training for Court Clerk Certification

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Department Incident Activity Report

Date Reported: **07/28/2023 - 08/31/2023** | Show Subclasses: **True**

ALTA MARSHAL'S OFFICE
PO BOX 8016
ALTA, UT 84092
801.742.3522
AMO@TOWNOFALTA.COM

Classification	Events Rptd	Unfounded	Actual	Clr Arrest	Clr Exception	Clr Juveniles	Total Clr	Percent Clr
AGENCY ASSIST	3	0	3	0	0	0	0	0.0
Assist Other Agency	3	0	3	0	0	0	0	0.0
ALARM	1	0	1	0	0	0	0	0.0
Residential Alarm	1	0	1	0	0	0	0	0.0
ANIMAL PROBLEM	1	0	1	0	0	0	0	0.0
Dead Animal	1	0	1	0	0	0	0	0.0
CITIZEN	1	0	1	0	0	0	0	0.0
ASSIST	1	0	1	0	0	0	0	0.0
CIVIL PROBLEM	1	0	1	0	0	0	0	0.0
Civil Dispute	1	0	1	0	0	0	0	0.0
ENVIRONMENTAL INCIDENT	1	0	1	0	0	0	0	0.0
DEBRIS FLOW	1	0	1	0	0	0	0	0.0
FOREST SERVICE	57	0	57	0	0	0	0	0.0
PATROL	57	0	57	0	0	0	0	0.0
FORGERY	1	0	1	1	0	0	1	100.0
Possess Counterfeited Documents	1	0	1	1	0	0	1	100.0
MEDICAL	1	0	1	0	0	0	0	0.0
EMERGENCY	1	0	1	0	0	0	0	0.0
MISCELLANEOUS	1	0	1	0	0	0	0	0.0
MISCELLANEOUS INCIDENTS	1	0	1	0	0	0	0	0.0
MOTORIST	10	0	10	0	0	0	0	0.0
ASSIST	10	0	10	0	0	0	0	0.0
ORDINANCE VIOLATION	1	0	1	0	0	0	0	0.0
Ordinance Violation	1	0	1	0	0	0	0	0.0
PARKING	1	0	1	0	0	0	0	0.0
PROBLEM	1	0	1	0	0	0	0	0.0
PROPERTY	2	0	2	0	0	0	0	0.0
Lost Property	2	0	2	0	0	0	0	0.0
SEARCH/RESCUE	2	0	2	0	0	0	0	0.0
Search/Rescue, Mountain	2	0	2	0	0	0	0	0.0
SEXUAL ASSAULT	1	0	1	0	0	0	0	0.0
Sexual Assault, Carnal Abuse	1	0	1	0	0	0	0	0.0
SUSPICIOUS	1	0	1	0	0	0	0	0.0
Suspicious Person	1	0	1	0	0	0	0	0.0
THEFT	1	1	0	0	0	0	0	0.0
Larceny, From Building	1	1	0	0	0	0	0	0.0
TRAFFIC	18	0	18	0	0	0	0	0.0

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VIOLATION	18	0	18	0	0	0	0	0.0
TRAFFIC ACCIDENT	4	0	4	0	0	0	0	0.0
Traffic Accident, Injury	2	0	2	0	0	0	0	0.0
Traffic Accident, Vehicle Damage	2	0	2	0	0	0	0	0.0
TRESPASSING	1	0	1	0	0	0	0	0.0
Trespassing, Private Property	1	0	1	0	0	0	0	0.0
WATERSHED OFFENSE	2	0	2	0	0	0	0	0.0
ANIMALS	2	0	2	0	0	0	0	0.0
Event Totals	112	1	111	1	0	0	1	0.9

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UNIFIED FIRE AUTHORITY

UFA Report September 2023

Strategic Plan update: The Strategic Plan Workgroup recently completed an internal survey of the organization soliciting feedback on the strengths, weaknesses opportunities and challenges facing UFA. During the first two weeks of September, we are conducting a similar process in our communities to get their feedback on those same areas. Once completed, the group will begin drafting the plan. The goal is to have it to the UFA Board for consideration by year's end.

Construction update: Crews have moved into Eagle Mountain station 253 and will soon move into 251 A grand opening for both will be held at station 253 on September 18th. Following that, a community pancake breakfast will be held on Saturday September 23, also at station 253.

Recruitment Efforts: UFA had 334 candidates participate in a written test with the top 101 invited to participate in an oral board and physical agility test. Of those, 90 have now been banded into categories A through F. UFA is looking to hire a total of 36 new recruits to start camp early next year.

Task Force 1 Deployment: To assist with the Maui Wildfires, Utah Task Force 1 sent 4 personnel to help conduct the search for missing persons. Two were sent from UFA operations, as well as a physician and human-remains-detection canine team. The personnel returned home the last week of August. UT-TF1 is currently focusing on storm activity in the Gulf of Mexico and Atlantic Ocean for a possible hurricane response between now and late October.

Retirements: UFA Engineer Eddie Walden announced his retirement after 25 years in fire service. He started his career with South Salt Lake before moving to UFA 16 years ago. He spent the last 10 years of his career at station 115 in Copperton.

Promotions: UFA has 5 promotions in September led by new Battalion Chief Nathan Kay who was previously a Heavy Rescue Captain at station 117 in Taylorsville. Also being promoted are Paramedics Megan Fenton, Sarai Wilding and Thomas Apgood, as well as Heavy Rescue Tech Travis Pharmer.

Chipper Days: September 12-14

The Town of Alta and Unified Fire Authority (UFA) will offer "Chipper Days" on September 12-14, when the UFA Wildland Fuels Crew will be in Alta to help residential property owners mitigate hazardous wildland fire fuels on their properties.
To participate in this opportunity, follow these guidelines for collecting and stacking fuels on your property, and email Chris Cawley at Ccawley@townofalta.com to confirm you intend to participate. Please have fuels assembled and stacked per the instructions in the above guidelines by 7 AM, September 12th.

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Town of Alta

Account Balance Summary

	GENERAL FUND	8/31/2023
01-11610	PTIF - General Fund	2,652,787
10-12640	PTIF - C Road Funds (restricted)	70,007
10-12710	PTIF - Post-Employment (restricted)	98,736
10-12700	PTIF - Beer Fund (restricted)	25,763
10-12690	PTIF - Impact Fee (restricted)	19,917
01-11110	KeyBank	227,201
01-11215	Keybank PO	1,406
	Total	**3,095,818**

	CAPITAL PROJECTS FUND	8/31/2023
45-12100	Capital Projects Fund (restricted)	638,406
	Total	**638,406**

	WATER FUND	8/31/2023
51-11140	PTIF Water (restricted)	696,573
	Total	**696,573**

	SEWER FUND	8/31/2023
52-11130	PTIF Sewer (restricted)	548,445
	Total	**548,445**

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Account Number	Account Title	2022-23 Prior year YTD Actual	2022-23 Approved Budget	2023-24 Current year YTD Actual: 9/6/23	2023-24 Approved 8/9/23 Budget
COMBINED BUDGET SUMMARY: GF, Cap-Ex, Water, Sewer					
REVENUE					
Property Tax		253,115	265,918	4,812	405,165
Sales Tax		1,984,166	1,943,466	66,747	1,868,000
Other Taxes: Municipal Energy, Tele		113,342	96,489	9,761	91,150
Town Services:					
Permits, Licensing, Court Fines, Impact Fees		113,570	143,850	11,882	143,475
Sewer		158,648	159,431	34,453	197,000
Water		316,020	316,789	70,494	318,142
Restricted Gov Grants (County, USFS, SLC, 4th .25, PO, UDOT)		142,298	129,785	5,893	104,250
Misc Revenue		190,762	163,798	35,548	282,000
	Total Revenue	**3,271,920**	**3,219,526**	**239,590**	**3,409,182**
EXPENSES					
Alta Justice Court		25,290	31,725	3,013	39,422
Economic Development		0	0	0	400
Government Administration					
Financial Preparation		97,831	116,707	637	125,717
General Operations		227,047	259,268	0	280,542
Town Services & Programs		158,019	203,752	9,094	172,929
Land Use Planning, Building Inspections, Zoning		142,361	168,564	22,429	175,581
Post Office		39,747	42,714	7,545	43,320
Public Safety					
Employees: Salaries and Benefits		865,819	984,916	177,977	1,142,767
Equipment: Resources to Complete Work		142,880	156,150	28,189	212,000
Recycling		21,671	21,800	1,785	24,300
Sewer		163,670	159,431	3,623	187,000
Town Council: Salaries, Training, Admin		72,075	81,585	4,787	92,472
Transportation		82,968	116,290	13,461	295,570
Water		164,696	198,691	12,601	219,195
Misc. Expenses		0	1,200	0	1,200
	Total Expenses (w/o CapEx Projects)	**2,204,074**	**2,542,794**	**285,142**	**3,012,415**
Capital Improvement Projects		102,701	228,660	112,045	835,944
	Total Expenses	**2,306,775**	**2,771,454**	**397,186**	**3,848,359**
COMBINED BUDGET SUMMARY					
Net Difference		**1,067,847**	**676,732**	**-45,552**	**396,767**
NET "GRAND" TOTAL - ALL 4 FUNDS BUDGET MUST = Zero		**965,145**	**(7,999.00)**	**(253,200)**	**0**

TOWN OF ALTA
COMBINED CASH INVESTMENT
AUGUST 31, 2023

COMBINED CASH ACCOUNTS

01-11110	CASH IN CHKG-KEY BANK-COMBINED	136,306.40
01-11115	CASH - PAYROLL TAX ACCOUNT	140.81
01-11215	CASH - CONTRACT POST OFFICE	905.73
01-11310	PETTY CASH	50.00
01-11400	RETURNED CHECKS - CLEARING	125.00
01-11610	CASH IN PTIF GENERAL	2,568,023.86
01-11710	CASH CLEARING -AR	(87,104.09)
	TOTAL COMBINED CASH	2,618,447.71
01-10100	TOTAL ALLOCA TO OTHER FUNDS	(2,618,447.71)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	2,684,198.65
45	ALLOCATION TO CAPITAL PROJECT FUND	4,008.48
51	ALLOCATION TO WATER FUND	(91,425.91)
52	ALLOCATION TO SEWER FUND	21,666.49
	TOTAL ALLOCATIONS TO OTHER FUNDS	2,618,447.71
	ALLOCATION FROM COMBINED CASH FUND - 01-10100	(2,618,447.71)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

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TOWN OF ALTA
BALANCE SHEET
AUGUST 31, 2023

GENERAL FUND

	ASSETS			
10-10100	CASH - COMBINED FUND		2,684,198.65	
10-12640	CASH IN PTIF - C ROAD FUND		70,007.47	
10-12690	IMPACT FEE FUND PTIF		19,917.13	
10-12700	BEER TAX FUNDS PTIF		25,763.39	
10-12710	POST EMPLOYMENT BENEFIT PTIF		98,736.31	
10-13110	ACCOUNTS RECEIVABLE		21,321.98	
10-13200	DUE FROM OTHER GOVERNMENTS		73,918.02	
10-13510	TAXES RECEIVABLE - CURRENT		4,811.79	
10-13700	PROP TAX RECEIVABLE - CURRENT		400,165.00	
10-14210	DUE FROM OTHER FUNDS		358,370.00	
	TOTAL ASSETS			3,757,209.74
	LIABILITIES AND EQUITY			
	LIABILITIES			
10-21310	ACCOUNTS PAYABLE		(6,551.37)	
10-21500	WAGES PAYABLE		10,860.88	
10-22200	RETIREMENT PAYABLE		2,037.93	
10-22210	FICA PAYABLE		1,264.55	
10-22220	FEDERAL WITHHOLDING PAYABLE		1,621.05	
10-22230	STATE WITHHOLDING PAYABLE		669.97	
10-22500	HEALTH & DENTAL INS PAYABLE		(80.23)	
10-22555	FLEX/CAFETERIA WITHHOLDING		224.81	
10-22600	REVEGETATION DEPOSITS		21,760.00	
10-22700	DEFERRED REVENUE/PROPERTY TAX		400,165.00	
10-22725	EMPLOYEE 401K WITHHOLDING		1,121.72	
10-22755	EMPLOYEE ROTH IRA WITHHOLDING		156.43	
	TOTAL LIABILITIES			433,250.74
	FUND EQUITY			
10-27515	NONSPENDABLE		14,371.00	
10-27550	C-ROAD FUND RESERVE		10,154.12	
10-27570	RESERVE-POST EMPLOYMENT		30,000.00	
10-27640	ASSIGNED FUND BALANCE		38,574.00	
	UNAPPROPRIATED FUND BALANCE:			
10-29800	BALANCE - BEGINNING OF YEAR	3,416,791.28		
	REVENUE OVER EXPENDITURES - YTD	(185,931.40)		
	BALANCE - CURRENT DATE		3,230,859.88	
	TOTAL FUND EQUITY			3,323,959.00
	TOTAL LIABILITIES AND EQUITY			3,757,209.74

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TOWN OF ALTA
BALANCE SHEET
AUGUST 31, 2023

CAPITAL PROJECT FUND

	ASSETS			
45-10100	CASH - COMBINED FUND		4,008.48	
45-12100	RESTRICT CASH-CAPITAL IMPROVE		638,405.66	
	TOTAL ASSETS			642,414.14
	LIABILITIES AND EQUITY			
	FUND EQUITY			
	UNAPPROPRIATED FUND BALANCE:			
45-29800	BEGINNING OF YEAR	648,540.57		
	REVENUE OVER EXPENDITURES - YTD	(6,126.43)		
	BALANCE - CURRENT DATE		642,414.14	
	TOTAL FUND EQUITY			642,414.14
	TOTAL LIABILITIES AND EQUITY			642,414.14

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TOWN OF ALTA
BALANCE SHEET
AUGUST 31, 2023

WATER FUND

	ASSETS			
51-10100	CASH - COMBINED FUND		(91,425.91)	
51-11140	PTIF CAPITAL ACQUISTION-WATER		696,264.79	
51-13110	ACCOUNTS RECEIVABLE		100,962.40	
51-16310	WATER DISTRIBUTION SYSTEM		2,050,911.46	
51-16510	MACHINERY AND EQUIPMENT		17,922.82	
51-17500	ACCUMULATED DEPRECIATION		(1,255,424.23)	
	TOTAL ASSETS			1,519,211.33
	LIABILITIES AND EQUITY			
	LIABILITIES			
51-21310	ACCOUNTS PAYABLE		1,631.67	
51-22620	DUE TO OTHER FUNDS - LONGTERM		358,370.00	
	TOTAL LIABILITIES			360,001.67
	FUND EQUITY			
51-26520	NET INVESTMENT/CAPITOL ASSETS		1,068,497.00	
	UNAPPROPRIATED FUND BALANCE:			
51-29800	UNRESTRICTED NET POSITION	132,915.49		
	REVENUE OVER EXPENDITURES - YTD	(42,202.83)		
	BALANCE - CURRENT DATE		90,712.66	
	TOTAL FUND EQUITY			1,159,209.66
	TOTAL LIABILITIES AND EQUITY			1,519,211.33

TOWN OF ALTA
BALANCE SHEET
AUGUST 31, 2023

SEWER FUND

	ASSETS			
52-10100	CASH - COMBINED FUND		21,666.49	
52-11130	PTIF CASH RESTRICTED		548,445.33	
52-13110	ACCOUNTS RECEIVABLE		55,394.92	
52-16310	SEWER SYSTEM		848,217.93	
52-17500	ACCUMULATED DEPRECIATION		(688,145.81)	
	TOTAL ASSETS			785,578.86
	LIABILITIES AND EQUITY			
	LIABILITIES			
52-21310	ACCOUNTS PAYABLE		(11.00)	
	TOTAL LIABILITIES			(11.00)
	FUND EQUITY			
52-26520	NET INVESTMENT/CAPITAL ASSESTS		290,453.00	
	UNAPPROPRIATED FUND BALANCE:			
52-29800	UNRESTRICTED NET POSITION	464,206.82		
	REVENUE OVER EXPENDITURES - YTD	30,930.04		
	BALANCE - CURRENT DATE		495,136.86	
	TOTAL FUND EQUITY			785,589.86
	TOTAL LIABILITIES AND EQUITY			785,578.86

Account Number	Account Title	2022-23 Prior year YTD Actual 6/30/2023	2022-23 Approved Budget 6/30/2023	2022-23 NOTES Budget 6/30/2023	2023-24 Current year YTD Actual: 9/6/23 6/30/2024	2023-24 Approved 8/9/23 Budget 6/30/2024	2023-24 NOTES Budget 6/30/2024	2023-24 Percent of Budget
GENERAL FUND REVENUE								
TAXES								
10-31-100	CURRENT YEAR PROPERTY TAXES	238,968	251,771		4,812	400,165	truth in taxation, matching tax commisson #	1%
10-31-101	TAX INCREMENT - CRA	0	0		0	0		0%
10-31-200	PRIOR YEAR PROPERTY TAXES	14,147	14,147	reflecting actual	0	5,000		0%
10-31-300	SALES AND USE TAXES	1,984,166	1,943,466	includes April #s	66,747	1,868,000	sales (1.8M), 0.1% RR (68k)	4%
10-31-310	4th .25 TAX	52,010	42,000		2,251	39,200	avg of previous 3 years	6%
10-31-400	ENERGY SALES AND USE TAX	107,367	90,000		8,707	85,000		10%
10-31-410	TELEPHONE USE TAX	5,975	6,489		1,053	6,150	avg of previous 3 years	17%
Total TAXES:		2,402,633	2,347,873		83,571	2,403,515		3%
LICENSES AND PERMITS								
10-32-100	BUSINESS LICENSES AND PERMITS	20,476	20,500		174	20,500		1%
10-32-150	LIQUOR LICENSES	5,900	5,675		0	5,675		0%
10-32-210	BUILDING PERMITS	19,961	49,000	avg of previous 3 years	4,921	49,000	avg of previous 3 years	10%
10-32-220	PARKING PERMITS	19,010	14,375		0	14,000		0%
10-32-250	ANIMAL LICENSES	14,765	14,000		870	14,000		6%
Total LICENSES AND PERMITS:		80,112	103,550		5,965	103,175		6%
INTERGOVERNMENTAL REVENUE								
10-33-100	WFRC MATCHING GRANT	0	0		0	0		0%
10-33-200	SALT LAKE CITY	0	0		0	0		0%
10-33-275	SLC TRAILS	17,311	14,312	12K cecret lake project under budget, kiosk 1.9k	0	0	completed in FY23	0%
10-33-300	COUNTY - COMMUNITY DEVELOPMENT	0	0		0	0		0%
10-33-350	COUNTY - TRANSPORTATION	0	0		0	0		0%
10-33-375	COUNTY - ZAP	0	0		0	0		0%
10-33-400	STATE GRANTS	8,874	8,450	kiosk project under budget	0	0		0%
10-33-450	FEDERAL GRANTS	0	0		0	0		0%
10-33-560	CLASS C" ROAD FUND ALLOTMENT"	14,080	15,000		0	15,000		0%
10-33-580	STATE LIQUOR FUND ALLOTMENT	5,073	5,073		0	5,100		0%
10-33-600	SISK	3,000	3,000		0	3,000	FS help with summer rd patrol	0%
10-33-650	POST OFFICE	21,850	21,850		3,642	21,850		17%
10-33-700	UDOT	8,000	8,000		0	8,000	plus $15k UDOT/Tom Moore toilet ?	0%
Total INTERGOVERNMENTAL REVENUE:		78,188	75,685		3,642	52,950		7%
CHARGES FOR SERVICES								
10-34-240	REVEGETATION BONDS	0	2,000		0	2,000		0%
10-34-430	PLAN CHECK FEES	10,979	15,000		2,971	15,000		20%
10-34-550	PLANNING COMM REVIEW FEES	0	300		300	300		100%
10-34-600	GLASS RECYCLING	0	0		0	0		0%
10-34-760	FACILITY CENTER USE FEES	0	0		0	0		0%
10-34-810	IMPACT FEES	2,000	2,000		0	2,000		0%
Total CHARGES FOR SERVICES:		12,979	19,300		3,271	19,300		17%

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FINES AND FORFEITURES								
10-35-100	COURT FINES	20,478	21,000	reduced	2,646	21,000	reduced	13%
Total FINES AND FORFEITURES:		20,478	21,000		2,646	21,000		13%
MISCELLANEOUS REVENUE								
10-36-100	INTEREST EARNINGS	83,673	61,098		27,803	40,000		70%
10-36-300	OTHER FINANCING SOURCES	0	0		0	0		0%
10-36-400	SALE OF FIXED ASSETS	21,700	21,700	sale 2013 tacoma	0	16,000	sale 2015 tacoma, ATV	0%
10-36-620	MISCELLANEOUS	51,868	50,000	UTA in lieu bus $	1,262	204,000	Alta Resort Shuttle ($65k ACVB, $50k UTA, $44k ASL/lodging partners)	1%
10-36-700	CONTRIB FROM PRIVATE SOURCES	8,000	8,000	ranger program (FOA, ASL)	0	8,000	ranger program (FOA, ASL)	0%
10-36-800	DONATIONS	0	0		0	0		0%
10-36-810	METERING	12,100	12,100		0	12,100	ski areas split, town issues payments	0%
10-36-820	4x4 ENFORCEMENT	0	0		0	0		0%
10-36-900	SUNDRY REVENUES	1,720	4,000		760	4,000		19%
10-36-910	REFUNDABLE SALES TAX	0	0		0	0		0%
Total MISCELLANEOUS REVENUE:		179,061	156,898		29,825	284,100		10%
TRANSFERS INTO GENERAL FUND								
10-39-200	USE OF UNRESERVED FUND BALANCE	0	0		0	0		0%
10-39-250	USE OF RESERVED FUNDS	0	36,297	Post Employment Fund: JHG (check w steve on JE)	0	8,250	Post Employment Fund: JHG	0%
10-39-400	TRANSFERS FROM CAP PROJ FUND	0	0		0	0		0%
10-39-410	TRANSFERS FROM IMPACT FUND	0	4,500	Impact to GF: Craig Elliot study 10-75-740 (check w steve on JE)	0		moved back to FY23	0%
10-39-420	TRANSFERS FROM SEWER FUND	0	0		0	0		0%
10-39-430	TRANSFERS FROM WATER FUND	0	0		0	0		0%
Total TRANSFERS INTO GENERAL FUND:		0	40,797		0	8,250		0%
	GENERAL FUND Revenue Total:	**2,773,451**	**2,724,306**		**128,920**	**2,884,040**		4%
	GENERAL FUND Transfer IN Total:	**0**	**40,797**		**0**	**8,250**		0%
	CASH AVAILABLE FOR GENERAL FUND	**2,773,451**	**2,765,103**		**128,920**	**2,892,290**		4%

