

June Budget Amendments for General Fund Budget 2013-2014

Additional Revenues for General Fund			
	Original Budget	Additional	Amended Budget
10-31-3000 General Sales Tax	3,125,000.00	51,239.00	3,176,239.00
10-31-5000 Transient Room Tax	42,000.00	13,000.00	55,000.00
10-36-8404 Sports Banners	0.00	6,375.00	6,375.00
10-33-1000 CDBG Grant Revenue	58,855.00	101,030.00	159,885.00
10-33-4500 SLC Reimbursmanet Storm Drain	0.00	31,440.00	31,440.00
10-33-2100 UDOT Funds for 4500 South	0.00	97,782.00	97,782.00
TOTAL	\$3,225,855.00	\$300,866.00	\$3,526,721.00
Amendments to General Fund Expenses			
	Original Budget	Additional	Amended Budget
10-430-100 Sequoia Development	0.00	30,000.00	30,000.00
10-680-311 GIS	7,500.00	6,375.00	13,875.00
10-640-120 Seasonal Parks Workers	20,000.00	10,000.00	30,000.00
10-530-614 CDBG Expenses (ADA Project)	58,885.00	101,060.00	159,885.00
10-460-610 Transaction Fees	5,000.00	2,000.00	7,000.00
10-900-100 Transfer to Capital Fund	151,461.00	1,979,328.00	2,130,789.00
TOTAL	\$242,846.00	\$2,128,763.00	\$2,371,549.00

June Budget Amendments to Capital Improvements Fund 2013-2014

Additional Revenues for Capital Fund			
	Original Budget	Additional	Amended Budget
22-38-4000 Transfer from General Fund	1,979,328.00	151,461.00	2,130,789.00
22-610-751 Sidewalk 4500 South	45,000.00	120,017.00	165,017.00
22-600-320 Storm Drains and Improvements	75,000.00	31,444.00	106,444.00
TOTAL	\$2,099,328.00	\$302,922.00	\$2,402,250.00

SALT LAKE COUNTY
Standard Form Contract No. 14-00973, Approved 1-Jul-2014, Expires 30-Jun-2017
LOCAL ARTS AGENCY ADVANCEMENT INITIATIVE
ZOO, ARTS AND PARKS FUNDING AGREEMENT
Between
SALT LAKE COUNTY
And
Holladay City / Holladay Arts Council

THIS AGREEMENT is made and entered into by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("COUNTY"), and **Holladay City / Holladay Arts Council**, either a Utah municipality or a Utah non-profit organization, whose mailing address is 4580 South 2300 East, Holladay, UT, 84117 ("RECIPIENT").

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. §§ 59-12-701, et seq., (1953, as amended) and has enacted an ordinance, Chapter 3.07, Salt Lake County Code of Ordinances, 2005, as well as policies governing distribution of the revenues collected pursuant to this tax, which revenues are referred to as the "Zoo, Arts & Parks Funds" ("Funds");

WHEREAS, the administration of Funds is through the County's Zoo, Arts & Parks Program ("ZAP Program");

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the Funds pursuant to the statute, ordinance, and policies through the COUNTY's Local Arts Agency Advancement Initiative, which is part of the Zoo, Arts & Parks Program ("ZAP Program");

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, and the payment of the amount of Funds as specified, the parties agree as follows:

1. CONSIDERATION

- A. Subject to the conditions set forth in Paragraph 1D below, COUNTY shall contribute ZAP Funds to RECIPIENT an amount up to **\$14,000.00** per year for up to three (3) years, starting with the 2014 year and ending with the 2016 year. Of this amount, up to \$10,000.00 shall be used each year to pay the wage and benefits of an employee dedicated to managing RECIPIENT's Local Arts Agency (the "LAA Employee"). The remaining funds, up to \$4,000.00, shall be used each year for expenses associated with the professional education and training of the LAA Employee.
- B. For the 2014 year, COUNTY shall make the ZAP Funds available to RECIPIENT on or before December 31, 2014. For the 2015 and 2016 years, COUNTY shall make the ZAP Funds available to RECIPIENT upon receiving verification that RECIPIENT has satisfied the conditions outlined in Paragraph 1D below.

