



**NOTICE OF A MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, APRIL 11, 2024**

- 5:00 p.m.** **Council Dinner** – *Council members will be eating dinner. No city business will be discussed.*
- 5:30 p.m.** **Briefing Session** - *The Council will review and discuss the agenda items; NO decisions will be made*

PUBLIC NOTICE IS HEREBY GIVEN that the Holladay City Council will hold a Council meeting **Thursday, April 11, 2024 at 6:00 pm** It is possible that a member of the Council will be participating by electronic means. The Council Chambers shall serve as the anchor location.

** Agenda items may be moved in order, sequence and time to meet the needs of the Council*

All documents which are available to the City Council are also available on the City's website or are linked in this agenda. Interested parties are encouraged to watch the **live video stream** of the meeting - <http://cityofholladay.com/government/elected-officials/meetings-and-agendas/>

Persons desiring to make public comments or to make comments during any public hearing may provide such comments as follows:

1. **In-person attendance:** at Holladay City Hall
2. **Email** your comments by 5:00 pm on the date of the meeting to scarlson@cityofholladay.com

AGENDA

- I. **Welcome** – Mayor Dahle
- II. **Pledge of Allegiance**
- III. **Public Comments**
Any person wishing to comment on any item not otherwise on the agenda may provide their comment via email to the Council before 5:00 p.m. on the date of the meeting to scarlson@cityofholladay.com, with the subject line: Public Comment. Comments are subject to the Public Comment Policy set forth below
- IV. **Continued Public Hearing on Proposed Amendments Chapter 13.14.031 Accessory Dwelling Units**
- V. **Public Hearing on Proposed Rezone at 6375 S Highland Dr from RM to PO** (amendment to the Zone Map from the current, Residential Multi-family zone (R-M) to the Professional Office zone (PO) for approximately .50 acres of property)
- VI. **Consideration of Resolution 2024-11 Approving Christian Larsen as the City Finance Director**
- VII. **Consideration of Resolution 2024-12 Approving an Interlocal Agreement with Salt Lake County for TRCC Park Improvements** (The City received \$125,000 grant to assist with skatepark lighting and refurbishment of trellis columns in city hall park)

- VIII. ***Consideration of Resolution 2024-13 Approving an Interlocal Agreement with Salt Lake County of Behalf of the SL County Health Department for Public Health (the City receive \$72,185 from Salt Lake County to hire a new part-time Public Health Coordinator and fund its public health and prevention program working in concert with the Happy Healthy Holladay Coalition)***
- IX. ***City Manager Report - Gina Chamness***
- X. ***Council Reports & District Issues***
- XI. ***Recess City Council in a Work Meeting:***
a. 2024 Legislative Update – Dave Spatafore & Ashley Spatafore
b. Discussion on Previous Public Hearing
 *ADU amend -Carrie

 *Rezone
c. Budget Discussion - Gina
d. Calendar
 Council Meetings –April 25, May 2, 9, 16, June 6 & 13, July 11
- XII. ***Closed Session Pursuant to Utah Code Section 52-4-204 & 205 to Discuss the Physical or Mental Health or Professional Competence of an Individual, Potential Litigation, Property Acquisition and Disposition***
- XIII. ***Adjourn***

Public Comment Policy & Procedure: During each regular Council Meeting there will be a Public Comment Time. The purpose of the Public Comment Time is to allow citizen's access to the Council. Citizens requesting to address the Council will be asked to complete a written request form and present it to the City Recorder. In general, the Chairman will allow an individual three minutes to address the Council. A spokesman, recognized as representing a group in attendance, may be allowed up to five minutes. Comments which cannot be made within these time limits should be submitted in writing to the City Recorder prior to noon the day before the meeting so they can be copied and distributed to the Council. At the conclusion of the Citizen Comment time, the Chairman may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all Public Hearings.

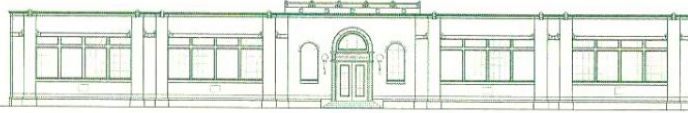
CERTIFICATE OF POSTING

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

DATE POSTED: Monday, April 8, 2024 at 11:30 am

*Stephanie N. Carlson MMC,
City Recorder City of Holladay*

Reasonable accommodations for individuals with disabilities or those needing language interpretation services can be provided upon request. For assistance, please call the City Recorder's office at 272-9450 at least three days in advance. TTY/TDD number is (801)270-2425 or call Relay Utah at #7-1-1



City of Holladay
HOLLADAY CITY COUNCIL

COUNCIL STAFF REPORT

MEETING DATE: March 21st, 2024
SUBJECT: Ordinance Amendment – Accessory Dwelling Units (Title 13.14.031)
SUBMITTED BY: Carrie Marsh, City Planner

ACTION:

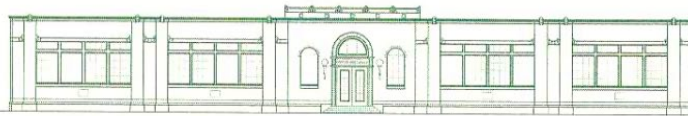
Legislative. Motion of final decision/action.

SUMMARY:

On October 5, 2023 City Council directed Staff to study and assess changes to the code regarding external dwelling units to enable the conversion of existing accessory structures, within their existing footprint (no expansion) on lots less than half an acre as a way to further implement moderate income housing strategies. The overall intent of this amendment study is to address the direction of City Council to look at how the existing City Code could be amended to enable property owners to convert existing accessory buildings on their property to external accessory dwelling units. The larger purpose of the proposed changes is to enable more property owners to create small scale housing units that are a part of the larger picture of meeting moderate income housing requirements by the State.

BACKGROUND:

- In 2021 the State of Utah adopted code that mandates internal accessory dwelling units as permitted uses within residential zones. Municipalities were allowed to place additional regulations on external accessory dwelling units (EADUs).
- Through 2020 and 2021, the Planning Commission worked on a text amendment addressing internal and external ADUs and forwarded a positive recommendation with draft text to City Council. City Council modified the recommended text to limit external dwelling units to parcels .50 acres or larger.
- Currently, property owners can build a detached accessory building with a kitchen that would be considered “bonus space” which would not be issued an accessory use certificate of occupancy (common examples include a pool house, recreation space, or an office/studio space). The existing ADU code allows conversion, if the accessory structure meets all standards, however lot size and setbacks standards disqualify most existing structures from conversion.
- Since the Accessory Dwelling Unit code was codified in 2021, five EADUs on properties larger than .50 acres were permitted.



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The proposed changes to the existing code largely address external ADUs. Changes recommended by the Planning Commission and Staff Recommendation are detailed in the attached summary of changes comparison chart.

- The text amendment was discussed with an open public hearing from January 23rd – February 20th. Staff received seven written public comments and two in-person comments (both on February 20th). 8 public comments supported the changes proposed by Staff, 1 public comments did not support changes proposed by staff.

GENERAL PLAN COMPLIANCE:

The proposed amendments are intended to further implement the moderate-income housing strategy adopted by the City of Holladay to *“create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones”*. Additionally, the General Plan encourages appropriate development standards for all uses and zoning categories within Holladay. This code amendment would further that goal and objective. The proposed code ensures the public health, safety and welfare, and ensures consistency and equitable standards for residents.

NON-CONFORMING USES:

This Code Amendment would not create any non-conforming use situations as it is an expansion of an already permitted land use.

RECOMMENDATION:

City Council should hold the required public hearing during their review the recommendation of the Planning Commission on staff proposed amendments Title 13.14.031 of the Holladay Municipal Code, as shown in Exhibit “A”.

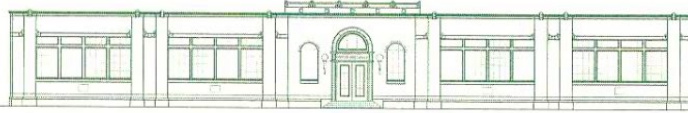
Planning Commission findings:

1. Compliance with the Purpose of the Land Development Code by promoting and facilitating the orderly growth and development within the City of Holladay.
2. Compliance with the Goals and Policies of the General Plan by establishing appropriate development standards for all uses and zoning categories within the City of Holladay
3. Implementation of Moderate-Income Housing Strategy to *create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones”*

STANDARDS for CONSIDERATION, FOR or AGAINST:

13.07.030G: Approval Standards:

1. A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council. The city council, after reviewing the planning commission recommendation, may:



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- a. Adopt the amendment as recommended by the planning commission;
 - b. Make any revisions to the proposed amendment that it considers appropriate;
 - c. Remand the proposed amendment back to the planning commission for further consideration; or
 - d. Reject the proposed amendment.
2. In reviewing a text or map amendment, the following factors should be considered:
 - a. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;
 - b. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
 - c. The extent to which the proposed amendment may adversely affect abutting properties; and. The adequacy of facilities and services intended to serve the subject property, such as, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, environmental hazard mitigation measures, water supply, and wastewater and refuse collection

ATTACHMENTS:

Summary of Changes Comparison Chart (*pages 4-6*)

Title 13 Amendments

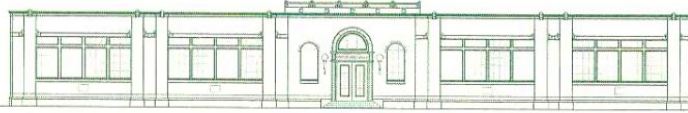
FISCAL IMPACT:

No additional revenue generated.

No increased expenditures for infrastructure.

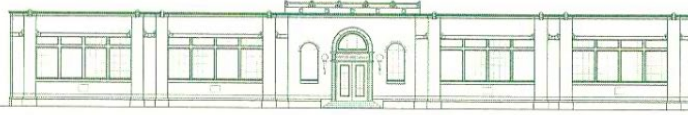
SUGGESTED MOTION:

Continue to Work session



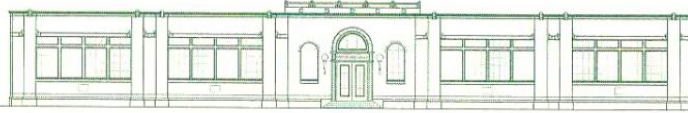
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Original Ordinance Reference	Current Language	Staff Recommendation	Planning Commission Recommendation
13.14.031 Accessory Dwelling Units	Single family zones	<ul style="list-style-type: none"> In line with state code language: All residential zones. Limited to detached structures 	AGREED
13.14.031 A(3) Property owner onsite	Property Owner living onsite if the ADU is rented	<p><i>See new text 13.14.031 A(4)</i></p> <ul style="list-style-type: none"> Owner occupied. Added qualifications of what is owner occupied. Allowance for up to 3 years for temporary absence Added dwelling unit occupancy in line with Utah Code. 	<p>AGREED</p> <ul style="list-style-type: none"> Added clarification for immediate family member only
13.14.031 A(4) Parking	One additional onsite parking spot above the minimum requires and replace any places displaced by a garage or carport conversion.	<p><i>See new text 13.14.031 A(5)</i></p> <p>NEUTRAL</p>	<ul style="list-style-type: none"> If an ADU is being added outside the footprint of the existing footprint, onsite parking must meet parking minimums determined by the number of bedrooms being added.
13.14.031C(2) <i>External Accessory Dwelling Unit Lot size</i>	Lot must be either .50 acres or twice the minimum size of the underlying zone.	<ul style="list-style-type: none"> Remove lot size restriction; allow on any size lot with standards. 	<p>DISAGREE</p> <ul style="list-style-type: none"> Recommend 10,000 square foot lot minimum
13.14.031C(4) <i>External Accessory Dwelling Unit</i> 13.14.110 <i>Accessory Structures</i> 13.14.101 <i>Setbacks for Accessory Structures</i>	Comply with 25% additional setback for EADUs	<p>DISAGREE – disproportionate impact on smaller properties.</p> <ul style="list-style-type: none"> 10 feet may be larger than side setbacks for primary structures. Suggest “10 feet rear and minimum side setbacks for a primary structure” 	<ul style="list-style-type: none"> Minimum setback of at least 10 feet



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13.14.031 C(5) <i>Maximum height</i>	Comply with maximum height for external accessory structures: 20 feet	<p>DISAGREE</p> <ul style="list-style-type: none"> Graduated height naturally limits taller structures from being placed close to property lines. Modified graduated height (see below) accomplishes the goal of pushing EADUs further away from the property line. 	<ul style="list-style-type: none"> Limit living space to ground level only
13.14.031 C <i>Not in original text</i>	Not in original text	<p>See new text 13.14.031 C(6) <i>New Section with reduced graduate height</i> AGREE</p>	<ul style="list-style-type: none"> Modify existing graduated height from 8' vertical at the property line to 6' vertical at the property line.
13.14.031 C <i>Not in original text</i>	Not in original text	<p>See new text 13.14.031 C(7) <i>New section re-iterating compliance with lot coverage within code</i></p>	AGREE
13.14.031 C(8c)	Second level windows	<ul style="list-style-type: none"> 2nd floor windows not allowed on rear/side walls except: <ul style="list-style-type: none"> Clerestory/6' above floor Further than 10' from rear/side property line Adjacent to non-residential 	AGREE
13.14.031 C(9)	Standards for conversion of existing	<ul style="list-style-type: none"> Existing doors windows in side/rear setbacks be modified or impact directly mitigated. CUP for larger footprints Non-conforming setbacks must mitigate with landscaping/fencing Staff disagrees with limiting second level explicitly as overall 20' height and a modified 	<p>DISAGREE</p> <ul style="list-style-type: none"> PC suggested adding no 2nd level added to existing structure Ultimately decided to remove section; Did not feel that standards would address impacts to privacy of neighboring parcels, especially on smaller properties



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		<p>graduated height would control height.</p> <ul style="list-style-type: none">• New additions to existing structures must comply with setbacks for EADUs.• NEW option for consideration: Any conversion of existing accessory buildings requires a conditional use permit.	
<i>13.100 Table of Allowed Uses</i>	External Dwelling Units permitted	<ul style="list-style-type: none">• Change reference from item 19. To item 9.	

DRAFT TEXT AS ORIGINALLY PROPOSED TO PC

13.14.031: ACCESSORY DWELLING UNITS:

Accessory Dwelling Units are meant to assist in the creation of new housing units; support a more efficient use of existing housing stock and infrastructure; and provide housing that responds to changing family needs, smaller households, and increasing housing costs within the City and not a response to supplemental income or vacation rental opportunities.

Existing or new construction of Accessory Dwelling Units are permitted in all single-family residential zones (R-1, FR-1, FR-2.5, FR-20) when the following standards are met. In addition to applicable remedies for correction of non-compliance set forth in [Chapter 13.94](#) of this Title, pursuant to Utah Code Ann. § 10-9a-530(5), the City may hold a lien against any property in violation of any provision of this Title relating to the creation and/or maintenance of an Internal Accessory Dwelling Unit. The City shall follow the provisions of Utah Code Ann. § 10-9a-530(5) in the creation and filing of any lien.

A. Accessory Dwelling Unit as defined in section [13.04.040](#), shall:

1. Comply with applicable building, health, and fire codes.

2. Be subject to approval of a Building Permit (section [13.08.100](#)) and issuance of a Certificate of Occupancy (sections [13.04.050](#), [13.01.060](#)).

3. If rented, be rented for a minimum of thirty (30) consecutive days ~~with the property owner living onsite~~. A rented ADU is subject to annual approval of a License (section [5.68.020](#)). The licensing fee can be found in the Consolidated Fee Schedule.

4. Owner occupancy required, with "owner occupant" defined as the following:

1. An individual who is listed on a recorded deed as an owner of the property;

2. Any person who is related by blood, marriage, or adoption to an individual who is listed on recorded deed as an owner of the property; or

3. An individual who is a trustor of a family trust who possesses legal ownership of the property

~~5.4.~~ Provide one additional onsite parking stall above the minimum required set forth in section [13.80.040](#); and replace any parking spaces displaced by the construction of an ADU from a garage or carport.

~~6.5.~~ Maintain the same address as the primary dwelling with the addition of "Unit B".

~~7.6.~~ Be designed in a manner that is compatible with the neighborhood residential vernacular.

~~8.7.~~ Not operate on separate utility meters from the primary dwelling. The ADU tenant shall have unobstructed access to utility connections, i.e. water and gas shutoff, electrical panel and HVAC equipment, etc.

~~9.8.~~ ADU shall not be permitted on a property with a failing septic tank.

B. Internal Accessory Dwelling Unit as defined in section [13.04.040](#), shall:

1. Comply with all provisions set forth in section [13.14.031](#) A of this chapter.

2. Provide egress window(s) for existing and new construction which meet minimum size standards as per [Chapter 15.08](#) Building Codes.

C. External Accessory Dwelling Unit, as defined in section [13.04.040](#), shall:

1. Comply with all provisions set forth in section [13.14.031](#) A of this chapter.

~~2. Be located on a lot of record measuring either: a) twice the minimum lot size of the underlying zone; or, b) a minimum of one-half acre (21,780 square feet) or larger.~~

3. Provide a footprint size of a minimum of two hundred (200) square feet and maximum footprint as per [Chart 13.14.101](#).

4. Comply with setbacks as per section [13.14.110](#), [chart 13.14.101](#).

5. Comply with Maximum Height as per section [13.14.110](#).

~~6. Comply with Lot Coverage maximums as per section [13.14.080](#).~~

~~7.6.~~—Design standards of any EADU shall include the following. These standards are intended to increase privacy and minimize impact to neighboring residents.

a. Security and/or building lighting shall be "dark sky" compliant, to include the following:

~~1. b.~~ Only LED, incandescent light sources in the spectrum of white or off white (light yellow tones in the kelvin scale of 5,000k or lower, i.e. warmer).

~~2. c.~~ Fixtures shall be mounted in such a manner that the cone of light does not cross any property line of the site.

~~3. d.~~—Lighting installations shall include timers, dimmers and/or sensors to reduce overall energy consumption and eliminate unneeded lighting.

~~b. e.~~ Primary and secondary access points including but not limited to doors, windows, patios, garage doors, etc. shall not open into a required setback.

~~c. Windows on a second level are prohibited on an exterior wall that is adjacent to side or rear property lines unless the window is clerestory with the bottom of the window at least 6 feet above the finished floor of the second level, the wall faces an elevation of the principle building, the window is at least 10 feet from a rear or side property line, or the window faces a side or rear property line adjacent to a commercial or non-residential use.~~

~~d. f.~~—Required setbacks shall be maintained with landscaping which provides a buffer to neighboring properties.