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GENERAL FUND EXPENSES								
LEGISLATIVE								
10-41-110	SALARIES - MAYOR AND COUNCIL	18,000	18,000		3,000	18,000		17%
10-41-120	REMUNERATION	0	0		0	0		0%
10-41-130	EMPLOYEE BENEFITS	0	0		0	100		0%
10-41-131	EMPLOYER TAXES	1,431	1,300		239	1,500		16%
10-41-230	TRAVEL	0	1,500		0	1,000		0%
10-41-280	TELECOM	0	200		0	0		0%
10-41-330	EDUCATION AND TRAINING	1,531	1,500	mid-year conf st george	495	4,000		12%
10-41-620	MISCELLANEOUS	27	250		20	250		8%
Total LEGISLATIVE:		20,989	22,750		3,754	24,850		15%
COURT								
10-42-110	SALARIES AND WAGES	16,331	15,000	Judge and 15% DTC	1,528	20,722	Judge and 15% DTC	7%
10-42-130	EMPLOYEE BENEFITS	109	125		0	125		0%
10-42-131	EMPLOYER TAXES	1,247	1,000		121	1,825		7%
10-42-230	TRAVEL	100	600		24	750	updated	3%
10-42-240	OFFICE SUPPLIES AND EXPENSE	20	500		0	500		0%
10-42-280	TELEPHONE	0	0		0	0		0%
10-42-310	PROFESSIONAL & TECHNICAL	0	100		0	100		0%
10-42-330	EDUCATION & TRAINING	125	500		100	1,500	2 conferences	7%
10-42-480	INDIGENT DEFENSE SVCS	0	2,400		0	2,400		0%
10-42-481	VICTIM REPARATION SURCHARGE	6,816	11,000		1,216	11,000		11%
10-42-620	MISCELLANEOUS SERVICES	542	500		23	500		5%
Total COURT:		25,290	31,725		3,013	39,422		8%

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		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved 8/9/23	NOTES	Percent of Budget
Account Number	Account Title	YTD Actual	Budget	Budget	YTD Actual: 9/6/23	Budget	Budget	
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024	6/30/2024	
ADMINISTRATIVE								
10-43-110	SALARIES AND WAGES	249,976	278,000		41,733	277,469	Interim Manager, No ATA for first Q	15%
10-43-111	PERFORMANCE BONUS	6,100	6,100	$1.5k for year-end bonus	0	4,600		0%
10-43-130	EMPLOYEE BENEFITS	834	2,000		708	2,000		35%
10-43-131	EMPLOYER TAXES	22,924	22,240		3,867	22,198		17%
10-43-132	INSUR BENEFITS	52,387	75,180		5,079	78,187	4% increase	6%
10-43-133	URS CONTRIBUTIONS	46,582	51,904		5,380	69,000		8%
10-43-140	TERMINATION BENEFITS	38,065	36,297	JHG, special fund	8,250	8,250	JHG, special fund	100%
10-43-210	BOOKS, SUBSCRIPT & MEMBERSHIPS	3,625	3,400		940	3,500		27%
10-43-220	PUBLIC NOTICES	0	0		1,033	2,000	TNT	52%
10-43-230	TRAVEL	1,445	1,600		29	3,000		1%
10-43-240	OFFICE SUPPLIES AND EXPENSE	1,938	4,000		1,142	4,000		29%
10-43-245	IT SUPPLIES & MAINT	15,995	16,000		2,044	17,600		12%
10-43-250	EQUIPMENT/SUPPLIES & MNTNCE	132	3,500		44	4,800		1%
10-43-255	VEHICLE SUPPLIES & MAINTENANCE	0	0		0	0		0%
10-43-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	16	0		0	0	move to building maintenance dept	0%
10-43-265	VEHICLE LEASE PAYMENTS	0	0		0	0		0%
10-43-270	UTILITIES	0	0		0	0		0%
10-43-280	TELEPHONE	5,318	4,600		557	4,600		12%
10-43-310	PROFESSIONAL/TECHNICAL/SERVICE	8,518	10,000		455	10,000		5%
10-43-315	PROF CONSULTANT SERVICES	6,400	5,500	JHG contract	10,925	40,000	2/3 JHG (other 1/3 water)	27%
10-43-320	PROF/TECH/SERVICES/ACCOUNTING	3,848	10,000		0	10,000		0%
10-43-325	PROF SERVICES - LEGAL	65,408	75,000		2,102	60,000		4%
10-43-330	EDUCATION & TRAINING	1,693	2,500	ULCT, UMCA, Bus Lic, ULCT Mid-Year	610	3,000		20%
10-43-350	ELECTIONS	0	500		0	2,500		0%
10-43-440	BANK CHARGES	3,165	3,000	new protections	637	3,500	new protections	18%
10-43-500	INSURANCE DEDUCTIBLE EXPENSE	0	0		0	0		0%
10-43-510	INSURANCE AND SURETY BONDS	4,450	5,100		4,299	5,100		84%
10-43-515	WORKERS COMPENSATION INS	1,783	2,000		222	2,400		9%
10-43-610	MISCELLANEOUS SUPPLIES	216	1,000		77	1,500		5%
10-43-620	MISCELLANEOUS SERVICES	1,862	2,500	$20K fraud all recovered	2,061	3,500		59%
10-43-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0		0%
Total ADMINISTRATIVE:		542,680	621,921		92,195	642,704		14%

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MUNICIPAL BUILDINGS								
10-45-110	SALARIES AND WAGES	9,673	15,000	updated	3,103	48,706	exhance project execution	6%
10-45-111	PERFORMANCE BONUS	450	450	$200 year-end bonus	0	250		0%
10-45-130	EMPLOYEE BENEFITS	169	200		0	200		0%
10-45-131	EMPLOYER TAXES	800	1,200		247	3,896		6%
10-45-132	INSUR BENEFITS	0	0		0	0		0%
10-45-133	URS CONTRIBUTIONS	218	300		0	0		0%
10-45-255	VEHICLE SUPPLIES & MAINTENANCE	58	0		0	0		0%
10-45-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	4,643	4,000		499	5,000	modifications to first floor entry	10%
10-45-265	TOM MOORE BLDG/MNTNCE	0	0		0	0	moved to cap ex	0%
10-45-270	UTILITIES	4,805	4,600		90	4,600		2%
10-45-510	INSURANCE AND SURETY BONDS	1,084	2,500		1,141	2,500		46%
10-45-610	MISCELLANEOUS SUPPLIES	0	500		0	500		0%
10-45-740	CAPITAL OUTLAY-EQUIPMENT	0	0		0	0		0%
Total MUNICIPAL BUILDINGS:		21,899	28,750		5,079	65,652		8%
NON-DEPARTMENTAL								
10-50-330	TOWN EVENTS	2,039	2,500	Canyon Clean UP. $1.2k t shirts	98	3,500	Canyon clean up, costs increasing	3%
10-50-340	CENTRAL WASATCH COMM / CWC	15,000	15,000		15,000	15,000		100%
10-50-350	SLC COMM RENEWABLE ENERGY PROG	0	0	we already pd in FY22	0	400	our portion of customer mailer	0%
10-50-610	MISCELLANEOUS SUPPLIES	0	1,200		0	1,200		0%
10-50-620	AUDIT	10,000	10,000		0	10,000		0%
10-50-640	MISC SERVICES	51	1,000		0	1,000		0%
10-50-650	INSURANCE CLAIMS	0	0		0	0		0%
10-50-910	REFUNDABLE SALES TAX PAID	0	0		0	0		0%
Total NON-DEPARTMENTAL:		27,090	29,700		15,098	31,100		49%
TRANSPORTATION								
10-51-325	PROF & TECH SERVICES - LEGAL	3,790	10,000		0	5,000	contract renewal parking	0%
10-51-630	WFRC MATCHING GRANT FUNDS	0	0		0	0		0%
10-51-631	TRAILHEAD PROJECTS	4,461	12,290	kiosk	0	0		0%
10-51-635	MEDIAN	0	1,000		0	1,000		0%
10-51-636	EXPANDED UTA BUS SERVICE	55,000	55,000		0	0		0%
10-51-637	FLAGSTAFF LOT IMPROVEMENTS	0	0		0	0		0%
10-51-638	TRAFFIC MANAGEMENT	22	3,000		55	5,000	new road signs,	1%
10-51-640	MISCELLANEOUS	0	0		880	0	michigan city road?	0%
10-51-645	ALTA RESORT SHUTTLE	9,000	9,000		0	230,470	$82k Resort, $41k Night, $107k Town	0%
10-51-700	PARKING PERMITS	10,696	10,000	permits and plowing	0	10,000		0%
10-51-810	METERING	0	0		0	12,100	cost covered by ASL/SB in 10-36-810	0%
Total TRANSPORTATION:		82,968	100,290		935	263,570		0%

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PLANNING AND ZONING								
10-53-120	COMMISSION REMUNERATION	0	375		0	2,000	if meet every other month	0%
10-53-220	PUBLIC NOTICES	0	0		0	250		0%
10-53-230	TRAVEL	0	500		0	1,000		0%
10-53-240	OFFICE SUPPLIES AND EXPENSE	0	150		0	150		0%
10-53-310	PROFESSIONAL & TECHNICAL	1,500	5,000		0	5,000		0%
10-53-315	PROF & TECH SERVICES - LAWSUIT	0	0		0	0		0%
10-53-325	PROF & TECH SERVICES - LEGAL	8,611	10,000		1,140	10,000		11%
10-53-330	EDUCATION AND TRAINING	0	400		0	500		0%
10-53-510	INSURANCE & SURETY BONDS	3,565	3,800		3,534	3,800		93%
10-53-610	MISCELLANEOUS SUPPLIES	0	300		0	300		0%
10-53-620	MISCELLANEOUS SERVICES	63	300		0	300		0%
Total PLANNING AND ZONING:		13,738	20,825		4,674	23,300		20%

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POLICE DEPARTMENT								
10-54-110	SALARIES AND WAGES	584,292	650,000		122,901	768,147		16%
10-54-111	PERFORMANCE BONUS	16,070	16,070	$4.1k year-end bonus	0	11,970		0%
10-54-130	EMPLOYEE BENEFITS	11,465	13,000		862	15,000	updated	6%
10-54-131	EMPLOYER TAXES	48,329	52,000		9,605	61,450	updated	16%
10-54-132	INSUR BENEFITS	118,284	140,000		30,035	158,000		19%
10-54-133	URS CONTRIBUTIONS	87,378	113,846		14,574	128,200		11%
10-54-140	TERMINATION BENEFITS	0	0		0	0		0%
10-54-210	BOOKS/SUBSCRIP/MEMBERSHIPS	5,246	1,000		0	12,500	taser membership, Lexipol, Axon	0%
10-54-230	TRAVEL	623	750		0	1,000		0%
10-54-240	OFFICE SUPPLIES AND EXPENSE	406	2,000		0	1,500		0%
10-54-245	IT SUPPLIES AND MAINT	14,311	15,000		1,708	13,500	disptach console, computers	13%
10-54-250	EQUIP/SUPPLIES & MNTNCE	2,250	2,400		0	2,500		0%
10-54-255	VEHICLE SUPPLIES & MAINTENANCE	15,149	25,000		854	25,000	Stalker VMS wireless signal	3%
10-54-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	31,605	32,000	big snow removal year	3,213	59,500	ring doorbell system $5k window replacemnt	5%
10-54-265	VEHICLE LEASE PAYMENTS	60	0		0	0		0%
10-54-270	UTILITIES	9,061	8,000		617	8,000		8%
10-54-280	TELEPHONE	9,427	8,250		4,187	8,000		52%
10-54-310	PROFESS/TECHNICAL SERVICES	0	2,000		0	2,000		0%
10-54-325	PROF & TECH SERVICES - LEGAL	4,884	10,000		965	10,000		10%
10-54-330	EDUCATION AND TRAINING	4,809	9,500		1,948	10,000	police 1, armour school	19%
10-54-470	UNIFORMS	2,160	3,500		360	4,500		8%
10-54-480	SPECIAL DEPARTMENT SUPPLIES	9,308	11,000	vehicle gun mounts, body armour, taser membership, ammo	1,446	12,000	optics conversion 3k, body armour, potential hand gun purchase	12%
10-54-500	INSURANCE DEDUCTIBLE EXPENSE	0	500		0	500		0%
10-54-510	INSURANCE AND SURETY BONDS	12,136	1,400	* didn't get updated with final budget, dept still under budget	11,875	12,500	updated number based on cost	95%
10-54-515	WORKERS COMPENSATION INS	3,571	4,250		445	5,000		9%
10-54-610	MISCELLANEOUS SUPPLIES	477	2,500		80	2,500		3%
10-54-620	MISCELLANEOUS SERVICES	5,295	5,000		490	9,500	includes weather forecasting	5%
10-54-740	CAPITAL OUTLAY - EQUIPMENT	7,127	7,127	2022 tacoma setup	0	0		0%
10-54-810	METERING	12,100	12,100	alta/bird split	0	12,000	assuming continue next year	0%
10-54-820	4x4 ENFORCEMENT	0	0		0	0		0%
Total POLICE DEPARTMENT:		1,015,826	1,148,193		206,166	1,354,767		15%
ECONOMIC DEVELOPMENT								
10-55-230	TRAVEL	0	0		0	0		0%
10-55-310	ACVB CONTRIBUTION	0	0	ACVB dissolving	0	0	consider placemaking budget?	0%
10-55-480	ACVB Matching Grant Funds	0	0		0	0		0%
Total ECONOMIC DEVELOPMENT:		0	0		0	0		0%

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POST OFFICE								
10-56-110	SALARIES AND WAGES	26,907	26,245		5,097	29,249		17%
10-56-111	PERFORMANCE BONUS	1,100	1,100	$400 year-end bonus	0	700		0%
10-56-130	EMPLOYEE BENEFITS	240	300		0	300		0%
10-56-131	EMPLOYER TAXES	1,532	2,300		405	2,340	updated	17%
10-56-210	BOOKS/SUBSCRIP/MEMBERSHIPS	0	0		0	0		0%
10-56-230	TRAVEL	0	100		0	100		0%
10-56-240	OFFICE SUPPLIES & EXPENSE	351	375		0	400		0%
10-56-245	IT SUPPLIES AND MAINT	36	200	software upgrades	18	500	office software	4%
10-56-250	EQUIP/SUPPLIES AND MNTNCE	943	1,000		222	1,000		22%
10-56-260	BLDGS/GOUNDS-SUPPLIES/MNTNCE	4,244	5,000	part snowblower, carpet cleaning, snow removal	0	2,500	roof patch, shelving improvements	0%
10-56-270	UTILITIES	2,521	3,000		85	3,000		3%
10-56-280	TELEPHONE	1,691	1,800		217	1,900		11%
10-56-440	BANK CHARGES - Alta CPO Acct	0	0		0	0		0%
10-56-480	SPECIAL DEPARTMENT SUPPLIES	5	100		0	100		0%
10-56-510	INSURANCE & SURETY BONDS	694	594		612	606		101%
10-56-515	WORKERS COMPENSATION INS	329	400		41	425		10%
10-56-620	MISCELLANEOUS SERVICES	42	200		0	200		0%
10-56-630	OVERAGE & SHORT	0	0		0	0		0%
10-56-635	POST OFFICE INVENTORY	-888	0		849	0		0%
10-56-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0		0%
Total POST OFFICE:		39,747	42,714		7,545	43,320		17%
FIRE PROTECTION								
10-57-310	PROFESS/TECHNICAL SERVICES	0	0		0	0		0%
Total FIRE PROTECTION:		0	0		0	0		0%
BUILDING INSPECTION								
10-58-110	SALARIES AND WAGES	0	0		0	0		0%
10-58-120	PLAN CHECKS	2,211	3,500		285	3,500		8%
10-58-130	EMPLOYEE BENEFITS	0	0		0	0		0%
10-58-210	BOOKS, SUBSCRIPTIONS & MEMBERS	0	0		0	0		0%
10-58-230	TRAVEL	0	0		0	0		0%
10-58-280	TELEPHONE	0	0		0	0		0%
10-58-310	PROFESS/TECHNICAL INSPECTIONS	8,587	10,000		1,712	10,000		17%
10-58-325	PROF SERVICES - LEGAL	460	500		0	600		0%
10-58-330	EDUCATION AND TRAINING	0	0		0	0		0%
10-58-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0		0%
10-58-481	BUILDING PERMIT - SURCHARGES	739	750		0	500		0%
10-58-510	INSURANCE & SURETY BONDS	631	800		757	950		80%
Total BUILDING INSPECTION:		12,628	15,550		2,755	15,550		18%

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STREETS - C ROADS								
10-60-110	SALARIES AND WAGES	0	0		0	0		0%
10-60-130	EMPLOYEE BENEFITS	0	0		0	0		0%
10-60-250	EQUIP/SUPPLIES/MNTNCE	0	0		0	0		0%
10-60-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	0	4,000	work couldn't get done	0	8,000		0%
10-60-265	FLAGSTAFF LOT PAVING	0	0		0	0		0%
10-60-310	PROFESS/TECHNICAL SERVICES	0	12,000	work couldn't get done, 2x in FY24	12,526	24,000	dust control couldn't happen in FY23	52%
10-60-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0		0%
Total STREETS - C ROADS:		0	16,000		12,526	32,000		39%
RECYCLING								
10-62-210	BOOKS/SUBSCRIP/MEMBERSHIPS	0	0		0	0		0%
10-62-230	TRAVEL	0	0		0	0		0%
10-62-250	EQUIP/SUPPLIES/MNTNCE	0	0		0	0		0%
10-62-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	1,629	1,500		0	1,500		0%
10-62-310	CONTRACT SERVICES cardboard	20,042	20,000		1,785	22,500	increase per agreement	8%
10-62-315	CONTRACT SERVICES GLASS ONLY	0	0		0	0		0%
10-62-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0		0%
10-62-610	MISCELLANEOUS SUPPLIES	0	300		0	300		0%
Total RECYCLING:		21,671	21,800		1,785	24,300		7%
HOMELAND SECURITY GRANT								
10-65-110	SALARIES AND WAGES	0	0		0	0		0%
10-65-130	EMPLOYEE BENEFITS	0	0		0	0		0%
10-65-210	BOOKS, SUBSCRIPT & MEMBERSHIPS	0	0		0	0		0%
10-65-250	EQUIP/SUPPLIES/MNTNCE	0	0		0	0		0%
10-65-255	VEHICLE SUPPLIES & MAINTENANCE	0	0		0	0		0%
10-65-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	0	0		0	0		0%
10-65-310	PROFESSIONAL & TECHNICAL	0	0		0	0		0%
10-65-330	EDUCATION AND TRAINING	0	0		0	0		0%
10-65-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0		0%
10-65-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0		0%
Total HOMELAND SECURITY GRANT:		0	0		0	0		0%

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GIS								
10-66-110	SALARIES AND WAGES	0	0	move to consultants	0	0	exp moved below, hire consutants	0%
10-66-111	PERFORMANCE BONUS	0	0		0	0		0%
10-66-130	EMPLOYEE BENEFITS	0	0		0	0		0%
10-66-131	EMPLOYER TAXES	0	0		0	0		0%
10-66-240	OFFICE SUPPLIES AND EXPENSE	0	500		0	500		0%
10-66-250	EQUIPMENT/SUPPLIES & MNTNCE	0	0		0	0		0%
10-66-310	PROFESS/TECHNICAL SERVICES	0	2,000		0	2,000	hire consultants for work	0%
10-66-330	EDUCATION AND TRAINING	0	0		0	0		0%
10-66-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0		0%
10-66-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0		0%
Total GIS:		0	2,500		0	2,500		0%
SUMMER PROGRAM								
10-70-110	SALARIES AND WAGES	973	4,000		1,269	4,965	4% increase	26%
10-70-111	PERFORMANCE BONUS	150	150		0	150		0%
10-70-130	EMPLOYEE BENEFITS	40	60		0	70		0%
10-70-131	EMPLOYER TAXES	85	320		171	400		43%
10-70-250	EQUIP-SUPPLIES/MNTNCE	2,486	6,000	park toilet etc.	1,558	6,000		26%
10-70-255	VEHICLE SUPPLIES & MAINTENANCE	498	1,000		0	1,000		0%
10-70-260	BLDGS/GROUNDS-STORAGE UNIT	2,909	3,372	flower pots, storage unit	3,996	5,000	30% increase for storage unit	80%
10-70-265	VEHICLE LEASE PAYMENTS	0	0		0	0		0%
10-70-310	PROFESSIONAL & TECHNICAL	0	0		0	0		0%
10-70-320	USFS RANGER	12,000	12,000		0	12,000	TOA contributes $4k net, other $8k from FOA/SLC	0%
10-70-470	TRAILS	26,654	14,752	cecret lake	0	0		0%
10-70-480	SPECIAL DEPARTMENT SUPPLIES	11	100		0	100		0%
10-70-510	INSURANCE AND SURETY BONDS	395	400		398	400		99%
10-70-515	WORKERS COMPENSATION INS	0	400		0	400		0%
10-70-740	CAPITAL OUTLAY - EQUIPMENT	0	20,000		0	0		0%
Total SUMMER PROGRAM:		46,202	62,554		7,392	30,485		24%
IMPACT FEE								
10-72-110	SALARIES AND WAGES	0	0		0	0		0%
10-72-130	EMPLOYEE BENEFITS	0	0		0	0		0%
10-72-250	EQUIP-SUPPLIES/MNTNCE	0	0		0	0		0%
10-72-280	TELEPHONE	0	0		0	0		0%
10-72-310	PROFESS/TECHNICAL SERVICES	4,500	4,500	community center feasibility study	0	-		0%
10-72-325	PROF & TECH SERVICES - LEGAL	0	0		0	0		0%
10-72-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0		0%
10-72-620	MISCELLANEOUS SERVICES	0	0		0	0		0%
10-72-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0		0%
Total IMPACT:		4,500	4,500		0	0		0%