- C. Professional education and training fund expenses will be mutually agreed upon by the COUNTY and RECIPIENT. RECIPIENT will pay for the education and training funds initially and will then be reimbursed by the COUNTY. Reimbursement will require a receipt (may be digitally submitted).
- D. COUNTY's obligation to contribute ZAP Funds to RECIPIENT each year under this Agreement is contingent upon RECIPIENT contributing Matching Funds toward the Local Arts Agency Advancement Initiative each year and using such Matching Funds to pay the wage and benefits of its LAA Employee, as described in Paragraph 1A above. Matching Funds means RECIPIENT's own funds in an amount equal to at least the amount of COUNTY's contribution to RECIPIENT each year under this Agreement.
- E. To the extent RECIPIENT uses its LAA Employee to perform work or functions unrelated to the Local Arts Agency Advancement Initiative, RECIPIENT shall use its own funds to pay for the LAA Employee's wage and benefits and may neither use Funds received under this Agreement or the Matching Funds described under Paragraph 1D above.
- F. The payment of Funds to RECIPIENT under Paragraph 1A shall be paid as set forth in Chapter 3.07, Salt Lake County Ordinances, 2005; and the COUNTY'S Policy #1031. The amount specified in Paragraph 1A is based on future ZAP revenue projections and the Tier II Advisory Board's recommendation as approved by the Salt Lake County Council. Actual amounts distributed to RECIPIENT each year may be decreased if future ZAP revenues differ from those projected. Funds may be distributed in several payments each year.
- G. In exchange for receipt of Funds from COUNTY under this Agreement, RECIPIENT agrees to do the following:
 - i. RECIPIENT agrees to account for these Funds as well as its Matching Funds in their Evaluation report submitted with their annual Tier II Application/Evaluation detailing how Funds were expended.
 - ii. RECIPIENT agrees to acknowledge the Zoo, Arts and Parks Local Arts Agency Advancement Initiative ("ZAP LAAA Initiative") on their website, in any annual reports, and as appropriate to the RECIPIENT.

2. PUBLIC FUNDS AND PUBLIC MONIES:

- A. Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in RECIPIENT'S possession.
- B. RECIPIENT'S Obligation: RECIPIENT of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public

funds" and "public monies" as authorized by law and this Agreement for ZAP qualifying activities in Salt Lake County. RECIPIENT understands that it, its officers, and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of public funds or monies. RECIPIENT expressly understands that COUNTY may monitor the expenditure of public funds by RECIPIENT.

- C. COUNTY reserves the right to audit the use of Funds and the accounting of the use of Funds received by RECIPIENT under this Agreement. If an audit is requested by the COUNTY, RECIPIENT shall cooperate fully with COUNTY and its representatives in the performance of the audit.
- D. RECIPIENT expressly understands that COUNTY may withhold funds or require repayment of funds from RECIPIENT for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

3. EFFECTIVE DATE:

- A. This Agreement shall be for a term of three (3) years, beginning on the date of the first distribution of Funds to RECIPIENT, and shall not be renewable. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for within RECIPIENT'S fiscal year.
- B. If all Funds received under this Agreement each year are not expended during RECIPIENT'S fiscal year or time period indicated in their application, RECIPIENT agrees to account for the Funds in the succeeding fiscal year pursuant the terms and conditions of this Agreement.
- C. All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended.

4. INTERLOCAL COOPERATION ACT:

If RECIPIENT is a governmental entity in the State of Utah the following provisions apply:

- A. The Parties agree to review, adopt, execute, and retain this Agreement in accordance with the requirements of the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Cooperation Act").
- B. The Parties agree that this Agreement does not establish an interlocal entity or a joint or cooperative undertaking as described in the Cooperation Act.

5. NON-FUNDING CLAUSE:

- A. COUNTY intends to request the appropriation of funds to be paid for the services provided by RECIPIENT under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, the COUNTY'S obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and

appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of RECIPIENT, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

- B. If funds are not appropriated to fund performance by COUNTY under this Agreement, COUNTY shall promptly notify RECIPIENT of said non-funding and the termination of this Agreement. However, in no event, shall COUNTY notify RECIPIENT of said non-funding later than 30 (thirty) days after the expiration of the fiscal year for which funds were last appropriated.

6. MAINTENANCE AND AVAILABILITY OF RECORDS:

RECIPIENT agrees to maintain detailed and accurate records of the use of all Funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by COUNTY from time to time upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a professional manner and form. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, COUNTY agrees that its review and/or disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et. seq. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

7. ASSIGNMENT AND TRANSFER OF FUNDS:

It is understood and agreed that RECIPIENT shall not assign or transfer its rights or receipt of Funds under this Agreement, any interest therein, or claim hereunder. The Funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

8. INDEPENDENT ENTITY:

It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent entity. RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representative, or any other of COUNTY'S officers, agents or employees. The parties stipulate that the Funds provided RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. To the extent that any actions taken by RECIPIENT violate the understanding between the parties, as expressed in RECIPIENT'S application for Funds and in this Agreement, COUNTY shall have the rights provided under this Agreement to withdraw funding and demand reimbursement of Funds previously expended by RECIPIENT.

9. INDEMNIFICATION:

- A. RECIPIENT agrees to indemnify, defend and save harmless the COUNTY, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S, or its officers', agents', or employees' negligent or wrongful acts or failures to act which occur during the term of the Agreement, or, if Funds are not fully expended during the term of this Agreement, during the period of time in which RECIPIENT expends Funds made available under this Agreement.
- B. To the extent permitted by law, COUNTY agrees to indemnify, defend and save harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, directly arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance of the Agreement.
- C. COUNTY is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63G-7-101, et seq. (1953, as amended). The parties agree that COUNTY shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.
- D. If RECIPIENT is a governmental entity in the State of Utah, subject to the Act, the parties agree that RECIPIENT shall only be liable within the parameters of the Governmental Immunity Act and that nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

10. INSURANCE:

RECIPIENT shall maintain such insurance as is appropriate and in accordance with industry standards and recommendations for the events, programs and operations it conducts.