~~e. g.~~ Setback shall be increased by a minimum of twenty five percent (25%) based on the setback requirements, see [Chart 13.14.101](#). (Ord. 2021-24, 9-9-2021)

~~8. Conversion of existing accessory buildings, including non-conforming structures, to EADUS is allowed with standards.~~

~~a. Shall meet all design standards within [13.14.031.C6](#).~~

~~b. No windows or doors that open into a required setback shall be added to the structure.~~

74 c. Structures that do not conform to the building footprint sizes shown in [Chart 13.14.101](#)
75 must apply for a conditional use permit for a footprint that exceeds the allowed size.

76 d. Structures that do not conform to setbacks in [Chart 13.14.101](#) shall add landscaping
77 or other buffers to mitigate impacts.

78 e. Any addition onto existing accessory buildings should comply with all applicable
79 setback and height requirements.

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13.14.031: ACCESSORY DWELLING UNITS:

Accessory Dwelling Units are meant to assist in the creation of new housing units; support a more efficient use of existing housing stock and infrastructure; and provide housing that responds to changing family needs, smaller households, and increasing housing costs within the City and not a response to supplemental income or vacation rental opportunities.

Existing or new construction of Accessory Dwelling Units are permitted in detached structures within all ~~single-family~~ residential zones (R-1, FR-1, FR-2.5, FR-20) when the following standards are met. In addition to applicable remedies for correction of non-compliance set forth in Chapter 13.94 of this Title, pursuant to Utah Code Ann. § 10-9a-530(5), the City may hold a lien against any property in violation of any provision of this Title relating to the creation and/or maintenance of an Internal Accessory Dwelling Unit. The City shall follow the provisions of Utah Code Ann. § 10-9a-530(5) in the creation and filing of any lien.

A. Accessory Dwelling Unit as defined in section 13.04.040, shall:

1. Comply with applicable building, health, and fire codes.

2. Be subject to approval of a Building Permit (section 13.08.100) and issuance of a Certificate of Occupancy (sections 13.04.050, 13.01.060).

3. If rented, be rented for a minimum of thirty (30) consecutive days, ~~with the property owner living onsite~~. A rented ADU is subject to annual approval of a License (section 5.68.020). The licensing fee can be found in the Consolidated Fee Schedule.

4. Owner Occupied: No accessory dwelling unit shall be created, established, or occupied in a single-family dwelling unless the owner of the property or an immediate family member, defined as the spouse, parent, child, sibling, grandparent, or grandchild, occupies either a portion of the main dwelling or a detached accessory unit on the same single-family lot. For the purpose of this section, the term "owner occupied" shall be defined as full time residency within the home by the property owner(s) as shown on the County tax assessment rolls. Owner occupancy requirement shall not apply to the accessory dwelling unit when:

1. The owner cannot live in the dwelling because of a bona fide temporary absence of three years or less for a temporary military, job assignment, sabbatical, or voluntary service;

2. The owner was living in the dwelling immediately prior to leaving for the temporary job assignment, sabbatical, or voluntary service; and

3. The owner resumes primary occupancy of residence upon returning from the temporary military, job assignment, sabbatical, or voluntary service absence;

4.: Dwelling unit Occupancy: The occupants of an accessory dwelling unit shall be limited to a single family, defined as (in accordance with Utah Code §10-91-505.5):

a. One person living alone; or

b. Any number of persons related by blood, marriage, adoption, or other legal relationship living together as a single housekeeping unit; for purposes of this definition of family, the term "related" shall mean a spouse, parent, child,

stepchild, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, first cousins, great-grandparent, and great-grandchild. The term "related" does not include other, more distant relationships.

c. Up to four (4) unrelated persons living as a single-family housekeeping unit.

5.4. Provide one additional onsite parking stall above the minimum required set forth in section 13.80.040; and replace any parking spaces displaced by the construction of an ADU from a garage or carport. If an accessory dwelling unit is being added outside of the existing footprint of the home, onsite parking must meet the minimums required in section 13.80.040, determined by the number of bedrooms in the accessory dwelling unit.

6.5. Maintain the same address as the primary dwelling with the addition of "Unit B".

7.6. Be designed in a manner that is compatible with the neighborhood residential vernacular.

8.7. Not operate on separate utility meters from the primary dwelling. The ADU tenant shall have unobstructed access to utility connections, i.e. water and gas shutoff, electrical panel and HVAC equipment, etc.

9.8. ADU shall not be permitted on a property with a failing septic tank.

B. Internal Accessory Dwelling Unit as defined in section 13.04.040, shall:

1. Comply with all provisions set forth in section 13.14.031 A of this chapter.

2. Provide egress window(s) for existing and new construction which meet minimum size standards as per Chapter 15.08 Building Codes.

C. External Accessory Dwelling Unit, as defined in section 13.04.040, shall:

1. Comply with all provisions set forth in section 13.14.031 A of this chapter.

~~2. Be located on a lot of record measuring either: a) twice the minimum lot size of the underlying zone; or, b) a minimum of one-half acre (21,780 square feet) or larger.~~ 2. Be located on a lot of record measuring 10,000 square feet or larger, or on a corner parcel or parcel with double frontage.

3. Provide a footprint size of a minimum of two hundred (200) square feet and maximum footprint as per Chart 13.14.101.

~~4. Comply with setbacks as per section 13.14.110, chart 13.14.1014.~~ Parcels greater than 10,000 square feet shall comply with setbacks for external ADUS as per section 13.14.110, chart 13.14.101.

5. Comply with Maximum Height as per section 13.14.110. ~~Height shall be limited to 12 feet when located within setbacks for Accessory Buildings.~~

a. On parcels smaller than .50 acres (21,780 square feet), external dwelling units may only have ground level living space.

b. Living space can expand to a second level if the structure is located within the setbacks required for a primary structure as per 13.14.110 B(4).

6. The height of accessory buildings containing a dwelling unit, is to be further limited by a graduated height envelope created by starting at a point on the property line six feet (6') above ground and then sloping a line at a forty-five degree (45°) angle toward the center of the lot. The entire building must fit under this line except for:

a. Dormers that exceed the graduated height envelope:

(1) Are limited to fourteen feet (14') wide maximum;

(2) Must have at least one-half ($\frac{1}{2}$) of the dormer width between each dormer, and from each dormer to the front and side edges of the roof;

(3) May not extend above the ridge of the roof it is on.

b. Gable, vertical wall, parapet or other structural elements that exceed the graduated height envelope:

(1) Where the graduated height envelope intersects a gable, the gable may not exceed 0.75 times higher than the point where the graduated height envelope intersects the gable or "x" (1.75) = maximum gable height. See figure 1 of this subsection.

(2) Where the graduated height envelope intersects a vertical wall, parapet or structural element other than a gable, the height may not exceed 0.40 times higher than the point where the graduated height envelope intersects the vertical wall, parapet or other structural element, or "x" (1.40) = maximum overall height. See figure 2 of this subsection.

7. Comply with Lot Coverage maximums as per section 13.14.080.

8. ~~6.~~—Design standards of any EADU shall include the following. These standards are intended to increase privacy and minimize impact to neighboring residents.

a. Security and/or building lighting shall be "dark sky" compliant, to include the following:

1. ~~b.~~— Only LED, incandescent light sources in the spectrum of white or off white (light yellow tones in the kelvin scale of 5,000k or lower, i.e. warmer).

2. ~~c.~~— Fixtures shall be mounted in such a manner that the cone of light does not cross any property line of the site.

3. ~~d.~~—Lighting installations shall include timers, dimmers and/or sensors to reduce overall energy consumption and eliminate unneeded lighting.

~~b. e.~~— Primary and secondary access points including but not limited to doors, windows, patios, garage doors, etc. shall not open into a required setback.

~~c.~~ Windows on a second level are prohibited on an exterior wall that is adjacent to side or rear property lines unless the window is clerestory with the bottom of the window at least 6 feet above the finished floor of the second level, the wall faces an elevation of the principle building, the window is at least 10 feet from a rear or side property line, or the window faces a side or rear property line adjacent to a commercial or non-residential use.

~~d. f.~~—Required setbacks shall be maintained with landscaping which provides a buffer to neighboring properties.

e. ~~g.~~ Setback shall be increased by a minimum of twenty five percent (25%) based on the setback requirements, see Chart 13.14.101. (Ord. 2021-24, 9-9-2021)

~~9.8. Conversion of existing accessory buildings, including non-conforming structures, to EADUS is allowed with standards.~~

~~a. Shall meet all design standards within 13.14.031.G6.~~

~~b. No windows or doors that open into a required setback shall be added to the structure. Existing windows and doors which open into required setbacks shall be relocated if possible, or have their impacts mitigated with landscaping, shielding, non-operable windows, or other mitigation techniques.~~

~~c. Structures that do not conform to the building footprint sizes shown in Chart 13.14.101 must apply for a conditional use permit for a footprint that exceeds the allowed size.~~

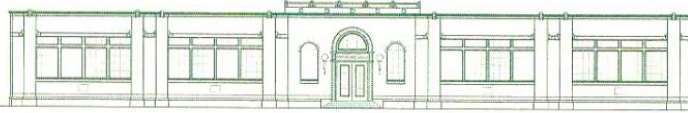
~~d. Structures that do not conform to setbacks in Chart 13.14.101 shall add landscaping or other buffers to mitigate impacts.~~

~~e. A second level above 12 feet may not be added or converted to living space when the accessory structure is within setbacks for accessory building.~~

~~f. Any addition onto existing accessory buildings shall comply with all applicable setback and height requirements.~~

Chart 13.14.101

Lot Size In Square Feet	Total Footprint (Permitted Use)	No Closer Than (Feet)	25% Increase for EADU (Feet)
Less than 8,000	800	3	4 -10
8,001 to 14,600	850	4	5 -10
14,601 to 21,200	900	5	6 -10
21,201 to 27,800	950	6	8 -10
27,801 to 34,400	1,000	7	9 -10
34,401 to 41,000	1,050	8	10
41,001 to 47,600	1,100	9	11
47,601 to 54,200	1,150	10	13
54,201 to 60,800	1,200	11	14
60,801 to 67,400	1,250	12	15
67,401 to 74,000	1,300	13	16
74,001 to 80,600	1,350	14	17
Over 80,600	1,400	15	19



City of Holladay
HOLLADAY CITY COUNCIL

COUNCIL STAFF REPORT

MEETING DATE: April 11, 2024
SUBJECT: Rezone of 6375 S Highland Drive, RM to PO
SUBMITTED BY: Carrie Marsh

ACTION:

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

- *Review a request to amend the zone map of .57 acres (24,829 sq. ft) of land at 6375 South Highland Drive from Residential Multi-family (R-M) to Professional Office (PO).*
- *Hold the required public hearing, and*
- *Review recommendation from the Planning Commission made on March 19, 2024.*

RECOMMENDATION:

Staff recommends the Council hold the public comment period and move to discuss this request at a later date.

SUMMARY:

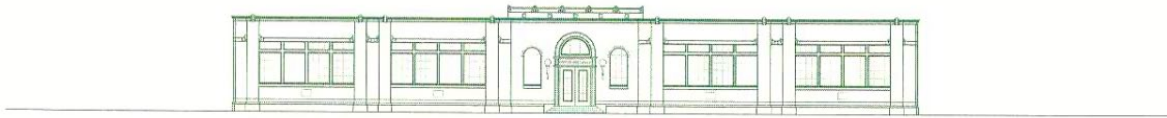
Located on the south end of Highland Drive near Interstate 2-15. The main parcel is associated with two smaller triangular pieces, totaling .57 acres (24,829 sq. ft) and is currently zoned as Residential Multi-Family (R-M). The property is currently improved with an office building.

The RM zone was originally established by Salt Lake County (later adopted by Holladay) as a mixed-use zone, allowing both multi-family residential and professional office uses. In 2018, the Professional Office zone was created, which removed office uses from the R-M. The property is considered legal, and non-conforming to the R-M zone, and as such, new tenants that offer services that did not previously exist in the building are not permitted.

The property owner is seeking to expand the use of the building to include both office and residential uses, requiring a rezone. While the PO zone suits the property owner's current needs and is the zone applied for and under consideration, the applicant has expressed an interest in future commercial zoning to attract a wider range of tenants for the building. As such, the applicant would like some discussion from the Council concerning the support of a potential future rezone to a zone that would include commercial uses should they wish to convert space to accommodate retail or other commercial uses in line with the HDMP.

BACKGROUND:

In 2018 the City Council, seeing the limited number of allowable professional office type uses in the RM zone tasked the Holladay Community and Economic Development Dept and the Planning Commission with creating a new Professional Office Zone. This new zone, *intended for existing office buildings* in the RM zone, expanded the types of allowed uses, i.e. medical, dental, and personal services (salon etc.) in addition to conditionally permitting mixed-use planned unit developments. The PO zone was created with the expectation that rezone applications,



City of Holladay
HOLLADAY CITY COUNCIL

submitted by a property owner, would receive expedited review and viewed favorably as an expected and anticipated application. Accordingly, this PO rezone application is expected by the City Council as a land use action intended to continually support the longevity of existing office buildings.

GENERAL PLAN REVIEW:

Implementing zone regulations to accommodate land uses and anticipate the growth needs/goals of the city is a particularly important land use decision. As a legislative action, this decision is guided by the community goals generalized in the City of Holladay General Plan (GP). In this case, as the property is located on Highland Drive, the **Highland Drive Master Plan, Segment C** is interpreted as the applicable General Plan District guiding this application.

This Appendix (K) to the City's General Plan enacts the Highland Drive Master Plan (HDMP). This plan recognizes the continued evolution of the area surrounding Highland Drive as part of the City's lifecycle. While acknowledging the inevitability of growth and change, the HDMP seeks to create policies that achieve a balance between the constant pressure for development and the protection of those characteristics that make this area and the City of Holladay a unique and special place.

The HDMP recognizes that the historic development patterns along the Highland Drive corridor include the full range of uses from large lot single family and medium to higher density residential uses to small and regional commercial nodes. For ease of communication, Highland Drive and its associated properties are considered in three segments. Each segment has a unique history, land use development patterns, and streetscape characteristics and is controlled by different jurisdictions.

Segment C, the section of the HDMP where this property is located is identified as a strong economic key in the city with land uses set as exclusively commercial.

The Highland Drive Master Plan details the importance of commerce in section B (page 5-6), stating that:

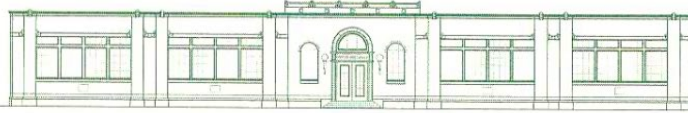
*"Business is a key economic engine for the City of Holladay and the Plan recognizes its importance. Measures that attract economic vitality while protecting core community values should be encouraged along all segments of Highland Drive as allowed in this document. **Strategies for revitalization of the existing commercial uses and for encouraging new commercial uses** where permitted in this document along all segments of Highland Drive follow.*

STAFF ANALYSIS

Considering the General Plan's identification of commercial use for this area, an analysis of both the PO and C-2 Zones are included.

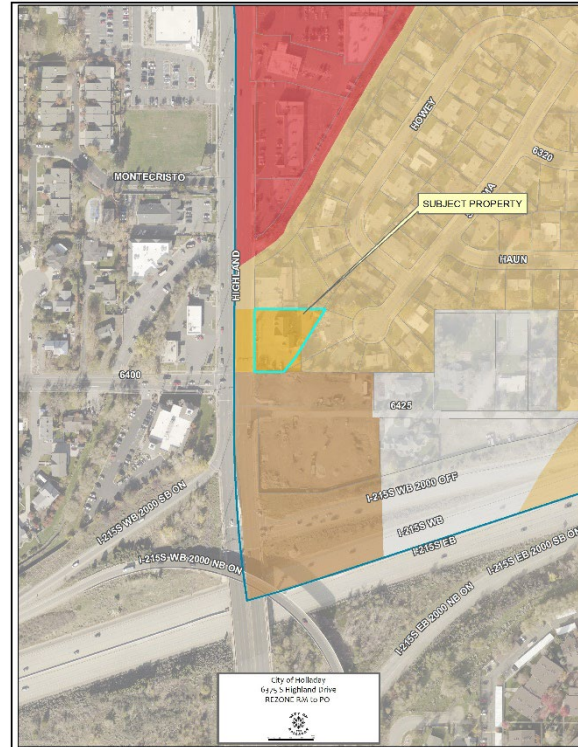
The following measures are intended to guide analysis of this proposal as an existing office building, while also considering the commercial land uses identified for **Segment C of the Highland Drive Master Plan**.

- *Allow new zoning that fosters the grouping of compatible businesses in order to enhance economic synergy in the current commercial areas.*

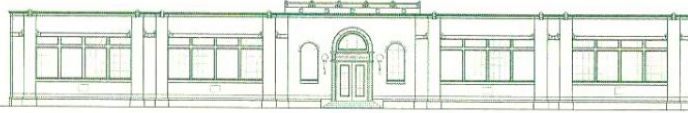


City of Holladay HOLLADAY CITY COUNCIL

- The property and the property immediately north are outliers with R-1-8 and R-M zoning matching their use at the time of incorporation. The subject property is situated between an existing C-2 zone to the north and an ORD zone (hotel) on the south, directly adjacent to I-215. The ORD zone has higher building heights (72', but adjusted with a development agreement) than C-2 (35'). Across the street, Murray's zoning is "Commercial Neighborhood" and includes a current land use of a gas station, oil change, animal hospital, and several offices. While PO would allow the property owner to continue and slightly expand their current use, ultimately the C-2 zone is what meets the stated goal of the HDMP for commercial uses. C-2 zoning would group this property with other commercial uses on Highland Drive to the north, south, and west of the property.



- *Allow existing businesses to upgrade building architecture, landscaping and other site-related factors to compliment the new vision of Highland Drive and to establish an ambiance that is inviting for new businesses to locate within the existing commercial areas;*
 - PO zoning can provide some incentive to redevelop existing sites, but C-2 zoning may incentivize redevelopment in line with the HDMP due to the expanded commercial uses within the zone. Paired with new parking standards implemented in 2022, the property may be more likely to upgrade the architecture, landscaping, and other site features to compliment Highland Drive and create new commercial opportunities. This is especially relevant considering the property's location next to a new hotel.
- *Improve access, infrastructure, easy pedestrian movement and other business promoting factors when properties redevelop or when public funds become available;*
 - The existing intersection to the south of the property is not ideally aligned. Future potential redevelopment of the property could provide an opportunity to align the intersection properly that would benefit pedestrians and businesses.
- *Adopt zoning regulations that will require placement of new buildings close to the street to calm traffic and create an aesthetically pleasing street wall that will invite more commerce and economic activity within current commercial areas;*
 - The PO zone includes a smaller front yard setback and higher building height than the existing C-2 zone that meets these guidelines. Staff suggests future similar modifications to the C-2 zone to places commercial activity close to the street with parking in the rear. Inviting more commerce



City of Holladay
HOLLADAY CITY COUNCIL

and economic activity is accomplished with expanded uses including retail, services, restaurants allowed in the C-2 zone.