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LIBRARY - COMMUNITY CENTER								
10-75-110	SALARIES AND WAGES	0	0		0	0	covered in BM	0%
10-75-130	EMPLOYEE BENEFITS	0	0		0	0		0%
10-75-250	EQUIP-SUPPLIES/MNTNCE	0	500		0	500		0%
10-75-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	2,902	7,000		151	7,000		2%
10-75-270	UTILITIES	3,278	2,500		85	3,600		2%
10-75-280	TELEPHONE	0	0		0	0		0%
10-75-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0		0%
10-75-510	INSURANCE & SURETY BONDS	1,427	1,427		1,369	1,500		91%
10-75-620	MISCELLANEOUS SERVICES	0	100		0	100		0%
10-75-740	CAPITAL OUTLAY - EQUIPMENT	0	10,500		0	0		0%
Total LIBRARY - COMMUNITY CENTER:		7,608	22,027		1,605	12,700		13%
COMMUNITY DEVELOPMENT								
10-78-110	SALARIES AND WAGES	0	0		0	0		0%
10-78-130	EMPLOYEE BENEFITS	0	0		0	0		0%
10-78-250	EQUIP-SUPPLIES/MNTNCE	0	0		0	0		0%
10-78-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	0	0		0	0	Placemaking?	0%
10-78-310	PROGESS/TECHNICAL SERVICES	0	0		0	0		0%
10-78-620	MISCELLANEOUS SERVICES	0	0		0	0		0%
10-78-740	CAPITAL OUTLAY - EQUIPMENT	0	0		0	0		0%
Total COMMUNITY DEVELOPMENT:		0	0		0	0		0%
TRANSFERS OUT OF GENERAL FUND								
10-90-510	TRANSFER TO WATER FUND	0	0		0	0		0%
10-90-520	TRANSFER TO SEWER FUND	0	0		0	0		0%
10-90-530	TRANSFER TO DEBT SERVICE	0	0		0	0		0%
10-90-540	TRANS TO GENERAL FUND RESERVE	0	0		0			0%
10-90-550	TRANS TO CAPITAL PROJECT FUND	0	581,303	min transfer amount not calculated yet	0	271,070		0%
10-90-560	TRANS TO POST EMPLOYMENT FUND	0	0		0	15,000		0%
Total TRANSFERS OUT OF GENERAL FUND:		0	581,303		0	286,070		0%
	GENERAL FUND Expenditure Total:	**1,882,835**	**2,191,799**		**364,521**	**2,606,220**		14%
	GENERAL FUND TRANSFER OUT Total:	**0**	**581,303**		**0**	**286,070**		0%
	GENERAL FUND BUDGET	**1,882,835**	**2,773,102**		**364,521**	**2,892,290**		13%
GENERAL FUND SUMMARY								
GENERAL FUND Revenue & Transfer IN Total:		**2,773,451**	**2,765,103**		**128,920**	**2,892,290**		4%
GENERAL FUND Expenditure & Transfer OUT Total:		**1,882,835**	**2,773,102**		**364,521**	**2,892,290**		13%
Net Total GENERAL FUND:		**890,616**	**-7,999**	clerical excel error, see explanation in clerk's report	**-235,601**	**0**		0%

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CAPITAL PROJECT FUND REVENUE								
INTERGOVERNMENTAL REVENUE								
45-33-400	STATE GRANT	0	0		0	0		0%
Total INTERGOVERNMENTAL REVENUE:		0	0		0	0		0%
MISCELLANEOUS REVENUE								
45-36-100	INTEREST	23,801	19,000		5,723	10,000		57%
Total MISCELLANEOUS REVENUE:		23,801	19,000		5,723	10,000		57%
TRANSFERS INTO CAPITAL PROJECT FUND								
45-39-100	TRANSFER FROM GENERAL FUND	0	581,303	from GF, not yet calculated	0	271,070	from GF	0%
45-39-250	USE OF RESERVED FUNDS	0	19,364		0	104,000		0%
Total TRANSFERS INTO CAPITAL PROJECT FUND:		0	600,667		0	375,070		0%
CAPITAL PROJECT FUND EXPENSE								
MUNICIPAL BUILDINGS								
45-45-740	TOWN OFFICE	6,332	6,332	windows	0	0		0%
45-45-750	LIBRARY - COMMUNITY CENTER	13,812	14,567	garage vent, ladder	0	10,000	tom moore toilet feasibility study	0%
Total EXPENDITURE:		20,144	20,899		0	10,000		0%
POLICE DEPT								
45-54-741	BUILDINGS	0	0		0	33,000	security cameras 20, inventory closet 13	0%
45-54-742	VEHICLES	0	0		11,849	61,000	truck 50, ATV 11	19%
45-54-743	EQUIPMENT	3,808	3,808	defihb	0	115,000	generator 60, disptach console 15, radios 30, livescan 10	0%
Total EXPENDITURE:		3,808	3,808		11,849	209,000		6%
OTHER EXPENDITURES								
45-70-740	SUMMER PROGRAM	0	0		0	5,000	playground improv	0%
Total EXPENDITURE:		0	0		0	5,000		0%
TRANSFERS OUT OF CAPITAL PROJECTS FUND								
45-90-200	CONTRIB TO FUND BALANCE	0	594,960		0	161,070		0%
45-90-540	TRANS TO GENERAL FUND RESERVE	0	0		0	0		0%
Total TRANSFERS OUT OF CAPITAL PROJECTS FUND:		0	594,960		0	161,070		0%
CAPITAL PROJECT FUND Revenue & Transfer Total:		**23,801**	**619,667**		**5,723**	**385,070**		1%
CAPITAL PROJECT FUND Expenditure Total:		**23,952**	**619,667**		**11,849**	**385,070**		3%
Net Total CAPITAL PROJECT FUND:		**-150**	**0**		**-6,126**	**0**		0%

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		2022-23	2022-23	2022-23	2023-24	2023-24	2023-24	2023-24
		Prior year	Approved	NOTES	Current year	Approved 8/9/23	NOTES	Percent of Budget
Account Number	Account Title	YTD Actual	Budget	Budget	YTD Actual: 9/6/23	Budget	Budget	
		6/30/2023	6/30/2023	6/30/2023	6/30/2024	6/30/2024	6/30/2024	
WATER FUND REVENUE								
CHARGES FOR SERVICES								
51-34-100	WATER SALES	252,802	255,331		58,952	286,066	~ 16% increase	21%
51-34-101	WATER SALES - OVERAGE	34,668	34,668		5,380	12,076		45%
51-34-102	WATER SALES - OTHER	14,990	14,990		0	10,000		0%
51-34-200	CONNECTION FEES	0	0		0	0		0%
Total CHARGES FOR SERVICES:		302,461	304,989		64,332	308,142		21%
MISCELLANEOUS REVENUE								
51-36-100	INTEREST EARNINGS	13,217	11,800	updated	6,162	10,000	updated	62%
51-36-200	BOND PROCEEDS	0	0		0	0		0%
51-36-300	OTHER FINANCING SOURCES	0	0	portion BOR grant forfeited	0	0		0%
51-36-800	DONATIONS	0	0		0	0		0%
51-36-810	IMPACT FEES	0	0		0	0		0%
51-36-820	AMERICAN RECOVERY ACT	0	0		0	0		0%
51-36-900	MISCELLANEOUS	342	0		0	0		0%
Total MISCELLANEOUS REVENUE:		13,559	11,800		6,162	10,000		62%
TRANSFERS INTO WATER FUND								
51-39-100	CONTRIBUTIONS - GENERAL FUND	0	0		0	0		0%
51-39-200	USE 0F WATER RESERVE/PTIF BAL	0	78,728		0	502,997	CapEx and JHG	0%
Total TRANSFERS INTO WATER FUND:		0	78,728		0	502,997		0%

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WATER FUND EXPENDITURES								
51-40-110	SALARIES AND WAGES	5,551	6,515		0	4,805	4% clerk, 3% DTC	0%
51-40-111	PERFORMANCE BONUS	100	100		0	0		0%
51-40-130	EMPLOYEE BENEFITS	0	0		0	60		0%
51-40-131	EMPLOYER TAXES	439	444		0	385		0%
51-40-132	INSUR BENEFITS	685	685		0	710		0%
51-40-133	URS CONTRIBUTIONS	755	755		0	890		0%
51-40-210	BOOKS/SUBSCRIP/MEMBERSHIPS	775	900		0	700		0%
51-40-230	TRAVEL	0	200		0	0		0%
51-40-240	OFFICE SUPPLIES AND EXPENSE	0	100		0	0		0%
51-40-245	IT/ACCTG SOFTWARE SUPPORT	1,733	4,000		300	4,000		8%
51-40-250	EQUIP-SUPPLIES/MNTNCE	57	6,000		0	6,000		0%
51-40-255	VEHCILES-SUPPLIES/MNTNCE	0	500		0	0		0%
51-40-260	BLDGS/GROUNDS-SUPPLIES/MNTNCE	4,646	5,000	plowing	250	3,000	generator maint plan $932,	8%
51-40-265	VEHICLE LEASE PAYMENTS	0	0		0	0		0%
51-40-270	UTILITIES	15,465	17,000		1,315	17,000		8%
51-40-280	TELEPHONE	2,539	2,400		344	2,400		14%
51-40-305	WATER COSTS	8,462	7,500		869	7,500		12%
51-40-310	PROFESS/TECHNICAL SERVICES	38,795	41,500	$39K SA3, $2.5k JHG	3,575	65,450	$45,450 SA3($3k/mo base), $20K JHG	5%
51-40-315	OTHER SERVICES/WATER PROJECTS	0	0		0	0		0%
51-40-320	ENGINEERING/WATER PROJECTS	10,344	15,000		0	15,000		0%
51-40-325	PROF & TECH SERVICES - LEGAL	2,278	3,000		0	3,000		0%
51-40-330	EDUCATION AND TRAINING	0	650		0	650		0%
51-40-475	SUPPLIES/WATER PROJECTS	786	1,000		0	0		0%
51-40-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	503		0%
51-40-490	WATER TESTS	8,919	10,000		913	12,000		8%
51-40-495	WATER TREATMENT SUPPLIES	349	22,192		0	22,192	media	0%
51-40-510	INSURANCE AND SURETY BONDS	4,970	5,250		1,427	5,250		27%
51-40-515	WORKERS COMPENSATION INS	602	600		3,608	0		0%
51-40-610	MISCELLANEOUS SUPPLIES	226	200		0	500		0%
51-40-620	MISCELLANEOUS SERVICES	1,629	4,200		0	4,200		0%
51-40-630	BAD DEBT EXPENSE	0	0		0	0		0%
51-40-650	DEPRECIATION	64,935	58,000		0	58,000		0%
51-40-740	CAPITAL OUTLAY	60,869	78,728	($22k water meters) (remaining - $20k gas line, $351k peruvian est, $50k	100,196	502,997	$50k meters, $20k gas line, $351k peruvian est, $50k Shrontz Est, $32k GG line =$ 503k	20%
51-40-810	DEBT SERVICE - PRINCIPAL	0	0		0	0		0%
51-40-820	DEBT SERVICE - INTEREST	0	0		0	0		0%
51-40-830	INFRASTRUCTURE REPLACEMENT	409	103,098		0	83,947		0%
51-40-999	LOSS ON DISPOSAL OF CAP ASSETS	0	0		0	0		0%
Total EXPENDITURES:		236,318	395,517		112,797	821,139		14%
WATER FUND Revenue & Transfer Total:		**316,020**	**395,517**		**70,494**	**821,139**		9%
WATER FUND Expenditure Total:		**236,318**	**395,517**		**112,797**	**821,139**		14%
Net Total WATER FUND:		**79,702**	**0**		**-42,303**	**0**		0%

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SEWER FUND REVENUE								
CHARGES FOR SERVICES								
52-34-100	SEWER SERVICES	142,815	144,431		31,995	185,000		17%
52-34-200	CONNECTION FEES	0	0		0	0		0%
Total CHARGES FOR SERVICES:		142,815	144,431		31,995	185,000		17%
MISCELLANEOUS REVENUE								
52-36-100	INTEREST EARNINGS	15,833	15,000		2,458	12,000		20%
52-36-300	OTHER FINANCING SOURCES	0	0		0	0		0%
52-36-900	MISCELLANEOUS	0	0		0	0		0%
Total MISCELLANEOUS REVENUE:		15,833	15,000		2,458	12,000		20%
TRANSFERS INTO SEWER FUND								
52-39-100	CONTRIBUTIONS - GENERAL FUND	0	0		0	0		0%
52-39-200	USE OF SEWER RESERVE/PTIF	0	0		0			0%
Total TRANSFERS INTO SEWER FUND:		0	0		0	0		0%

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SEWER FUND EXPENDITURES								
52-40-110	SALARIES AND WAGES	4,150	5,000		0	6,622		0%
52-40-111	PERFORMANCE BONUS	100	100		0	100		0%
52-40-130	EMPLOYEE BENEFITS	60	120		0	120		0%
52-40-131	EMPLOYER TAXES	124	550		0	530		0%
52-40-132	INSUR BENEFITS	0	0		0	500		0%
52-40-133	URS CONTRIBUTIONS	0	0		0	590		0%
52-40-240	OFFICE SUPPLIES AND EXPENSE	0	100		0	100		0%
52-40-245	IT/ACCTG SOFTWARE SUPPORT	1,733	3,000		300	4,300		7%
52-40-250	EQUIP-SUPPLIES/MNTNCE	0	200		0	215		0%
52-40-265	VEHICLE LEASE PAYMENTS	0	0		0	0		0%
52-40-305	DISPOSAL COSTS	132,471	120,000		0	135,000		0%
52-40-310	PROFESS/TECHNICAL SERVICES	0	2,000		0	8,968	no hard plan yet, for improvements	0%
52-40-325	PROF & TECH SERVICES - LEGAL	0	1,000		0	1,000		0%
52-40-480	SPECIAL DEPARTMENT SUPPLIES	0	0		0	0		0%
52-40-510	INSURANCE AND SURETY BONDS	3,282	4,000		3,282	4,000		82%
52-40-515	WORKERS COMPENSATION INS	329	400		41	400		10%
52-40-610	MISCELLANEOUS SUPPLIES	0	300		0	300		0%
52-40-620	MISCELLANEOUS SERVICES	2,137	2,000		0	2,150		0%
52-40-630	BAD DEBT EXPENSE	0	0		0	0		0%
52-40-650	DEPRECIATION	19,283	20,563		0	22,105		0%
52-40-740	CAPITAL OUTLAY	0	0		0	0		0%
52-40-810	DEBT SERVICE - PRINCIPAL	0	0		0	0		0%
52-40-820	DEBT SERVICE - INTEREST	0	0		0	0		0%
52-40-830	INFRASTRUCTURE REPLACEMENT	0	0		0	10,000		0%
52-40-910	TRANSFERS TO OTHER FUNDS	0	98		0	0		0%
52-40-999	LOSS ON DISPOSAL OF CAP ASSETS	0	0		0	0		0%
Total EXPENDITURES:		163,670	159,431		3,623	197,000		2%
SEWER FUND Revenue & Transfers Total:		**158,648**	**159,431**		**34,453**	**197,000**		17%
SEWER FUND Expenditure Total:		**163,670**	**159,431**		**3,623**	**197,000**		2%
Net Total SEWER FUND:		**-5,022**	**0**		**30,830**	**0**		0%
NET "GRAND" TOTAL - ALL 4 FUNDS BUDGET MUST = Zero		**965,145**	**-7,999**	see note on clerk's report	**-253,200**	**0**		0%

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Combined Project Budget Summary by Fund

PROJECT BUDGET TOTALS: Refer to each fund's plan for more detail

FUND NAME	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date
General Fund Projects	26,470	-	-	-	-	-	-	-	-	30,000
Capital Projects Fund Plan	224,000	3,000,000	-	-	-	-	-	-	-	202,000
Water	502,997	60,000	-	-	-	-	-	-	-	-
Sewer	-		-	-	-	-	-	-	-	-
Total Spend	**753,467**	**3,060,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**232,000**

ACCOUNT BALANCES AT THE START OF EACH FISCAL YEAR

GENERAL FUND	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
PTIF - General Fund	2,661,446								
PTIF - C Road Funds (restricted)	69,389								
PTIF - Post-Employment (restricted)	97,864								
PTIF - Beer Fund (restricted)	25,536								
PTIF - Impact Fee (restricted)	24,237								
KeyBank	282,216								
Keybank PO	2,009								
Total	3,162,697	-	-	-	-	-	-	-	-

CAPITAL PROJECTS FUND	
Capital Projects Fund (restricted)	644,556

WATER FUND	
PTIF Water (restricted)	694,693

SEWER FUND	
PTIF Sewer (restricted)	580,789

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General Fund Projects

Total Fund Balance	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date
General Fund: As of July 1 (start) of the fiscal year	3,162,697	-	-	-	-	-	-	-	-	

GL Code	Project Name	FY 2024 YTD	FY 2024 Budget	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	
10-51-645	Town Shuttle* (net Town of Alta funds)		26,470									
10-43-310	New TOA Website											20,000
10-54-260	Alta Central 10 New Windows											10,000
	Total Project Spend	**-**	**26,470**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**30,000**

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Capital Projects Fund Plan

Total Fund Balance	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date
Capital Projects Fund PTIF: As of July 1 (start) of the fiscal year	644,556	-	-	-	-	-	-	-	-	-

GL Code	Project Name	FY 2024 YTD	FY 2024 Budget	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date
45-45-750	Tom Moore Historic Structrure Feasibility		10,000									
45-54-741	Marshals Office Security Cameras		13,000									
45-54-741	Marshals Office Inventory Management Closet @ Firehouse		20,000									
45-54-742	New AMO ATV	11,849	11,000									
45-54-742	New AMO Truck		50,000									
45-54-743	Livescan		10,000									
45-54-743	Alta Central Dispatch Console Upgrade		15,000									
45-54-743	Marshals Office Phase 2 Radio upgrade		30,000									
45-54-743	Alta Central Generator		60,000									
45-70-740	Town Park Playground Improvements		5,000									
45-45-750	Future Community Center Phase 2			3,000,000								
45-45-740	Town Office Concrete Steps to Lower Door											2,000
45-45-750	Community Center Feasibility Study											75,000
45-45-750	Re-roof the post office											20,000
45-45-750	Tom Moore Historic Structure Stabilization*											25,000
45-54-743	Alta Central Dispatch Radio System Upgrade Centracom Phase 2											30,000
45-70-740	Trailhead-Style Public Restroom 24/7*											50,000
	Total Projects	**11,849**	**224,000**	**3,000,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**202,000**

* Projects or programs toward which the Town collects revenue from other sources. Amounts indicated are net Town of Alta expenses.

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Water Fund Projects

Total Fund Balance	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date
Water Fund PTIF: As of July 1 (start) of the fiscal year	694,693	-	-	-	-	-	-	-	-	-

GL Code	Project Name	FY 2024 YTD	FY 2024 Budget	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date
51-40-740	Grizzly Gulch Water Line Completion	81,262	32,000									
51-40-740	Peruvian West Water Line Replacements	1,445	337,997									
51-40-740	Shrontz Estate - water line payment		50,000									
51-40-740	Remote Water Meter Reading		83,000	60,000								
	Total Projects	**82,707**	**502,997**	**60,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

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Sewer Fund Projects

Total Fund Balance	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date
Sewer Fund PTIF: As of July 1 (start) of the fiscal year	580,789	-	-	-	-	-	-	-	-	-

GL Code	Project Name	FY 2024 YTD	FY 2024 Budget	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	Future / Unknown date
	Total Projects	-	-	-	-	-	-	-	-	-	-	-

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From: Steve Rowley
Sent: Wednesday, September 6, 2023 6:11 PM
To: Jen Clancy <jclancy@townofalta.com>
Subject: Alta - Long-term interfund loan

Jen -

Regarding the long-term due to/due from with the Water Fund, IF the intent is to not ever pay it back, or if there is no plan to pay it back, Government Accounting Standards Board (GASB) Statement No. 34 states "if repayment is not expected within a reasonable time, the interfund balances should be reduced and the amount that is not expected to be repaid should be reported as a transfer from the fund that made the loan to the fund that received the loan."

If the plan is to pay it back, then there should a payment plan put in place. Utah Code Annotated 10-5-120(2) states: "An interfund loan...shall be in writing and specify the terms and conditions of the loan, including the: (a) effective date of the loan; (b) name of the fund loaning the money; (c) name of the fund receiving the money; (d) amount of the loan; (e) term of and repayment schedule for the loan (may not exceed 10 years); (f) interest rate of the loan (may not be less than the rate offered by PTIF); (g) method of calculating interest; (h) procedures for applying and paying interest on the loan; and (i) other terms and conditions the town council determines applicable.

Although we may get by the audit with leaving the long-term interfund payable in place for FY2023, I recommend the Council make a decision to how it would like to proceed so we can account for the transaction properly.

Steven Rowley, CPA
Audit Partner

K&C, CPAs
1455 West 2200 South, Suite 201
Salt Lake City, Utah 84119

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MINUTES
ALTA TOWN COUNCIL MEETING
LAND USE APPEAL AUTHORITY MEETING
PUBLIC HEARING
Wednesday, August 9, 2023, 4:30 PM

Alta Community Center, 10351 E. Highway 210, Alta, Utah

PRESENT: Mayor Roger Bourke
Councilmember John Byrne
Councilmember Sheridan Davis
Councilmember Elise Morgan (virtually for Land Use Appeal Authority mgt)

STAFF PRESENT: Chris Cawley, Interim Town Administrator
Mike Morey, Town Marshal
Jen Clancy, Town Clerk
Molly Austin, Deputy Clerk

ALSO PRESENT: Cameron Platt, Legal Counsel
Craig Heimark, Treasurer

NOT PRESENT: Councilmember Carolyn Anctil

ALTA TOWN COUNCIL MEETING

1. CALL THE REGULAR TOWN COUNCIL MEETING TO ORDER

00:00:00

Mayor Bourke welcomed everyone and called the August 9, 2023 Alta Town Council meeting to order. He noted this was the first time since he's been Mayor that we have held this meeting in person.

2. CITIZEN INPUT

00:01:00

Molly Austin reported there was no written comment submitted.

3. ALTA SKI AREA UPDATE, MIKE MAUGHAN

00:01:45

Mike Maughan was not present, but Dave Richards was in the audience and offered to speak on behalf of the ski area. He reported the projects are going well despite the short summer season. They have recently been before the Planning Commission regarding application for conditional use permits for the C~~c~~onex west trailer storage and new Gazex units on Mount Baldy. The water lines around the wildcat base area for snowmaking are being put back to bed and the supreme project is proceeding. Sheridan Davis asked if the blinking lights on the snowmaking devices could be turned off and Dave said he would ask.

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4. **APPROVAL OF CONSENT AGENDA: JULY 12, 2023 MEETING MINUTES, STAFF AND FINANCE REPORTS**

00:04:50

> **MOTION**: Sheridan Davis motioned to approve the consent agenda including the July 12, 2023 meeting minutes, the staff, and financial reports. John Byrne seconded.

John Byrne asked Chris Cawley about the generator project. Chris said the 34 year old generator has been failing, and that they have spent around $8k on service trips and diagnostics and are noew moving towards replacing the generator. He reported they have a bid they like and a certification from an electrical engineer, so all that's left is for the council to approve the project via the projects plan update and by passing the budget. Chris added that they are planning to hire a general contractor to install it via deconstruction of the deck and using a crane to lift it out. Mike Morey chimed in the thank the ski area and cat shop employees for their assistance troubleshooting the projected over the last few weeks.

Jay Torgerson of Unified Fire Authority stated that in June fire station 13 added a 4th person. This allows them to do a lot more safely and maintain coverage if the crew takes a patient down to the valley.

John Byrne asked about the noise ordinance and if there had been any issues. Mike Morey reported they had been called to two different locations during the last reporting period, but that one came in as unfounded because the complaint came in before 11pm.

Chris Cawley added that chipper days would be September 12 -14, and residents just need to notify town staff they'd like to participate, and have their pile stacked by 7am on the 12th.

> **VOTE**: All in favor. The consent agenda including the July 12, 2023 meeting minutes, and the staff and financial reports were unanimously approved.