11. NO OFFICER OR EMPLOYEE INTEREST:

It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the Funds distributed.

12. TERMINATION:

- A. The COUNTY may terminate this Agreement as a result of the failure of RECIPIENT to fulfill its obligations under this Agreement. The COUNTY shall provide written notice of termination of this Agreement by delivering to RECIPIENT a Notice of Termination specifying the basis for the termination. Upon RECIPIENT's receipt of a Notice of Termination, RECIPIENT shall have 30 days in which to cure the basis for termination set forth in such Notice of Termination. If RECIPIENT fails to cure such basis for termination within such 30-day period, COUNTY may terminate this Agreement. Upon termination of this agreement, RECIPIENT shall immediately deliver to the COUNTY all unused Funds previously paid to RECIPIENT under this Agreement.
- B. The COUNTY may terminate this agreement for the following non-inclusive reasons:

- i. RECIPIENT no longer qualifies for receipt of funding as a Tier II organization under the COUNTY'S ZAP Program;
 - ii. RECIPIENT was determined to be qualified based upon the submission of erroneous information, and may require RECIPIENT to return all Funds paid to RECIPIENT based upon the erroneous information;
 - iii. If the financial health of RECIPIENT is in such jeopardy that organizational dissolution is inevitable.
- C. The rights and remedies of the COUNTY are in addition to any other rights and remedies provided by law or under this Agreement.

13. ETHICAL STANDARDS:

RECIPIENT represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2005; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

14. COUNTY REPRESENTATIVE:

COUNTY hereby appoints the Program Director of the COUNTY'S ZAP Program as COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary for RECIPIENT'S performance of this Agreement, and if such assistance is requested by RECIPIENT. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees during RECIPIENT'S ordinary course of business or in RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.

15. COMPLIANCE WITH LAWS:

RECIPIENT agrees that it, its officers, agents and employees will comply with all laws, federal, state or local, which apply to its operations and in particular those laws created to protect the rights of individuals, including, but not limited to, those laws requiring access for persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

16. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agents for either party that are not contained

in this written agreement shall be binding or valid. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties. Moreover, as a standard form contract approved by the District Attorney's Office, any alteration without the approval of the District Attorney's Office shall render the agreement void and without effect. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, U.C.A., (1953, as amended); and Chapter 3.07, Salt Lake County Code of Ordinances, 2005, as amended; and County Policy #1031.

17. SEVERABILITY:

COUNTY and RECIPIENT agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be void, voidable, unenforceable, or invalid, prohibited, or unenforceable under applicable law, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement, but this Agreement shall be construed as if such void, voidable, unenforceable, or invalid provision had never been set forth herein.

18. SURVIVAL:

All covenants made by RECIPIENT shall survive the expiration date of this Agreement if any Funds paid to RECIPIENT under this Agreement remain unexpended and shall continue to bind RECIPIENT until all such Funds are expended.

19. GOVERNING LAWS:

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and Salt Lake County, both as to interpretation and performance.

20. WARRANT OF AUTHORITY:

Any person signing this Agreement warrants his or her authority to do so and bind RECIPIENT. RECIPIENT understands that COUNTY may require RECIPIENT to return all Funds paid to RECIPIENT based upon a breach of the warrant of authority.

[Intentionally left blank, signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

SALT LAKE COUNTY

By: _____
Mayor Ben McAdams or Designee

Date: _____

Holladay City / Holladay Arts Council
RECIPIENT

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

/s/ Stephen M. Barnes
Stephen M. Barnes
Deputy District Attorney

Date: May 19, 2014

CITY OF HOLLADAY

ORDINANCE NO. 2014-___

**AN ORDINANCE AMENDING CHAPTER 13.76.240 PERTAINING TO
ANIMAL AND FOWL REGULATIONS.**

WHEREAS, Section 10-9A0501, *et seq.*, Utah Code Annotated, 1953, as amended, grants the authority to municipalities to enact land use ordinances; and

WHEREAS, the Holladay City Planning Commission has reviewed potential amendments and held commission discussion during various public meetings to discuss portions of Chapter 13.76.240 pertaining to regulation of bees; and

WHEREAS, the commission has held a noticed public hearing regarding Chapter 13.76.240 on March 18, 2014; and

WHEREAS, the Commission has recommended favorably to the Holladay City Council (“Council”) the Chapters be considered to be revised; and

WHEREAS, the Council has also conducted a noticed public hearing regarding these Chapters on May 1st, 2014; and

WHEREAS, said Chapters received favorable support during the hearings.