- *Streamline entitlement processes and permitting / fee structures in order to support development where appropriate;*
 - Rezoning of R-M properties is prioritized. While many RM properties are best suited to clearly rezone to the PO zone, the stated land uses and appropriate zones within the Highland Drive Master Plan should be considered. Future site plan review for any redevelopment on the site is consolidated by the Planning Commission reviewing preliminary plans with staff approval of final plans;

RECOMMENDATION:

Staff is in support of this rezone application. While the requested zone is supported by previous legislation mandate intended to study and implement an expanded land uses scheme that supports Holladay's existing office buildings to be competitive in a leasing arrangement, the larger picture of Future Land Uses within the Highland Drive Master Plan should be given consideration. The road infrastructure and key location within Holladay support the higher impacts of commercial development and centralized commercial uses. Multiple long-range envisioning documents established by the city via public participation have been established to spur business retention and development along the city's strongest economic corridors and to dramatically retain, attract and improve the viability of the City's key commercial areas. Zoning that restricts commercial development is somewhat harmonious with the overall character of existing development and could be considered to adversely affect abutting commercial properties.

The Planning Commission has forwarded a positive recommendation for rezoning this property to PO from RM with the following findings:

- a. The proposed amendment is harmonious with the overall character of existing development in the vicinity*
- b. The proposed amendment would not adversely affect abutting properties; and*
- c. Facilities and services intended to serve the subject property are adequate.*

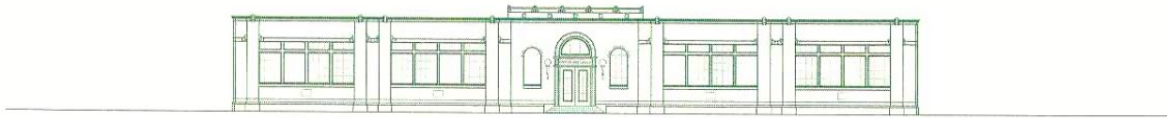
STANDARDS for CONSIDERATION, FOR or AGAINST:

Merits of the proposal should be discussed within the framework of the points mentioned above (General Plan guidance). As legislative matters are often complex, this item may be continued to a later date for further discussion and final recommendation.

Staff also urges the Council to moderate the discussion around the rezone approval standards;

Holladay Ord. 13.07.030):

1. *A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council. The city council, after reviewing the planning commission recommendation, may:*
 - a. Adopt the amendment as recommended by the planning commission;*
 - b. Make any revisions to the proposed amendment that it considers appropriate;*
 - c. Remand the proposed amendment back to the planning commission for further consideration; or*
 - d. Reject the proposed amendment.*
2. *In reviewing a text or map amendment, the following factors should be considered:*



City of Holladay
HOLLADAY CITY COUNCIL

- a. *Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- b. *Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- c. *The extent to which the proposed amendment may adversely affect abutting properties; and*
- d. *The adequacy of facilities and services intended to serve the subject property, such as, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, environmental hazard mitigation measures, water supply, and wastewater and refuse collection.*

ATTACHMENTS:

Highland Drive Master Plan

Applicant Narrative

Maps

FISCAL IMPACT:

Processing additional Business Licenses if tenants are increased.

Potential slight increase in emergency services due to medical uses allowed in the PO zone.

SUGGESTED MOTION:

Continue to Work session

MONTECRISTO

HIGHLAND

HOWEY

6320

SUBJECT PROPERTY

HAUN

6400

6425

I-215S WB 2000 SB ON

I-215S WB 2000 NB ON

I-215S WB 2000 OFF

I-215S WB

I-215S EB

I-215S EB 2000 SB ON

I-215S EB 2000 NB ON

City of Holladay
6375 S Highland Drive
REZONE RM to PO



MONTECRISTO

HIGHLAND

HOWEY

SENOMA

6400

6425

I-215S WB 2000 SB ON

I-215S WB 2000 OFF

I-215S WB 2000 NB ON

I-215S WB

I-215S EB

City of Holladay
6375 S Highland Drive
REZONE RM to PO



CITY OF HOLLADAY

RESOLUTION No. 2024-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY
APPOINTING CHRISTIAN LARSEN AS THE CITY FINANCE DIRECTOR.**

WHEREAS, pursuant to the City Code of the City of Holladay, the City is required to appoint a Finance Director to perform the duties and responsibilities of that office; and

WHEREAS, the City Manager, with the advice and consent of the City Council, desires to make the appointments required by the statute;

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

1. Appointment. Christian Larsen is hereby appointed to the Office of Finance Director. Mr. Larson shall serve at the pleasure of the City Manager and until their successor is appointed and qualified. This appointment made herein shall be subject to the ordinance, rules and regulations of the City of Holladay and the laws of the State of Utah.

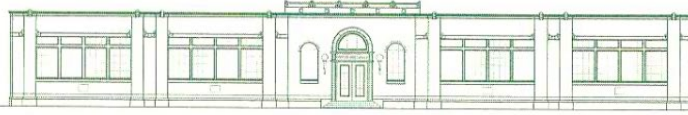
2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

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

PASSED AND APPROVED this 11th day of April, 2024

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor



City of Holladay
CITY COUNCIL

CITY OF HOLLADAY COUNCIL SUMMARY REPORT

MEETING DATE: April 11, 2024

SUBJECT: Agreement for Tourism, Recreation, Culture, and Convention (TRCC) Funding Award

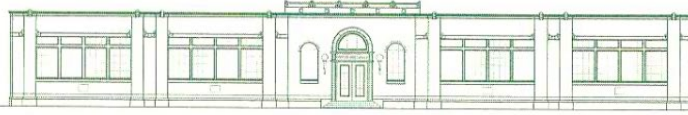
SUBMITTED BY: Holly Smith, Assistant City Manager

BACKGROUND: Salt Lake County imposes a tax under the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act to support cultural and economic growth within its boundaries. Revenue collected under this tax may be used for the development and maintenance of convention facilities, cultural facilities, recreation facilities, or tourism promotion. To this end, the Salt Lake County Tourism, Recreation, Culture, and Convention (TRCC) Support Program is designed to help eligible organizations develop relevant projects to meet the current and future needs of Salt Lake County's residents and visitors.

SUMMARY: In June of 2023, the City of Holladay applied for funding from the TRCC program to add sports lighting to the skatepark and to refurbish the columns of the trellis in Holladay City Park. The City successfully secured \$125,000, with a \$30,000 commitment in local match. Below is a brief description of how the funds will be used.

- **Sports Lighting for Skatepark:** \$50,000 (TRCC funds) + \$30,000 (City local match)
 - *The local match includes \$28,501.91 in private donations received for the skatepark lighting and \$1,498.09 in City general funds.*
 - *The lights are slated for installation in the Spring of 2024 extending hours of operation for the skatepark through 10 p.m.*
- **Refurbishment of Trellis Columns:** \$75,000 (TRCC funds)
 - *The refurbishment will address ongoing maintenance issues and match the stone of baseball bleachers.*
 - *Design will be incorporated in Historic Walk project with Riggs Ward Design.*
 - *The columns will be constructed with Historic Walk in summer/fall 2025.*

FISCAL IMPACT: The City of Holladay will receive \$125,000 from Salt Lake County, and the City will provide \$30,000 in local match. Of the total funds, \$80,000 will be expended in FY23-24 for the skatepark lighting, which will be presented to the Council in an upcoming budget amendment. The balance of funds for the refurbishment of the trellis columns are proposed for inclusion in the FY24-25 and FY25-26 budgets.



City of Holladay
CITY COUNCIL

CITY OF HOLLADAY COUNCIL SUMMARY REPORT

MEETING DATE: April 11, 2024

SUBJECT: Agreement for Tourism, Recreation, Culture, and Convention (TRCC) Funding Award

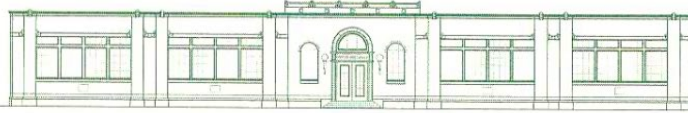
SUBMITTED BY: Holly Smith, Assistant City Manager

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 - *The columns will be constructed with Historic Walk in summer/fall 2025.*

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City of Holladay
CITY COUNCIL

CITY OF HOLLADAY COUNCIL SUMMARY REPORT

MEETING DATE: April 11, 2024

SUBJECT: Agreement for Opioid Settlement Grant from Salt Lake County for Community-Centered, Evidence-Based Prevention Coalition

SUBMITTED BY: Holly Smith, Assistant City Manager

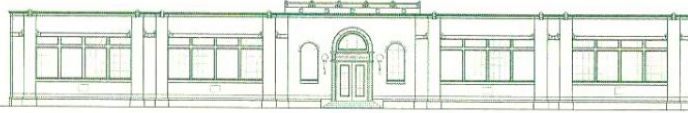
SUMMARY: At the January 4, 2024 City Council meeting, Gina Chamness, City Manager, shared the opportunity to apply for an opioid settlement grant to fund a new staff position and to support a public health and prevention program. The Council was supportive of pursuing the grant with the caveat that they would like to re-evaluate the potential new staff position and program with measurable results at the conclusion of the grant's performance period.

On January 30, 2024, Salt Lake County issued a Request for Applications using the opioid settlement funds to support the development of community-centered, evidence-based coalition frameworks. Meg Bartley, City of Holladay Public Health Intern, prepared a strong grant application, and at the end of February, the County selected the City to receive \$72,185 for its proposal.

With the new funding, Holladay will have the resources to lead an exceptional community response to the public health challenges facing our residents. To accomplish this, the City will hire a new part-time Public Health Coordinator and fund its public health and prevention program working in concert with the Happy Healthy Holladay Coalition. More details about the new position and the anticipated program components are outlined below.

Public Health Coordinator – Essential Duties:

- Lead public health programs for the City of Holladay.
- Serve as an expert public health resource to the community.
- Serve as the City staff liaison supporting all functions and operations of the Happy Healthy Holladay Coalition, including facilitating meetings, events, and other efforts.
- Complete the Coalition's strategic plan using the Communities That Care (CTC) framework, maintain the plan and CTC requirements going forward.
- Track, collect, analyze, and maintain relevant data.
- Write public health grant applications and manage awarded grants, as approved and directed by the City, and if applicable, supported by the Coalition.



City of Holladay
CITY COUNCIL

- Build relationships with key partners and stakeholders in public health.
- Serve as a liaison to the Salt Lake County Health Department.
- Attend local, regional, and statewide meetings, workgroups, and conferences.
- Participate in training and professional development to maintain community best practices.
- Assist with public information and engagement for health education and other related initiatives.

Public Health and Prevention Program Components:

- Communities That Care license
- Supplies
- Printed materials
- Marketing
- Events
- Contract services
- Travel and training

The Public Health Coordinator will meet with the Salt Lake County Public Health Department monthly to review Holladay's progress on the development of community-centered, evidence-based coalition framework and its use of grant funds. At the conclusion of the initial 12-month grant performance period, the City will have an opportunity to re-apply for the same amount of funding. The City may do this for up to two additional years of funding. So, Holladay could receive grants in 2024, 2025, and 2026. The City will assess each of these opportunities as re-application becomes available.

FISCAL IMPACT: The City of Holladay will receive \$72,185 from Salt Lake County, and the City will provide \$7,219 in local match. About \$5,000 of the total funds is proposed for use in FY23-24, which will be presented to the Council in an upcoming budget amendment. The balance of funds are proposed for inclusion in the FY24-25 budget.

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

CITY OF HOLLADAY

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **CITY OF HOLLADAY**, a municipal corporation of the State of Utah (“City”). County and City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. City has requested TRCC Funds from the County to help it fund the project described in City’s application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund City of Holladay Park Upgrades (the “Project”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

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

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse up to **One Hundred and Twenty-Five Thousand Dollars (\$125,000.00)** to City from its 2024 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. City acknowledges that the TRCC Funds provided to City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Project Completion Deadline. Recipient shall complete the project scope as outlined in City's TRCC Application hereto as **EXHIBIT A** by **March 31, 2026**. Any scope change for the project must be requested and approved by the TRCC advisory board before the work is completed.

D. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's Application. If

City fails to make and expend such a matching contribution prior to **March 31, 2026**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

E. Reimbursement Deadline. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require. All requests for reimbursement under this Agreement shall be made on or before **June 30, 2026**. Additionally, if it is later determined that City used any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

F. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2024, December 31, 2025 and June 30, 2026**.

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

H. Public Funds and Public Monies:

(i) City agrees that the TRCC Funds are "public funds" and "public monies," meaning 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 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 City's possession.

(ii) City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its 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 TRCC qualifying purposes in Salt Lake County. City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. City expressly agrees that the County may monitor the expenditure of TRCC Funds by City.

(iii) City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and

Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

I. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

K. Representations.

(i) No Officer or Employee Interest. City represents and agrees that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

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

3 . GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney

for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the “Effective Date”). This Agreement shall terminate upon City’s full expenditure of the TRCC Funds received under this Agreement and upon City’s completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, City’s obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

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

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

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

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

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

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

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

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

E. Agency. No officer, employee, or agent of City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its

employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

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

(ii) Liability and Indemnification. The County and City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) City's breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City's use of the TRCC Funds. City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to City under this Agreement will terminate and become null and void on the last day of the

county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.

(b) City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by City under this Agreement are untrue.

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

(a) Withhold further contributions of TRCC Funds to City; and/or

(b) Seek repayment of any TRCC Funds previously paid to City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to City and have been expended by City for the purposes set forth by this Agreement.

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

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

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

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

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and City,

including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

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

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

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to City based upon a breach of warranty of authority.

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

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2024

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2024

Reviewed and Advised as to Form and Legality:

By _____
Senior Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

CITY OF HOLLADAY

By _____

Name: _____

Title: _____

Dated: _____, 2024

Attest:

_____, City Recorder
Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 2024

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2023 Support Program Application (2024 County budget)

Deadline: 6/16/2023

City of Holladay
City of Holladay Park Upgrades PRT

Jump to: [Application Questions](#) [Documents](#)

\$ 143,350.00 Requested

Submitted: 6/15/2023 2:20:47 PM (Pacific)

Project Contact

Holly Smith

hcgrants@cityofholladay.com

Tel: 801-712-7824

Additional Contacts

none entered

City of Holladay

4580 S 2300 E
Holladay, UT 84117
United States

Telephone 801-272-9450

Fax

Web <https://cityofholladay.com/>

City Manager

Gina Chamness

GChamness@cityofholladay.com

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview

1. Please select your support program category:

Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- ☐ TOUR - Tourism Project Support
- ☒ PRT - Parks, Recreation and Trails Support
- ☐ CFSP - Cultural Facilities Support
- ☐ CON - Convention Facilities Support
- ☐ Other (Please contact the county if you select this option)

2. Please list the project address if it is different than your business address. If the addresses are the same, then write "n/a".

N/A

3. Please provide an overview of your organization, including but not limited to history, programs, services offered, and audiences served.

The City of Holladay was officially incorporated in 1999, and although a relatively young city, the community's rich history dates back to 1847 as one of Utah's earliest settlements. Today, the City's approximate 8.4 square miles is home to roughly 31,000 residents. Holladay offers easy access to not only the amenities of the metropolitan region but also the nearby canyons and national forest areas.

Under the mayor-manager form of government the Mayor and five-member City Council, along with the city manager and staff, are actively pursuing the implementation of projects and programs in support of the City's vision and general plan. Current

programs include an annual outdoor concert series, creative aging programs for seniors, visual arts programs, community festivals, and more.

Future city goals include enhancing arts and cultural offerings, economic development, parks and trails, place-making, education, and livability, among other priorities. Some of the city's primary pursuits for 2023-2025 are implementing a large-scale public art program, and the construction and opening of the Holladay Historic Experience. While the city's primary audience is their community, the city park and the events held there see significant use from residents of neighboring cities.

4. Please provide us with your project summary.

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

The City of Holladay is making upgrades to its existing City Hall Park, specifically above-ground lighting for their new skate park, refurbishing existing trellis poles with stronger materials, and purchasing a portable stage. The City Hall Park is connected to Holladay's city hall, and includes a field, skate park, pickleball courts, playground, baseball diamond, gazebo, and more. It also is the future home of the Holladay Historic Experience, which is currently in development.

This project is designed to encompass the major upgrades that the park needs, and is focused on updating and improving existing amenities. The goal of this project is to make the facilities a more-user friendly experience for park goers, and to prolong the life of the park's infrastructure. It has three major components: installing above ground lighting for the skate park, refurbishing existing trellis poles, and purchasing a portable stage that can be used for summer concerts and festivals.

The skate park was built in 2021, and at the time the city did not have the funds to install above ground lighting. It is ready for installation, and its addition will add approximately 600 hours of skating time annually. Additionally, having proper lighting has been shown to significantly decrease injuries for skaters.

Currently, the park's gazebo is used as a stage for all outdoor events, including the summer concert series, Blue Moon Festival, and Fourth of July celebration. The way the structure is set up necessitates that amplifiers be placed on the gazebo's steps, leading to sound being concentrated in the front of the audience, causing auditory issues for all attendees. There are also problems with sight lines in the current set up and performers overheating in the summer. The purchases of the portable stage will eliminate all of these issues, while retaining the charm of the existing gazebo. Holladay anticipates that the stage will have a lifespan of 20 or more years.

Finally, the fiberglass trellis poles that are installed behind the baseball diamond are deteriorating and need refurbishment. Refinishing the fiberglass structures will extend their lifespan by 50 years or more. Holladay considers the City Hall Park an investment in the community, and part of that is maintaining current infrastructure so that it is usable for years to come.

Overall, this upgrade project is estimated to cost \$183,350, and can be completed by December 2024.

5. How does your project align with the specified TRCC support program category you selected in Question 1? For PRT and CFSP projects, please include alignment with the County's Visions and Principles.

Please refer to the TRCC Guidelines in the Resources tab above for a description of the program categories as well as the County's Visions and Principles.

The City of Holladay's project consists of upgrades to the existing City Hall Park and meets the County's vision in several areas. They are broken down by principle below.