5. **QUESTIONS REGARDING DEPARTMENTAL REPORTS**

00:17:20

(questions/ comments rolled into the previous agenda item)

6. **MAYOR'S REPORT**

00:17:20

Mayor Bourke reported on the following:

- The snow is finally retreating. Outside it looks like a typical June with tracks still on Gunsight. Some are dismissing our record 75 feet of snow as an anomaly never to be repeated. One does so at one's peril. Climate scientists have told us for decades that as the concentration of greenhouse gases increases, global atmospheric temperature rises and more frequent, more intense weather events are to be expected—precisely what is happening worldwide. This doesn't necessarily mean we will have ever increasing snowpack; it means to expect highly sometimes radically varying conditions. Standby for updates.

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- The Record of Decision (ROD) for the LCC EIS reported last month has begun to sink in. Several groups have mounted protests about the inclusion of a gondola, even though it is delayed to phase 3. ~~Among other actions, a resolution signed by nine mayors in the county has been issued.~~ Several other entities are planning legal action. Much of this has been covered in the press, most recently an op-ed in the SL Tribune on August 5.

- Phase 1, enhanced bus service, mobility hubs and tolling is scheduled to start in the 2024-25 ski season. Possible toll exemptions for some classes of users, e.g. residents, employees and delivery vehicles are TBD. Tolls are expected to be $25-30 for 50 days a year.

- The summer sound of Alta has changed from the creek flowing and birds chirping to the constant din of helicopters. It has been particularly intense this summer, and not confined to a small section of town—it is everywhere. One doesn't need an alarm clock or a 7 AM wakeup call—the chopper arrival suffices. I recognize that we have a short construction season and it all has to happen before snow flies. But it is very disturbing to our mountain community. Dave Richards told me that next summer the plan is to install RACS on Superior, and UDOTs plan is to close the main road. That can lead to the same kind of congestion we experience in winter, particularly during Oktoberfest.

  - Dave Richards acknowledged that he is not here on behalf of nor does he speak for the Utah Department of Public Transportation. He said at this point, the RACS installation program will move from the ski areas this summer to Mount Superior next summer to protect the main line. Dave added they will probably use the road under Mount Superior for staging equipment and the helicopters. Dave said that we are in a historic period for avalanche mitigation as we ween ourselves off of 75 years of shooting military artillery to using remote avalanche control devices. Dave said this summer they are installing 17 exploders, 3 of which are at Solitude. He also indicated that there was probably another summer's worth of installations after 2024 for the ski areas but it's not clear when that will happen.

- Twice a quarter the mayors of SL County get together. The venue varies and is generally in a city conference room. In July Alta hosted this group. In keeping with our uniqueness, we held ours at the town park. About 2 dozen mayors and staff showed up. I want to thank our staff, one volunteer who led an easy hike, and the perfect weather for making this event a real success showing off our beautiful surroundings.

- We are planning to conduct a community wide emergency planning exercise this fall.

- I will be out of town and out of touch for about 10 days starting this weekend. Our mayor pro tempore Elise Morgan will handle any matters requiring mayoral actions.

- Next TC meeting will be Wednesday, September 13th, 2023, 3 pm, expected to be hybrid again.

John Byrne encouraged the community to read UDOT's decision for highway 210 regarding the gondola. He said that he wasn't interested in having the gondola and was all for slowing the rate of change. He said he did think the decision was well structured, in that they committed to doing the phase one and two improvements, and would then decide whether the gondola is needed. He summarized himself as being against the gondola and for the decision.

7. **DISCUSSION AND POSSIBLE ACTION TO ADOPT ORDINANCE 2023-O-6 INTERLODGE ORDINANCE**

00:39:00

Mike Morey said he saw this as a house keeping type of proposal. He said he had briefed the council on the changes last month. He added the ordinance hadn't seen much updating since 1980 and these changes would help the ordinance be in line with current practices.

MOTION: John Byrne motioned to adopt ordinance 2023-O-6, and Sheridan Davis seconded.

VOTE: All in favor. Ordinance 2023-O-6 was adopted unanimously.

8. **A CONTINUATION OF OPPORTUNITY HOUSE IDEAS FOR ALTA, SHERIDAN DAVIS**

00:42:00

Sheridan Davis said this was continuing a discussion that was brought before the council and the town during a council meeting last year. To continue that discussion, she said she wanted to ask some open ended questions:

- Is Alta as robust as it could be in housing our community?
- Can we as a Town make things more sustainable, healthy, and vibrant in creating community housing ownership opportunities?
- Could those opportunities exist through property purchases, land trusts, and a community center that builds housing resilience?

Sheridan asked for an open conversation about these topics and asked that we predicate our responses on why we can't do these things and consider why we might want to and how we can do this. How we might integrate some of these ideas into actionable ideas.

John Byrne opened by stating the median home value in Alta was just listed as 1.9 million which explains the issue. He said he would like to tackle some affordable or deed restricted housing and that the challenging part continues to be the land acquisition. He suggested we consider what our asks will be if a gondola is built. John said he thought about land for a community center and possibly housing in exchange for policing the gondola structure.

Mayor Bourke said the link to the Mountain Town Planner's meeting slides in Sheridan's email were thought provoking and worth a read. He's not sure how to digest those slides in which the housing issue is just a subset. Mayor Bourke said it would be very interesting to have Jonathan Schechter come visit us. Sheridan responded he's a deep thinker and councilman for Jackson Hole.

(Elise Morgan joined the meeting)

Sheridan asked if anyone else in the room or online wanted to share ideas.

Chris C~~e~~awley reiterated that in a recent conversation with Sheridan he'd advised her to approach this as a long game, and to consider it against other planning projects. He'd also advised her to find examples of projects and programs in other rural communities that we could assess and compare ourselves to.

Josh Cattan introduced himself as being the caretaker of the wildcat chalet, living in a basement 400 square foot space. He said as he walks around this summer he sees 5 to 6 large 6,000 - 7,000 square foot homes being built and is wondering about the caretaker unit and where they went? Should that have been an opportunity.

Craig Heimark suggested the town promote the tax break when folks are building their homes as a way to incentivize caretaker unit. He also pointed out compounding interest and the benefits of saving for long term planning. Lastly, Craig said one of the things that Aspen and others have is incredibly good transportation, and encouraged us to get really involved in transportation planning efforts.

Elise Morgan pointed out that the ski area recently purchased two properties in the valley that filled quickly. She said it takes a certain type of employee to want to live where they work. The ski area has found that their employees like to live in the valley after working for a few years at Alta.

Sheridan commented that she felt there is a distinct difference between employee housing and community housing where real ownership of the property would be part of the picture. John Byrne asked if her enthusiasm for the ownership model would be tempered when you deed restrict it? Sheridan responded the models she thought were most attractive did allow owners to invest for generational wealth, so they would be able to sell and have a gain, but they wouldn't necessarily have a market gain. She offered that it might be a percentage benefit year over year, so they still would receive profit (assuming the property value goes up over time) but the property would remain in the pool of community housing due to that deed restriction.

Molly Hutsinpiller commented she was curious if we had considered supplying rental units or units for sale down valley since it's so outrageous up at Alta.

9. **<u>DISCUSSION AND POSSIBLE ACTION TO APPROVE RESOLUTION 2023-R-19 ADOPTING THE 2024 PROJECTS PLAN</u>**

01:11:20

Chris Cawley said the main change since the project plan adopted in June was due to the generator project. He said they'd like to consider a $60,000 budget for the project. The generator itself went from $25k to $32k. He reported the deck project was removed because it's getting wrapped up in deconstructing the deck to remove the old generator and will be replaced after the new generator is installed and the enclosure is repaired. Chris said a $5k project to install 5 new windows at Alta Central was removed but it's not urgent this year, and it's a nice way to pad the budget.

John Byrne wanted to note for the record that he feels the Tom Moore projects for $25k and $75k are ambitious and that we should move them into the category of conceptual projects we are not ready to propose but that can happen with the next update.

> **MOTION**: Mayor Bourke motioned to adopt Resolution 2023-R-19, adopting the 2024 projects plan and Sheridan Davis seconded.

John Byrne commented that the account balance summary on page 7 of the consent agenda was the clearest presentation of our account fund balances he'd seen.

ROLL CALL VOTE BY JEN CLANCY: Mayor Bourke - Yes, Councilmember Byrne – yes, Councilmember Davis – Yes, Councilmember Morgan - Yes. The motion passed unanimously.

10. **NEW BUSINESS**

01:18:30

Sheridan Davis suggested we work on having a fall retreat.

11. **MOTION TO ADJOURN**

01:19:00

MOTION: Mayor Bourke motioned to adjourn, and John Byrne seconded.

VOTE: All in favor. The meeting was adjourned unanimously.

* * * * * * * * * * * * * *

LAND USE APPEAL AUTHORITY MEETING

1. **CALL THE LAND USE APPEAL AUTHORITY MEETING TO ORDER**

01:19:30

Mayor Bourke called the meeting of the land use appeal authority to order for August 9, 2023.

2. **DISCUSSION AND POSSIBLE ACTION: ALTA SKI AREA REQUEST FOR A VARIANCE TO INSTALL A BH EXPLODER REMOTE AVALANCHE CONTROL SYSTEM ON A SLOPE OVER 30 PERCENT ON MOUNT BALDY**

01:19:50

Chris Cawley said about 6 weeks ago Alta Ski Area approached the Town about their interest to do another remote avalanche control system (RACS) on Mount Baldy on their private property. Chris said the site was on East Baldy and faces the same land use regulation puzzle that the Wyssen Towers did last summer. Chris said all the RACS on Mount Baldy are on land zoned FR-50, and the only use permitted is a single-family home and accessory structures so the ski area would need a conditional use permit from the planning commission. That approval was granted by the planning commission on July 18, 2023 with the condition that the ski area use the smaller of the two tank farm options to minimize ridgeline impacts. With that approval in hand, the next step is for the land use appeal authority to consider a variance to the prohibition to building on a slope with a gradient of more than 30 percent steepness.

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Dave Richards appreciates the time of the planning commission, town council, and staff in considering this request. He stated he felt that they had demonstrated their need for a variance in the application and that they'd met the burden of proof.

MOTION: Sheridan Davis moved to grant a variance to Alta Ski Area to install a remote avalanche control system on a slope over 30 percent on Mount Baldy as requested, and Mayor Bourke seconded.

ROLL CALL VOTE BY JEN CLANCY: Mayor Bourke - Yes, Councilmember Byrne – yes, Councilmember Davis – Yes, Councilmember Morgan - Yes. The motion passed unanimously and the variance was granted.

3. **MOTION TO ADJOURN**

01:29:30

MOTION: John Byrne motioned to adjourn, and Mayor Bourke seconded.

VOTE: All in favor. The meeting was adjourned unanimously.

(Elise Morgan left the meeting)

* * * * * * * * * * * * *

PUBLIC HEARING

1. **CALL THE PUBLIC HEARING TO ORDER**

01:30:00

Promptly at 6pm, Mayor Bourke called the public hearing to order for August 9, 2023.

2. **PUBLIC HEARING TO ACCEPT PUBLIC COMMENT REGARDING THE PROPOSED FY 2024 BUDGETS AND PROPOSED TAX RATE OF .001043 AND ASSOCIATED REVENUE ESTIMATED AT $400,165**

01:30:10

Mayor Bourke said he would like to make some opening remarks. He said property taxes are going up, partly because the Town of Alta is raising its tax rate. He added that Alta receives about 6% of the property taxes we property owners pay and if the proposed rate is approved then the town would receive about 10%. He pointed out that a few other entities have proposed to raise their rates, and the assessed value can also increase the total due. Mayor Bourke reminded people that as property values increase, the County ordinarily lowers our tax rate to keep the revenue to the Town constant. He said as our expenses go up, for instance adjusting salaries to the market or replacing aging equipment, or saving for a community center we fall behind unless we change our tax rates. He noted that in comparison to our nearest neighbors we have the lowest tax rate.

No public comment was made.

3. **<u>DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION 2023-R-17 ADOPTING A FINAL TAX RATE OF .001043 WITH FORM PT-800</u>**

01:39:00

MOTION: John Byrne motioned to adopt Resolution 2023-R-17 and tax rate .001043, and Mayor Bourke seconded.

ROLL CALL VOTE BY JEN CLANCY: Mayor Bourke - Yes, Councilmember Byrne – Yes, Councilmember Davis – Yes. The motion passed unanimously.

4. **<u>DISCUSSION AND POSSIBLE ACTION TO ADOPT RESOLUTION 2023-R-18 ADOPTING THE FY24 BUDGETS</u>**

01:40:30

MOTION: Sheridan Davis motioned to adopt Resolution 2023-R-18, and John Byrne seconded.

ROLL CALL VOTE BY JEN CLANCY: Mayor Bourke - Yes, Councilmember Byrne – Yes, Councilmember Davis – Yes. The motion passed unanimously.

5. **<u>MOTION TO ADJOURN</u>**

01:42:20

MOTION: Mayor Bourke motioned to adjourn, and Sheridan Davis seconded.

VOTE: All in favor. The public hearing was adjourned unanimously.

Passed this 13th day of September, 2023

____
Jen Clancy, Town Clerk

TOWN OF ALTA

RESOLUTION NO. 2023-R-20

A RESOLUTION REPLEALING AND REPLACING 2023-R-16 OF THE ALTA TOWN COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., CITY OF MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, SALT LAKE COUNTY AND WHITE CITY METRO TOWNSHIP RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, EMERGENCY SOLUTIONS GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

The Alta Town Council resolves as follows:

WHEREAS, the Town of Alta ("Town") participates as an "urban county," as defined by federal regulation, in the Community Development Block Grant ("CDBG"), Emergency Solutions Grant ("ESG"), and the HOME Investment Partnership through a consortium that includes the urban county ("HOME") programs administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, an Interlocal Cooperation Agreement ("Agreement") has been prepared for approval and execution by and between the Town, Salt Lake County and participating municipalities, a copy of which is attached hereto as Exhibit 1, which states the purposes thereof, and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the conduct and administration of the CDBG, ESG, and HOME programs as specified therein; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated, 11-13-101 et seq. (2020) any two or more public agencies may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service activity or taking which each public agency entering into the contract is authorized by law to perform.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Alta Town Council that the attached Interlocal Cooperation Agreement between the Town of Brighton, and Salt Lake County, Town of Alta, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Holladay City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., City of Millcreek, Murray City, Riverton City, City of South Salt Lake, and White City Metro Township relating to the conduct of the CDBG, ESG, and HOME Programs is hereby approved by the Council and the Mayor is hereby authorized to execute the same on behalf of the Town of Alta.

[signature page to follow]

APPROVED and ADOPTED this ______ day of ____________, 2023.

TOWN OF ALTA

By: ______________________________________
Roger Bourke, Mayor

ATTEST:

____
Jen Clancy
Alta Town Clerk

EXHIBIT 1
INTERLOCAL COOPERATION AGREEMENT

County Contract No. _____________
DA Log No. 23CIV000142

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Regional Transportation,
Housing, and Economic Development

And

TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP

Relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM

For

FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into effective _____ day of _________ 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development ("County") and the following governmental entities: Town of **Alta**, Town of **Brighton**, **Bluffdale** City, **Copperton** Metro Township, **Cottonwood Heights**, **Draper** City, **Emigration Canyon** Metro Township, , **Holladay** City, **Kearns** Metro Township, **Magna** Metro Township, **Midvale** City Corp., **Millcreek**, **Murray** City, **Riverton** City, City of **South Salt Lake**, and **White City** Metro Township, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the "Cities." County and Cities may be referred to jointly as the "Parties" and individually as a "Party."

R E C I T A L S

1. In 1974, the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq*.); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq*.); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program; (collectively referred to as the "Acts"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts' programs which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

2. The primary objective of the Acts is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Acts in the form of community development block grants ("CDBG"), HOME Investment Partnerships, and Emergency Solutions Grants ("ESG") Program funds to state and local governments to be used in the conduct and administration of housing, shelter, and community development activities and projects as contemplated by the primary objectives of the Acts.

3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (the "Regulations), which Regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

4. Since 1981, HUD has amended the Regulations, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period. HUD's amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.

5. In 2020, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the Parties to this Agreement (the "2020 Agreement") for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities. The

County now wishes to terminate the 2020 Agreement and replace it with this Agreement.

6. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without the city's approval. In order to ensure participation by the Cities in the urban county and as part of the federal fiscal years 2024-2026 urban county qualification process, the County and Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the "Final Statement of Community Development Objectives and Projected Use of Funds" (the "Final Statement") to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

7. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.* Utah Code Ann. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

8. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County's CDBG, ESG, and HOME program activities and projects.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement ("Agreement"), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.

2. This Agreement covers the CDBG Entitlement program, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities' respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDGB, ESG, and HOME program qualification and grant calculation purposes.

3. The period of performance of this Agreement shall cover three CDBG, ESG, and HOME Program years beginning July 1, 2024, and ending June 30, 2027 (e.g., Federal FYs 2024 – 2026) and this Agreement shall be automatically renewed at the end of the current qualification period for successive three-year periods thereafter, unless written notice is provided by the County or a participating unit of general local government of its election not to participate in a new qualification period.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth in Paragraph 14 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD's "Instructions for Urban County Qualification for Participation in Community Development Block Grant ("CDBG") Programs" for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that three-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand that they (1) may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; (2) may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, however no party shall be precluded from applying to the State for HOME funds, if the state allows; and (3) may receive a formula allocation under the ESG Program only through the urban county, however this does not preclude any party from applying to the to the State for ESG funds if the State law allows. Accordingly, the Cities agree that as to all projects and activities performed or conducted in the

Cities under any CDBG, ESEG, or HOME program grant agreement received by the County which includes the Cities, that the County shall have the ultimate supervisory and administrative control.

7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal and publicly assisted housing, as they may be planned and specified in the County's Final Statements submitted annually to HUD for the expenditure of CDBG, ESG, and HOME funds granted to the County for such activities.

8. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 6 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG, ESG, and HOME programs. The Cities also understand and agree that, pursuant to 24 CFR 570.501 (b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

10. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG, ESG, and HOME programs. The Cities and the County agree to adopt any amendment

to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification notice period, and to submit such amendment to HUD as provided in the urban county qualification notice, and further agree that such failure to comply will void the automatic renewal of such qualification period. In addition, the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. The County and Cities shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the 14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and with other applicable laws. In addition, the Parties understand and agree that the County may not provide any CDBG, ESG, or HOME Program funding for activities in or in support of any City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with its fair housing certification. The Parties further agree to sign the assurances and certifications in the HUD 424-B.

11. Each City affirms that it has adopted and is enforcing:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

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

12. During the period of performance of this Agreement as provided in Paragraph 3, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG Program, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG Program received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG, ESG, and HOME project agreements between the City and the County; and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG, ESG, or HOME project agreements mentioned above.

13. The separate CDBG project agreements or sub-grants that will be entered into between the County and the Cities for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the Cities in whole or in part using CDBG Program funds. These standards will require the Cities to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

14. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance; provided, however, if the County fails to qualify as an urban county or does not receive CDBG, ESG, or HOME Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole or any City may withdraw from this Agreement, subject to the termination provisions set forth in Paragraph 3.

15. If the County qualifies as an urban county and the City is included, during the three program-years for which the County has qualified, the Parties agree not to veto or otherwise obstruct the implementation of the approved Comprehensive Housing Affordability Strategy (CHAS) during that three year period and for such additional time as may be required for the expenditure of CHAS funds granted for that period.

16. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Found in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

17. The following provisions are also integral parts of this Agreement:

(a) *Binding Agreement*. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) *Captions*. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) *Counterparts*. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) *Severability*. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) *Waiver of Breach*. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) *Cumulative Remedies*. The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) *Amendment*. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) *Time of Essence*. Time is of the essence in this Agreement.

(i) *Interpretation*. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah and ordinances of Salt Lake County.

(j) *Notice*. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the Parties at their respective addresses.

(k) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget*. If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

(o) *Exhibits and Recitals*. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entity within the body of this Agreement.

(p) *Attorney Approval*. This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity*. All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment*. The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

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

(t) *Supersedes & Terminates Prior Related Interlocal Agreements*. This Agreement supersedes a similar agreement, Salt Lake County Contract No. 0000002580 (the "Prior Agreement"), which pertained to similar subject matter as the Agreement. The Prior Agreement will remain in effect for CDBG, ESG, and HOME funds received for Federal fiscal years 2021-

2023. The Prior Agreement will terminate after such funds and program income received (with respect to activities carried out during the three-year period ending June 30, 2024) are expended and the funded activities are completed.

[Signature pages to follow]

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

SALT LAKE COUNTY

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________
John E. Diaz
Deputy District Attorney
Salt Lake County

SIGNATURE PAGE FOR TOWN OF ALTA
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TOWN OF ALTA

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR TOWN OF BRIGHTON
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TOWN OF BRIGHTON

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR BLUFFDALE CITY
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BLUFFDALE CITY

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR COPPERTON METRO TOWNSHIP
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COPPERTON METRO TOWNSHIP

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR COTTONWOOD HEIGHTS CITY
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COTTONWOOD HEIGHTS CITY

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR DRAPER CITY
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DRAPER CITY

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

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EMIGRATION CANYON METRO
TOWNSHIP

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

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HOLLADAY CITY

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

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KEARNS METRO TOWNSHIP

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

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MAGNA METRO TOWNSHIP

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

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MIDVALE CITY CORP.

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: ________________

SIGNATURE PAGE FOR MILLCREEK
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MILLCREEK

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR MURRAY CITY
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MURRAY CITY

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR RIVERTON CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

RIVERTON CITY

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR CITY OF SOUTH SALT LAKE
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

CITY OF SOUTH SALT LAKE

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR WHITE CITY METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

WHITE CITY METRO TOWNSHIP

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

TOWN OF ALTA

RESOLUTION NO. 2023-R-20

A RESOLUTION REPLEALING AND REPLACING 2023-R-16 OF THE ALTA TOWN COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP~~, HERRIMAN CITY~~, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., CITY OF MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, SALT LAKE COUNTY AND WHITE CITY METRO TOWNSHIP RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, EMERGENCY SOLUTIONS GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

The Alta Town Council resolves as follows:

WHEREAS, the Town of Alta ("Town") participates as an "urban county," as defined by federal regulation, in the Community Development Block Grant ("CDBG"), Emergency Solutions Grant ("ESG"), and the HOME Investment Partnership through a consortium that includes the urban county ("HOME") programs administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, an Interlocal Cooperation Agreement ("Agreement") has been prepared for approval and execution by and between the Town, Salt Lake County and participating municipalities, a copy of which is attached hereto as Exhibit 1, which states the purposes thereof, and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the conduct and administration of the CDBG, ESG, and HOME programs as specified therein; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated, 11-13-101 et seq. (2020) any two or more public agencies may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service activity or taking which each public agency entering into the contract is authorized by law to perform.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Alta Town Council that the attached Interlocal Cooperation Agreement between the Town of Brighton, and Salt Lake County, Town of Alta, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Holladay City, ~~Herriman City,~~ Kearns Metro Township, Magna Metro Township, Midvale City Corp., City of Millcreek, Murray City, Riverton City, City of South Salt Lake, and White City Metro Township relating to the conduct of the CDBG, ESG, and HOME Programs is hereby approved by the Council and the Mayor is hereby authorized to execute the same on behalf of the Town of Alta.