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

That Chapter 13.76.24 Animal and Fowl Regulations be amended to read as shown on Exhibit A attached hereto.

PASSED AND APPROVED this 5th day of June, 2014.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Lynn H. Pace	Yea	___	Nay	___
J. James Palmer, Jr.	Yea	___	Nay	___
Sabrina R. Petersen	Yea	___	Nay	___
Patricia Pignanelli	Yea	___	Nay	___
Steven H. Gunn	Yea	___	Nay	___
Robert Dahle	Yea	___	Nay	___

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

Deposited in the office of the City Recorder this 5th day of June, 2014.

Recorded this 5th day of June, 2014.

1 **13.76.240: ANIMAL AND FOWL RESTRICTIONS:**

2
3 D. Beekeeping:

4 1. All beekeeping activities shall comply with the requirements of Title 8 of this
5 code.

6 2. The keeping of bee colonies on a lot of at least eight thousand (8,000) square feet,
7 shall be limited to the numbers of colonies as allowed by table 13.76.240.4 of this section.

8
9 **TABLE 13.76.240.4**

10

<u>SINGLE FAMILY RESIDENTIAL (R-1)</u>	<u>COLONIES</u>
<u>Less than 8,000 square feet</u>	<u>None allowed</u>
<u>8,000 SF to 16,000 SF</u>	<u>2</u>
<u>Over 16,000 SF to 1/2 acre</u>	<u>4</u>
<u>Over 1/2 acre but less than 1 acre</u>	<u>6</u>
<u>1 acre and over</u>	<u>8</u>
<u>Exemption -1 acre and over</u>	<u>Where all hives are situated at least 200 feet in any direction from all property lines of the lot/parcel on which the apiary is situated, there shall be no limit to the number of colonies.</u>
<u>Exemption -1 acre and over</u>	<u>So long as all abutting property that is within a radius of 200 feet from any hive, remains undeveloped property, there shall be no limit to the number of colonies.</u>

11 Note:

12 1. Over the minimum number of square feet required for a single-family residential lot in the
13 zone.

14

1 Chapter 8.01

2
3 **DEFINITIONS:**

4
5 8.01.107: Beekeeping: As used in this title, the following words and terms shall have the
6 meanings ascribed in this section unless the context of their usage clearly indicates
7 another meaning:

8 a. "Apiary" means the assembly of one or more colonies of bees at a single location.

9 b. "Beekeeper" means a person who owns or has charge of one or more colonies of
10 bees.

11 c. "Beekeeping equipment" means anything used in the operation of an apiary, such
12 as hive bodies, supers, frames, top and bottom boards and extractors.

13 d. "Colony" means an aggregation of bees in any type of hive that includes queens,
14 workers, drones, or brood.

15 e. "Honey Bee" means all life stages of the common domestic honey bee, *Apis*
16 *mellifera* species.

17 f. "Hive" means a frame hive, box hive, box, barrel, log, gum skep, or other
18 artificial or natural receptacle that may be used to house bees.

19 g. "Lot, parcel, plot or tract of land", see section 13.04.040 of this title.

20 h. "Undeveloped property" means any idle land that is not improved or actually in
21 the process of being improved with residential, commercial, public or other structures or
22 improvement intended for human use occupation and the grounds maintained in
23 association therewith.

24
25
26 **8.13: BEEKEEPING**

27
28 A. *Purpose:* The purpose of this subsection is to establish certain requirements of sound
29 beekeeping practices, which are intended to avoid problems that may otherwise be
30 associated with the keeping of bees in populated areas.

31
32 B. *Certain Conduct Unlawful:* Notwithstanding compliance with the various requirements
33 of this chapter, it shall be unlawful for any person to maintain an apiary or to keep any
34 colony on any property in a manner that threatens public safety or creates a nuisance.

35
36 C. *Colony Conditions:* Notwithstanding compliance with the various requirements of this
37 subsection, it shall be unlawful for any beekeepers to keep any colony or colonies in such
38 a manner or of such disposition as to cause any unhealthy condition, interfere with the
39 normal use and enjoyment of human or animal life of others or interfere with the normal
40 use and enjoyment of any public property or property of others.

41
42 D. *Hive Registration:* All honey bee colonies shall be registered with the Utah
43 Department of Agriculture and Consumer Services.

44
45 E. *Setbacks and Fencing of Flyways:* No colony may be placed closer than five (5) feet of
46 any rear or side yard property line. Any colony situated within twenty-five feet of a
47 public or private property line shall require the establishment of a flyway barrier at least
48 six feet (6') in height consisting of a solid wall, fence, dense vegetation or combination

1 thereof. Said barrier shall be parallel to the property line extending ten feet (10') beyond
2 the colony in each direction, forcing a flight pattern elevation of at least six feet (6')
3 above grade.

4
5 F. *Water:* A water source shall be provided on the property and no nearer than twenty feet
6 to the hive to avoid bees congregating on nearby properties in a search for water.