"To reflect and address the current and future needs of communities throughout the County." The City of Holladay works hard to be responsive to their residents, and the new skate park is an example of this. The project garnered broad community support, and when the skate park was proposed the City Council received public input from over 400 individuals—a record for the city. Additionally, the refurbishment of the trellis poles is designed to prolong the park's overall lifespan and is an investment in the park's future.

"To only support projects which demonstrate readiness, feasibility, and sustainability through long-term secure funding streams."

All aspects of this project are "shovel ready." The skate park is fully prepared for the lighting installation, which can be completed within weeks. The city currently uses the park's gazebo as a stage, which has problems with lighting, sound, and heat. Holladay has decided to purchase a portable stage so that performances are more audience and performer friendly. Since this is a pre-made item, it will be ready to use upon delivery. The trellis poles will take approximately three weeks to complete, and can begin the process at any time. Any ongoing maintenance will come from the park budget, and be handled by existing staff.

"To support projects that address the need for proper maintenance and/or upgrades of existing facilities and the construction of new facilities."

This project is focused on upgrading and maintaining existing infrastructure. The stage and the skate park lighting are needed upgrades in order to make the facilities more user-friendly, and the trellis poles represent a maintenance need that goes

beyond traditional wear and tear.

"To support projects which enhance the ability of parks, recreation, and trail organizations to improve, expand and/or sustain programming."

The upgrades in this project expand programming. The skate park sees daily use, and the added lighting will provide approximately 600 more hours of usable skating time annually. The concerts are a beloved community tradition, and upgrading the stage will help the city improve this program and the summer festivals.

"To encourage projects that foster collaboration, regional partnerships, and shared funding." The City of Holladay has a lean staff, with only 24 personnel. Because of this, the city frequently partners with outside organizations and programming at the park is an example of this. The city works with Excellence in the Community, a local nonprofit organization, to produce their concerts and book performers for their summer festivals. Additionally, they partner with Spock's Skate Camps, Skate Park Respect, and Utah's Skate Park Advocacy to run skating summer camps (which typically serve 480 youth) and for skate park upkeep.

6. Provide evidence of local support and community need justifying this project.

Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.

The City of Holladay has received substantial community support for the skate park project. When it was initially brought before the City Council over 400 people submitted public comment (a record for the city). Since then the community has continued to be invested in the park's upkeep and future. Young skaters came to speak to the City Council on the need for the above-ground lighting, and the group Skate Park Respect works with young skaters to teach them about skating etiquette and help maintain the park.

The purchase of the portable stage is based on feedback from musicians and audience members. Currently, the only place to set up the sound system is on the gazebo's steps, which causes auditory problems for the elderly residents and people with disabilities who have reserved seating in the front. The gazebo also has limited sight lines due to its pillars, and the musicians are exposed to sun and extreme heat in the summer. While the concerts are well-attended and enjoyed, the city frequently hears feedback from attendees regarding the sound and sight lines

Please see letters of support and news article in documents tab.

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

The proposed project is appropriately sized to the capacity and needs of Holladay and the community. First, the project will require very minimal ongoing staff and operational support, as there is a public amenity that is already staffed and maintained.

Secondly, the proposed project focuses on things that the community is already regularly utilizing and improves upon them. The City estimates that the park is enjoyed by tens of thousands of people each year. Over 12,400 people will see performances on the updated stage annually, and approximately 20,000 people currently use the skate park per year.

8. Detail how the project is integral to your organization's mission.

The City of Holladay mission statement is: "The City of Holladay is committed to community, safety, and responsible growth, while preserving our charm, history, and iconic features, with open communication and quality services for all residents and businesses."

The city is dedicated to upholding this mission, and the City Hall Park is a vital piece of it. At every step, the park has been built to meet the needs of the city's residents, and its amenities have been designed to cater to different tastes and stages of life. Specific ways that this project works to honor this mission include:

Preserving infrastructure that is already there by refinishing the trellis poles. The City considers their amenities to be an investment and providing them with proper maintenance is a part of that.

This project addresses community safety by providing above-ground lighting to the city's skate park. Proper lighting has been shown to dramatically decrease skating-related injuries.

Open communication has been a large part of this project to-date, with the skate park's development based on significant feedback from both residents and businesses.

Holladay views this project as responsible and responsive growth. While the upgrades do not significantly alter any park programming, they do enhance it significantly. Skaters and concert goers will be able to better enjoy their experiences, while refurbishing the trellis poles maintains existing infrastructure.

Finally, this project is deeply rooted in community. The summer concerts, Blue Moon Festival, and Fourth of July celebration are beloved summer traditions, all of which will utilize the portable stage and make the events a more enjoyable experience. And, the above-ground lighting is being installed at the behest of the community. Young skaters have come to city council meetings to ask council members to consider this request.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.

The City of Holladay is actively seeking funding for this project, and by the end of June 2023 will have submitted \$70,000 worth of requests to outside funders. Additionally, the city is planning a fundraising campaign for the skate park to help cover the cost of the lighting. The city has already secured a donation of \$20,000, and has a goal of raising \$40,000 total through this effort. If the fundraising goals are unmet, the Holladay budget reserve will be considered to fill the funding gap and cover the needed expenses until reimbursement.

Holladay has received prior TRCC awards and is experienced in managing reimbursement projects of a similar magnitude as the proposed project. The City's finance department actively monitors the cash flow for the organization, including specific projects, with financial software. The City of Holladay has a conservative fiscal policy with a healthy reserve fund to cover unexpected needs.

10. Document your ability to raise additional project funds.

The Holladay community has a proven track record of successful grassroots fundraising, and the city is confident that the skate park lighting and new stage will draw similar community support to raise additional project funds. The city is currently engaging in a fundraising campaign spearheaded by a councilmember to raise money for the skate park lighting, and Holladay anticipates they will bring in approximately \$40,000 through this effort.

The city has experience with this type of fundraising. In 2014, the City of Holladay and the Holladay City Foundation worked together to build a playground in Holladay City Park. At that time, a capital fundraising campaign was the most viable funding option to make the playground project a reality. The campaign kicked-off with a \$75,000 lead gift and was followed by two generous business donations and multiple resident pledges to raise a total of \$150,000. The playground opened on July 4, 2015 and has since become a beloved destination for families.

Additionally, the city is submitting a grant application for \$50,000 for the skate park lighting, and has other awards they will be pursuing should that request not be funded.

11. Provide an analysis of the financial impact this project will have on your organization's future finances.

The park improvement project will have minimal impact on the city's finances. All future upkeep will fall under the category of routine park maintenance, and the anticipated increase in cost is nominal. Additionally, all park amenities are free and open to the public, so there is no increased income. These project components are expected to have a lifespan of 20 or more years, and the project concept was purposely selected with an eye toward sustainability and low overhead costs to the City.

Project Details

12. Please specify type of funding you are requesting

The questions numbers below will change depending on your selection for this question.

- ☐ Consulting Funding
- ☒ Capital Funding
- ☐ Tourism Promotion Funding

13. Type of consulting services

-answer not presented because of the answer to #12-

14. Goals and objectives of consulting services

-answer not presented because of the answer to #12-

15. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

16. Payment schedule for the work and expenses.

-answer not presented because of the answer to #12-

17. Describe the current facility and specify if it is owned or leased.

Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.

The City of Holladay owns the Holladay City Park, where the project will be taking place. The park site is the school grounds of the former Holladay Elementary School, which has since been renovated as the Holladay City Hall. The park is the site of a significant amount of Holladay's programming, including concerts, festivals, skate camps, and more. In addition to the programs hosted there, the park sees daily use at all of its facilities.

18. Scope of Work, including expected deliverable and timeline

Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

This project is entirely shovel-ready, and all elements are ready to be implemented; The City of Holladay anticipates that this project will be completed by the end of 2024, pending funding.

The skate park lighting is fully constructed, and the park itself was built so that when the city had the capacity to install the lighting it would be fully prepared. Additionally, the city is planning to purchase a pre-constructed portable stage that can be easily set up when it arrives from the manufacturer. The decision was made to use a portable stage to retain the charm of the gazebo when it is not being utilized as a stage, and so that it can be deconstructed and stored during inclement weather, prolonging its life.

Refurbishing the trellis poles consists of removing the existing fiberglass column veneer, framing a plywood wrap around the steel columns, attaching metal lath to the plywood, grouting stone to the lath, and then finally capping the columns in stone to protect them from severe weather. This process will extend their life for at least fifty years, and once the project starts they can be completed in three weeks.

19. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.

If needed, budget plan may be uploaded to the Documents tab.

The City of Holladay anticipates minimal capital maintenance costs for this project. As all facility upgrades detailed in this proposal are on city property, maintenance costs for the upgrades will be built into the park budget, and handled by current personnel.

While this project tackles programmatic upgrades and improvements to the park that go beyond typical wear-and-tear maintenance, after their completion all maintenance will be built into the city's ongoing parks budget. The city anticipates that maintenance costs will be nominal.

20. Provide project management information including key personnel and their experience.

This project will be overseen by Holly Smith, Assistant City Manager. All city staff play multiple roles, and in addition to traditional management duties, Holly handles finances and grant management for the city. Input will be provided by Jared Bunch, the city's Senior Civil Engineer, and Sheryl Gillian, Executive Director of the Holladay Arts Council. Biographic information for key project personnel is below:

Holly Smith, Assistant City Manager

Holly has served with the City of Holladay for the past 12 years. As a member of the City's Executive Team, she provides a range of complex project management and analytical support to the City Manager and City Council. Holly holds a master's degree in public administration from Northern Illinois University and bachelor's degree in urban planning from the University of Utah. She has served in the public sector her entire career and has worked at many levels of government including positions in city administration, county transportation programming, and regional planning. Holly specializes in grant proposal writing and fund administration.

Sheryl Gillilan, Executive Director, Holladay Arts Council

Sheryl was hired in July 2017 as the Holladay Arts Council executive director. She believes there is much potential for offering diverse arts opportunities for residents and visitors, including the summer concert series, Blue Moon Festival, and the fine art show. Prior to this position, Sheryl worked for 12 years at Art Access, the last five as the executive director. Sheryl grew up in Salt Lake City, went to college and graduate school in Oregon and Pennsylvania, then returned home in 1985, where she has lived happily thereafter. She believes that storytelling through art is a powerful way to connect people of diverse backgrounds and that sharing art makes it a joy to be human. She is an award-winning quilt artist and runs a quilting and sewing business.

Jared Bunch, Senior Civil Engineer

Jared was raised in Billings, MT where he learned to enjoy the outdoors and the value of service. He graduated from BYU in 2001 with a Civil and Environmental degree. During his college years, he grew his drafting and surveying skills while working on environmental projects like the Owens Dry Lake and the Salton Sea. Jared moved to Las Vegas after graduation and began his engineering career consulting on large scale land development projects. Las Vegas was hit hard by the real estate crash

in the late 2000's and Jared moved to the interior region of British Columbia where he gained additional expertise on engineering projects for transportation, hospitals, prisons, complex pump stations, and large sport fields. In 2018, he moved to the Salt Lake area and began working for the City of Holladay as their City Engineer, first as a contract position, then as a full-time position which then wrapped in public works.

21. OPTIONAL: Architectural information including site plan, space program, and schematic design.

Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.

N/A

22. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.

Please also upload above mentioned construction information documents to the Documents tab.

The attached cost estimate was prepared by Holladay's Senior Civil Engineer, Jared Bunch.

The City of Holladay has a general fund balance that may be considered for additional project funds, should the need arise for cost overruns. (See organization budget documents included with this application.)

23. Type of tourism promotion services

N/A

24. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #12-

25. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

26. Payment schedule for the promotional work and expenses

-answer not presented because of the answer to #12-

Documents [top](#)

Documents Requested *

Required? **Attached Documents ***

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)
[download template](#)



[Holladay Project Budget Worksheet](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget



[Holladay 20/21 Budget](#)

[Holladay 21/22 Budget](#)

[Holladay 22/23 Budget](#)

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)



[Holladay Journal Article](#)

[Skate Park Respect, Letter of Support](#)

[Senator Pitcher Letter of Support](#)

[Representative Spackman Moss Letter of Support](#)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

[Holladay Elementary Purchase Contract](#)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural

[Holladay Skate Park Lighting Site Plan](#)

documents (may include site plan, space program, schematic design) (Q22)

CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)

[Holladay Skate Park Lighting Budget](#)

[Holladay Trellis Poles Budget](#)

[Holladay Stage Budget](#)

TOURISM PROMOTION (REQUIRED): Detailed project budget

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Application ID: 443268

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EXHIBIT B
Program Budget



TRCC Project Budget Worksheet

Project Summary:

Total Project Budget	\$	155,000.00
Total Funding Sources	\$	30,000.00
TRCC Funding Requested	\$	125,000.00
Projected Surplus/(Deficit)	\$	-

Date Prepared: 09/07/2023

Organization Name: City of Holladay

Project Name: Holladay Park Upgrades

Contact Name: Holly Smith

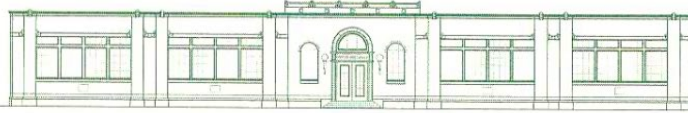
Contact Email: hsmith@cityofholladay.com

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 155,000.00	skatepark lighting and wireless controls; stage materials; trellis refurbishment
Consultants/Professional Services		
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead		
Contingency		
Other		
Total Project Budget	\$ 155,000.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand			\$ -	
Pledges	\$ 20,000.00		\$ 20,000.00	Holladay community fundraising, pledged donations.
Grants (excludes TRCC request)			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other		\$ 10,000.00	\$ 10,000.00	Holladay community fundraising, anticipated donations.
Total Funding Sources	\$ 20,000.00	\$ 10,000.00	\$ 30,000.00	



City of Holladay
CITY COUNCIL

CITY OF HOLLADAY COUNCIL SUMMARY REPORT

MEETING DATE: April 11, 2024

SUBJECT: Agreement for Opioid Settlement Grant from Salt Lake County for Community-Centered, Evidence-Based Prevention Coalition

SUBMITTED BY: Holly Smith, Assistant City Manager

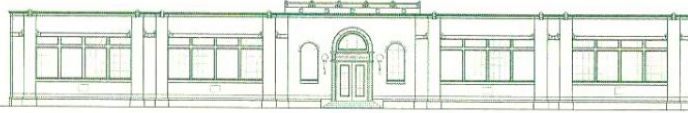
SUMMARY: At the January 4, 2024 City Council meeting, Gina Chamness, City Manager, shared the opportunity to apply for an opioid settlement grant to fund a new staff position and to support a public health and prevention program. The Council was supportive of pursuing the grant with the caveat that they would like to re-evaluate the potential new staff position and program with measurable results at the conclusion of the grant's performance period.

On January 30, 2024, Salt Lake County issued a Request for Applications using the opioid settlement funds to support the development of community-centered, evidence-based coalition frameworks. Meg Bartley, City of Holladay Public Health Intern, prepared a strong grant application, and at the end of February, the County selected the City to receive \$72,185 for its proposal.

With the new funding, Holladay will have the resources to lead an exceptional community response to the public health challenges facing our residents. To accomplish this, the City will hire a new part-time Public Health Coordinator and fund its public health and prevention program working in concert with the Happy Healthy Holladay Coalition. More details about the new position and the anticipated program components are outlined below.

Public Health Coordinator – Essential Duties:

- Lead public health programs for the City of Holladay.
- Serve as an expert public health resource to the community.
- Serve as the City staff liaison supporting all functions and operations of the Happy Healthy Holladay Coalition, including facilitating meetings, events, and other efforts.
- Complete the Coalition's strategic plan using the Communities That Care (CTC) framework, maintain the plan and CTC requirements going forward.
- Track, collect, analyze, and maintain relevant data.
- Write public health grant applications and manage awarded grants, as approved and directed by the City, and if applicable, supported by the Coalition.



City of Holladay
CITY COUNCIL

- Build relationships with key partners and stakeholders in public health.
- Serve as a liaison to the Salt Lake County Health Department.
- Attend local, regional, and statewide meetings, workgroups, and conferences.
- Participate in training and professional development to maintain community best practices.
- Assist with public information and engagement for health education and other related initiatives.

Public Health and Prevention Program Components:

- Communities That Care license
- Supplies
- Printed materials
- Marketing
- Events
- Contract services
- Travel and training

The Public Health Coordinator will meet with the Salt Lake County Public Health Department monthly to review Holladay's progress on the development of community-centered, evidence-based coalition framework and its use of grant funds. At the conclusion of the initial 12-month grant performance period, the City will have an opportunity to re-apply for the same amount of funding. The City may do this for up to two additional years of funding. So, Holladay could receive grants in 2024, 2025, and 2026. The City will assess each of these opportunities as re-application becomes available.

FISCAL IMPACT: The City of Holladay will receive \$72,185 from Salt Lake County, and the City will provide \$7,219 in local match. About \$5,000 of the total funds is proposed for use in FY23-24, which will be presented to the Council in an upcoming budget amendment. The balance of funds are proposed for inclusion in the FY24-25 budget.

AGREEMENT
between
SALT LAKE COUNTY
On behalf of its Salt Lake County Health Department
and
CITY OF HOLLADAY
On behalf of its Happy Healthy Holladay Coalition

This Agreement is entered into this _____ day of _____, 2024, between Salt Lake County, a body corporate and politic of the State of Utah on behalf of its Salt Lake County Health Department (“County”); and City of Holladay (“Contractor”), a Municipal Government of the state of Utah with its principal place of business address at 4580 South 2300 East, Holladay, Utah 84117. County and Contractor may be referred to as the “Parties”.

RECITALS

- I. On or about January 30, 2024, County issued a Request for Applications to work with Salt Lake County communities to support the development of community-centered, evidence-based coalition frameworks.
- II. On or about February 26, 2024, County reviewed applications and determined that Contractor meets the qualifications set out in the Request for Applications.
- III. The County and Contractor are now desirous to enter into an agreement whereby the County will provide funding so that Contractor may implement a community-centered, evidence-based prevention coalition with fidelity.

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

AGREEMENT

1. SCOPE OF SERVICES

Contractor agrees to provide the services outlined in the Request for Applications (“RFA”), which is incorporated by reference and attached as Exhibit 1, and the services outlined in Contractor’s application, which is incorporated by reference and attached as Exhibit 2.

2. CONSIDERATION

In consideration for services rendered under this Agreement, County shall award Contractor **8** to perform activities outlined in Exhibit 1, RFA and Exhibit 2, Community-Centered Evidence-Based Coalitions Application. The County, in the County's sole discretion and based on funding availability, may transfer additional grant funds to Contractor by formal written amendment to this Agreement.