[signature page to follow]

APPROVED and ADOPTED this ______ day of ____________, 2023.

TOWN OF ALTA

By: ______________________________
Roger Bourke, Mayor

ATTEST:

____
Jen Clancy
Alta Town Clerk

EXHIBIT 1

INTERLOCAL COOPERATION AGREEMENT

County Contract No. _____________
DA Log No. 23CIV000142

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Regional Transportation,
Housing, and Economic Development

And

TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, ~~HERRIMAN CITY,~~ HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP

Relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM

For

FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into effective _____ day of _________ 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development ("County") and the following governmental entities: Town of **Alta**, Town of **Brighton**, **Bluffdale** City, **Copperton** Metro Township, **Cottonwood Heights**, **Draper** City, **Emigration Canyon** Metro Township, ~~**Herriman** City~~, **Holladay** City, **Kearns** Metro Township, **Magna** Metro Township, **Midvale** City Corp., **Millcreek**, **Murray** City, **Riverton** City, City of **South Salt Lake**, and **White City** Metro Township, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the “Cities.” County and Cities may be referred to jointly as the “Parties” and individually as a “Party.”

<u>**R E C I T A L S**</u>

1. In 1974, the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq*.); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq*.); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program; (collectively referred to as the "Acts"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts' programs which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

2. The primary objective of the Acts is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Acts in the form of community development block grants ("CDBG"), HOME Investment Partnerships, and Emergency Solutions Grants ("ESG") Program funds to state and local governments to be used in the conduct and administration of housing, shelter, and community development activities and projects as contemplated by the primary objectives of the Acts.

3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (the "Regulations), which Regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

4. Since 1981, HUD has amended the Regulations, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period. HUD's amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.

5. In 2020, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the Parties to this Agreement (the "2020 Agreement") for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities. The

County now wishes to terminate the 2020 Agreement and replace it with this Agreement.

6. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without the city's approval. In order to ensure participation by the Cities in the urban county and as part of the federal fiscal years 2024-2026 urban county qualification process, the County and Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the "Final Statement of Community Development Objectives and Projected Use of Funds" (the "Final Statement") to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

7. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.* Utah Code Ann. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

8. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County's CDBG, ESG, and HOME program activities and projects.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement ("Agreement"), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.

2. This Agreement covers the CDBG Entitlement program, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities' respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDGB, ESG, and HOME program qualification and grant calculation purposes.

3. The period of performance of this Agreement shall cover three CDBG, ESG, and HOME Program years beginning July 1, 2024, and ending June 30, 2027 (e.g., Federal FYs 2024 – 2026) and this Agreement shall be automatically renew at the end of the current qualification period for successive three-year periods thereafter, unless written notice is provided by the County or a participating unit of general local government of its election not to participate in a new qualification period.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth in Paragraph 14 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD's "Instructions for Urban County Qualification for Participation in Community Development Block Grant ("CDBG") Programs" for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that three-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand that they (1) may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program,
~~may not apply for grants under the Small Cities or State CDBG or ESG programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG and ESG programs~~; (2) may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, however no party shall be precluded from applying to the State for HOME funds,

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if the state allows; and (3) may receive a formula allocation under the ESG Program only through the urban county, however this does not preclude any party from applying to the to the State for ESG funds, if the State law allows. Accordingly, the Cities agree that as to all projects and activities performed or conducted in the Cities under any CDBG, ESEG, or HOME program grant agreement received by the County which includes the Cities, that the County shall have the ultimate supervisory and administrative control.

7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal and publicly assisted housing, as they may be planned and specified in the County's Final Statements submitted annually to HUD for the expenditure of CDBG, ESG, and HOME funds granted to the County for such activities.

8. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 6 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG, ESG, and HOME programs. The Cities also understand and agree that, pursuant to 24 CFR 570.501 (b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

10. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions

of the Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG, ESG, and HOME programs. The Cities and the County agree to adopt any amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification notice period, and to submit such amendment to HUD as provided in the urban county qualification notice, and further agree that such failure to comply will void the automatic renewal of such qualification period. In addition, the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. The County and Cities shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the 14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and with other applicable laws. In addition, the Parties understand and agree that the County may not provide any CDBG, ESG, or HOME Program funding for activities in or in support of any City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with its fair housing certification. The Parties further agree to sign the assurances and certifications in the HUD 424-B.

11. Each City affirms that it has adopted and is enforcing:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

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

12. During the period of performance of this Agreement as provided in Paragraph 3, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG Program, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG Program received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate

CDBG, ESG, and HOME project agreements between the City and the County; and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG, ESG, or HOME project agreements mentioned above.

13. The separate CDBG project agreements or sub-grants that will be entered into between the County and the Cities for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the Cities in whole or in part using CDBG Program funds. These standards will require the Cities to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

14. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance; provided, however, if the County fails to qualify as an urban county or does not receive CDBG, ESG, or HOME Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole or any City may withdraw from this Agreement, subject to the termination provisions set forth in Paragraph 3.

15. If the County qualifies as an urban county and the City is included, during the three program-years for which the County has qualified, the Parties agree not to veto or otherwise obstruct the implementation of the approved Comprehensive Housing Affordability Strategy (CHAS) during that three year period and for such additional time as may be required for the expenditure of CHAS funds granted for that period.

16. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Found in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

17. The following provisions are also integral parts of this Agreement:

(a) *Binding Agreement*. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) *Captions*. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) *Counterparts*. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) *Severability*. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) *Waiver of Breach*. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) *Cumulative Remedies*. The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) *Amendment*. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) *Time of Essence*. Time is of the essence in this Agreement.

(i) *Interpretation*. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah and ordinances of Salt Lake County.

(j) *Notice*. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the Parties at their respective addresses.

(k) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget*. If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

(o) *Exhibits and Recitals*. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entity within the body of this Agreement.

(p) *Attorney Approval*. This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity*. All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment*. The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

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

(t) *Supersedes & Terminates Prior Related Interlocal Agreements*. *This Agreement supersedes a similar agreement, Salt Lake County Contract No. 0000002580 (the "Prior Agreement"), which pertained to similar subject matter as the Agreement. The Prior Agreement will remain in effect for CDBG, ESG, and HOME funds received for Federal fiscal years 2021-*

2023. The Prior Agreement will terminate after such funds and program income received (with respect to activities carried out during the three-year period ending June 30, 2024) are expended and the funded activities are completed~~Effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2027, are expended and the funded activities completed, this Agreement shall supersede and terminate the following~~any ~~interlocal agreement~~ ~~executed prior to this Agreement~~ ~~between the County and~~ ~~the~~ ~~other Parties to this Agreement which pertain to similar subject matter as this Agreement: Salt Lake County Contract No. 0000002580~~.

[Signature pages to follow]

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO THE
INTERLOCAL COOPERATION AGREEMENT
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FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

SALT LAKE COUNTY

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________
John E. Diaz
Deputy District Attorney
Salt Lake County

SIGNATURE PAGE FOR TOWN OF ALTA
TO THE
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TOWN OF ALTA

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR TOWN OF BRIGHTON
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TOWN OF BRIGHTON

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________
Name: __________________
Title: ____________________
Date: _______________

SIGNATURE PAGE FOR BLUFFDALE CITY
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BLUFFDALE CITY

By: ___________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________
Name: __________________
Title: ____________________
Date: _______________

SIGNATURE PAGE FOR COPPERTON METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

COPPERTON METRO TOWNSHIP

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR COTTONWOOD HEIGHTS CITY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2024 THROUGH 2026
And successive three-year periods thereafter

COTTONWOOD HEIGHTS CITY

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________
Name: __________________
Title: ____________________
Date: _______________

SIGNATURE PAGE FOR DRAPER CITY
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DRAPER CITY

By: ___________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR EMIGRATION CANYON METRO TOWNSHIP
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EMIGRATION CANYON METRO
TOWNSHIP

By: ___________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________
Name: __________________
Title: ____________________
Date: _______________

~~SIGNATURE PAGE FOR HERRIMAN CITY~~
~~TO THE~~
~~INTERLOCAL COOPERATION AGREEMENT~~
~~*Relating to the conduct of*~~
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~~HOME INVESTMENT PARTNERSHIP PROGRAM, &~~
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~~FEDERAL FISCAL YEARS 2024 THROUGH 2026~~
~~*And successive three-year periods thereafter*~~

~~HERRIMAN CITY~~

~~By: ____________________~~
~~Mayor or Designee~~

~~Reviewed and Advised as to Form and Legality:~~

~~By: ____________________~~

~~Name: ____________________~~

~~Title: ____________________~~

~~Date: ________________~~

SIGNATURE PAGE FOR HOLLADAY CITY
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HOLLADAY CITY

By: ___________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR KEARNS METRO TOWNSHIP
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KEARNS METRO TOWNSHIP

By: ___________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR MAGNA METRO TOWNSHIP
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MAGNA METRO TOWNSHIP

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR MIDVALE CITY CORP.
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MIDVALE CITY CORP.

By: ___________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR MILLCREEK
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MILLCREEK

By: ___________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR MURRAY CITY
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MURRAY CITY

By: ___________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________
Name: __________________
Title: ____________________
Date: _______________

SIGNATURE PAGE FOR RIVERTON CITY
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RIVERTON CITY

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR CITY OF SOUTH SALT LAKE
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CITY OF SOUTH SALT LAKE

By: ___________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________

Name: __________________

Title: ____________________

Date: _______________

SIGNATURE PAGE FOR WHITE CITY METRO TOWNSHIP
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For
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And successive three-year periods thereafter

WHITE CITY METRO TOWNSHIP

By: ____________________
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: ____________________
Name: __________________
Title: ____________________
Date: _______________

U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:
All Regional Administrators
All CPD Division Directors
All CDBG Grantees

Notice: CPD-23-02
Issued: April 10, 2023
Expires: April 10, 2024
Supersedes: CPD Notice 22-07

SUBJECT: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2024-2026

INTRODUCTION

This Notice establishes requirements, procedures, and deadlines to be followed in the urban county qualification process for FYs 2024-2026. Information concerning specific considerations and responsibilities for urban counties is also provided. HUD Field Offices and urban counties are expected to adhere to the deadlines in this Notice.

This Notice provides guidance for counties wishing to qualify or requalify for entitlement status as urban counties, as well as for existing urban counties that wish to include previously nonparticipating communities. **Please send copies of this Notice to all presently qualified urban counties, to each county that can qualify for the first time or requalify for FYs 2024-2026, and to each state administering the State CDBG program which includes a potentially eligible urban county. If HUD Field Offices are notified later than the date of this Notice of one or more new potential urban counties, each should be provided a copy of this Notice.** This Notice includes the following seven attachments, lettered A-G, that contain listings of:

- Attachment A, all currently qualified urban counties;
- Attachment B, counties that requalify this qualification period (2024-2026);
- Attachment C, counties scheduled to qualify or requalify in FY 2024 for FY 2025-2027;
- Attachment D, counties scheduled to qualify or requalify in FY 2025 for FY 2026-2028;
- Attachment E, currently qualified urban counties that can add nonparticipating units of government for the remaining one or two years of their qualification period;
- Attachment F, counties that may qualify as urban counties if metropolitan cities relinquish their status; and
- Attachment G, counties previously identified as eligible but that have not accepted urban county status.

Additions to Attachment B may be provided separately, should any counties be identified as potentially eligible for the first time in July 2023.

The schedule for qualifying urban counties is coordinated with qualifying HOME Investment Partnerships Program (HOME) consortia to be able to operate both the CDBG and HOME programs using the same urban county configurations. The CDBG urban county qualification process for the FY 2024-2026 qualification period will start in March 2023 and run through September 15, 2023. This will provide HUD sufficient time before the September 30th deadline for FY 2024 funding under the HOME Program to notify counties that they qualify as urban counties under the CDBG Program. This Notice emphasizes the importance of completing all the steps of the urban county qualification/ requalification process by mid-September to ensure that there is no detrimental effect on the HOME consortia qualification/requalification process. Urban county worksheets will be accessible via Community Planning and Development's (CPD) Grants Management Process (GMP) system. The CPD Systems Development and Evaluation Division will provide GMP system guidance for submitting urban county qualification data.

Section V.H., second paragraph, regarding Cooperation Agreements clearly delineates the fair housing and civil rights obligations to which urban counties and participating jurisdictions are subject. By this time, all existing urban counties should have incorporated the required language in their cooperation agreements regarding fair housing and civil rights obligations. Urban counties should review the language in their existing cooperation agreements regarding fair housing and civil rights obligations to determine whether they still need to revise their existing agreements. The use of automatically renewing cooperation agreements does not exempt existing urban counties from incorporating the required language in Section V.H. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Urban counties have the option of drafting a separate amendment to their existing agreements that includes these provisions rather than drafting a new cooperation agreement that contains the provisions. However, the separate amendment must still be executed by an official representative of each of the participating units of general local government and the urban county.

Jurisdictions that are qualifying as an urban county for the first time must submit all required documents outlined in Section IV. to the Entitlement Communities Division in HUD Headquarters in addition to their local HUD offices (see Section IV. for details). In addition, if new jurisdictions are seeking to qualify as urban counties because they contain metropolitan cities willing to relinquish their entitlement status, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the jurisdictions notify the Field Office of their intent to qualify as an urban county (see Section VIII. for details).

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. This requirement first arose as a result of discovering that units of general local government located within an urban county were trading CDBG funds for unrestricted local funds. Congress has prohibited this practice. Urban counties qualifying in 2023 for FYs 2024-2026 must incorporate this provision into cooperation agreements by revision or amendment. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Section F., Section VIII., Special Considerations addresses the implications of an incorporated unit of general local government dissolving and the effect it will have on the urban county qualification/requalification process.

Section G., Section VIII., Special Considerations addresses factors that arose during the 2017 qualification/requalification period regarding qualification of New York Towns as metropolitan cities.

The coronavirus pandemic has affected the urban county qualification and requalification processes, in that all required correspondence and documents must be transmitted electronically. To avoid delays, HUD encourages urban counties to begin the qualification and requalification processes upon release of this Notice to meet the deadlines in Section II., Qualification Schedule. Section II identifies correspondence that must be submitted in letter format on the appropriate letterhead rather than by email. Any properly executed letter (i.e., in letter format on the appropriate letterhead) may be transmitted as an attachment via email. If a properly executed letter is required, the Notice shall denote such requirement by indicating that the correspondence or notification must be "by letter." If not required, the Notice shall indicate that the correspondence or notification may be made "by letter or email."

Policy questions from Field Offices related to this Notice should be directed to Gloria Coates in the Entitlement Communities Division at (202) 402-2184 or gloria.l.coates@hud.gov. Data questions should be directed to Abubakari Zuberi in the Systems Development and Evaluation Division at (202) 708-0790 or abubakari.d.zuberi@hud.gov. Requests for deadline extensions should be directed to Gloria Coates. These are not toll-free numbers. The TTY number for both divisions is (202) 708-2565.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2506-0170, which expires January 31, 2025. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

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Attachment E – Counties Qualified through 2024 or 2025 That Contain Non-Participating Communities

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Attachment G – Counties Previously Identified as Eligible But That Have Not Accepted Urban County Status

COMMUNITY DEVELOPMENT BLOCK GRANT
URBAN COUNTY QUALIFICATION
Fiscal Years 2024-2026

In accordance with 24 CFR § 570.307(a) of the Community Development Block Grant (CDBG) regulations, the information below explains the U.S. Department of Housing and Urban Development's (HUD) process for qualifying and requalifying urban counties for purposes of the CDBG program.

I. GENERAL REQUIREMENTS

A. Threshold

To be entitled to receive CDBG funds as an urban county, a county must qualify as an urban county under one of the following thresholds:

1. Have a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas;

2. Have a total combined population of at least 100,000 but fewer than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county (outside of any metropolitan cities). Under this provision, the county itself is still required to have a minimum population of 200,000 (excluding metropolitan cities) to be potentially eligible. However, the urban county does not have to include each unit of general local government located therein, provided that the number of persons in the areas where the county has essential powers and in units of general local government where it has signed cooperation agreements equals at least 100,000. In addition, those included areas must in the aggregate contain the preponderance of low- and moderate-income persons residing in the urban county (calculated by dividing the number of low- and moderate-income persons residing in the county by two and adding one). Metropolitan cities are not included in these calculations; or

3. Meet specific requirements of Sec. 102(a)(6)(C) or (D) of Title I of the Housing and Community Development Act of 1974, as amended (the Act).

   HUD must conduct a review to determine that a prospective urban county possesses essential community development and housing assistance powers in any unincorporated areas that are not units of general local government (UGLGs). HUD must also review all the UGLGs within the county to determine those, if any, in which the county lacks such powers. The county must enter into cooperation agreements with any such units of local government that are to become part of the urban county. Such agreements would bind an UGLG to cooperate in the use of its powers in carrying out essential activities in accordance with the urban county's program. See Section IX. for additional information on Determinations of Essential Powers.

B. Consolidated Plan Requirements

To receive an Entitlement Grant in FY 2024, an urban county must have an approved Consolidated Plan (pursuant to 24 CFR § 570.302 and Part 91). This includes urban counties newly qualifying during this qualification period; urban counties that continue to include the same communities previously included in the urban county; and those urban counties that are amending their urban county configurations to add communities that chose not to participate previously. Where an urban county enters into a joint agreement with a metropolitan city for CDBG purposes, a Consolidated Plan is submitted by the urban county to cover both governmental entities for the CDBG program.

Pursuant to 24 CFR part 91, submission of a jurisdiction's Consolidated Plan may occur no earlier than November 15, and no later than August 16, of the Program Year for which CDBG, HOME, Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) funds are appropriated to cover the Federal fiscal period of October 1, 2023, through September 30, 2024. **An urban county's failure to submit its Consolidated Plan by August 16, 2024, will automatically result in a loss of CDBG funds for the 2024 program year (24 CFR § 570.304(c)(1)) and termination of its qualification as an urban county (24 CFR § 570.307(f)) unless Congress extends this deadline via statute.** The Consolidated Plan must meet all requirements of 24 CFR part 91, including all required certifications.

C. Consolidated Plan Requirements Where the Urban County Is in a HOME Consortium

Where UGLGs form a consortium to receive HOME funding, the consortium's lead entity submits the Consolidated Plan for the entire geographic area encompassed by the consortium (24 CFR § 91.400). Therefore, if an urban county is a member of a HOME consortium, the consortium submits the Consolidated Plan, and the urban county, like all other CDBG entitlement grantees in the consortium, is only required to submit its own non-housing Community Development Plan (24 CFR § 91.215(f)), an Action Plan (24 CFR § 91.220) and the required Certifications (24 CFR § 91.225(a) and (b) as part of the consortium's Consolidated Plan. If an urban county has a CDBG joint agreement with a metropolitan city and both jurisdictions wish to receive HOME funds, they must form a HOME consortium to become one entity for HOME purposes. [For additional information on the requirements for consortia agreements, see 24 CFR § 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).] Although an urban county as a member of a HOME consortium is only required to submit its own non-housing Community Development Plan, Action Plan and required certifications, the program responsibilities as stated in Section VII. of this Notice are important regardless of whether the urban county is a member of a consortium. In this regard and considering the requirement to submit its own affirmatively furthering fair housing certification per 24 CFR 91.225, an urban county is encouraged to work with the lead entity for the consortium in developing and seeing to the submission of a Consolidated Plan that reflects fair housing strategies and actions.

However, if the urban county is the lead entity rather than simply a participant in the HOME consortium, the urban county must submit the housing and homeless needs assessment, market analysis, strategic plan, and Action Plan on behalf of the consortium. The urban county and other entitlement communities that are members of the consortium must separately submit the certifications required at 24 CFR 91.225(a) & (b).

D. Synchronization of Urban County and HOME Qualification Periods

CDBG urban counties and HOME consortia qualification periods are for three successive years. If a member urban county's CDBG three-year cycle is not the same as the HOME consortium's, the HOME consortium may elect a qualification period shorter than three years to get in sync with the urban county's CDBG three-year qualification cycle, as permitted in 24 CFR § 92.101(e). All consortium members must also have the same program year start date.

Urban counties have requested extensions until the middle to end of September to submit all required documents to the HUD Field Office because some of the governing bodies of units of government in urban counties do not meet during the summer months. When there are automatically renewing cooperation agreements, the urban county must submit a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county. Copies of any executed amendments to automatically renewed cooperation agreements (if any) and, if locally required, governing body authorizations must also be submitted.

Although flexibility exists to permit extensions in unusual situations, Headquarters will not grant any extensions past mid-September. Urban counties must factor in instances such as the meeting schedules of elected bodies of units of general local government while completing the requalification process, perhaps by submitting the cooperation agreement for execution before the summer recess begins. There are urban counties that are also completing the qualification/requalification process for HOME consortia at the same time they are completing the urban county qualification/requalification process. The qualification/requalification process for HOME consortia must be completed by the statutory deadline of September 30 for a HOME consortium to receive a formula allocation under HOME. If the urban county qualification/requalification process has not been completed by September 30, the consortium will not receive a HOME grant. To prevent this, all required documents must be received by HUD Field Offices by mid-September. This will allow Field Counsel time to review the cooperation agreements or amendments for legal sufficiency.

II. QUALIFICATION SCHEDULE

The following schedule will govern the procedures for urban county qualification for the three-year qualification cycle of FYs 2024-2026. Unless noted otherwise, deadlines may only be extended by prior written authorization from Headquarters. Deadlines in paragraphs D., E., G., and I. may be extended by the Field Office as specified below. However, no extension may be granted by the Field Office if it would have the effect of extending a subsequent deadline that the Field Office is not authorized to extend.

A. By May 5, 2023, the HUD Field Office shall notify counties that may seek to qualify or requalify as an urban county of HUD's Determination of Essential Powers (see Section IX) as certified by the Field Office Counsel (see Attachment B, Counties Scheduled to Qualify or Requalify in 2023 for the 2024-2026 Qualification Period).

B. By May 5, 2023, counties must notify, by letter, split places of their options for exclusion from, or participation in, the urban county (see Attachment B and Section III., paragraph D, for an explanation of split places).

C. By May 5, 2023, counties must notify, by letter, each included unit of general local government, where the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality, of its right to elect to be excluded from the urban county, and the date by which it must make such election by letter (see paragraph E., below). HUD recommends that included units of government be advised that failure to respond means that they will be considered part of the urban county for FYs 2024-2026. Included units of government must also be notified that they are not eligible to apply for grants under the State CDBG program while they are part of the urban county. Additionally, that, in becoming a part of the urban county, they automatically participate in the HOME and ESG programs if the urban county receives HOME and ESG funding, respectively. Moreover, while units of general local government may only receive a formula allocation under the HOME and ESG programs as part of the urban county, this does not preclude the urban county, or a unit of government participating with the urban county, from applying for HOME or ESG funds from the State, if the State allows.