7
8 G. *General Maintenance:* Maintenance shall be such that no bee comb or other materials
9 are left upon the grounds of the apiary site. Upon removal from the hive, all such
10 materials shall promptly be disposed of in a sealed container or placed within a building
11 or other bee-proof enclosure.

12
13 H. *Queens:* The colony shall be promptly re-queened if it exhibits unusual aggressive
14 characteristics by stinging or attempting to sting without due provocation or swarming.
15 Preferably, queens shall be selected from European stock bred for gentleness and non-
16 swarming characteristics.

17
18 I. *Colony Densities:* It shall be unlawful to keep more than the numbers of colonies
19 allowed by section 13.76.240 of this code on any tract, lot or parcel of land within the
20 City of Holladay.

21
22 J. *Utah State Beekeeping Inspection Act:* Each Utah apiary shall meet all requirements
23 and inspection schedules deemed necessary by the Utah Department of Agriculture and
24 Consumer Services.

25
26 K. *Identification:* The beekeeper shall conspicuously post a sign setting forth the name and
27 phone number or other identifying marks, such as a registration number, of the
28 responsible beekeeper.

29
30 L. *Non-compliance:* Upon receipt of information that any colony situated within the city is
31 not being kept in compliance with the conditions set forth by this section, the Community
32 Development Director shall cause an investigation to be conducted.

33 a. If the City finds that grounds exist to believe that one or more violations have
34 occurred he shall send written notice to the beekeeper to cure the violation within five (5)
35 days from the date of the notice. If the violation has not been corrected after notice
36 having been given, a hearing shall be scheduled before the city's hearing officer as set
37 forth in Title 7 of this code.

38 b. If the hearing officer finds that the colony or colonies have been kept in violation
39 of this section, he may order that the bees be destroyed or removed from the city, within
40 twenty (20) days of that decision and that bees not thereafter be kept upon the lot, parcel
41 or tract for a period of two (2) years.

42 c. The provisions of this subsection shall not be construed to require the conduct of a
43 hearing for the destruction of (1) any bee colony not residing in a hive structure intended
44 for beekeeping, or (2) any swarm of bees, or (3) any colony residing in a standard or
45 man-made hive which by virtue of its condition, has obviously been abandoned by the
46 beekeeper.

CITY OF HOLLADAY

RESOLUTION NO. 2014

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AMENDED INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE CITY CORPORATION FOR THE GRANTING OF A PERMIT FOR USE OF PROPERTY LOCATED AT APPROX. 4500 SOUTH 2300 EAST (NE CORNER), HOLLADAY, UTAH.

WHEREAS, City of Holladay (“City”) and Salt Lake City Corporation (“Salt Lake”) are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, the parties are authorized under the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to 314 (1953, as amended) to enter into an agreement with one another for joint or cooperative action; and

WHEREAS, on the 5th day of September, 2013 Resolution 2013-24 was passed by the City Council and such Resolution contained erroneous address which needs to be corrected; and

WHEREAS, City and Salt Lake have a mutual interest in providing a permit for the use of real property located at 4500 South 2300 East (NE Corner), Holladay, Utah.

NOW, THEREFORE, BE IT RESOLVED by the Holladay City Council that it hereby authorizes the Mayor to enter into and execute the Interlocal Cooperative Agreement for the issuance and execution of a permit for Holladay’s use of property located as set forth above as provided in Exhibit “A” attached hereto.

PASSED AND APPROVED this 5th day of June, 2014.

CITY OF HOLLADAY

By: _____
Rob Dahle, Mayor

[Seal]

Voting:

Lynn H. Pace	Yea	___	Nay	___
J. James Palmer, Jr.	Yea	___	Nay	___
Sabrina R. Petersen	Yea	___	Nay	___
Patricia Pignanelli	Yea	___	Nay	___
Steven H. Gunn	Yea	___	Nay	___
Rob Dahle	Yea	___	Nay	___

Attest:

Stephanie N. Carlson, MMC
City Recorder

Deposited in the office of the City Recorder this 5th day of June, 2014.

Recorded this 5th day of June, 2014.

PERMIT

THIS PERMIT (this "Permit"), made and entered into as of _____, by and between **SALT LAKE CITY CORPORATION**, a Utah municipal corporation, 451 South State Street, Room 245, Salt Lake City, Utah 84111 ("City"), and **CITY OF HOLLADAY**, a Utah municipal corporation ("Holladay").