3. PAYMENT

Contractor shall be reimbursed by the County upon receipt of an invoice. Invoices must be emailed to HealthInvoices@slco.org. Contractor agrees to submit an invoice to the County on or before the 10th of the following month. End of term invoices must be submitted on or before July 10th of each year. County reserves the right to correct invoices.

4. EFFECTIVE DATE/TERM

This Agreement shall be effective upon contract execution and shall expire one year thereafter. The contract may be renewed by written amendment for up to two additional one-year terms as allowed by funding.

5. REPORTING REQUIREMENTS

Contractor shall adhere to reporting requirements as outlined in the "Reporting" section of Exhibit 1. Grant updates, activities, outcome data, and expenses shall be submitted to County through an assigned form no later than the 10th of each month.

6. CONTINUOUS IMPROVEMENT

This Agreement aims to support continuous improvement for Contractor to improve implementation of proposed activities. County desires to create an environment where Contractor and other community partners can do their best work. Changes to originally proposed responsibilities as outlined in this Agreement and Exhibit 2 may be made to improve results within the following parameters:

6.1 Contractor has genuinely tried to meet the goals of the original proposed activity and responsibilities, or the environment has changes so that the original proposal is no longer possible or the best approach.

6.2 Requested changes have been identified through a continuous improvement process or

thoughtful conversations.

6.3 Changes are discussed with and approved by SLCoHD in writing (email accepted).

6.4 Changes are outlined in a written document and submitted to SLCoHD (email accepted).

6.5 If services are performed outside of this Agreement without receiving approval from SLCoHD, SLCoHD reserves the right to deny payment and/or terminate the Agreement.

7. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and Contractor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits, and wages; taxes; unemployment compensation and insurance; social security; workers' compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments, and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Contractor of employer and employee, partners, or joint ventures.

The Parties agree that Contractor's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

8. AGENCY

No agent, employee, or servant of Contractor or County is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. Contractor and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Contractor is an independent contractor.

9. COUNTY REPRESENTATIVE

County hereby appoints Emily Colvin, Division Contracts Administrator, as County Representative to assist in the administrative management of this Agreement and to coordinate

performance of the services to be provided by Contractor under this Agreement.

10. CONTRACTOR REPRESENTATIVE

Contractor shall designate an employee and make known to the County the name and title of this employee within its organization who is authorized to act as Contractor's representative in its performance of this Agreement. Contractor Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

11. STANDARD PERFORMANCE/PROFESSIONALISM

Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Contractor further agrees that it will not accept any fee or financial remuneration from any entity or person other than the County for its performance under this Agreement.

12. INDEMNIFICATION

Contractor agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Contractor, its agents, representatives, officers, employees, or subcontractors in the performance of this Agreement.

13. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The parties agree that County shall only be liable within the parameters of the 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.

14. NON-FUNDING CLAUSE

County intends to request the appropriation of funds to be paid for the services provided by Contractor 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 Contractor, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by County under this Agreement, County shall promptly notify Contractor of said non-funding and the termination of this Agreement, and in no event, later than thirty (30) days prior to the expiration of the fiscal year for which funds were appropriated.

15. INSURANCE

15.1 County represents that it is self-insured pursuant to the provisions of Utah Code Ann. § 63G-7-801.

15.2 Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES

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

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

i. Currently rated A- or better by A.M. Best Company

OR

ii. Listed in the United States Treasury Department's current Listing of approved Sureties (Department Circular 570), as amended

C. Contractor shall furnish certificates of insurance, acceptable to the County,

verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

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

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

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

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

REQUIRED INSURANCE POLICIES

The Contractor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

A. Workers' compensation and employer's liability insurance as required by the State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance, on an occurrence form, with the County as an additional insured, in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate and \$1,000,000 products completed operations policy aggregate. The policy shall protect the County, the Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor's operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the County whether such coverage be primary, contributing or excess.

—&/OR—

B. Professional liability insurance with a minimum policy limit of \$1,000,000 per occurrence.

(The County is not to be an additional insured for professional liability insurance)

C. Advertising injury liability insurance with a minimum policy limit of \$1,000,000 per occurrence.

D. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$100,000 per person, \$300,000 per accident, \$50,000 property damage or a single combined limit of \$500,000.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

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

16. 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 proceeds resulting from the performance of this Agreement. No officer or employee of Contractor or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations, or authorizes funding or payments to Contractor.

17. ETHICAL STANDARDS

Contractor represents that it has not: (a) provided an illegal gift 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 Code of Ordinances § 2.07; 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.

18. CAMPAIGN CONTRIBUTIONS

The Salt Lake County campaign finance disclosure ordinance limits campaign contributions by contractors to County candidates. Salt Lake County Code of Ordinances § 2.72A. Contractor acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Contractor further acknowledges that violation of those provisions governing campaign contributions may result in criminal sanctions as well as termination of this Agreement.

19. PUBLIC FUNDS AND PUBLIC MONIES

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

19.2 Contractor’s Obligation: Contractor, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” authorized by law and this Agreement for the provision of services to Salt Lake County. Contractor 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. Contractor expressly understands that County may monitor the expenditure of public funds by Contractor. Contractor expressly understands that County may withhold funds or require repayment of funds from Contractor for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

20. AFFIDAVITS

Upon the execution of this Agreement and if requested by the County, Contractor shall submit a sworn affidavit from each officer, employee, or agent of Contractor who has been in contact or

communicated with any officer, agent or employee of County during the past calendar year concerning the provision of these goods and services. The affidavit shall contain the following statement:

I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding by entering into any Agreement, participated in any collusion, or otherwise taken any action unauthorized by the governing body of the County, or in violation of applicable law.

21. TERMINATION

21.1 Termination for Default. County may terminate this Agreement for an “Event of Default” as defined, upon written notice from County to Contractor.

21.2 Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to County.

21.3 Event of Default. As used in this Agreement, the term “Event of Default” means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

21.4 Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of sixty (60) days, Contractor or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

21.5 No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

21.6 Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County’s interest to do so. If County elects to exercise this right, County shall provide written notice to Contractor at least thirty (30) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of

termination. Contractor agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement for breach of contract by the County or any other claim or cause of action.

22. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules, and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable law shall constitute an event of default under this Agreement and Contractor shall be liable for and hold the County harmless and defend the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

23. NON-DISCRIMINATION

Contractor and any agent of Contractor agree that they shall comply with all federal, state and county laws, rules, and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

24. NOTICE TO RETIREES OF UTAH RETIREMENT SYSTEMS ("URS")

County is a URS "participating employer." Entering into an agreement with County may affect a URS retiree's retirement benefits including, but not limited to, cancellation of the retiree's "retirement allowance" due to "reemployment" with a "participating" employer pursuant to Utah Code Ann. § 49-11-504. In addition, Contractor is required to immediately notify County if a retiree of URS is the contractor, or an owner, operator, or principal of the contractor. Contractor shall refer the URS retiree to the URS Retirement Department at 801-366-7770 or 800-695-4877 for all questions about post-retirement employment regulations.

25. LABOR REGULATIONS AND REQUIREMENTS

Contractor agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state, and local labor laws. Contractor shall indemnify and hold County harmless from and against any and all claims for liability arising out of any violation of this paragraph or the laws referenced by Contractor, its agents or employees.

26. CONFIDENTIALITY

Contractor shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Contractor's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of this Agreement shall also be held confidential by Contractor. County shall have the sole obligation or privilege of releasing such information as required by law.

27. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials, and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

Generally, any document submitted to County is considered a "public record" under GRAMA. Any person who provides to the County a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

28. ASSIGNMENT

Contractor shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of County. County reserves the right to assert any claim or defense it may have against Contractor and against any assignee or successor-in-interest of Contractor.

29. SUBCONTRACTING

Contractor agrees that it shall not subcontract to provide any of the services under this agreement or execute performance of its obligations under this agreement without prior express written consent of County.

30. NOTICES

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Alysia Stuart, Substance Use Prevention Program Manager
Salt Lake County Health Department
South Redwood Public Health Center
7971 South 1825 West
West Jordan, Utah 84088
astuart@slco.org
385-468-5321

Emily Colvin, Division Contracts Administrator
Salt Lake County Health Department
2001 South State Street, Suite S2-600
Salt Lake City, Utah 84190
ecolvin@slco.org
385-468-4123

CONTRACTOR: Gina Chamness, City Manager
City of Holladay
4580 South 2300 East
Holladay, Utah 84117
gchamness@holladayut.gov
801-272-9450, ext 102

Holly V. Smith, Assistant City Manager / City Treasurer
City of Holladay
4580 South 2300 East
Holladay, Utah 84117
hsmith@holladayut.gov
801-272-9450, ext 118

31. TIME

The Parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

32. ENTIRE AGREEMENT

County and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Contractor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified, or altered, except in writing, signed by the Parties.

33. ANTI-WAIVER PROVISION

This Agreement may not be enlarged, modified, or altered, except by written amendment, signed by the parties. Contractor understands that only the Salt Lake County Mayor or designee by executive order (available on the County's website) can execute an amendment to this Agreement. The failure of either Party to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment.

34. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration, and mediation proceedings, shall be commenced, maintained, adjudicated, and resolved within the jurisdiction of the State of Utah.

35. COUNTERPARTS

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement, and the Contractor certifies that any representations are true and correct and that it will abide by the terms of the Agreement.

SALT LAKE COUNTY

By: _____

Mayor or Designee

Date: _____

HEALTH DEPARTMENT

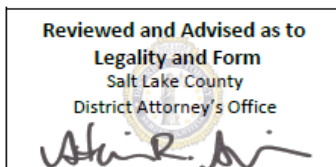


By: _____

Dorothy Adams
Interim Executive Director
Associate Director

Date: _____

Division Director Initials: JS



City of Holladay

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Holladay



ACCESSORY DWELLING UNITS TEXT AMENDMENT SUMMARY

STAFF PRESENTATION

April 11, 2024

Purpose and Intent

- On October 5, 2023 City Council directed Staff to study and assess changes to the code regarding external dwelling units to enable the **conversion of existing accessory structures**, within their existing footprint (no expansion) **on lots less than half an acre** as a way to further implement moderate income housing strategies.
- The larger purpose of the proposed changes is to enable more property owners to create small scale housing units that are a part of the larger picture of meeting moderate income housing requirements by the State.



History of Existing ADU Code

- In 2021 the State of Utah adopted code that mandates internal accessory dwelling units as permitted uses within residential zones. Municipalities were allowed to place additional regulations on external accessory dwelling units (EADUs).
- Through 2020 and 2021, the Planning Commission worked on a text amendment addressing internal and external ADUs and forwarded a positive recommendation with draft text to City Council. City Council modified the recommended text to limit external dwelling units to parcels .50 acres or larger.
- Currently, property owners can build a detached accessory building with a kitchen that would be considered “bonus space”. These structures would not be issued an accessory use certificate of occupancy. Common examples include a pool house, recreation space, or an office/studio space.
- The existing ADU code allows conversion, if the accessory structure meets all standards, however lot size and setback standards disqualify most existing structures from conversion into an accessory dwelling unit.



2024 Planning Commission Summary

- A public hearing was open from January 23th, 2024 through February 20, 2024.
 - 8 Written Comments
 - 2 in person Comments
 - 9 In favor/1 opposed

See Full Public Comment summary after the Planning Commission Discussion Summary

Presentations on ADUs from Salt Lake County and WFRC, as well as a results from a survey conducted by Staff in 2021 were included in the initial January 2023 Meeting Packet.

Planning Commission went through all proposed changes, discussing each change and giving it thoughtful consideration throughout the three meetings held.

The main concerns of the Planning Commission were privacy and potential impact on neighboring properties.

As external dwelling units may be outside of the permitted footprint area of a home and would have people living in an accessory structure, various parts of the proposed text were altered or added in consideration of this.

See Planning Commission Discussion summary after the Summary of Changes



**SUMMARY OF EACH
PROPOSED CHANGE TO
THE EXISTING CODE**



13.14.031 Accessory Dwelling Units

Main Statement

Existing code: states that ADUs are permitted only in single-family zones.
State code requires that accessory dwelling units are permitted in all residential zones.

Changes:

1. Removes “single-family” and single-family zone references.
2. Adds “detached structures”, which eliminates ADUs being added to duplexes and multi-family units.

Staff

Made changes after receiving public comment

Planning Commission

Directed staff to make change after receiving public comment.



13.14.031 A(3) Property Owner Onsite

Existing code language: includes “with the property owner living onsite”

Changes (13.14.031 A(4)):

1. Additional language was added (see new item #4) which requires owner occupancy by the property owner or an immediate family member
 - a. Owner occupied requires full time residency
 - i. Exceptions for owner occupancy for military, job, sabbatical, and volunteer service.
2. Dwelling unit occupancy that matches Utah State code for occupancy of a dwelling unit. (i.e. up to 4 unrelated persons)

Staff

- Staff originally proposed a wider definition of family member of owner.
- After questions on occupancy limits from Commissioners, Staff added the state code for occupancy limits in a dwelling unit so the City is not in a position of regulating occupancy.

Planning Commission

- Wanted family member to be more narrowly defined to immediate family member only.



13.14.031 A(4) Parking

Existing code language: includes “One additional onsite parking spot and replace any parking displaced by a garage or carport conversion”

Changes: *(13.14.031 A(5))*

1. If an ADU is being added outside of the footprint of an existing house (ie addition or EADU), onsite parking has to meet the minimums required in section 13.80.040, determined by the number of bedrooms in the ADU.

Staff

- Additional parking language was added at the request of the Planning Commission. Changes that tied parking requirements to bedrooms being added specifically for an ADU was a rational connection.

Planning Commission

- Parking is a common concern for all land uses. If someone adds a three bedroom EADU, or adds a 3 bedroom accessory unit onto their existing primary structure (IADU), they should provide adequate parking (i.e. 2 spots) for the added bedroom space for an accessory use.



13.14.031 C(2) External ADU Min. Lot Size

Existing code language: “be located on a lot of record measuring either: a) twice the minimum lot size of the underlying zone; or b) a minimum of one-half acre (21,780 square feet) or larger.

Changes:

1. “be located on a lot of record measuring 10,000 square feet or larger” (*this is .23 acres*)

Staff

- Staff didn’t see a need to regulate external ADUs to a minimum lot size. Smaller lots have natural limitations due to their size (total structure coverage allowed, access, etc.). Smaller, low impact EADUs proportional to lot size is likely what would be built on smaller lots.
- Staff proposed exceptions for corner parcels and parcels with double frontage that are under 10,000 sq ft due to the lower impact of having an accessory unit accesses from a second road.

Planning Commission

- Noting privacy/impact concerns, Planning Commission didn’t want to allow smaller lots to have external ADUs, but would be open to allowing this in the future (i.e. consider amending to remove this regulation after seeing the effects of the currently proposed changes).
- Corner parcels and double frontage exceptions were more complicated than the Commissioners wanted to get into, but were open to future amendments that would include these.



13.14.101 Setbacks for EADUs

Existing code language: “comply with setbacks as per section 13.14.110, chart 13.14.101”, which increases setbacks for EADUs 25% above the minimums for accessory buildings.

Changes (13.14.110, chart 13.14.101): Minimum setback of 10’ on all parcels greater than 10,000 sq. ft.

Staff

- Did not see a need to change the 25% setback increase for EADUs in the existing code.
- The impact of a minimum 10’ setback is greater on smaller properties.
- Many primary structures have side setbacks less than 10’.
- Graduated height prevents a tall structure from being close to the property line.
- Creates small, mostly unusable areas on rear and side property lines.
- If the setback is increased to 10’, then restrictions on doors, windows, patios etc. that open into the side and rear should be likely be removed or modified.
- As an alternate, consider a 10’ rear and side setbacks that match the minimum side setbacks for a primary structure.

Planning Commission

- The main intent of requiring a 10’ minimum setback is to maintain privacy between neighboring properties.



13.14.031 C(5) Maximum Height

Existing code language: “comply with maximum height as per section 13.14.110”
(20’ max height)

Changes (13.14.031 C(5)):

1. Living space on ground level only on parcels smaller than .50 acres
2. As setbacks increase to within requirements for a primary structure, living space can be on second level.
 - a. Height limit also increases when the structure is within the building area for a primary structure.

Staff

- Additional regulation to single/ground level was not included in original proposed text.
- Graduated height regulation is designed to control height close to property lines and naturally push taller structures further from the property line.
- Building/Planning Staff have a lot of people ask about detached garages with an apartment above. The existing 20’ accessory building height creates a challenge and typically results in flat roof designs. Staff recommends considering a 25’ height for ADUs above detached garages to allow for a pitched roof style.

Planning Commission

- With a focus on privacy, the Commission wanted to prevent a structure with living space above a single level. The concern wasn’t as much about overall building height as having living space on an above ground level in a backyard area.



13.14.031 C(7) Lot Coverage

Existing code language: Did not include reference to lot coverage

Changes (13.14.031 C(7)):

1. Now references lot coverage compliance

13.14.031 C(8c) 2nd Floor Windows

Existing code language: Did not include language about 2nd floor windows

Changes (13.14.031 C(8c)):

1. Windows on rear and side property lines on 2nd floor have to be 6' from floor unless the window is 10 feet from a property line or is adjacent to a commercial or non-residential use.

Staff

- This was included as a way mitigate potential impacts from EADUs closer to property lines. With graduated height it may be irrelevant as all structures with a second level would be at least 10' from property lines.

Planning Commission

- Agreed with the premise of restricting windows on 2nd floors to address privacy concerns.



13.14.031 C(6) Graduated Height

Existing code language: None in ADU code; would follow graduated height required for all structures (13.14.110 B(2)). “on the property line, 8’ above the ground and then sloping a line...”

Changes (13.14.031 C(6)):

1. Graduated height modified from 8’ above the ground at the property line to 6’ above the ground at the property line for EADUs.

Staff

- Graduated height addressing building height in relation to proximity to property lines. By reducing the graduated height measuring point to 6’, EADUS structures have to move further from the property line than primary structures do.
- Intersection point is calculated by setback + 6’ graduated height.
 - A setback of 5’ with a 6’ graduated height results in an intersection point of 11’, which is a single level.
 - To accomplish 18’ of wall height needed for two levels of living, a structure would have to have a 12’ setback.

Planning Commission

- Proposed reducing the graduated height for EADUs to 6’ instead of 8’ to ensure taller structures are moved further from property lines.



13.14.031 C(9) Conversion of Existing Acc. Buildings

Existing code language: no existing language specifically addressing conversion of existing buildings.