D. Section 854(c) of the AIDS Housing Opportunity Act was amended by the Housing Opportunity Through Modernization Act of 2016 (HOTMA) to preserve the continued eligibility of FY 2016 HOPWA formula grantees, including Wake County, North Carolina, which is the HOPWA grantee for the Raleigh, NC, Metropolitan Statistical Area. Wake County is the only urban county that receives a HOPWA formula award from HUD under this arrangement. HOTMA also amended section 854(c) to allow a HOPWA formula grantee to enter into an agreement with an eligible alternative grantee, including a unit of general local government (which includes a county), to receive and administer the HOPWA formula allocation in its place. More information is available in Notice CPD-17-12, available at: https://www.hudexchange.info/resources/documents/Notice-CPD-17-12-Implementation-of-HOTMA-Changes-to-the-HOPWA-Program.pdf

A county that is already qualified as an urban county for FY 2024 (see Attachment E, Counties Qualified through 2024 or 2025 that Contain Nonparticipating Communities) may elect to notify, by letter, nonparticipating units of government that they now have an opportunity to join the urban county for the remainder of the urban county's qualification period (see paragraph H., below).

E. By June 12, 2023, any county which has executed cooperation agreements with no specified end date is required to notify, by letter, affected participating units of government that the agreement will automatically be renewed unless the unit of government notifies the county by letter by July 7, 2023, (see paragraph F., below) of its intent to terminate the agreement at the end of the current qualification period (see Attachment B). A failure by a unit of government to respond by the July 7, 2023, deadline means that the unit of government is required to remain with the urban county for FYs 2024-2026. Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

F. By June 12, 2023, any included unit of general local government, where the county does not need the consent of its governing body to undertake essential community development and housing assistance activities, that elects to be excluded from an urban county must notify the county and its HUD Field Office, by letter, that it elects to be excluded. Potential new entitlement cities are identified by the Census Bureau on or around July 1. Any unit of general local government that met metropolitan city status for the first time in a requalifying urban county will be given additional time to decide whether it wants to be included or excluded since it will be notified of its status after the July 21 deadline (see Section VIII.E.). Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone. Herriman City

G. By July7, 2023, any unit of government that has entered into a cooperation agreement with no specified end date with the county and elects not to continue participating with the county during the FY 2024-2026 qualification period must notify the county and its HUD Field Office by letter that it is terminating the agreement at the end of the current period. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below. Millcreek City

H. By July 7, 2023, any unit of general local government that meets "metropolitan city" status for the first time and wishes to defer such status and remain part of the county, or to accept such status and become a joint recipient with the urban county, must notify the county and the HUD Field Office by letter that it elects to defer its metropolitan city status or to accept its status and join with the urban county in a joint agreement. Any metropolitan city that had deferred its status previously or had accepted its status and entered into a joint agreement with the urban county and wishes to maintain the same relationship with the county for this next qualification period, must notify the county and the HUD Field Office by letter by this date. Any unit of general local government that meets metropolitan city status for the first time and is notified in early July by HUD thereof will have until August 18, 2023, to comply with the requirements of this paragraph. A potential metropolitan city that chooses to accept its entitlement status but chooses not to enter into a joint agreement with the urban county, or a current metropolitan city that chooses not to maintain a joint agreement with the urban county, must also notify the urban county and the HUD Field Office by letter by July 28, 2023. Any extension of this deadline must be authorized by letter by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone. Draper City

I. By July 14, 2023, any unit of general local government that is not currently participating in an urban county and chooses to participate for the remaining second or third year of the county's qualification period must notify the county and the HUD Field Office by letter that it elects to be included. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.

J. By July 28, 2023, HUD Field Offices must notify CPD's Systems Development and Evaluation Division via e-mail (Abubakari.D.Zuberi@hud.gov) whether cities that are already identified as potentially eligible metropolitan cities elect to defer or accept their status. For units of general local government that meet metropolitan city status for the first time and are notified in early July thereof (as discussed in paragraph H., above), they must elect to defer or accept their status by August 18, 2023. For units of general local government notified in early July of their status as potential new metropolitan cities, Field Offices have until September 8, 2023, to notify the Systems Development and Evaluation Division of their decisions.

K. By August 4, 2023, any county seeking to qualify as an urban county (see Attachment B) or to include any previously nonparticipating units of general local government into its configuration (see Attachment E) must submit to the appropriate HUD Field Office all qualification documentation described in Section IV., Documents to be Submitted to HUD. Any extension of this deadline must be authorized by letter or email by the Field Office and should not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division and Field Counsel must be notified by email or telephone if an extension of more than seven days is needed. For HOME program purposes, the urban county configurations are final as of September 30 of every year. The HOME deadline is statutory and cannot be extended.

L. By August 25, 2023, Field Office Counsel should complete the reviews of all cooperation agreements and related authorizations and certify that each cooperation agreement meets the requirements of Section V, Cooperation Agreements. Any delay in completion of the review must not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division should be notified by email or telephone of any delay in the Field Counsel's review. **Note: If a county is using a renewable agreement and has submitted a legal opinion that the terms and conditions of the agreement continue to be authorized (see Section IV., paragraph E.), review of such opinion by Field Office Counsel is optional. However, Field Counsel must review the agreement to ensure that**

any new requirements implemented by statute or regulation are incorporated into the agreement or added by an amendment to the agreement.

M. During July, Headquarters will post the urban county worksheets for each qualifying and requalifying urban county (listed on Attachment B) on the CPD Grants Management Process (GMP) system. **All information on included units of government must be completed via GMP.** Specific instructions for completing these electronic worksheets will be provided by the CPD Systems Development and Evaluation Division at the time they are posted on GMP.

N. By August 25, 2023, Field Offices shall update and complete the form electronically for each qualifying or requalifying county. The revised worksheet must be sent to the appropriate county for verification of data (via FAX, email, or regular mail). The Systems Development and Evaluation Division will have access to the completed worksheets in GMP. Field Offices shall also concurrently make available to the Systems Development and Evaluation Division (and each affected urban county) a memorandum that identifies any urban county already qualified for FY 2024 that is adding any new units of government, together with the names of the newly included units of government (see Attachment E). **THIS DEADLINE MAY NOT BE EXTENDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ENTITLEMENT COMMUNITIES DIVISION.**

O. By September 8, 2023 (or soon thereafter), Headquarters will complete its review of the urban county status worksheets and memoranda for those urban counties adding new units of government. The Field Offices will have access to the updated worksheets and, if necessary, an indication from Headquarters of any apparent discrepancies, problems, or questions – all noted in GMP. The Field Office is to verify the data in the GMP Final Report and notify the Systems Development and Evaluation Division within seven days if any problems exist. If there are no problems, Field Offices will notify, by letter, each county seeking to qualify as an urban county of its urban county status for FY 2024-2026 by September 22, 2023.

III. QUALIFICATION ACTIONS TO BE TAKEN BY COUNTY

The following actions are to be taken by the urban county:

A. Cooperation Agreements/Amendments

Urban counties that must enter into cooperation agreements or amendments, as appropriate, with the units of general local government located in whole or in part within the county, must submit to HUD executed cooperation agreements, together with evidence of authorization by the governing bodies of both parties (county and UGLG) executed by the proper officials (see Section V., Cooperation Agreements, paragraph A.) in sufficient time to meet the deadline for submission indicated in the schedule in Section II. (cooperation agreements must meet the standards in Section V. of this Notice).

Where urban counties do not have the authority to carry out essential community development and housing activities without the consent of the unit(s) of general local government located therein, urban counties are required to have executed cooperation agreements with these units of government that elect to participate in the urban counties' CDBG programs.

B. Notification of Opportunity to Be Excluded

Units of general local government in which counties have authority to carry out essential community development and housing activities without the consent of the local governing body are automatically included in the urban county unless they elect to be excluded at the time of qualification or requalification. Any county that has such units of general local government must notify each such unit that it may elect to be excluded from the urban county. The unit of government must be notified:

1. That if it chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;

2. That if it chooses to remain with the urban county, it is also a participant in the HOME program if the urban county receives HOME funding and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows;

3. That if it chooses to remain with the urban county, it is also a participant in the ESG program if the urban county receives ESG funding and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows;

4. That if it chooses to be excluded from the urban county, it must notify both the county and the HUD Field Office of its election to be excluded by the date specified in Section II., Qualification Schedule, paragraph E.; and

5. That such election to be excluded will be effective for the entire three-year period for which the urban county qualifies unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

C. Notification of Opportunity to Be Included

If a currently qualified urban county has one or more nonparticipating units of general local government (see Attachment E), the county may notify, by letter, any such unit of local government during the second or third year of the qualification period that the local government has the opportunity to be included for the remaining period of urban county qualification. This written notification must include the deadline for such election and must state that the unit of general local government must notify the county and the HUD Field Office, by letter, of its official decision to be included. If cooperation agreements are necessary, the unit electing to be included in the county for the remainder of the qualification period must also execute, with the county, a cooperation agreement meeting the standards in Section V., Cooperation Agreements. The agreement must be received by the HUD Field Office by the date specified in Section II., Qualification Schedule, paragraph K.

D. Notification of Split Places

Counties seeking qualification as urban counties and having units of general local government with any population located only partly within the county must notify these units of their rights by the date provided in Section II., Qualification Schedule, paragraph B. Specifically, the county must provide the following notifications:

1. Where a split place is partly located within only one urban county, one of the following rules applies:

    a. If it is a split place in which the county has essential powers, the entire area of the split place will be included in the urban county for the urban county qualification period unless the split place has opted out; or

    b. If the split place can only be included in the county upon the execution of a cooperation agreement, the entire area of the split place will be included in the urban county for the urban county qualification period upon execution of such an agreement.

2. Where the split place is partially located within two or more urban counties, the split place may elect one of the following:

    a. to be excluded from all urban counties;

    b. to be entirely included in one urban county and excluded from all other such counties; or

    c. to participate as a part of more than one of the urban counties in which it is partially located provided that a single portion of the split place cannot be included in more than one entitled urban county at a time, and all parts of the split place are included in one of the urban counties.

E. Notification of Opportunity to Terminate Agreement

Urban counties that have agreements that will be automatically renewed at the end of the current qualification period unless action is taken by the unit of government to terminate the agreement must, by the date provided in Section II., Qualification Schedule, paragraph E, notify such units that they can terminate the agreement and not participate during the 2024-2026 qualification period.

IV. DOCUMENTS TO BE SUBMITTED TO HUD

Any county seeking to qualify as an urban county for FY 2024-2026 or that wishes to exercise its option to include units of government that are not currently in the urban county's CDBG program must submit the following to the responsible HUD Field Office:

A. A copy of the letter that notified applicable units of general local government (and a list of applicable units of government) of their right to decide to be excluded from the urban county along with a copy of letters submitted to the county from any such units of general local government requesting exclusion (see Section III., Qualification Actions to Be Taken by County, paragraph B.). This does not apply to an already qualified urban county adding communities.

B. A copy of the letter from any unit of general local government joining an already qualified county that officially notifies the county of its election to be included (see Section III. paragraph C.).

C. Where applicable, a copy of the letter from:

1. Any city that may newly qualify as a metropolitan city but seeks to defer that status;

2. Any city currently deferring metropolitan city status that seeks to continue to defer such status;

3. Any city accepting metropolitan city status stating that it will enter into a joint agreement with the urban county and a letter from the county affirming its willingness to enter into a joint agreement with that city; or

4. Any city accepting metropolitan city status that will cease participation in the urban county's CDBG program (See Section II., Qualification Schedule, paragraph G.).

D. For a county that has cooperation agreements in effect that provide for automatic renewal, a copy of the letter sent by the county that notified affected units of government that the agreement will be renewed unless the county is notified by the unit of government to terminate the agreement, and a copy of any such letter from any unit(s) of government requesting termination (see Section III., paragraph E.).

E. Where applicable, copies of fully executed cooperation agreements, amended agreements, or stand-alone amendments between the county and its included units of general local government, including any cooperation agreements from applicable units of general local government covered under Section III., Qualification Actions to be Taken by County, paragraph C., and the opinions of county counsel and governing body authorizations required in Section V., Cooperation Agreements, paragraphs B. and C.

For a county that has cooperation agreements in effect that provide for automatic renewal of the urban county qualification period as provided under Section V., Cooperation Agreements, paragraph E., at the time of such automatic renewal, the documents to be submitted are: (1) a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county; (2) copies of any executed amendments to automatically renewed cooperation agreements (if any); and, (3) if locally required, governing body authorizations.

F. Any joint request(s) for inclusion of a metropolitan city as a part of the urban county as permitted by Section VIII., paragraph A., Metropolitan City/Urban County Joint Recipients, along with a copy of the required cooperation agreement(s). If either the urban county or the metropolitan city falls under the "exception criteria" at 24 CFR § 570.208(a)(1)(ii) for activities that benefit low- and moderate-income residents of an area, the urban county must notify, by letter, the metropolitan city of the potential effects of such joint agreements on such activities. See Section VIII., paragraph A., for further clarification.

All jurisdictions seeking to qualify as an urban county for the first time must ensure that all documents outlined in this Section that are submitted to the HUD Field Office are also submitted to the Entitlement Communities Division in HUD Headquarters for review. The original documents should be submitted to the HUD Field Office and the copies to HUD Headquarters.

V. COOPERATION AGREEMENTS

All cooperation agreements must meet the following standards to be found acceptable:

A. The governing body of the county and the governing body of the cooperating unit of general local government shall authorize the agreement and the chief executive officer of each unit of general local government shall execute the agreement.

B. The agreement must contain, or be accompanied by, a legal opinion from the county's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the county. Where the county does not have such authority, the legal opinion must state that the participating unit of general local government has the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. A mere certification by the county's counsel that the agreement is approved as to form is insufficient and unacceptable.

C. The agreement must state that the agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

D. The agreement must state that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program;

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.); and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the State for ESG funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.)

E. The agreement must specify the three years covered by the urban county qualification period (e.g., Federal FYs 2024-2026), for which the urban county is to qualify to receive CDBG entitlement funding or, where applicable, specify the remaining one or two years of an existing urban county's qualification period. At the option of the county, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such agreements are used, the agreement must state that, by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government by letter of its right not to participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II.

F. Cooperation agreements with automatic renewal provisions must include a stipulation that requires each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice (see Section IV., Documents to be Submitted to HUD, paragraph E.), and that such failure to comply will void the automatic renewal for such qualification period.

G. The agreement must provide that it remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the county and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.

H. The agreement must expressly state that the county and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. If the county does not have such powers, the agreement must expressly state that the cooperating unit of general local government agrees to "undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." As an alternative to this wording, the cooperation agreement may reference State legislation authorizing such activities, but only with the approval of the specific alternative wording by HUD Field Counsel.

The agreement must contain an explicit provision obligating the county and the cooperating units of general local government to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications.The provision must also include the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The provision must also include the obligation to comply with other applicable laws. The agreement shall also contain a provision prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department. The agreement must include the obligation to sign the assurances and certifications in the HUD 424-B.

Periodically, statutory, or regulatory changes may require urban counties to amend their agreements to add the new provision(s). Urban counties may draft a separate amendment to their existing agreements that includes the new provision(s) rather than drafting a new cooperation agreement that contains the new provisions. However, the separate amendment must be executed by an official representative of each of the participating units of general local government and the urban county.

I. The agreement must expressly state that the cooperating unit of general local government has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

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

J. The agreement may not contain a provision for veto or other restriction that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the agreement. The county has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. If the county is a member of a HOME consortium, however, the consortium submits the Plan developed by the county (see Section I., General Requirements, paragraph C.).

K. The agreement must contain language specifying that, pursuant to 24 CFR § 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR § 570.503 (see Section VIII., Special Considerations, paragraph B.).

L. A county may also include in the cooperation agreement any provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary actions, as determined by the county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and, where applicable, HOME and ESG) program and other applicable laws.

M. The county must also include a provision in the cooperation agreement that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Urban counties requalifying in 2023 for FYs 2024-2026 must incorporate this language into cooperation agreements by revision or amendment.

VI. PERIOD OF QUALIFICATION

A. General

Any county that qualifies as an urban county will be entitled to receive funds as an urban county for three consecutive fiscal years regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, provided funds are appropriated by Congress and the county submits its annual Action Plan by August 16 of each year. However, during the period of qualification, no included unit of general local government may withdraw from the urban county unless the urban county does not receive a grant for any year during such period. The urban county's grant amount is calculated annually and will reflect the addition of any new units of general local government during the second and third years of the period of qualification.

Any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year period.

Any unit of general local government that is part of an urban county will continue to be included in the urban county for that county's qualification period, even if it meets the criteria to be considered a “metropolitan city” during that period. Such an included unit of general local government cannot become eligible for a separate entitlement grant as a metropolitan city while participating as a part of an urban county (see Section VIII paragraph E).

B. Retaining Urban County Classification

Any county classified as an urban county in FY 1999 may, at the option of the county, retain its classification as an urban county.

Any county that became classified as an urban county in FY 2000 or later and was so classified for at least two years will retain its classification as an urban county, unless the urban county qualified under section 102(a)(6)(A) of Title I of the Housing and Community Development Act of 1974, as amended, and fails to requalify under that section due to the election of a currently participating non-entitlement community to opt out or not to renew a cooperation agreement (for reasons other than becoming an eligible metropolitan city).

VII. URBAN COUNTY PROGRAM RESPONSIBILITIES

The county, as the CDBG grant recipient, either for the urban county or a joint recipient (see Section VIII, paragraph A., Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for complying with laws and requirements applicable to the CDBG program. The county's responsibility must include these functions even where, as a matter of administrative convenience or State law, the county permits the participating units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by cooperating units of general local government.

VIII. SPECIAL CONSIDERATIONS

A. Metropolitan City/Urban County Joint Recipients

Any urban county and any metropolitan city located in whole or in part within that county can ask HUD to approve the inclusion of the metropolitan city as a part of the urban county for purposes of planning and implementing a joint community development and housing assistance program. HUD will consider approving a joint request only if it is signed by the chief executive officers of both entities and is submitted at the time the county is seeking its qualification as an urban county. A joint request will be deemed approved unless HUD notifies the city and the county otherwise within 30 days following submission of the joint request and an executed cooperation agreement meeting the requirements specified under Section V., Cooperation Agreements. An urban county may be joined by more than one metropolitan city, but a metropolitan city located in more than one urban county may be a joint recipient with only one urban county at a time.

Upon urban county qualification and HUD approval of the joint request, the metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification and will be treated by HUD as any other unit of general local government that is a part of the urban county. When a metropolitan city joins an urban county in this manner, the grant amount is the sum of the amounts authorized for the individual metropolitan city and urban county. The urban county becomes the grant recipient.

A metropolitan city in a joint agreement with the urban county is treated the same as any other unit of general local government that is part of the urban county for purposes of the CDBG program, but not for the HOME or ESG programs. If the metropolitan city does not qualify to receive a separate allocation of HOME funds, to be considered for HOME funding as part of the urban county, it may form a HOME consortium with the urban county. If the metropolitan city qualifies to receive a separate allocation of HOME funds, it has two options: (1) it may form a HOME consortium with the county, in which case it will be included as part of the county when the HOME funds for the county are calculated; or (2) the metropolitan city may administer its HOME program on its own. NOTE: The execution of a CDBG joint agreement between an urban county and metropolitan city does not in itself satisfy HOME requirements for a written consortia agreement. For additional information on the requirements for consortia agreements, see 24 CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).

The ESG program does provide for joint agreements among certain grantees; however, there are separate requirements that apply to those joint agreements. A metropolitan city and an urban county that each receive an allocation under ESG and are located within a geographic area that is covered by a single Continuum of Care (CoC) may jointly request the Secretary of Housing and Urban Development to permit the urban county or the metropolitan city, as agreed to by such county and city, to receive and administer their combined allocations under a single grant. For more information about joint agreements for the ESG program, contact Marlisa Grogan at 603-666-7510, Ext. 3049 or Marlisa.M.Grogan@hud.gov. The TTY number is 603-666-3805. These are not toll-free numbers.

Counties and metropolitan cities considering a joint request should be aware that significant effects could occur where either the urban county or the metropolitan city would otherwise fall under the exception rule criteria for activities that benefit low-and moderate-income residents on an area basis (see 24 CFR 570.208(a)(1)(ii)). Joint agreements result in a modification to an urban county's configuration, and a change in the mix of census block groups in an urban county is likely to change the relative ranking of specific block groups by quartile, thus affecting the minimum concentration of low- and moderate-income persons under the exception rule. HUD will make a rank-ordering computer run available to counties and metropolitan cities considering joint participation to assist them in determining the possible effects of inclusion and how such an agreement may impact their respective programs.

B. Subrecipient Agreements

The execution of cooperation agreements meeting the requirements of Section V., Cooperation Agreements, between an urban county and its participating units of local government does not in itself satisfy the requirement for a written subrecipient agreement required by the regulations at 24 CFR 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to disbursing any CDBG funds for any such activity or project, for executing a written subrecipient agreement with the unit of government containing the minimum requirements found at 24 § CFR 570.503. The subrecipient agreement must remain in effect during any period that the unit of local government has control over CDBG funds, including program income.

C. Ineligibility for State CDBG Program

An urban county's included units of general local government are ineligible to apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which the units of general local government are participating in the Entitlement CDBG program with the urban county.

D. Eligibility for a HOME Consortium

When included units of local government become part of an urban county for the CDBG Program, they are part of the urban county for the HOME Program and may receive HOME funds only as part of the urban county or from the State. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government within an urban county from applying to the State for HOME funds if the State allows. However, a unit of local government that chooses to opt out of the urban county may become part of a HOME consortium by signing the HOME consortium agreement.

A unit of local government that is partially located in two counties with at least one of those counties being a member of a consortium may participate in the consortium. If the county is an urban county, the unit of local government may only participate as a member of the urban county.

E. Counties with Potential Metropolitan Cities

If a county includes a unit of general local government that believes its population meets the statutory threshold to enable it to receive CDBG entitlement funds as a metropolitan city directly, but the city and county have not yet received notification from HUD regarding metropolitan city eligibility, HUD has identified two options a county may use to address such situations:

1. The county and community can negotiate a schedule that will provide the community additional time to receive notification from HUD of its eligibility as a potential new metropolitan city and, if the community does not reach metropolitan city status (or

becomes eligible and elects to defer its status), execute a cooperation agreement and still meet the deadlines identified in this Notice; or

2. If a county believes delaying the execution of a cooperation agreement until HUD provides such notification will prohibit it from meeting the submission deadlines in this Notice, the county may want to include a clause in the agreement that provides that the agreement will be voided if the community is advised by HUD, prior to the completion of the requalification process for FYs 2024-2026, that it is eligible to become a metropolitan city and the community elects to take its entitlement status. If such a clause is used, it must state that if the agreement is not voided based on the community's eligibility as a metropolitan city prior to July 28, 2023 (or a later date if approved by letter or email by HUD), the community must remain a part of the county for the entire three-year period of the county's qualification.

Option 1 above is preferred. Option 2 is available if a county wishes to use it, although there is concern that a community may believe that the use of a clause that may void the agreement will enable it to opt out later in the three-year period of qualification if it reaches the population during that time to be a metropolitan city. Therefore, any such clause must be clear that it applies only for a limited period of time.