WITNESSETH:

WHEREAS, the City is the owner of certain real property situated in Salt Lake County, Utah, that is not presently being used, but is an intended location of future water facilities which property is more particularly described on Exhibit A attached hereto (the "Premises"), located at approximately 2315 East 4500 South, Holladay, Utah; and

WHEREAS, The City has entered into an Interlocal Cooperation Agreement dated November 12, 2004, with the City of Holladay, in which Holladay agrees to maintain the Premises for the City; and the parties entered into a Permit agreement for additional uses of the Premises on or about September 20, 2013, which the parties agree is hereby terminated and replaced by this Permit; and

WHEREAS, Holladay desires to change the use the Premises for beautification purposes to include a sprinkling system, berming, grass, landscaping, shrubs and trees for use (the "Permitted Uses") within the Premises; and

WHEREAS, the City believes that Holladay's use of the Premises for such purposes will enhance its value to the neighboring community, which includes customers of the City, in addition to minimizing the City's costs related to the Premises, provided that Holladay complies with the mutual provisions and covenants contained herein; and

NOW THEREFORE, in for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. PERMIT. The City hereby makes available to Holladay, and Holladay accepts in its present condition, the Premises more particularly described above, for a period of FIVE (5) years from the date hereof. This Permit shall be renewable for a period not to exceed ONE (1) additional five (5) year term, at the mutual agreement of the parties.

2. FEE. In consideration for the Permit, and the rights provided pursuant hereto, Holladay agrees to pay the City the sum of **One DOLLAR** (\$1) annually. Annual payments shall be made payable to Salt Lake City Corporation and sent to the office of the Director (the "Director") of the City's Department of Public Utilities at 1530 South West Temple, Salt Lake City, Utah 84115. All payments shall be made on or before June 1st, without prior notice to Holladay.

3. USE OF PREMISES. Holladay shall have the right to use the Premises for a community space for the residents of Salt Lake County, and for uses related to and incidental thereto Permitted Uses. Holladay will not install light poles, or construct buildings or other similar permanent structures within the Premises. The Premises shall not be used for any other purpose by Holladay. Use of the Premises as provided in this Permit shall be conditioned upon Holladay's use of the Premises in accordance with plans and specifications approved by the Director.

4. SPECIAL CONDITIONS. Holladay covenants and agrees to each of the following conditions in connection with its use of the Premises:

(a) Use of the Premises. Holladay may use the Premises only for Permitted Uses, and may only construct or install on the Premises improvements as approved by the Director.

(b) Compliance With Applicable Law. Holladay shall be responsible for obtaining all required licenses, permits or other authorizations from all applicable state agencies, and maintaining the effective status of such licenses and permits. Within 30 days of receipt of any licenses, permits or other authorizations, Holladay agrees to provide copies of all related documents to the City. Holladay shall comply with all present and future laws relating to Holladay's use or occupancy of the Premises, and shall make any repairs, alterations or improvements as shall be required to comply with all such laws to the extent that such laws relate to or are triggered by Holladay's particular use of the Premises or any alterations, modifications, or improvements to the Premises made by Holladay.

(c) No Hazardous Materials. In the course of use of the Premises, Holladay will not allow anyone to use, employ, deposit, store, dispose of, place or otherwise allow to come in or on the Premises any hazardous substance, hazardous waste, pollutant or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et seq.

(d) Media Contacts. Holladay agrees to obtain the City's written approval of the contents of any press release or other contacts with the media by Holladay concerning the use of the Premises.

5. CARE OF THE PREMISES. Holladay will keep the Premises in good appearance and in good order and repair. Holladay agrees to clean up loose garbage or other unsightly waste within 24 hours of receipt of any telephone notice from the City that the Premises require maintenance and cleaning.

6. CONSTRUCTION. Before any construction (other than normal maintenance) begins on the Premises, Holladay agrees to submit to and obtain the Director's prior written approval of all plans and specifications. Holladay shall submit all plans and specifications to the City for approval prior to doing any work on the Premises and shall obtain all permits required, and comply with all applicable local and state laws, codes and regulations, in connection with such work. Holladay agrees to make any changes in the plans and/or specifications as requested by the City. Holladay shall provide two copies of record drawings to the City.

7. **EXTENT OF WORK.** Holladay shall not erect or install any other structure, other than stated above, or make any other improvement on the Premises without the prior written consent of the City. Holladay shall install and maintain all improvements at their sole expense. Notwithstanding the above, Holladay may replace such improvements with equivalent or similar equipment without the City's prior consent, but upon prior written notice to the City specifying the replacement equipment and the scheduled installation date.

8. **PERSONAL PROPERTY.** All equipment or other personal property attached to or otherwise brought onto the Premises by Holladay or individual using the Premises shall at all times be personal property whether or not affixed to the Premises and regardless of what manner such equipment and property is attached to the Premises or to other property. All such equipment and other personal property may be removed at any time by Holladay only so long as the Premises are repaired to their original condition.

9. **WASTE.** Holladay will not commit any waste on the demised Premises, nor shall they use or permit the use of or any acts on the Premises in violation of any present or future law of the United States, or any of its agencies, the State of Utah, or Salt Lake City ordinance.