Changes (13.14.031 C(9)):

1. Meet design standards
2. No adding windows/doors in side/rear setbacks; mitigate existing with landscaping and other shielding.
3. Conditional Use Permit if over the permitted footprint size.
4. Landscaping, shielding, other mitigation if the setbacks are smaller than standards
5. Second level cannot be added or converted to living space.
6. Additions have to comply with setback and height requirements.

Staff

- Proposed language was based on each of the standards and how they would apply specifically to existing accessory structures.
- Language regarding second level was added after Planning Commission expressed restricting EADUs to a single living level.
- Building construction issues/safety would be addressed at building permit level.
- Option: make conversion of existing a conditional use permit.

Planning Commission

- The Planning Commission did not think that standards for accessory buildings could adequately mitigate potential privacy impacts to neighboring properties and did not want to allow the conversion of existing accessory buildings.



PLANNING COMMISSION DISCUSSION SUMMARY



Planning Commission Discussion Summary

A copy of proposed text changes was sent to all Planning Commissioners after the first meeting and public hearing. Each Commissioner sent their thoughts/notes on the proposed changes.

Main discussion points were:

- Potential parking impacts if only 1 additional space was required.
- Lot size
- Owner occupancy
- Height/visual impact on neighboring properties
- Noise impacts
- Family relationship to owner
- Conversion of existing accessory buildings to an accessory dwelling unit has too many unknowns. Unsure of how to address structures that would not conform to the new standards for ADUs being proposed.

The comments from Commissioners Fonte, Gong, and Berndt are attached.

Commissioner Cunningham emailed a comment regarding family relationships, wanting to limit the definition of blood relationship to only be immediate family.

Emailed comments were not received from Commissioners Roach, Prince, or Vilchinsky.



SUMMARY OF PUBLIC COMMENTS

All public comments received are attached for review



Public Comments Summary

Comments in support of proposed changes were aware of and supporting the intent of goal of reducing impacts on neighboring properties.

Multiple comments were supportive of allowing for converting existing accessory structures, stating that converting single level or below ground units that may already be used for various activities like office space or part-time/overflow living space could have full-time living use offset with additional screening. One comment pointed out that conversion of existing buildings is a sustainability practice and usually results in upgrades to a structure.

Several individuals were supportive of allowing EADUs on smaller lots so all residents had the opportunity to build an accessory unit in a way that worked for their individual circumstances.

Staff has consulted with multiple residents seeking to add an apartment over a detached garage, a cost effective way to build a detached garage. Many are unable to make it work with a 20' height limit. Single level limitations could also impact this sought after design.

Comments opposing changes to the existing ADU code refuted that the city needed to allow external/detached accessory units at all, with significant data referenced. Utility impacts , height, setbacks, and minimum lot size are the primary concerns.





From: Dan Kemp
Sent: Monday, December 18, 2023 2:15 PM
To: Carrie Marsh <cmarsh@cityofholladay.com>
Subject: ADU Text Amendment - comments for the planning commission meeting on Dec 19th

[External Email - Use Caution]

Hi Carrie,

Sorry I am getting this to you towards the deadline. I meant to do it earlier. I just sent an email to my neighbors as well so hopefully they will send something in too. I have added my comments below.

Dear Planning Commission,

I very much support the ADU zoning text changes. As a Holladay resident and an owner of an existing ADU that cannot currently be utilized to increase affordable housing under the current zoning restrictions, I am very happy to see the proposed changes - especially the removal of the lot size restrictions. I feel strongly that ADUs add so much flexibility to the homeowner as well as the city. They can be done tastefully, and in many cases are almost invisible (like mine, since it is underneath my garage). ADUs maintain the neighborhood feel and aesthetic, all the while bringing affordable housing to the city. Our ADU is even walkable to bus stops, the Holladay village center and city parks, which helps bring about a home city feel as well to any new resident. The requirement for the owner to live in the main structure also provides an additional layer of oversight and ensures the property will be well maintained and taken care of. I urge you to please approve these changes and send them to the City Council for consideration and possible acceptance into zoning regulations.

Respectfully,
Dan Kemp
4437 S. Butternut Rd.

19 December 2023

Holladay Planning Commission
City of Holladay
4580 S 2300 E
Holladay, UT 84112
Submitted via email to cmarsh@cityofholladay.com

Planning Commission:

This letter is written in regard to the proposed modifications to the Accessory Dwelling Unit (ADU) policy, §13.14.031, to be considered at your public hearing on 19 Dec 2023.

The short version of my comments is that (a) the consideration of modifications to recently implemented policies is premature, and (b) the blanket approval of EADUs throughout Holladay is unnecessarily permissive and becomes a backdoor conversion of all R1 zones to R2.

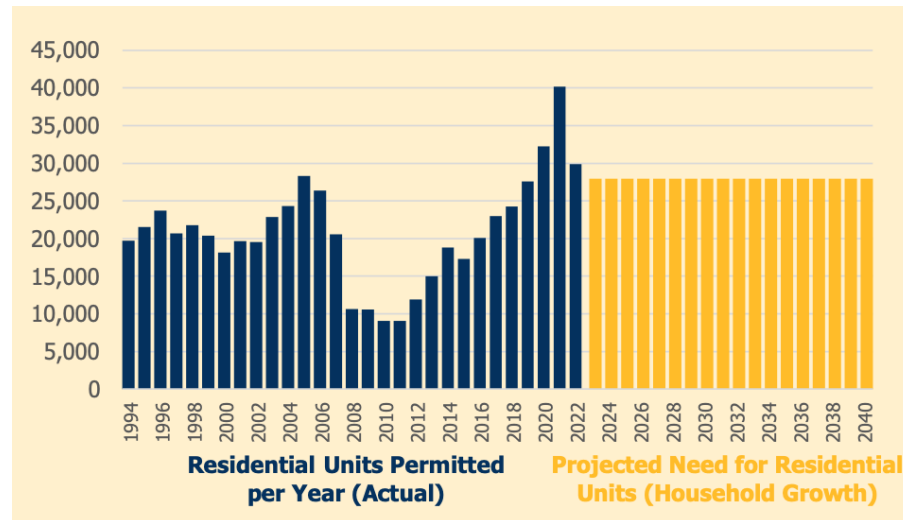
Background

As all of you are undoubtedly aware, the Salt Lake Valley is experiencing considerable challenges in the pricing of housing at the moment. Before diving into any policy discussions, I acknowledge that this problem exists. Our family likely would not be able to afford to move to Holladay at today's prices, and the impact of this market status is certainly not lost on me. We also likely would not have moved to our neighborhood at all if our five abutting neighbors' properties all had EADUs, six feet from our fence, overlooking our back yard, however.

I have considerable concerns that we (collectively in Utah) are addressing this short-term pricing problem with long-term changes to both City policy and property entitlements. The doom-and-gloom PR campaign from the development community has obviously been that we are short on housing supply and that the population of Utah—Holladay included—will skyrocket in the coming decades. However, these [projections](#) are based on incredibly aggressive mathematical models that are often more appropriate to areas with developable green fields. Indeed, the projections for Salt Lake County, in particular, have been woefully overestimated for many years and do not match reality. Recent demographic trends, including [tanking birth rates](#), have only recently been adjusted in these models, and they still do not forecast the inevitable downward trend in this metric that has been observed both in Utah and nationally for many years. Furthermore, Holladay has already kept pace with—or even exceeded—its “share” of the growth in households predicted by these models. This aspect likely surprises many of you and our residents, but even modest growth in a small town can yield a housing-unit growth rate that exceeds County trends. With Holladay Hills and, subsequently, Holladay Crossroads coming online in the near future, Holladay is hardly lacking in housing growth. If we are going to approve such large developments in key, targeted areas, some sense of “protection” of surrounding residential areas is the social bargain attached to these approvals.

A recent [state audit](#) has added fuel to this fire, concluding that state-level policies must be enacted in order to accelerate homebuilding, and this document will likely be the justification used in the upcoming session for aggressive legislation. (The fact that this audit was overseen by a committee

composed of six legislators—half of whom are residential developers—should, of course, cause such a report to be viewed with at least a healthy degree of skepticism.) Much of this type of analysis is fueling changes to local housing policies, such as one you are currently considering. This audit exhibits two key flaws, and they are the same aspects that should be considered in our own housing policies. First, they are based on the same (overly) aggressive Gardner Center estimates that have historically been proven to be inappropriate for policy-making, particularly for Salt Lake County. Second, the audit's conclusions are inconsistent with its own data! Most poignantly, state-mandated changes in local housing policy in the last ≈ 5 years have led to homebuilding that *already outpaces* the predicted need in building expansion to meet growth through 2040:



We were already building at this pace prior to the 2008 housing crash, and recently instituted changes have already led to sufficient supply growth to satisfy the forecasted need (even when this need is, strangely, evenly apportioned over the next 17 years).

My point in discussing all of this state-level background information is that the changes instituted in recent years—choosing from the state-mandated “menu”, allowing internal ADUs, etc—has already met the forecasted need, even if we believe these forecasts. Pushing for additional housing-policy changes at this point is both premature and inconsistent with housing-stock data.

Policy Considerations

When our existing ADU policies were implemented in late 2021, considerable good policy-making took place at the time. The Planning Commission and the City Council carefully weighed these policies' impact on both the housing market and existing neighborhoods. Details like the half-acre (or double-the-zone) restrictions were policy-making compromises intended to weigh these competing interests.

Considering additional changes at this point discards these only-two-year-old policy considerations, with, to my knowledge, essentially zero evidence of a need for additional changes. We have not yet had a chance to see the full ramifications—good or bad—of these existing ADU policies, and we are already intending to change them? Why? What evidence do we have that (a) homeowners are clamoring to build EADUs but are hampered by the existing policy and/or (b) the existing policies' weighing of these competing interests was somehow incorrect?

The elephant in the room, of course, is that the State may make these changes for us anyway. They may, for example, eliminate all single-family zoning in the coming session, and I appreciate that many in the Planning community would welcome such a change. But until these changes happen or are forced upon municipalities, my recommendation is to base our own local policy-making on real data and respect the careful consideration that led to our existing policies.

Impact

Put simply, although the development community has carefully advertised ADUs as “cute little in-law cottages,” the proposed changes to Holladay’s Code are a *de facto* conversion of all of our R1 zones to (perhaps deed-restricted) R2 zones. Any residential lot in Holladay could now support two homes. From a housing-supply standpoint, such a change would obviously move the proverbial needle in the right direction. But we must also consider the impact of these changes on roads, utilities, city services, and, perhaps most importantly, existing neighborhoods and Holladay’s citizens. The current policy of allowing EADUs only on ≥ 0.5 -acre lots (or lots that are $\geq 2x$ the zone requirement) balances these interests and places such additional structures only in areas that can likely accommodate their impact. Relaxing these guardrails, particularly with no obvious justification for doing so, carries considerable and direct impact to neighboring properties.

As a tangible, personal example, our own R-1-10 lot abuts the rear yards of five neighboring properties. Each of these properties, under the proposed policy, could accommodate an external ADU...20+ feet tall...sitting 6 feet from our fence line. Rather than viewing a quiet panorama of mature trees, as we do now, we would be staring at the surrounding façades of two-story homes overlooking our modest back yard. (Yes, I realize that the NIMBY epithet applies here, but if we can’t advocate for property rights, why do we have zoning at all?) These changes would negatively impact our privacy and the health of our gardens and trees, necessarily add noise to the neighborhood, require substantive changes to existing utilities (even if they manage to avoid rights-of-way), add considerable impervious coverage that would likely drain into our yard (due to both the dwelling and the added driveways to access them), add traffic, add usage of domestic sewer lines, etc, and more generally, change the neighborhood density in which we originally bought our home. I have lived in cities with ADUs-by-right throughout the city, and, quite frankly, it was a mess.

Such changes also work against existing policy in Holladay’s own Code. In §13.14.070, for example, we describe our approach to consideration of building height:

In particular, height limitations provide some view protection, light, shadow, air movement, and also contribute directly to physical and psychological well being. The use of overall height limitations proportional to the lot sizes, and of a graduated height envelope, is intended to keep the massing of structures away from the property line, lessening the impact of new homes on abutting lots while allowing for and encouraging architectural interest.

Allowing entirely new, two- (or even three-) story homes in sub-half-acre lots, a mere 4-6 feet from the property line, is a *prima facie* case of not “lessening the impact of new homes on abutting lots”.

In Planning meetings, we often criticize homebuyers—perhaps justifiably—for not examining the zoning maps or even the map of contemplated future land uses. Many of the complaints that you must grin-and-bear during these meetings stem from a lack of understanding (or viewing) of these maps. But the present policy change is a case that flies directly against these notions. We are seeking to

permanently alter the R1 zones. We are seeking to tacitly change both the Existing and Future Land Use maps without ever going through the process of updating our General Plan. We are legislatively circumventing changes to these maps without going through the proper process for such changes, which puts the City of Holladay at risk for legal action.

Aspects I Like

The continued requirement of an annual license is a good component of our existing policy, and I am glad to see it stay. It is essentially our only enforcement/oversight mechanism for these units.

The parking-space requirement is good to keep (at minimum...see below). Any shift to not requiring it would, practically, only place the cars on streets, which has both maintenance and safety implications.

The continued requirement of owner occupancy is good to see, but the proposed language needs some important clarifications. In particular, it merely states “owner occupancy required”. Does this requirement apply to the primary structure, the EADU, or both/either? The previous language referred to the owner “living onsite”, but the current version is unclear.

The limit to existing lot coverage restrictions is particularly welcomed. This aspect will likely be the key attribute that mitigates some of the worst of the encroachment on existing lots. However, I will note that, in the proposed policy, a prototypical third-acre lot could still accommodate two homes with 2,250-square-foot footprints each (with up to 46% of the lot as impervious coverage). By allowing EADUs in all residential zones, this change would be an enormous shift to both policy and residential life in Holladay. (*Important note for clarification: The table in §13.14.110 also limits the allowed square footage of an accessory structure. The proposed new language only refers to *setbacks* and *maximum height* in this table and section. Does the square-footage restriction still apply?)

The restrictions on lighting, particularly lighting that shines on abutting properties, are pragmatic and welcome continuations of the existing policy.

The continued requirement of access to utilities, panels, etc, is a good component. I fought for this aspect in the original IADU policy in 2021, merely for safety reasons. It could become a practical issue to implement for EADUs, however, so some discussion among the Commission may be warranted here.

Proposed Changes

In the interest of tangible feedback, the following changes to the draft language are suggested:

[13.14.031.C.2](#)

Reinstate the language restricting EADUs to half-acre lots or lots with at least double the zone-minimum land area.

[A.4](#)

Clarify the owner-occupancy language, as detailed above.

[C.7.c](#)

Remove the exception for windows “at least 10 feet from the property line”. This clause is too permissive and essentially negates the considerations of having neighbors staring into a backyard. This distance could be (considerably) increased, or this clause could be eliminated altogether (leaving only the remaining window options when facing residential properties).

The exception for windows facing a commercial/non-residential use may require clarification here. Are we referring to *existing* uses or any zone that could support a residential use? And since many of our zones now allow mixed use, what type of contemplated uses apply to this clause? As a practical code-writing matter, we should likely just specify the zones...ideally any that contain personal dwellings as a permitted or conditional use.

C.8.e

We should add that any additions to non-conforming structures must *also* meet the square-footage, coverage, and parking requirements. The current draft only contemplates height and setbacks.

A.5

Personally, I'd love to see the parking requirements be updated to match the rest of the R1 requirements (2 spaces per dwelling unit, §13.80.040.A). Although parking has recently become a dirty word in planning circles (!), this single-space requirement makes for an internally inconsistent policy. If a property owner can add a substantially sized second home on the lot, why are we not requiring the same parking standards for the second home as the first? What happens, for example, when a family living in a regular ol' single-family home ("ADU") has to move their vehicles off of the street to meet Holladay's snow ordinance?

A.9

Unless the permitting process already requires this component, we should add a required statement from the local domestic sewer operator that the added load (so to speak...) can be accommodated by existing sewer lines. Currently, we only have a clause for failing septic tanks.

Similarly, the policy itself (again possibly superseded by other permitting requirements) gives no consideration to the availability of water. Should we require a statement from the assigned water operator? New subdivisions, for example, often require the availability of water; in many respects, we are allowing a new subdivision on top of existing subdivisions in this policy.

A.3

The 30-day rental requirement continues to be an unenforceable, toothless aspect of our code. Although I never want to add to the already-Herculean workload of our Planning Office, some sort of registration of these rentals with the City would add teeth to our policy. I think we all understand that, in practice, many (most?) of these units will simply become short-term rentals that (a) do nothing to add to our housing stock and (b) essentially just spread hotel zones all over the city.

Concluding Thoughts

Overall, I obviously have some concerns about these proposed changes. We agree that additional housing can be a good change, and my own views on this issue have evolved over the years. The pendulum seems to have swung to a degree that the statewide PR campaign has become "any housing is good, consequences be damned." We certainly want people to have a place to live, and I don't disagree with this aspect. But this recent anything-goes mantra is not a good approach to municipal policy-making. Adding external ADUs in any residential zone in Holladay will undoubtedly have considerable impact—I've personally seen it happen—and we should have an open and thoughtful discussion of these impacts. You may ultimately decide that such impacts are tolerable. I don't agree, but I would respect such a decision. We should nonetheless at least have a robust, careful discussion of these impacts; the need (or lack thereof) for additional changes; and a data-driven discussion of our existing

housing inventory and its trends, the impact of our recently enacted policies, and the need/market for the structures contemplated in this new policy. The existing ADU policy has not been in place long enough to know whether it is helping housing supply, and it also has not been around long enough to know whether it is having negative impacts on abutting properties...and we're now already attempting to change it further. My personal recommendation is to pump the proverbial brakes on these changes, assess our existing policies after sufficient time has passed to know their impact, and revisit both the EADU issue and housing at-large at a future date. Such a delay would not be a cop-out, kick-the-can approach but would instead be a pragmatic, measured assessment of housing and housing policy in Holladay...exactly the type of planning that you all are so good at doing!

Thank you –

A handwritten signature in black ink, appearing to read 'R. Steele', with a stylized, cursive script.

Ryan P. Steele

4876 South Colony Dr.
Holladay, UT 84117
ryan.patrick.steele@gmail.com

Carrie Marsh

From: Dan Kemp
Sent: Tuesday, January 23, 2024 4:22 PM
To: Carrie Marsh
Subject: RE: ADU text change

[External Email - Use Caution]

Melanie's statement is included below.

I support and am in favor of the ADU text changes. They are a welcome change and make it possible for the city to increase affordable housing in a smart and efficient way.