There are jurisdictions that may potentially qualify as urban counties for the first time because they contain one or more metropolitan cities that may consider relinquishing their status as entitlement grantees. If a county has a metropolitan city or cities that are willing to relinquish its/their status as entitlement grantee(s) and the county wants to begin the process of qualifying as an urban county, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the county notifies the Field Office of its intent to qualify as an urban county. A list of these counties is provided as Attachment F.

F. Incorporated Unit of General Local Government Dissolution

A unit of general local government located in an urban county may unincorporate or dissolve or merge with another unit of general local government. Assuming the urban county possesses essential community development and housing assistance powers, the dissolved unit of general local government will automatically be considered as part of the urban county for CDBG program purposes. If the dissolved unit of government merges into another unit of general local government that already participates in the urban county, then the newly expanded unit of government will be a participant in the urban county's CDBG program. The cooperation agreement between the urban county and the expanded unit of general local government will need to be submitted to the Field Office for Field Counsel review.

The Bureau of Census' (Census) designation of a former incorporated unit of general local government as dissolved or a former unincorporated unit of general local government as incorporated is important because Section 102(b) of the Housing and Community Development Act of 1974, as amended, requires the definitions in Section 102(a) such as city, metropolitan city, and urban county to be based on the most recent data compiled by Census. Therefore, Census must recognize the former incorporated unit of general local government as dissolved for it to be recognized by HUD as no longer being an incorporated unit of general local government.

If the urban county is requalifying this year or the following year, and the unit of general local government is recognized by Census as dissolved, the former unit of general local government will be considered a part of the unincorporated area of the urban county. In that instance, CDBG funds may be used to assist activities that will be located in the former unit of general local government, and its residents may benefit from CDBG-assisted activities.

If the urban county is requalifying this year, and the unit of general local government is not recognized as dissolved by Census (although dissolution has occurred), it will become part of the urban county, since the unit of government has legally ceased to exist.

G. <u>Qualification of New York Towns as Metropolitan Cities</u>

In the state of New York, there are towns that can qualify as metropolitan cities. These towns are required to secure the participation of all the incorporated villages located within their boundaries to attain metropolitan city status. As metropolitan cities, these towns may receive their own CDBG grants. New York towns requalify every three years.

There are eight New York towns (Greensburgh, Hempstead, North Hempstead, Oyster Bay, Clarkstown, Ramapo, Smithtown, and Southampton) that are located in existing urban counties and are eligible to be metropolitan cities but have not taken steps to qualify as metropolitan cities. They decided to participate in their respective urban counties' CDBG programs as participating units of general government. However, when the urban counties in which the towns are located requalify, these eight towns may decide to become metropolitan cities and administer their own CDBG programs. This means that the towns would have elected to leave the urban counties in which they were participating as units of general local government. If a New York town decides to become a metropolitan city and administer its own CDBG program, the following steps must be taken:

1. The New York town should decide before the urban county requalification process starts (usually March or April) whether it will accept its metropolitan city status. Past experience has demonstrated that units of general local government need plenty of time to complete all of the necessary processes, so HUD recommends that this decision-making process start in the year before the urban county's requalification year. The town must secure the participation of all the villages located within its boundaries by execution of a cooperation agreement with those villages. Depending

on local circumstances, it may take several months to notify every village by letter of its intent to become a separate entitlement community and to secure the participation of all the villages. The town cannot qualify as an entitlement grantee unless it secures the participation of all the villages. To illustrate, for example, hypothetical Blue County is requalifying in 2024 for 2025-2027. The town of Orange has been participating in the county's CDBG program but would like to become an entitlement grantee and administer its own CDBG program. It is advisable that the town make this decision during 2023 so it can begin to contact the villages and secure their participation in the town's CDBG program.

2. The urban county is required to notify all participating units of general local government by letter (typically, in April) that they may choose to opt out of participation in the urban county's CDBG program. The units of general local government must notify the urban counties by letter of their decisions by the due date (typically, in June) in Section II. of the urban county Qualification/ Requalification Notice. The New York town must respond to the urban county's correspondence by that date. If the town has an automatically renewing cooperation agreement with the urban county, it must notify the county (typically by mid-June) that it is terminating the cooperation agreement. The urban county must be notified by the established deadlines in this Notice so that it may complete the requalification process in a timely manner. Failure to meet the established deadlines may result in the New York town having to remain as part of the urban county for the next three-year qualification period. Furthermore, if a town notifies its respective urban county that it is leaving, and then does not sign up all the villages, then the town and any villages that have signed on to the town's decision to seek entitlement status may be excluded from the urban county but cannot receive separate metropolitan city funding because it did not qualify.

IX. DETERMINATIONS OF ESSENTIAL POWERS

A. For new urban counties, HUD Field Office Counsel must initially determine whether each county within its jurisdiction that is eligible to qualify as an urban county has powers to carry out essential community renewal and lower-income housing assistance activities. For requalifying urban counties, the Field Office Counsel may rely on its previous determination(s) unless there is evidence to the contrary. In assessing such evidence, Field Office counsel may consider information provided by the county and its included units of general local government as well as other relevant information obtained from independent sources.

For these purposes, the term essential community development and housing assistance activities means community renewal and lower-income housing assistance activities. Activities that may be accepted as essential community development and housing assistance activities might include but are not limited to (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing; (2) direct rehabilitation of or financial assistance to housing; (3) low rent housing activities; (4) disposition of land to private developers for appropriate redevelopment; and (5) condemnation of property for low-income housing.

In making the required determinations, Field Office Counsel must consider both the county's authority and, where applicable, the authority of its designated agency or agencies. Field Office Counsel shall make such determinations as identified below and concur in notifications to the county(ies) about these issues.

B. For new and requalifying counties, the notification by the Field Office required under Section II., paragraph A., must include the following determinations:

1. Whether the county is authorized to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government.

2. Which of the county's units of general local government the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality. The population of these units of local government will be counted towards qualification of the urban county unless they specifically elect to be excluded from the county for purposes of the CDBG program and so notify both the county and HUD by letter by July 14, 2023); and,

3. Which of the county's units of general local government the county is either (a) not authorized to undertake essential community development and housing assistance activities or (b) may do so only with the consent of the governing body of the locality. The population of these units of local government will only be counted if they have signed cooperation agreements with the county that meet the standards set forth in Section V. of this Notice.

ATTACHMENT A

ALL CURRENTLY QUALIFIED URBAN COUNTIES

NEW ENGLAND FIELD OFFICES

MAINE	CUMBERLAND COUNTY

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	ATLANTIC COUNTY
NEW JERSEY	BERGEN COUNTY
NEW JERSEY	BURLINGTON COUNTY
NEW JERSEY	CAMDEN COUNTY
NEW JERSEY	ESSEX COUNTY
NEW JERSEY	GLOUCESTER COUNTY
NEW JERSEY	HUDSON COUNTY
NEW JERSEY	MIDDLESEX COUNTY
NEW JERSEY	MONMOUTH COUNTY
NEW JERSEY	MORRIS COUNTY
NEW JERSEY	OCEAN COUNTY
NEW JERSEY	PASSAIC COUNTY
NEW JERSEY	SOMERSET COUNTY
NEW JERSEY	UNION COUNTY
NEW YORK	DUTCHESS COUNTY
NEW YORK	ERIE COUNTY
NEW YORK	MONROE COUNTY
NEW YORK	NASSAU COUNTY
NEW YORK	ONONDAGA COUNTY
NEW YORK	ORANGE COUNTY
NEW YORK	ROCKLAND COUNTY
NEW YORK	SUFFOLK COUNTY
NEW YORK	WESTCHESTER COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE	NEW CASTLE COUNTY
MARYLAND	ANNE ARUNDEL COUNTY
MARYLAND	BALTIMORE COUNTY

MARYLAND	HARFORD COUNTY
MARYLAND	HOWARD COUNTY
MARYLAND	MONTGOMERY COUNTY
MARYLAND	PRINCE GEORGES COUNTY
PENNSYLVANIA	ALLEGHENY COUNTY
PENNSYLVANIA	BEAVER COUNTY
PENNSYLVANIA	BERKS COUNTY
PENNSYLVANIA	BUCKS COUNTY
PENNSYLVANIA	CHESTER COUNTY
PENNSYLVANIA	CUMBERLAND COUNTY
PENNSYLVANIA	DAUPHIN COUNTY
PENNSYLVANIA	DELAWARE COUNTY
PENNSYLVANIA	LANCASTER COUNTY
PENNSYLVANIA	LEHIGH COUNTY
PENNSYLVANIA	LUZERNE COUNTY
PENNSYLVANIA	MONTGOMERY COUNTY
PENNSYLVANIA	NORTHAMPTON COUNTY
PENNSYLVANIA	WASHINGTON COUNTY
PENNSYLVANIA	WESTMORELAND COUNTY
PENNSYLVANIA	YORK COUNTY
VIRGINIA	ARLINGTON COUNTY
VIRGINIA	CHESTERFIELD COUNTY
VIRGINIA	FAIRFAX COUNTY
VIRGINIA	HENRICO COUNTY
VIRGINIA	LOUDOUN COUNTY
VIRGINIA	PRINCE WILLIAM COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	JEFFERSON COUNTY
ALABAMA	MOBILE COUNTY
FLORIDA	BREVARD COUNTY
FLORIDA	BROWARD COUNTY
FLORIDA	CLAY COUNTY
FLORIDA	COLLIER COUNTY
FLORIDA	ESCAMBIA COUNTY
FLORIDA	HILLSBOROUGH COUNTY
FLORIDA	JACKSONVILLE-DUVAL COUNTY

FLORIDA	LAKE COUNTY
FLORIDA	LEE COUNTY
FLORIDA	MANATEE COUNTY
FLORIDA	MARION COUNTY
FLORIDA	MIAMI-DADE COUNTY
FLORIDA	ORANGE COUNTY
FLORIDA	OSCEOLA COUNTY
FLORIDA	PALM BEACH COUNTY
FLORIDA	PASCO COUNTY
FLORIDA	PINELLAS COUNTY
FLORIDA	POLK COUNTY
FLORIDA	SARASOTA COUNTY
FLORIDA	SEMINOLE COUNTY
FLORIDA	ST. JOHNS COUNTY
FLORIDA	VOLUSIA COUNTY
GEORGIA	CHEROKEE COUNTY
GEORGIA	CLAYTON COUNTY
GEORGIA	COBB COUNTY
GEORGIA	DE KALB COUNTY
GEORGIA	FULTON COUNTY
GEORGIA	GWINNETT COUNTY
GEORGIA	HENRY COUNTY
NORTH CAROLINA	CUMBERLAND COUNTY
NORTH CAROLINA	MECKLENBURG COUNTY
NORTH CAROLINA	UNION COUNTY
NORTH CAROLINA	WAKE COUNTY
SOUTH CAROLINA	BERKELEY COUNTY
SOUTH CAROLINA	CHARLESTON COUNTY
SOUTH CAROLINA	GREENVILLE COUNTY
SOUTH CAROLINA	HORRY COUNTY
SOUTH CAROLINA	LEXINGTON COUNTY
SOUTH CAROLINA	RICHLAND COUNTY
SOUTH CAROLINA	SPARTANBURG COUNTY
TENNESSEE	KNOX COUNTY
TENNESSEE	SHELBY COUNTY

MIDWEST FIELD OFFICES

ILLINOIS	COOK COUNTY
ILLINOIS	DU PAGE COUNTY
ILLINOIS	KANE COUNTY
ILLINOIS	LAKE COUNTY
ILLINOIS	MADISON COUNTY
ILLINOIS	MCHENRY COUNTY
ILLINOIS	ST. CLAIR COUNTY
ILLINOIS	WILL COUNTY
INDIANA	HAMILTON COUNTY
INDIANA	LAKE COUNTY
MICHIGAN	GENESEE COUNTY
MICHIGAN	KENT COUNTY
MICHIGAN	MACOMB COUNTY
MICHIGAN	OAKLAND COUNTY
MICHIGAN	WASHTENAW COUNTY
MICHIGAN	WAYNE COUNTY
MINNESOTA	ANOKA COUNTY
MINNESOTA	DAKOTA COUNTY
MINNESOTA	HENNEPIN COUNTY
MINNESOTA	RAMSEY COUNTY
MINNESOTA	ST. LOUIS COUNTY
MINNESOTA	WASHINGTON COUNTY
OHIO	BUTLER COUNTY
OHIO	CLERMONT COUNTY
OHIO	CUYAHOGA COUNTY
OHIO	FRANKLIN COUNTY
OHIO	HAMILTON COUNTY
OHIO	LAKE COUNTY
OHIO	MONTGOMERY COUNTY
OHIO	STARK COUNTY
OHIO	SUMMIT COUNTY
OHIO	WARREN COUNTY
WISCONSIN	DANE COUNTY
WISCONSIN	MILWAUKEE COUNTY
WISCONSIN	WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA	JEFFERSON PARISH
LOUISIANA	ST. TAMMANY PARISH
OKLAHOMA	TULSA COUNTY
TEXAS	BEXAR COUNTY
TEXAS	BRAZORIA COUNTY
TEXAS	DALLAS COUNTY
TEXAS	FORT BEND COUNTY
TEXAS	HARRIS COUNTY
TEXAS	HIDALGO COUNTY
TEXAS	MONTGOMERY COUNTY
TEXAS	TARRANT COUNTY
TEXAS	TRAVIS COUNTY
TEXAS	WILLIAMSON COUNTY

GREAT PLAINS FIELD OFFICES

KANSAS	JOHNSON COUNTY
MISSOURI	JEFFERSON COUNTY
MISSOURI	ST. LOUIS COUNTY
MISSOURI	ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO	ADAMS COUNTY
COLORADO	ARAPAHOE COUNTY
COLORADO	EL PASO COUNTY
COLORADO	JEFFERSON COUNTY
COLORADO	WELD COUNTY
UTAH	SALT LAKE COUNTY
UTAH	UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	MARICOPA COUNTY

ARIZONA	PIMA COUNTY
ARIZONA	PINAL COUNTY
CALIFORNIA	ALAMEDA COUNTY
CALIFORNIA	CONTRA COSTA COUNTY
CALIFORNIA	FRESNO COUNTY
CALIFORNIA	KERN COUNTY
CALIFORNIA	LOS ANGELES COUNTY
CALIFORNIA	MARIN COUNTY
CALIFORNIA	MONTEREY COUNTY
CALIFORNIA	ORANGE COUNTY
CALIFORNIA	RIVERSIDE COUNTY
CALIFORNIA	SACRAMENTO COUNTY
CALIFORNIA	SAN BERNARDINO COUNTY
CALIFORNIA	SAN DIEGO COUNTY
CALIFORNIA	SAN JOAQUIN COUNTY
CALIFORNIA	SAN LUIS OBISPO COUNTY
CALIFORNIA	SAN MATEO COUNTY
CALIFORNIA	SANTA BARBARA COUNTY
CALIFORNIA	SANTA CLARA COUNTY
CALIFORNIA	SONOMA COUNTY
CALIFORNIA	STANISLAUS COUNTY
CALIFORNIA	VENTURA COUNTY
NEVADA	CLARK COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON	CLACKAMAS COUNTY
OREGON	MARION COUNTY
OREGON	MULTNOMAH COUNTY
OREGON	WASHINGTON COUNTY
WASHINGTON	CLARK COUNTY
WASHINGTON	KING COUNTY
WASHINGTON	KITSAP COUNTY
WASHINGTON	PIERCE COUNTY
WASHINGTON	SNOHOMISH COUNTY
WASHINGTON	SPOKANE COUNTY
WASHINGTON	THURSTON COUNTY

ATTACHMENT B

COUNTIES SCHEDULED TO REQUALIFY IN 2023 FOR FYs 2024-2026

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	BERGEN COUNTY
NEW JERSEY	BURLINGTON COUNTY
NEW JERSEY	CAMDEN COUNTY
NEW JERSEY	ESSEX COUNTY
NEW JERSEY	HUDSON COUNTY
NEW JERSEY	MIDDLESEX COUNTY
NEW JERSEY	MONMOUTH COUNTY
NEW JERSEY	MORRIS COUNTY
NEW JERSEY	UNION COUNTY
NEW YORK	ERIE COUNTY
NEW YORK	MONROE COUNTY
NEW YORK	NASSAU COUNTY
NEW YORK	ONONDAGA COUNTY
NEW YORK	ORANGE COUNTY
NEW YORK	ROCKLAND COUNTY
NEW YORK	SUFFOLK COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE	NEW CASTLE COUNTY
MARYLAND	ANNE ARUNDEL COUNTY
MARYLAND	BALTIMORE COUNTY
MARYLAND	HARFORD COUNTY
MARYLAND	MONTGOMERY COUNTY
MARYLAND	PRINCE GEORGES COUNTY
PENNSYLVANIA	ALLEGHENY COUNTY
PENNSYLVANIA	BEAVER COUNTY
PENNSYLVANIA	BERKS COUNTY
PENNSYLVANIA	BUCKS COUNTY
PENNSYLVANIA	CHESTER COUNTY
PENNSYLVANIA	DELAWARE COUNTY

PENNSYLVANIA	LANCASTER COUNTY
PENNSYLVANIA	LUZERNE COUNTY
PENNSYLVANIA	MONTGOMERY COUNTY
PENNSYLVANIA	WASHINGTON COUNTY
PENNSYLVANIA	WESTMORELAND COUNTY
PENNSYLVANIA	YORK COUNTY

VIRGINIA	ARLINGTON COUNTY
VIRGINIA	FAIRFAX COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	JEFFERSON COUNTY

FLORIDA	BROWARD COUNTY
FLORIDA	CLAY COUNTY
FLORIDA	ESCAMBIA COUNTY
FLORIDA	HILLSBOROUGH COUNTY
FLORIDA	LAKE COUNTY
FLORIDA	MIAMI-DADE COUNTY
FLORIDA	ORANGE COUNTY
FLORIDA	PALM BEACH COUNTY
FLORIDA	PINELLAS COUNTY
FLORIDA	POLK COUNTY
FLORIDA	VOLUSIA COUNTY

GEORGIA	CHEROKEE COUNTY
GEORGIA	COBB COUNTY
GEORGIA	DE KALB COUNTY
GEORGIA	FULTON COUNTY
GEORGIA	HENRY COUNTY

SOUTH CAROLINA	BERKELEY COUNTY
SOUTH CAROLINA	CHARLESTON COUNTY
SOUTH CAROLINA	GREENVILLE COUNTY
SOUTH CAROLINA	LEXINGTON COUNTY

TENNESSEE	KNOX COUNTY

MIDWEST FIELD OFFICES

ILLINOIS	COOK COUNTY
ILLINOIS	DU PAGE COUNTY
ILLINOIS	LAKE COUNTY
ILLINOIS	MADISON COUNTY
ILLINOIS	ST. CLAIR COUNTY
ILLINOIS	WILL COUNTY
MICHIGAN	GENESEE COUNTY
MICHIGAN	KENT COUNTY
MICHIGAN	MACOMB COUNTY
MICHIGAN	OAKLAND COUNTY
MICHIGAN	WASHTENAW COUNTY
MICHIGAN	WAYNE COUNTY
MINNESOTA	HENNEPIN COUNTY
OHIO	CLERMONT COUNTY
OHIO	CUYAHOGA COUNTY
OHIO	FRANKLIN COUNTY
OHIO	HAMILTON COUNTY
OHIO	LAKE COUNTY
OHIO	MONTGOMERY COUNTY
OHIO	STARK COUNTY
OHIO	SUMMIT COUNTY
OHIO	WARREN COUNTY
WISCONSIN	MILWAUKEE COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA	JEFFERSON PARISH
TEXAS	DALLAS COUNTY
TEXAS	HARRIS COUNTY
TEXAS	HIDALGO COUNTY
TEXAS	TARRANT COUNTY
TEXAS	TRAVIS COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI	ST. LOUIS COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO	EL PASO COUNTY
COLORADO	JEFFERSON COUNTY
COLORADO	WELD COUNTY
UTAH	SALT LAKE COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	MARICOPA COUNTY
CALIFORNIA	ALAMEDA COUNTY
CALIFORNIA	CONTRA COSTA COUNTY
CALIFORNIA	FRESNO COUNTY
CALIFORNIA	KERN COUNTY
CALIFORNIA	LOS ANGELES COUNTY
CALIFORNIA	MARIN COUNTY
CALIFORNIA	ORANGE COUNTY
CALIFORNIA	RIVERSIDE COUNTY
CALIFORNIA	SACRAMENTO COUNTY
CALIFORNIA	SAN BERNARDINO COUNTY
CALIFORNIA	SAN DIEGO COUNTY
CALIFORNIA	SAN JOAQUIN COUNTY
CALIFORNIA	SAN LUIS OBISPO COUNTY
CALIFORNIA	SAN MATEO COUNTY
CALIFORNIA	SANTA CLARA COUNTY
CALIFORNIA	SONOMA COUNTY
NEVADA	CLARK COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON	CLACKAMAS COUNTY
OREGON	MARION COUNTY
OREGON	WASHINGTON COUNTY
WASHINGTON	CLARK COUNTY
WASHINGTON	KING COUNTY
WASHINGTON	PIERCE COUNTY
WASHINGTON	SNOHOMISH COUNTY

WASHINGTON SPOKANE COUNTY

ATTACHMENT C

COUNTIES SCHEDULED TO REQUALIFY IN 2024 FOR FYs 2025-2027

NEW ENGLAND FIELD OFFICES	
MAINE	CUMBERLAND COUNTY
NEW YORK/NEW JERSEY FIELD OFFICES	
NEW JERSEY	ATLANTIC COUNTY
NEW YORK	DUTCHESS COUNTY
NEW YORK	WESTCHESTER COUNTY
MID-ATLANTIC FIELD OFFICES	
PENNSYLVANIA	LEHIGH COUNTY
PENNSYLVANIA	NORTHAMPTON COUNTY
VIRGINIA	CHESTERFIELD COUNTY
VIRGINIA	LOUDOUN COUNTY
VIRGINIA	PRINCE WILLIAM COUNTY
SOUTHEAST/CARIBBEAN FIELD OFFICES	
FLORIDA	BREVARD COUNTY
FLORIDA	COLLIER COUNTY
FLORIDA	JACKSONVILLE-DUVAL COUNTY
FLORIDA	OSCEOLA COUNTY
FLORIDA	PASCO COUNTY
FLORIDA	SEMINOLE COUNTY
FLORIDA	ST. JOHNS COUNTY
GEORGIA	CLAYTON COUNTY
GEORGIA	GWINNETT COUNTY
NORTH CAROLINA	CUMBERLAND COUNTY
NORTH CAROLINA	MECKLENBURG COUNTY
NORTH CAROLINA	UNION COUNTY
NORTH CAROLINA	WAKE COUNTY
SOUTH CAROLINA	SPARTANBURG COUNTY