10. **NONEXCLUSIVE NATURE - USE BY CITY.** This Permit and rights created herein are not exclusive. Holladay's use of the Premises is subject to any and all existing rights-of-way of all public utilities of any and every description now located in, over or under the Premises. It is also subject to rights of entry for the purpose of maintaining, altering, repairing, rerouting, removing, or replacing the same. At all times the Premises is subject to any use the City may desire, not inconsistent with Holladay's use. The City shall not be liable to Holladay for any loss of use or damage to Holladay's improvements thereon, except to the extent caused by the City's negligence or intentional misconduct; provided, however, Holladay's remedy shall be limited to the cost of the damage and Holladay shall not be entitled to any incidental or consequential damages resulting from loss of use, lost revenues or otherwise.

11. **UTILITIES.** Holladay shall pay all charges for any utilities (including charges for water usage) used on the Premises.

12. **TAXES, LICENSES AND PERMITS.** Holladay agrees to pay all applicable taxes for the use of the Premises and any facilities placed thereon in accordance with state law, and to obtain and pay all applicable license and permit fees.

13. **VANDALISM.** The City assumes no responsibility for vandalism or any other damage of any nature whatsoever to the Premises or the existing facilities or any structures installed by Holladay.

14. **RULES OF THE CITY.** Holladay shall be subject to such reasonable rules and regulations as the City may make for the safety, protection and convenience of those using the Premises, provided that compliance with any such rules and regulations does not adversely affect the use of the Premises or would be in conflict with any Federal law, statute or regulation.

15. TERMINATION AND REVOCATION. (a) Upon thirty (30) days prior written notice to Holladay, the City may terminate this Permit for any of the following reasons: (i) subject to section (b) below, for breach or default by Holladay of any of the terms hereof; (ii) after expiration of the term; (iii) upon Holladay's discontinued use of the Premises for 180 days; (iv) after removal of the Permitted Facilities by Holladay, coupled with a manifest intent not to reconstruct such improvements, or other similar improvements; and (v) upon a determination by the City, supported by reasonable evidence, that the public health, safety, or welfare requires such termination.

(b) The City may terminate this Permit for breach or default if after thirty (30) days' prior written notice to Holladay, the breach or default remains uncured; provided, however, that if Holladay are not reasonably able to cure such default within such thirty (30) day period, the City may not terminate this Permit so long as Holladay has commenced a cure within such period, and continues to prosecute the same with due diligence.

(c) Upon the expiration or termination of this Permit, Holladay agrees to remove any or all improvements from the Premises, to restore Premises, as nearly as possible, to its condition prior to installation and, at the City's option, to reseed disturbed ground areas, in each case to the City's satisfaction, all of which shall be accomplished within ninety (90) days of the termination or expiration of the Permit, and solely at the expense of Holladay; provided, however, that the City and Holladay may mutually agree to any other disposition of the facilities including, but not limited to, resale or gift of the facilities to the City. If the City agrees to the sale or gift of the facilities and such facilities become the property of the City, Holladay shall be relieved of its responsibilities to restore the Premises to as nearly as possible its condition prior to disturbance. Holladay shall pay to the City any and all costs incurred by the City to enforce the obligations of Holladay contained in this subsection (c), including attorney's fees, or for the City's costs of removing said improvements in the event Holladay fails to remove them as requested. At the request of City, Holladay agrees to provide a bond or other surety instrument guaranteeing payment of the costs of removal of the improvements.

(d) The City shall not be liable for any loss, cost, expense or inconvenience suffered by Holladay as a result of a revocation and/or required restoration hereunder.

16. QUIET POSSESSION. So long as Holladay pays the rent provided hereby and conforms to the requirements of this Permit, Holladay shall quietly enjoy the demised Premises.

17. CITY ACCESS TO PREMISES. The City shall have the right to 24-hour-a-day, 7 days-a-week access to the Premises. Such access shall be for maintenance and repair of the City facilities located within the Premises, if any.

18. DAMAGE BY THE CITY. Except where caused by the City's affirmative acts or negligence, the City shall not be liable for any damages or injury to Holladay's facilities for any reason whatsoever.

19. WAIVER. It is agreed that the waiving of any of the covenants of this Permit by either party, shall be limited to the particular instance and shall not be deemed to be a waiver of any other breaches of such covenant or any provision herein contained.

20. EXCUSE FOR DEFAULT. Any failure on the part of either party of this Permit to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any similar cause beyond the control of the party failing to perform, to the extent and for the period that such cause continues, save and except the provisions of this paragraph shall not excuse any nonpayment of rent and other sums due hereunder on its due date.