Melanie Kemp
4437 Butternut Rd
Holladay

Carrie Marsh

From: Dan Kemp
Sent: Monday, January 29, 2024 4:04 PM
To: Carrie Marsh
Subject: statement for next Planning Commission meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Planning Commission,

I applaud your efforts to make it easier for homeowners to have more flexibility to have an ADU for rent on their property. It also helps the city achieve its goals of providing more affordable housing with minimal change to the look and feel of the city.

However, I am disappointed that you are not sure about the text language that was proposed by the city at the last meeting. I feel like that was an excellent compromise, both providing for existing ADUs and future ADUs without insurmountable difficult restrictions, but still requiring several protections for unwanted scenarios. As you are aware from my past R2 rezone proposal, my property at 4437 S Butternut Rd has an existing ADU that I am unable to rent because of current existing Holladay code. Any restrictions to size of lot or other setback restrictions that were contemplated by your committee at the last meeting would STILL mean that I am unable to use it in that way! Our ADU is practically invisible to the city in that it maintains the look and feel of the neighborhood (whether it is close or not to the side of the property, or any other criteria). There would literally be NO difference or impact to the surrounding neighborhood whether I had a renter in my basement or in the ADU. None whatsoever. But alas, I cannot use it in the same manner. The text changes that were proposed last week would have finally allowed its use. I strongly recommend and urge you to allow them to go through as written and let the city council vote on them.

Any additional code restrictions your committee places on existing ADUs based on fears - the "what ifs" or other crazy imagined ideas that could happen if the changes are implemented - are not based in fact, and only serve to cause the code to be written in a way that is just too restrictive. If there is a worry or fear of some oddball existing structure being converted into an ADU that the city does not want, rather than trying to write in additional restrictions to cover the "what if", I would propose instead that you add a line, that if the current structure is not ALREADY an operable dwelling unit, that any changes to an existing structure go before the city for approval. This would remove all of the "what if someone wants to make a shed an appartement" type of worry and would require each possible structure to be scrutinized and approved individually, which is really

what you would want. This is much better than just making a blanket restriction to existing structures that in the end keep them ALL from being utilized as an ADU. For example, if existing or future ADUs were required to not have a door opening to the neighboring property, this may seem like a good idea - but take my ADU as a case study. The door is 10' below ground level and accessed by a stairway. It is neither visible from the road or from the neighbor's property (which also has a 6' fence). But a blanket statement like no doors on that side makes it unusable. That is just an example of how random restrictions can actually just complicate something for no reason. When the city planners were tasked with making text changes to the ADU code, they took a lot of things into consideration while still making it possible to actually have an ADU. I was impressed with the changes - how they allowed for the usage of structures such as mine, while still adding protections and limits to realize the city's ultimate goals and desires. The additional revisions that the Planning Commission contemplated at the last meeting are just too restrictive and actually make it impossible to really have an ADU. If that is the intent, then I guess it's par for the course in what I have been experiencing trying to use my property how I want, but if that is not the intent, then I would plead that you accept the text changes as proposed. If there is a concern (which there seems to have been) about the conversion of existing structures, then just put that concern into code as well by requiring that any construction changes to an existing structure (that is not already an operable ADU) be required to be approved before allowing the structure to be modified and utilized as an ADU.

Sincerely,
Dan Kemp
4437 S Butternut Rd, Holladay

Carrie Marsh

From: Dan Kemp
Sent: Tuesday, January 30, 2024 6:34 PM
To: Carrie Marsh
Subject: Melanie Kemp - statement

Follow Up Flag: Follow up
Flag Status: Flagged

[External Email - Use Caution]

Hi Carrie,

Here is Melanie's statement for the meeting next week.

Dear Planning Commission,

I would like to write in support of the ADU text change that was submitted to the Planning Commission for vote. As an owner of an existing ADU, I would like to have the flexibility to rent it someday. The current code does not allow me to do that, however, the text changes submitted that you are voting on, if accepted to include the pre-existing ADU language, would finally allow me to do so.

Please consider allowing current ADUs to be able to be utilized and approve the changes for the City Council to vote on. It has been frustrating to be so constrained by current city code that I can't rent it. It is exactly the type of ADU that the City of Holladay would like. The ADU ordinance created in 2021 was implemented to encourage ADU usage, however, the actual increase in the use of ADUs has been extremely limited due to the restrictions in the city code.

I feel like the city planners have researched the code that was too restrictive and found a compromise that allows more flexibility while still maintaining control. If you were to look at the ADU on my property, I am confident that you would feel comfortable with it meeting the intent and design of the ADU ordinance. However, the only way for it to be utilized as such is for you to allow the text change to allow current and existing ADUs to be utilized as such. So again, I would like to urge you to move forward with the change and allow the City Council a chance to vote on it.

Sincerely,
Melanie Kemp
4437 S Butternut Rd, Holladay

Carrie Marsh

From: Brad Millis
Sent: Monday, February 5, 2024 10:34 AM
To: Carrie Marsh
Subject: Planning Commission Discussion on ADU Code
Attachments: Planning Commision Meeting Notes - 1-23-24 - Page 8.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

[External Email - Use Caution]

Hi Carrie,

My name is Brad Millis. I stopped by the Holladay City Hall last week and briefly talked with you about requesting a change and clarification to the definition of "Owner Occupancy" within the recently proposed changes to the ADU code. My wife, Aimee, and I support the recently proposed changes to the ADU code. We would also like the city to allow the requirement of owner occupancy, in order to rent out an ADU, to also be satisfied if the property owner lives within 200 feet of their ADU located on a different parcel other than their primary residence. We have a unique situation at our primary residence where this would apply. Our primary residence is on a 0.46 acre parcel, which is large enough to subdivide into two parcels. Our plan is to subdivide our lot into two separate parcels and build a home with an ADU on each. We will live in one of the homes and will rent out the ADU on our parcel and the home on the second parcel, but technically could not rent the second ADU because we wouldn't meet owner occupancy requirements. The intent of owner occupancy would be met for both parcels if we lived on one of the parcels because we would be onsite to manage the properties. To also ensure that the intent of owner occupancy is met, only a small distance of 200 feet would be allowed between the property owner's primary residence and their ADU on a different parcel. This would limit the use of this scenario to only individuals in a similar situation where they own a property next door to their primary residence.

I have attached a copy of the city's recently proposed changes to the ADU code, Section 13.14.031, and have added our suggestion in blue text. I included two options for our suggestion that follow similar wording and format as what's found in Section 13.14.031. If you see any opportunities to word my suggestions better then we are definitely open to that. Please let me know if you need anything else from me in order to bring this up at the planning commission meeting tomorrow which we plan on attending.

Thanks,

Brad Millis and Aimee Mojzisk

3090 E 4430 S

Holladay, UT 84124

Carrie Marsh

From: Thomas Bath <thomas@parallellines.com>
Sent: Monday, February 5, 2024 12:37 PM
To: Carrie Marsh
Cc: Lorraine El-Deiry; Chris El-Deiry; Natalie El-Deiry
Subject: Letter in Support of ADUs
Attachments: EL-DEIRY_20240205_PROPOSED CHANGES - accessory zoning code.pdf; PARALLEL LINES_20240205_letter of support of zoning changes.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

[External Email - Use Caution]

Dear Carrie,

Thank you so much for taking the time to talk with me on Wednesday, January 24th at the Holladay City Planning Department offices regarding the project I'm working on for the El-Deiry Family at 4884 S Cottonwood Lane.

CC-ed herein is the El-Deiry Family.... (partners Natalie and Chris, as well as Chris' mother, Lorraine).

I appreciate you taking the time to go through the possibilities associated with constructing an accessory structure in their Rear Yard. As well as the current happenings regarding the proposed changes to the Zoning Code language. I've attached those proposed changes herein so that the El-Deiry Family can also read through these proposed changes.

Also, please find attached my letter of support of the proposed modifications to the Zoning Code.

Please keep us apprised of how this effort is going, and if there's anything we can do to be more supportive of your proposed revisions.

Respectfully,

//

Thomas Oakley Bath, Principal Architect
801-441-2203 | parallellines.com

PARALLE // LINES

Carrie Marsh

From: jose estrada
Sent: Tuesday, February 6, 2024 4:23 PM
To: Carrie Marsh
Subject: Re: Accessory Dwelling Units; Building Permits

[External Email - Use Caution]

Hey Carrie,

Sorry for the last minute info. I've been pretty busy today and forgot to look into this more. I put some thoughts on paper last night like super late so sorry if it's rambling or doesn't make too much sense but here are some of my thoughts. I will try and head over to be at the meeting in a moment here as well.

I was fortunate to have grown up in Holladay. I have lived here for 25 years and have seen this place grow, be developed and improve. I've lived in everything from multiple acres, to sub 1000 square foot apartments. What I can say is that what makes Holladay, isn't just the area but the people.

Sure it was nice to grow up on 3 acres with a 27 acre lot next door. But you know what was more fun, being surrounded by my friends and gaining more and more of those friends with time.

You know what sucks, having to see dear family members leave because they have no way to stay in the area. The costs of everything have literally outpaced them. They are forced to sell and move west, or an into 55+ communities. These people have long been members of the community, they've built substantial equity in their homes but unless they sell them they are never able to exercise that value. I would much rather see these members stay in their homes. These changes allow them to offset some of the costs of inflation by renting out a portion of their home, or maybe tapping into their equity to build an ADU on a part of their land that allows them to either age in comfort or allow someone else to enjoy the beauty of Holladay.

I think change can be scary, it can also be good and after all change is inevitable. This will happen, I'd rather be ahead of something and adequately plan for it, than to be behind and trying to catch up. Have you ever shown up late to an exam and had to scramble through it just to make sure you finish on time? Not fun.

As I said before, Holladay is about the people. It's hard for me to see that going away. There are more and more gates and fences than ever before. Which is great, I'm all for protection of your home and family. You have to admit though, that's not the Holladay you grew up with.

I can see your concerns about density problems that could arise from developers or like minded individuals taking advantage of these changes. But also remember, it's Holladay. That means \$\$\$ so there is going to be self regulation of that just due to cost of acquisition.

I think the people this will impact the most are those who would love to stay here but have gotten to the end of their hard working careers but never killed it in business nor have a fat retirement or pension. Those who have been here long enough to have built up equity in their home but don't have the means to just dump money like it doesn't matter. You'll obviously have some of those.

For the most part I think you'll have people like my parents and many of my friends parents who have worked regular jobs for decades all in hopes of being able to leave something behind for their kids or family. Yet at the end of the day they are finding themselves having to say goodbye, just to sell their home to the next up and coming executive who is going to tear down their house and build some over sized white painted home that barely fits on the lot.

These changes would help others like my parents who want to stay here but due to illness or something else in life have to make the tough choice to sell. My dad is in that spot right now, he was diagnosed with Parkinsons a few years back. He knows he has the next 2-3 years to figure something out before he too has to make the choice to sell and find somewhere else to go.

I'd love to see someone like that have the ability to instead be able to build an ADU on their sizable lot (.43 acres) and either rent that out to help them live the rest of their days in peace. Or build something single level where he can age safely in a small home designed with his future in mind and be able to rent out his house.

You might think this is the opposite of affordable housing, but it's not. It's giving a member of the community the ability to live in that community affordably. He just happens to be the subject member. Not only that but that opens up the ability for another family to live and experience what Holladay has to offer. A family like my own or that of many of my friends who have also been priced out of the area.

I'm a mortgage broker, so by trade I see housing costs and living expenses each day. It's a whole different world out there now, even comparing it back just a few years.

Today the average median income in Salt Lake County is right around \$106k. Guess how much someone making that can qualify for on a purchase....

If they have no debts about \$425k and that's almost half their GROSS income.

But that's not realistic, people have cars, credit cards etc. So you're really more realistically looking at \$375k-\$400k. Guess how many single family houses(townhomes included) there are in Salt lake valley \$375k and under? 24...

Only two of those are east of 7th east, barely. Guess how big they are, 775 square feet and 828 square feet. Even bumping it up to \$425k there's only 44 in the whole county. Adds one more east of 7th. Again one street east of 7th, at a whopping 970 feet. Hell at that point I'd rather pay my parents mortgage and have them move into an ADU that suits them more they build on the back half of their property.

I would love to see setbacks on single level units be reduced from 25 to 10 feet. If you have multi-level units, restrict to current building code of 25 feet setbacks.

You can also set in place strict regulations to prove owner occupied as you do with Fannie Mae guidelines. You the owner have to live in the house to be able to be approved for building or conversion of units. This would help deter some building on departed residences.

Obviously this would also bring to pass interest in purchasing lots that are .25+ for the sole purpose of building an accessory unit on the property to bring up values and flip. You could have additional guidelines for seasoning, say 12-24 months of owning and living in the home as a primary residence.

You could go as far as having to prove primary residency in the form of tax returns, etc. This would help eliminate developers and flippers from such transactions as you'd be able to see based off of the tax returns what is truly their primary residence vs what is a rental unit.

Now as for numbers, the following is based off of the 2021 census(most recent I could find)

We in Holladay have 12,644 housing units

Of those 11,846 are occupied

Of those only 9,321 are owner occupied

So about 21% of our current Housing Units are Rentals

Out of those 12,644 units, only 3118 are between .25-.49 do only about 24% of the current houses are even impacted.

Citizen Name: Celeste Henrickson

Citizen Address: 6405 S Rain Crest Ct.

Citizen Email Address: celestenicole@jotmail.com

Citizen Phone Number: 5206844455

Council District: District 5 - Gray

Request Type: Building Permit

Description: I would like to voice my support of the Holladay proposal to lower restrictions on ADU's. It related to letting people build ADUs on less than .50 acres and proposal to turn existing structures into ADU's. Helping people find and provide affordable housing is a huge help to Utah citizens. Also, I support the opportunity to turn yard space not used into small dwellings. We need to reduce our footprints!

Commissioner Comments on Proposed ADU Text Amendments

Commissioner Berndt: Comments/Suggestions Highlighted in text

1 **13.14.031: ACCESSORY DWELLING UNITS:**

2 Accessory Dwelling Units are meant to assist in the creation of new housing units; support a
3 more efficient use of existing housing stock and infrastructure; and provide housing that
4 responds to changing family needs, smaller households, and increasing housing costs within
5 the City and not a response to supplemental income or vacation rental opportunities.

6 Existing or new construction of Accessory Dwelling Units are permitted in all single-family
7 residential zones (R-1, FR-1, FR-2.5, FR-20) when the following standards are met. In addition
8 to applicable remedies for correction of non-compliance set forth in [Chapter 13.94](#) of this Title,
9 pursuant to Utah Code Ann. § 10-9a-530(5), the City may hold a lien against any property in
10 violation of any provision of this Title relating to the creation and/or maintenance of an
11 Internal Accessory Dwelling Unit. The City shall follow the provisions of Utah Code Ann. § 10-
12 9a-530(5) in the creation and filing of any lien.

13 A. Accessory Dwelling Unit as defined in section [13.04.040](#), shall:

14 1. Comply with applicable building, health, and fire codes.

15 2. Be subject to approval of a Building Permit (section [13.08.100](#)) and issuance of a
16 Certificate of Occupancy (sections [13.04.050](#), [13.01.060](#)).

17 3. If rented, be rented for a minimum of thirty (30) consecutive days ~~with the property~~
18 ~~owner living onsite~~. A rented ADU is subject to annual approval of a License (section [5.68.020](#)).
19 The licensing fee can be found in the Consolidated Fee Schedule.

20 4. Owner occupancy required, with "owner occupant" defined as the following:

21 1. An individual who is listed on a recorded deed as an owner of the property;

22 2. Any person who is related by blood, marriage, or adoption to an individual who is
23 listed on recorded deed as an owner of the property; or

24 3. An individual who is a trustor of a family trust who possesses legal ownership of the
25 property

26 ~~5.4.~~ Provide one additional onsite parking stall above the minimum required set forth in
27 section [13.80.040](#); and replace any parking spaces displaced by the construction of an ADU
28 from a garage or carport. ~~If an accessory dwelling unit is being added outside of the existing~~
29 ~~footprint of the home, onsite parking must meet the minimums required in section 13.80.040,~~
30 ~~determined by the number of bedrooms in the accessory dwelling unit.~~

31 ~~6.5.~~ Maintain the same address as the primary dwelling with the addition of "Unit B".

32 ~~7.6.~~ Be designed in a manner that is compatible with the neighborhood residential
33 vernacular.

34 ~~8.7.~~ Not operate on separate utility meters from the primary dwelling. The ADU tenant shall
35 have unobstructed access to utility connections, i.e. water and gas shutoff, electrical panel and
36 HVAC equipment, etc.

37 ~~9.8.~~ ADU shall not be permitted on a property with a failing septic tank.

38 B. Internal Accessory Dwelling Unit as defined in section [13.04.040](#), shall:

- 39 1. Comply with all provisions set forth in section [13.14.031](#) A of this chapter.
- 40 2. Provide egress window(s) for existing and new construction which meet minimum size
- 41 standards as per [Chapter 15.08](#) Building Codes.

42 C. External Accessory Dwelling Unit, as defined in section [13.04.040](#), shall:

- 43 1. Comply with all provisions set forth in section [13.14.031](#) A of this chapter.
- 44 2. Be located on a lot of record measuring ~~either: a) twice the minimum lot size of the~~
- 45 ~~underlying zone; or, b) a minimum of one-half acre (21,780 square feet) or larger. 10,000~~
- 46 ~~square feet or larger.~~
- 47 3. Provide a footprint size of a minimum of two hundred (200) square feet and maximum
- 48 footprint as per [Chart 13.14.101](#).
- 49 4. Comply with setbacks as per section [13.14.110](#), [chart 13.14.101](#). Additionally, the rear
- 50 yard setbacks on any detached ADUs are a minimum of ten feet from the property line. For
- 51 detached ADUs, if existing public utility easements (PUEs) are greater than the required
- 52 setback, the minimum setback will be the PUE boundary.
- 53 5. ~~Comply with Maximum Height as per section 13.14.110.~~ Height shall be limited to 12
- 54 feet when located within setbacks for Accessory Buildings. Side and rear yard setbacks will
- 55 increase by 1 foot for each foot of building height over 12 feet. Height may increase to match
- 56 the height for a primary structure when it is located within the setbacks required for a primary
- 57 structure. Accessory dwelling height shall not exceed the height of the primary structure.
- 58 6. ~~Comply with Lot Coverage maximums as per section 13.14.080.~~

59 **7.6.**—Design standards of any EADU shall include the following. These standards are

60 intended to increase privacy and minimize impact to neighboring residents.