TENNESSEE	SHELBY COUNTY
MIDWEST FIELD OFFICES	
ILLINOIS	KANE COUNTY
ILLINOIS	MCHENRY COUNTY
INDIANA	HAMILTON COUNTY
INDIANA	LAKE COUNTY
MINNESOTA	RAMSEY COUNTY
MINNESOTA	WASHINGTON COUNTY
SOUTHWEST FIELD OFFICES	
TEXAS	BEXAR COUNTY
TEXAS	BRAZORIA COUNTY
TEXAS	FORT BEND COUNTY
TEXAS	MONTGOMERY COUNTY
TEXAS	WILLIAMSON COUNTY
GREAT PLAINS FIELD OFFICES	
KANSAS	JOHNSON COUNTY
MISSOURI	JEFFERSON COUNTY
ROCKY MOUNTAIN FIELD OFFICES	
COLORADO	ADAMS COUNTY
COLORADO	ARAPAHOE COUNTY
PACIFIC/HAWAII FIELD OFFICES	
ARIZONA	PINAL COUNTY
CALIFORNIA	MONTEREY COUNTY
CALIFORNIA	SANTA BARBARA COUNTY
CALIFORNIA	VENTURA COUNTY

NORTHWEST/ALASKA FIELD OFFICES	
OREGON	MULTNOMAH COUNTY
WASHINGTON	THURSTON COUNTY

ATTACHMENT D

COUNTIES SCHEDULED TO REQUALIFY IN 2025 FOR FYs 2026-2028

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	GLOUCESTER COUNTY
NEW JERSEY	OCEAN COUNTY
NEW JERSEY	PASSAIC COUNTY
NEW JERSEY	SOMERSET COUNTY

MID-ATLANTIC FIELD OFFICES

MARYLAND	HOWARD COUNTY
PENNSYLVANIA	CUMBERLAND COUNTY
PENNSYLVANIA	DAUPHIN COUNTY
VIRGINIA	HENRICO COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	MOBILE COUNTY
FLORIDA	LEE COUNTY
FLORIDA	MANATEE COUNTY
FLORIDA	MARION COUNTY
FLORIDA	SARASOTA COUNTY
SOUTH CAROLINA	HORRY COUNTY
SOUTH CAROLINA	RICHLAND COUNTY

MIDWEST FIELD OFFICES

MINNESOTA	ANOKA COUNTY
MINNESOTA	DAKOTA COUNTY
MINNESOTA	ST LOUIS COUNTY
OHIO	BUTLER COUNTY

WISCONSIN	DANE COUNTY
WISCONSIN	WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA	ST. TAMMANY PARISH
OKLAHOMA	TULSA COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI	ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

UTAH	UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	PIMA COUNTY
CALIFORNIA	STANISLAUS COUNTY

NORTHWEST/ALASKA FIELD OFFICES

WASHINGTON	KITSAP COUNTY

ATTACHMENT E

COUNTIES QUALIFIED THROUGH 2024 OR 2025 THAT CONTAIN NON-PARTICIPATING COMMUNITIES

NEW ENGLAND FIELD OFFICES

CUMBERLAND COUNTY	MAINE

NEW YORK/NEW JERSEY FIELD OFFICES

ATLANTIC COUNTY	NEW JERSEY
WESTCHESTER COUNTY	NEW YORK

MID-ATLANTIC FIELD OFFICES

DAUPHIN COUNTY	PENNSYLVANIA
LEHIGH COUNTY	PENNSYLVANIA

SOUTHEAST/CARIBBEAN FIELD OFFICES

MOBILE COUNTY	ALABAMA
BREVARD COUNTY	FLORIDA
COLLIER COUNTY	FLORIDA
JACKSONVILLE-DUVAL COUNTY	FLORIDA
MANATEE COUNTY	FLORIDA
MARION COUNTY	FLORIDA
PASCO COUNTY	FLORIDA
SARASOTA COUNTY	FLORIDA
ST. JOHNS COUNTY	FLORIDA
CLAYTON COUNTY	GEORGIA
GWINNETT COUNTY	GEORGIA
MECKLENBURG COUNTY	NORTH CAROLINA
UNION COUNTY	NORTH CAROLINA
WAKE COUNTY	NORTH CAROLINA
HORRY COUNTY	SOUTH CAROLINA

RICHLAND COUNTY	SOUTH CAROLINA
SPARTANBURG COUNTY	SOUTH CAROLINA

MIDWEST FIELD OFFICES

KANE COUNTY	ILLINOIS
MCHENRY COUNTY	ILLINOIS
HAMILTON COUNTY	INDIANA
RAMSEY COUNTY	MINNESOTA
ST. LOUIS COUNTY	MINNESOTA
WASHINGTON COUNTY	MINNESOTA
BUTLER COUNTY	OHIO
DANE COUNTY	WISCONSIN
WAUKESHA COUNTY	WISCONSIN

SOUTHWEST FIELD OFFICES

TULSA COUNTY	OKLAHOMA
BEXAR COUNTY	TEXAS
BRAZORIA COUNTY	TEXAS
FORT BEND COUNTY	TEXAS
MONTGOMERY COUNTY	TEXAS
WILLIAMSON COUNTY	TEXAS

GREAT PLAINS FIELD OFFICES

JEFFERSON COUNTY	MISSOURI
ST. CHARLES COUNTY	MISSOURI

ROCKY MOUNTAIN FIELD OFFICES

ARAPAHOE COUNTY	COLORADO
UTAH COUNTY	UTAH

PACIFIC/HAWAII FIELD OFFICES

PIMA COUNTY	ARIZONA
PINAL COUNTY	ARIZONA
MONTEREY COUNTY	CALIFORNIA
SANTA BARBARA COUNTY	CALIFORNIA

NORTHWEST/ALASKA FIELD OFFICES

MULTNOMAH COUNTY	OREGON
KITSAP COUNTY	WASHINGTON
THURSTON COUNTY	WASHINGTON

ATTACHMENT F
LIST OF COUNTIES THAT MAY QUALIFY AS URBAN COUNTIES
IF METROPOLITAN CITIES RELINQUISH THEIR STATUS

State	Name	POP21
AL	**Madison County**	**395,211**
AL	Huntsville city (pt.)	212,359
AL	**Montgomery County**	**227,434**
AL	Montgomery city	198,665
AL	**Tuscaloosa County**	**227,007**
AL	Tuscaloosa city	100,618
AR	**Benton County**	**293,692**
AR	Bentonville city	56,734
AR	Rogers city	71,112
AR	Springdale city (pt.)	12,106
AR	**Pulaski County**	**397,821**
AR	Jacksonville city	29,305
AR	Little Rock city	201,998
AR	North Little Rock city	64,162
AR	**Washington County**	**250,057**
AR	Fayetteville city	95,230
AR	Springdale city (pt.)	75,503
AZ	**Yavapai County**	**242,253**
AZ	Prescott city	46,833
AZ	**Yuma County**	**206,990**
AZ	Yuma city	97,093
CA	**Butte County**	**208,309**
CA	Chico city	102,338
CA	Paradise town	5,268
CA	Springdale city (pt.)	75,503
CA	**Merced County**	**286,461**
CA	Merced city	89,308
CA	**Placer County**	**412,300**
CA	Rocklin city	72,975
CA	Roseville city	151,901
CA	**Santa Cruz County**	**267,792**
CA	Santa Cruz city	61,950
CA	Watsonville city	52,067

State	Name	POP21
CA	**Solano County**	**451,716**
CA	Fairfield city	119,705
CA	Vacaville city	103,078
CA	Vallejo city	124,886
CA	**Yolo County**	**216,986**
CA	Davis city	66,799
CA	West Sacramento city	53,637
CA	Woodland city	61,398
CO	**Boulder County**	**329,543**
CO	Boulder city	104,175
CO	Longmont city (pt.)	99,463
CO	**Larimer County**	**362,533**
CO	Fort Collins city	168,538
CO	Loveland city	77,194
FL	**Alachua County**	**279,238**
FL	Gainesville city	140,398
FL	**Leon County**	**292,817**
FL	Tallahassee city	197,102
FL	**Okaloosa County**	**213,255**
FL	Crestview city	27,820
FL	Fort Walton Beach city	20,879
FL	**St. Lucie County**	**343,579**
FL	Fort Pierce city	47,927
FL	Port St. Lucie city	217,523
GA	**Chatham County**	**296,329**
GA	Savannah city	147,088
GA	**Hall County**	**207,369**
GA	Gainesville city	43,417
IA	**Linn County**	**228,939**
IA	Cedar Rapids city	136,467
ID	**Ada County**	**511,931**
ID	Boise City city	237,446
ID	Meridian city	125,963
ID	**Canyon County**	**243,115**
ID	Caldwell city	63,629
ID	Nampa city	106,186
IL	**Champaign County**	**205,943**
IL	Champaign city	89,114
IL	Rantoul village	12,119
IL	Urbana city	38,681

State	Name	POP21
IL	**Winnebago County**	**283,119**
IL	Rockford city (pt.)	147,711
IN	**Allen County**	**388,608**
IN	Fort Wayne city	265,974
IN	**Elkhart County**	**206,921**
IN	Elkhart city	53,949
IN	Goshen city	34,756
IN	**St. Joseph County**	**272,212**
IN	Mishawaka city	51,074
IN	South Bend city	103,353
KS	**Sedgwick County**	**523,828**
KS	Wichita city	395,699
LA	**Caddo Parish**	**233,092**
LA	Shreveport city (pt.)	181,146
LA	**Calcasieu Parish**	**205,282**
LA	Lake Charles city	81,097
ME	**York County**	**214,591**
ME	Biddeford city	22,569
MI	**Ingham County**	**284,034**
MI	East Lansing city (pt.)	44,417
MI	Lansing city (pt.)	107,653
MI	**Kalamazoo County**	**261,108**
MI	Kalamazoo city	73,257
MI	Portage city	48,844
MO	**Clay County**	**255,518**
MO	Kansas City city (pt.)	139,432
MO	**Greene County**	**300,865**
MO	Springfield city (pt.)	169,722
MO	**Jackson County**	**716,862**
MO	Blue Springs city	59,430
MO	Independence city (pt.)	122,088
MO	Kansas City city (pt.)	314,956
MO	Lee's Summit city (pt.)	100,061
MS	**Harrison County**	**209,396**
MS	Biloxi city	49,241
MS	Gulfport city	72,105
MS	**Hinds County**	**222,679**
MS	Jackson city (pt.)	149,387
NC	**Buncombe County**	**271,534**
NC	Asheville city	94,067

State	Name	POP21
NC	**Cabarrus County**	**231,278**
NC	Concord city	107,697
NC	Kannapolis city (pt.)	43,875
NC	**Durham County**	**326,126**
NC	Chapel Hill town (pt.)	2,847
NC	Durham city (pt.)	285,115
NC	Raleigh city (pt.)	1,540
NC	**Forsyth County**	**385,523**
NC	High Point city (pt.)	80
NC	Winston-Salem city	250,320
NC	**Gaston County**	**230,856**
NC	Gastonia city	81,161
NC	**Guilford County**	**542,410**
NC	Burlington city (pt.)	1,892
NC	Greensboro city	298,263
NC	High Point city (pt.)	107,265
NC	**New Hanover County**	**229,018**
NC	Wilmington city	117,643
NC	**Onslow County**	**206,160**
NC	Jacksonville city	72,876
NE	**Douglas County**	**585,008**
NE	Omaha city	487,300
NE	**Lancaster County**	**324,514**
NE	Lincoln city	292,657
NM	**Bernalillo County**	**674,393**
NM	Albuquerque city	562,599
NM	Rio Rancho city (pt.)	5
NM	**Doña Ana County**	**221,508**
NM	Las Cruces city	112,914
NV	**Washoe County**	**493,392**
NV	Reno city	268,851
NV	Sparks city	109,796
NY	**Niagara County**	**211,653**
NY	Niagara Falls city	48,360
NY	**Oneida County**	**230,274**
NY	Rome city	31,974
NY	Utica city	64,501
OH	**Lorain County**	**315,595**
OH	Elyria city	52,816
OH	Lorain city	65,430

State	Name	POP21
OH	**Lucas County**	**429,191**
OH	Toledo city	268,508
OH	**Mahoning County**	**226,762**
OH	Alliance city (pt.)	46
OH	Youngstown city (pt.)	60,268
OH	**Trumbull County**	**201,335**
OH	Warren city	39,020
OH	Youngstown city (pt.)	2
OK	**Cleveland County**	**297,597**
OK	Moore city	63,462
OK	Norman city	128,097
OK	Oklahoma City city (pt.)	78,976
OK	**Oklahoma County**	**798,575**
OK	Edmond city	95,341
OK	Midwest City city	58,145
OK	Oklahoma City city (pt.)	527,861
OR	**Deschutes County**	**204,801**
OR	Bend city	102,059
OR	Redmond city	35,582
OR	**Jackson County**	**223,734**
OR	Ashland city	21,607
OR	Medford city	86,367
OR	**Lane County**	**383,189**
OR	Eugene city	175,096
OR	Springfield city	62,256
PA	**Erie County**	**269,011**
PA	Erie city	93,999
PA	**Lackawanna County**	**215,663**
PA	Scranton city	75,874
SC	**Anderson County**	**206,908**
SC	Anderson city	29,284
TN	**Hamilton County**	**369,135**
TN	Chattanooga city	182,113
TN	**Montgomery County**	**227,900**
TN	Clarksville city	170,957
TN	**Rutherford County**	**352,182**
TN	Murfreesboro city	157,519
TN	**Williamson County**	**255,735**
TN	Franklin city	85,469

State	Name	POP21
TX	**Bell County**	**379,617**
TX	Killeen city	156,261
TX	Temple city	85,416
TX	**Brazos County**	**237,032**
TX	Bryan city	86,866
TX	College Station city	120,019
TX	**Cameron County**	**423,029**
TX	Brownsville city	187,831
TX	Harlingen city	71,925
TX	San Benito city	24,780
TX	**El Paso County**	**867,947**
TX	El Paso city	678,415
TX	**Galveston County**	**355,062**
TX	Galveston city	53,219
TX	League City city (pt.)	113,073
TX	Texas City city (pt.)	54,247
TX	**Hays County**	**255,397**
TX	Austin city (pt.)	975
TX	San Marcos city (pt.)	68,577
TX	**Jefferson County**	**253,704**
TX	Beaumont city	112,556
TX	Port Arthur city (pt.)	55,645
TX	**Lubbock County**	**314,451**
TX	Lubbock city	260,993
TX	**McLennan County**	**263,115**
TX	Waco city	139,594
TX	**Nueces County**	**353,079**
TX	Corpus Christi city (pt.)	317,773
TX	**Smith County**	**237,186**
TX	Tyler city	107,192
TX	**Webb County**	**267,945**
TX	Laredo city	256,153
UT	**Weber County**	**267,066**
UT	Ogden city	86,798
WA	**Benton County**	**210,025**
WA	Kennewick city	84,488
WA	Richland city	61,929
WA	**Whatcom County**	**228,831**
WA	Bellingham city	92,289
WA	**Yakima County**	**256,035**
WA	Yakima city	96,578

State	Name	POP21
WI	**Brown County**	**269,591**
WI	Green Bay city	107,015

ATTACHMENT G

COUNTIES PREVIOUSLY IDENTIFIED AS ELIGIBLE BUT
HAVE NOT ACCEPTED URBAN COUNTY STATUS

NEW ENGLAND FIELD OFFICES

NEW HAMPSHIRE	HILLSBOROUGH COUNTY ROCKINGHAM COUNTY

NEW YORK/NEW JERSEY OFFICES

NEW YORK	SARATOGA COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE	SUSSEX COUNTY
MARYLAND	FREDERICK COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	SHELBY COUNTY
FLORIDA	HERNANDO COUNTY
GEORGIA	FORSYTH COUNTY
TENNESSEE	SUMNER COUNTY

MIDWEST FIELD OFFICES

MICHIGAN	OTTAWA COUNTY
OHIO	DELAWARE COUNTY

SOUTHWEST FIELD OFFICES

TEXAS	COLLIN COUNTY DENTON COUNTY ELLIS COUNTY

GREAT PLAINS FIELD OFFICES

IOWA	POLK COUNTY

ROCKY MOUNTAIN FIELD OFFICES

UTAH	DAVIS COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	MOHAVE COUNTY*
CALIFORNIA	TULARE COUNTY

*Mohave County may only qualify as an urban county if the cities of Kingman and Lake Havasu both decide not to accept their entitlement status.

A RESOLUTION
REGARDING THE UTAH DEPARTMENT OF TRANSPORTATION'S LITTLE COTTONWOOD CANYON ENVIRONMENTAL IMPACT STATEMENT

WHEREAS, Little Cottonwood Canyon ("LCC") is a treasured natural resource;

WHEREAS, the Utah Department of Transportation ("UDOT") conducted an Environmental Impact Statement regarding transportation improvement alternatives for State Route (S.R.) 210 in and near LCC (the "LCC EIS");

WHEREAS, UDOT issued a Final LCC EIS (the "Final EIS"), in which it identified Gondola Alternative B (the "Gondola Alternative"), with proposed phasing ("Phase 1, Phase 2 and Phase 3") as shown in Exhibit A, as the preferred alternative to improve transportation in LCC;

WHEREAS, UDOT subsequently determined additional analysis was warranted, issued supplemental information reports, and conducted additional public review and comment period;

WHEREAS, UDOT issued a Record of Decision in the summer of 2023;

WHEREAS, the undersigned Salt Lake County Mayors believe the transportation improvements identified in Phase 1 and Phase 2 will sufficiently satisfy the transportation improvement needs in LCC; and

WHEREAS, the undersigned Salt Lake County Mayors wish to articulate their position regarding UDOT's preference to adopt and implement all three phases of the Gondola Alternative,

NOW, THEREFORE, be it resolved that the undersigned Salt Lake County Mayors support:

1. fully funding and implementing the transportation improvements identified in Phase 1 and Phase 2 as shown in Exhibit A; and

2. conducting a complete assessment of the effectiveness of the Phase 1 and Phase 2 transportation improvements before funding and implementing Phase 3, i.e., construction of the Gondola, including access road and parking structure as shown in Exhibit A.

APPROVED and ADOPTED this ____ day of ________________ 2023.

____________________________ Mayor Mendenhall	____________________________ Mayor Zoltanski
___________________________ Mayor Smolka	____________________________ Mayor Palmer
____________________________ Mayor Weichers	_____________________________ Mayor Hall
_____________________________ Mayor Bourke	_____________________________ Mayor Dahle
_____________________________ Mayor Wood	

EXHIBIT A

Final EIS: Gondola B Phased Implementation

Little Cottonwood Canyon ENVIRONMENTAL IMPACT STATEMENT
S.R. 210 | Wasatch Blvd. to Alta

Transportation Improvement	Phase 1	Phase 2	Phase 3
Increased Bus Service	✓	✓	✗
Mobility Hub at the Gravel Pit	✓	✓	✓
Tolling	✓	✓	✓
Restrict winter roadside parking	✓	✓	✓
Wasatch Boulevard improvements	✓	✓	✓
Snowsheds		✓	✓
Trailhead improvements		✓	✓
Gondola B infrastructure *(Includes access road and parking structure)*			✓

STAFF REPORT

To: Town of Alta Town Council

From: Cameron Platt, Polly McLean

Date: September 7, 2023

Re: Civil Code Enforcement

This staff report is a summary of the Town's current enforcement options with criminal, civil, or administrative enforcement, and civil code enforcement authorized by Utah statute with a brief description of the process and advantages.

When the Council previously discussed the topic of civil code enforcement for the winter parking permit system, several Council Members expressed concerns with broad implementation of civil code enforcement for other ordinance violations. Due to the questions and concerns expressed by the Council, the topic of civil code enforcement is now being brought back to the Council for discussion and direction to staff on next steps, if any, regarding implementing civil code enforcement.

Town of Alta's Current Enforcement Options

The current Alta Town Code authorizes officials of the Town to enforce ordinances through criminal, civil, or administrative actions.[1] Following is a summary of the three different types of enforcement classifications with penalties and burden of proof:

- Criminal – The Town may impose criminal penalties as Class B or C misdemeanors, or infractions:
  - Class B misdemeanor – Fine up to $1,000.00 or imprisonment of up to 6 months.
  - Class C misdemeanor - Fine up to $750.00 or imprisonment of up to 90 days.
  - Infraction - Fine up to $750 but no imprisonment allowed.[2]
  - Burden of proof is "beyond a reasonable doubt."[3]
- Civil – The Town may impose civil penalties:
  - Fines up to the maximum amount allowed for Class B misdemeanors under state statute for violations of municipal ordinances (currently $1,000.00).[4]
  - Burden of proof is "preponderance of the evidence."[5]

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[1] Alta Town Code § 1-4-1.
[2] Utah Code Ann. § 76-3-301(A); Utah Code Ann. § 76-3-204
[3] Model Utah Jury Instruction Cr103, ("Proof beyond a reasonable doubt is proof that leaves you firmly convinced of the defendant's guilt.)
[4] Utah Code Ann. § 10-3-703.7; Utah Code Ann. § 10-3-703(2); see also generally Utah Code Ann. § 10-7-11 *et seq.*
[5] Model Utah Jury Instruction CV117, (The evidence must show "that the fact is more likely to be true than not true" or "proof by the greater weight of the evidence, however slight.").

- Administrative – The Town may suspend, revoke, or issue administrative fines for permit and licensing violations.[6]
    - Burden of proof is "preponderance of the evidence."

Summary of Civil Ordinance Enforcement

A civil enforcement procedure is very similar to criminal enforcement and requires all of the following:

- Passage of an ordinance enacting civil ordinance enforcement that classifies ordinance violations as civil violations.[7]
- Publishing fine schedules in an ordinance or the municipal fee schedule.
- Issuance of a notice of violation or citation for the violation.
- Provision of due process rights with dispute and appeal procedures.
- Hearing and appeal before a neutral decisionmaker (i.e. and administrative law judge).

The Town currently has all these same functions for its criminal violation process with the Marshal's Office issuing the citation and the Justice Court administering the due process procedures. A civil ordinance enforcement program would merely shift the enforcement process from the Justice court to an administrative law judge process. The criminal violation process would continue as an option for more serious violations.

Municipal use of civil ordinance enforcement results in reduced cost and time for enforcement, adjudication, and appeals. The reduced costs and time are mainly a result of the lower burden of proof required in civil actions. Rather than spending investigative resources to meet the high standard of "beyond a reasonable doubt," civil enforcement only requires "preponderance of the evidence" (more than 50% proof that the violation occurred). The due process requirements are similar in that a hearing and appeal is required, but there is no obligation to provide public defenders to indigent defendants, and the procedures are more flexible because the penalty may not include any imprisonment, but can include higher monetary fines than the state bail schedule.

Finally, the vast majority of municipalities use civil ordinance enforcement. Historically, this type of enforcement was only used in land-use or zoning violations, or nuisance violations. But in 2019, Utah's legislature expanded municipal authority to any municipal ordinance violation.

Conclusion

Based on the lower costs and greater flexibility in enforcement, Town staff is requesting that the Council consider enacting a civil code enforcement ordinance, beyond just parking violations, to allow other/all ordinance violations through a civil process.

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[6] Utah Code Ann. § 10-8-1 *et seq*, (listing regulatory powers of municipalities).
[7] The Town completed this step in November 2022 as part of the implementation of the winter parking plan.