21. ASSIGNMENT. Holladay may not assign this Permit without the express written consent of the City.

22. TIME. Time is of the essence of this Permit and every term, covenant and addition herein contained.

23. GOVERNMENTAL IMMUNITY. Both parties are governmental entities under the Governmental Immunity Act, Title 63, Chapter 30d, Utah Code Ann. (2005), 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. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

24. INDEMNITY. Holladay agrees to indemnify, save harmless and defend the City, its agents and employees, from and against any and all suits, actions, liens, damages, claims, liability and expense, in connection with or arising out of Holladay's, their agents', employees' or invitees' use of the Premises, and any acts or omissions or failure to act by Holladay, their agents or employees hereunder. Holladay shall, to the maximum extent permitted by law, indemnify, defend and save harmless the City, their employees, agents, officers, successors and assigns, from and against any and all suits, actions, causes of action, legal or administrative proceedings, claims, demands, fines, punitive damages, losses, costs, liabilities and expenses, including attorney's fees, in any way arising out of or connected with the known or unknown physical or environmental condition of the Premises attributable to either the action or inaction of any of Holladay, or any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Clean Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act.

25. **NOTICES.** All notices shall be directed to the following addresses:

CITY
SALT LAKE CITY CORPORATION
Director of Public Utilities
1530 South West Temple
Salt Lake City, Utah 84115

COURTESY COPY
SALT LAKE CITY CORPORATION
Property Management
451 South State Street, Room 238
PO Box 145460
Salt Lake City, Utah 84114-5460

HOLLADAY
CITY OF HOLLADAY
4580 South 2300 East
Holladay City, Utah 84117
Attention: Randy Fitts

26. **NO THIRD PARTY BENEFICIARIES.** This Permit is intended for the sole benefit of the parties, and otherwise there are no third party beneficiaries to this Permit.

27. **ENTIRE AGREEMENT.** This Permit constitutes the entire agreement between the parties and incorporates all prior correspondence, communications or agreements between parties, and cannot be altered, assigned or sublet, in whole or in part, except in writing signed by both parties.

28. **AUTHORITY TO EXECUTE.** Each person executing this Permit individually and personally represents and warrants that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he is signing.

29. **APPLICABLE LAW.** This Permit shall be interpreted in accordance with and enforced under the laws of the State of Utah.

30. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Holladay represents that it have not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Permit upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

2315 East 4500 South
22-03-401-002
City of Holladay Landscape Permit

DATED this ____ day of June, 2014.

SALT LAKE CITY CORPORATION

Director, Department of Public Utilities

ATTEST & COUNTERSIGN:

APPROVED AS TO FORM:
Salt Lake City Attorney's office

CITY RECORDER

By _____
Dated _____

CITY OF HOLLADAY

By: Dennis R. Webb, Mayor

APPROVED AS TO FORM:
City of Holladay Attorney

By _____
Dated _____

2315 East 4500 South
22-03-401-002
City of Holladay Landscape Permit

EXHIBIT A



SALT LAKE COUNTY RECORDER

Parcel Details for: 22034010020000

Parcel Number: 22034010020000

Owners: SALT LAKE CITY

Part Owners (0):

Owner Address: PO BOX 145460

SALT LAKE CITY UT 84114

Parcel Address: 2315 E 4500 S

Book: 4526

Page: 269

Total Acres: 0.19

Land Value: \$156100

Building Value: \$0

Total Value: \$156100

Untaxed:

Legal Description
BEG 78 FT S FR CEN SEC 3, T 2S, R 1E, S L M; E 136.8 FT; S
95.1 FT; S 86 [^] 30 W 137.1 FT; N 103.5 FT TO BEG LESS
STREETS. 0.19 AC M OR L. 4526-267

CITY OF HOLLADAY

RESOLUTION NO. 2014-18

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE COUNTY FOR A LOCAL ARTS AGENCY ADVANCEMENT INITIATIVE AND FUNDING AGREEMENT FOR ZOO, ARTS AND PARKS.

WHEREAS, City of Holladay (“City”) and Salt Lake County are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, the parties are authorized under the Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 to 314 (1953, as amended) to enter into an agreement with one another for joint or cooperative action; and

WHEREAS, the “arts” and its many mediums are important to the City and Salt Lake County in improving the quality of life of our citizens; and

WHEREAS, City and Salt Lake County have a mutual interest in providing funding for an employee to manage Holladay City Arts Council activities and events; and

WHEREAS, Salt Lake County has awarded a three-year grant of the annual sum of \$14,000 to City with this initiative.

NOW, THEREFORE, BE IT RESOLVED by the Holladay City Council that it hereby authorizes the Mayor to enter into and execute the Interlocal Cooperative Agreement for a local arts agency advancement initiative for a funding agreement for zoo, arts and parks.

PASSED AND APPROVED this _____ day of June, 2014.

CITY OF HOLLADAY

By: _____
Robert Dahle, Mayor

[Seal]

Voting:

Lynn H. Pace	Yea	___	Nay	___
J. James Palmer, Jr.	Yea	___	Nay	___
Sabrina R. Petersen	Yea	___	Nay	___
Patricia Pignanelli	Yea	___	Nay	___
Steven H. Gunn	Yea	___	Nay	___
Robert Dahle	Yea	___	Nay	___

Attest:

Stephanie N. Carlson, MMC
City Recorder

Deposited in the office of the City Recorder this _____ day of June, 2014.

Recorded this _____ day of June, 2014.