- 61 a. Security and/or building lighting shall be "dark sky" compliant, to include the following:
- 62 1. ~~b.~~— Only LED, incandescent light sources in the spectrum of white or off white (light
- 63 yellow tones in the kelvin scale of 5,000k or lower, i.e. warmer).
- 64 2. ~~c.~~— Fixtures shall be mounted in such a manner that the cone of light does not
- 65 cross any property line of the site.
- 66 3. ~~d.~~—Lighting installations shall include timers, dimmers and/or sensors to reduce
- 67 overall energy consumption and eliminate unneeded lighting.
- 68 b. ~~e.~~— Primary and secondary access points including but not limited to doors, windows,
- 69 patios, garage doors, etc. shall not open into a required setback.
- 70 c. ~~Windows on a second level are prohibited on an exterior wall that is adjacent to side or~~
- 71 ~~rear property lines unless the window is clerestory with the bottom of the window at least 6 feet~~
- 72 ~~above the finished floor of the second level, the wall faces an elevation of the principle building,~~
- 73 ~~the window is at least 10 feet from a rear or side property line, or the window faces a side or rear~~
- 74 ~~property line adjacent to a commercial or non-residential use.~~
- 75 d. ~~f.~~—Required setbacks shall be maintained with landscaping which provides a buffer to
- 76 neighboring properties.

77 e. ~~g.~~ Setback shall be increased by a minimum of twenty five percent (25%) based on
78 the setback requirements, see [Chart 13.14.101](#). (Ord. 2021-24, 9-9-2021)

79 8. Conversion of existing accessory buildings, including non-conforming structures, to
80 EADUS is allowed with standards.

81 a. Shall meet all design standards within [13.14.031.C6](#).

82 b. No windows or doors that open into a required setback shall be added to the
83 structure. Existing windows and doors which open into required setbacks shall be
84 relocated if possible, or have their impacts mitigated with landscaping, shielding, non-
85 operable windows, or other mitigation techniques.

86 c. Structures that do not conform to the building footprint sizes shown in [Chart 13.14.101](#)
87 must apply for a conditional use permit for a footprint that exceeds the allowed size.

88 d. Structures that do not conform to setbacks in [Chart 13.14.101](#) shall add landscaping
89 or other buffers to mitigate impacts.

90 e. A second level above 12 feet may not be added or converted to living space when the
91 accessory structure is within setbacks for accessory building.

92 f. Any addition onto existing accessory buildings shall comply with all applicable setback
93 and height requirements.

Commissioner Fonte: Comments/suggestions are underlined in dark red

1 **13.14.031: ACCESSORY DWELLING UNITS:**

2 Accessory Dwelling Units are meant to assist in the creation of new housing units; support a
3 more efficient use of existing housing stock and infrastructure; and provide housing that
4 responds to changing family needs, smaller households, and increasing housing costs within
5 the City and not a response to supplemental income or vacation rental opportunities.

6 Existing or new construction of Accessory Dwelling Units are permitted in all single-family
7 residential zones (R-1, FR-1, FR-2.5, FR-20) when the following standards are met. In addition
8 to applicable remedies for correction of non-compliance set forth in [Chapter 13.94](#) of this Title,
9 pursuant to Utah Code Ann. § 10-9a-530(5), the City may hold a lien against any property in
10 violation of any provision of this Title relating to the creation and/or maintenance of an
11 Internal Accessory Dwelling Unit. The City shall follow the provisions of Utah Code Ann. § 10-
12 9a-530(5) in the creation and filing of any lien.

13 A. Accessory Dwelling Unit as defined in section [13.04.040](#), shall:

14 1. Comply with applicable building, health, and fire codes.

15 2. Be subject to approval of a Building Permit (section [13.08.100](#)) and issuance of a
16 Certificate of Occupancy (sections [13.04.050](#), [13.01.060](#)).

17 3. If rented, be rented for a minimum of thirty (~~180~~30) consecutive days ~~with the property~~
18 ~~owner living onsite~~. A rented ADU is subject to annual approval of a License (section [5.68.020](#)).
19 The licensing fee can be found in the Consolidated Fee Schedule.

20 4. Owner occupancy required, with "owner occupant" defined as the following:

21 1. An individual who is listed on a recorded deed as an owner of the property;

22 2. Any person who is related by blood, marriage, or adoption to an individual who is
23 listed on recorded deed as an owner of the property; or

24 3. An individual who is a trustor of a family trust who possesses legal ownership of the
25 property

26 ~~5.4.~~ Provide one additional onsite parking stall above the minimum required set forth in
27 section [13.80.040](#); and replace any parking spaces displaced by the construction of an ADU
28 from a garage or carport. ~~If an accessory dwelling unit is being added outside of the existing~~
29 ~~footprint of the home, onsite parking must meet the minimums required in section 13.80.040,~~
30 ~~determined by the number of bedrooms in the accessory dwelling unit~~ with no on-street parking
31 allowed.

32 ~~6.5.~~ Maintain the same address as the primary dwelling with the addition of "Unit B".

33 ~~7.6.~~ Be designed in a manner that is compatible with the neighborhood residential
34 vernacular.

35 ~~8.7.~~ Not operate on separate utility meters from the primary dwelling. The ADU tenant shall
36 have unobstructed access to utility connections, i.e. water and gas shutoff, electrical panel and
37 HVAC equipment, etc.

38 ~~9.8.~~ ADU shall not be permitted on a property with a failing septic tank.

B. Internal Accessory Dwelling Unit as defined in section [13.04.040](#), shall:

1. Comply with all provisions set forth in section [13.14.031](#) A of this chapter.

2. Provide egress window(s) for existing and new construction which meet minimum size standards as per [Chapter 15.08](#) Building Codes.

C. External Accessory Dwelling Unit, as defined in section [13.04.040](#), shall:

1. Comply with all provisions set forth in section [13.14.031](#) A of this chapter.

2. Be located on a lot of record measuring ~~either: a) twice the minimum lot size of the underlying zone; or, b) a minimum of one-half acre (21,780 square feet) or larger. 10,000 square feet or larger.~~ Keep the one-half acre requirement.

3. Provide a footprint size of a minimum of two hundred (200) square feet and maximum footprint as per [Chart 13.14.101](#).

4. Comply with setbacks as per section [13.14.110](#), [chart 13.14.101](#).

5. ~~Comply with Maximum Height as per section 13.14.110.~~ Height shall be limited to 12 feet when located within setbacks for Accessory Buildings. Height may increase to match the height for a primary structure when it is located within the setbacks required for a primary structure.

6. ~~Comply with Lot Coverage maximums as per section 13.14.080.~~

7.6.—Design standards of any EADU shall include the following. These standards are intended to increase privacy and minimize impact to neighboring residents.

a. Security and/or building lighting shall be "dark sky" compliant, to include the following:

1. ~~b.—~~ Only LED, incandescent light sources in the spectrum of white or off white (light yellow tones in the kelvin scale of 5,000k or lower, i.e. warmer).

2. ~~c.—~~ Fixtures shall be mounted in such a manner that the cone of light does not cross any property line of the site.

3. ~~d.—~~ Lighting installations shall include timers, dimmers and/or sensors to reduce overall energy consumption and eliminate unneeded lighting.

~~b. e.—~~ Primary and secondary access points including but not limited to doors, windows, patios, garage doors, etc. shall not open into a required setback.

~~c. Windows on a second level are prohibited on an exterior wall that is adjacent to side or rear property lines unless the window is clerestory with the bottom of the window at least 6 feet above the finished floor of the second level, the wall faces an elevation of the principle building, the window is at least 10 feet from a rear or side property line, or the window faces a side or rear property line adjacent to a commercial or non-residential use.~~

~~d. f.—~~ Required setbacks shall be maintained with landscaping which provides a buffer to neighboring properties.

~~e. g.—~~ Setback shall be increased by a minimum of twenty five percent (25%) based on the setback requirements, see [Chart 13.14.101](#). (Ord. 2021-24, 9-9-2021)

76 8. Conversion of existing accessory buildings, including non-conforming structures, to
77 EADUS is allowed with standards.

78 a. Shall meet all design standards within [13.14.031.C6](#).

79 b. No windows or doors that open into a required setback shall be added to the
80 structure. Existing windows and doors which open into required setbacks shall be
81 relocated if possible, or have their impacts mitigated with landscaping, shielding, non-
82 operable windows, or other mitigation techniques.

83 c. Structures that do not conform to the building footprint sizes shown in [Chart 13.14.101](#)
84 must apply for a conditional use permit for a footprint that exceeds the allowed size.

85 d. Structures that do not conform to setbacks in [Chart 13.14.101](#) shall add landscaping
86 or other buffers to mitigate impacts.

87 e. A second level above 12 feet may not be added or converted to living space when the
88 accessory structure is within setbacks for accessory building.

89 f. Any addition onto existing accessory buildings shall comply with all applicable setback
90 and height requirements.

Carrie Marsh

From: Angela Gong
Sent: Monday, February 5, 2024 10:33 PM
To:
Cc:

Subject: Re: ADU Code - Please add comments and send back
Attachments: Gong_ADU Code Amendment_020224 Edit (1).docx

[External Email - Use Caution]

Hi all,

Attached is the revised doc with my comments. I have several comments in the doc, but my biggest thoughts are:

- I agree with Paul that clarifying owner occupancy by changing the phrase "related by blood" to "immediate family" would prevent people from allowing a random person who happens to be their 8th cousin to be the "owner occupant." I have some 3rd and 4th cousins that I'm close to, but I think "related by blood" loses its meaning if you extrapolate out.
- I strongly support the changes in height restrictions. I think it strikes the right balance of allowing for visual privacy while still allowing ADUs to exist.
- I think that the 10,000 sqft lot size should be carefully thought out. **I personally would favor a change to 8000 sq ft.** My reasons are that:
 - The lot coverage requirements are still in place, so I don't see a big difference between covering 35% (for example) of a smaller lot with one large building, or two smaller ones. So having the coverage requirements include the ADU already would prevent someone from building on an unreasonable amount of their yard (or if it doesn't, that might mean that the lot coverage percentages are unreasonably large, and we should reduce them. But that would be a whole other discussion.)
 - With the owner occupancy requirement as we have it, I don't worry about people cramming ADUs into their yards and making life unpleasant--the owner occupant has a strong incentive to also enjoy their life and their yard, and if the ADU depresses instead of enhances their property value, most people won't do it. It wouldn't make sense to jam a crummy ADU on a lot you yourself own--you couldn't sell it later to a multi-family investor (since it would still need to be owner-occupied in the future), and if the ADU makes your own property value fall, that would just not make economic sense. So I'm not worried about people making those choices about their own ADUs.
 - When I think about the people who would most likely want an ADU, they are people like me or people in my neighborhood. I live on a lot slightly smaller than 8000 sqft, which is typical for my neighborhood, although there's a little variation, and it's probably one of the most affordable single-family neighborhoods in Holladay. We just had a new family with a young child move in down the street, and they told me explicitly that they could not have afforded to move to our neighborhood unless they were able to rent the (already existing internal) ADU. These are the people I think of when I imagine who would want to build an ADU, internal or external--people who couldn't quite afford to live in Holladay without one.
 - However, I am fine with setting the lot limit at 10,000sqft and seeing the effects of the changes of the next few years. In the future it's always possible to lower the lot size limits if that seems like a good idea, but very difficult to raise them once they're set low.

I'll miss this meeting, so I'm sorry I won't get to participate in the discussion in person. Thank you all for all the work and thinking you're doing--I truly enjoy being part of this team.

Angela

1 **13.14.031: ACCESSORY DWELLING UNITS:**

2 Accessory Dwelling Units are meant to assist in the creation of new housing units; support a
3 more efficient use of existing housing stock and infrastructure; and provide housing that
4 responds to changing family needs, smaller households, and increasing housing costs within
5 the City and not a response to supplemental income or vacation rental opportunities.

6 Existing or new construction of Accessory Dwelling Units are permitted in all single-family
7 residential zones (R-1, FR-1, FR-2.5, FR-20) when the following standards are met. In addition
8 to applicable remedies for correction of non-compliance set forth in [Chapter 13.94](#) of this Title,
9 pursuant to Utah Code Ann. § 10-9a-530(5), the City may hold a lien against any property in
10 violation of any provision of this Title relating to the creation and/or maintenance of an
11 Internal Accessory Dwelling Unit. The City shall follow the provisions of Utah Code Ann. § 10-
12 9a-530(5) in the creation and filing of any lien.

13 A. Accessory Dwelling Unit as defined in section [13.04.040](#), shall:

14 1. Comply with applicable building, health, and fire codes.

15 2. Be subject to approval of a Building Permit (section [13.08.100](#)) and issuance of a
16 Certificate of Occupancy (sections [13.04.050](#), [13.01.060](#)).

17 3. If rented, be rented for a minimum of thirty (30) consecutive days ~~with the property~~
18 ~~owner living onsite~~. A rented ADU is subject to annual approval of a License (section [5.68.020](#)).
19 The licensing fee can be found in the Consolidated Fee Schedule.

20 4. Owner occupancy required, with "owner occupant" defined as the following:

21 1. An individual who is listed on a recorded deed as an owner of the property;

22 2. Any person who is ~~related by blood, marriage, or adoption to an individual who is~~
23 ~~listed on recorded deed as an owner of the property; or~~

24 3. An individual who is a trustor of a family trust who possesses legal ownership of the
25 property

26 ~~5.4-~~ Provide one additional onsite parking stall above the minimum required set forth in
27 section [13.80.040](#); and replace any parking spaces displaced by the construction of an ADU
28 from a garage or carport. ~~If an accessory dwelling unit is being added outside of the existing~~
29 ~~footprint of the home, onsite parking must meet the minimums required in section 13.80.040,~~
30 ~~determined by the number of bedrooms in the accessory dwelling unit.~~

31 ~~6.5-~~ Maintain the same address as the primary dwelling with the addition of "Unit B".

32 ~~7.6-~~ Be designed in a manner that is compatible with the neighborhood residential
33 vernacular.

34 ~~8.7-~~ Not operate on separate utility meters from the primary dwelling. ~~The ADU tenant shall~~
35 ~~have unobstructed access to utility connections, i.e. water and gas shutoff, electrical panel and~~
36 ~~HVAC equipment, etc.~~

37 ~~9.8-~~ ADU shall not be permitted on a property with a ~~failing septic tank~~.

38 B. Internal Accessory Dwelling Unit as defined in section [13.04.040](#), shall:

Commented [AG1]: I agree with Paul here—"immediate family" would be more clear. I have 3rd and 4th cousins I'm very close to, but would I be allowed to have them fulfill the "owner occupancy" requirement? Under the current wording, it's ambiguous.

Commented [AG2]: I know this shows up a lot in other places too, but I find it not very meaningful, so it mostly becomes a complaint people make but that can't be precisely determined.

Commented [AG3]: To make sure I understand this, this means that if the electrical panel or HVAC are in the main house, they are able to have "unobstructed access" to the main house? Does this mean they can come in whenever they want?

Commented [AG4]: Is this something that's checked before building an ADU? How would one know this?

39 1. Comply with all provisions set forth in section [13.14.031](#) A of this chapter.
40 2. Provide egress window(s) for existing and new construction which meet minimum size
41 standards as per [Chapter 15.08](#) Building Codes.

42 C. External Accessory Dwelling Unit, as defined in section [13.04.040](#), shall:

43 1. Comply with all provisions set forth in section [13.14.031](#) A of this chapter.

44 2. Be located on a lot of record measuring ~~either: a) twice the minimum lot size of the~~
45 ~~underlying zone; or, b) a minimum of one-half acre (21,780 square feet) or larger, 10,000~~
46 ~~square feet or larger.~~

47 3. Provide a footprint size of a minimum of two hundred (200) square feet and maximum
48 footprint as per [Chart 13.14.101](#).

49 4. Comply with setbacks as per section [13.14.110](#), [chart 13.14.101](#).

50 5. ~~Comply with Maximum Height as per section 13.14.110.~~ Height shall be limited to 12
51 feet when located within setbacks for Accessory Buildings. Height may increase to match the
52 height for a primary structure when it is located within the setbacks required for a primary
53 structure.

54 6. ~~Comply with Lot Coverage maximums as per section 13.14.080.~~

55 7.6.—Design standards of any EADU shall include the following. These standards are
56 intended to increase privacy and minimize impact to neighboring residents.

57 a. Security and/or building lighting shall be "dark sky" compliant, to include the following:

58 1. ~~b.—~~ Only LED, incandescent light sources in the spectrum of white or off white (light
59 yellow tones in the kelvin scale of 5,000k or lower, i.e. warmer).

60 2. ~~c.—~~ Fixtures shall be mounted in such a manner that the cone of light does not
61 cross any property line of the site.

62 3. ~~d.—~~ Lighting installations shall include timers, dimmers and/or sensors to reduce
63 overall energy consumption and eliminate unneeded lighting.

64 b. ~~e.—~~ Primary and secondary access points including but not limited to doors, windows,
65 patios, garage doors, etc. shall not open into a required setback.

66 c. ~~Windows on a second level are prohibited on an exterior wall that is adjacent to side or~~
67 ~~rear property lines unless the window is clerestory with the bottom of the window at least 6 feet~~
68 ~~above the finished floor of the second level, the wall faces an elevation of the principle building,~~
69 ~~the window is at least 10 feet from a rear or side property line, or the window faces a side or rear~~
70 ~~property line adjacent to a commercial or non-residential use.~~

71 d. ~~f.—~~ Required setbacks shall be maintained with landscaping ~~which provides a buffer to~~
72 ~~neighboring properties.~~

73 e. ~~g.—~~ Setback shall be increased by a minimum of twenty five percent (25%) based on
74 the setback requirements, see [Chart 13.14.101](#). (Ord. 2021-24, 9-9-2021)

75 8. Conversion of existing accessory buildings, including non-conforming structures, to
76 EADUS is allowed with standards.

Commented [AG5]: I think this is a little too big a requirement. I would strongly favor making it an 8000sqft lot size. This is for two reasons: the people most likely to want an ADU as an additional source of income are likely living on smaller lots in Holladay, and so this allows for more accessibility to building them. I live on a lot that is slightly under 8000 sqft, and if we built a 300-400sqft ADU, this would seem reasonable for my yard. Additionally, the buildings are already subject to the total coverage limits for each lot size, so I think if people have a smaller house than their lot allows, even if their yard is smaller as well, it is reasonable to have an ADU on the lot.

Commented [AG6]: I like this. It's not going to loom over neighbors' yards.

Commented [AG7]: This I also like—it gives privacy while not restricting an ADU to exist at all.

Commented [AG8]: Can we clarify this? Does this mean a visual buffer (e.g. trees, tall bushes) or just a space buffer?

- 77 a. Shall meet all design standards within [13.14.031.C6](#).
- 78 b. No windows or doors that open into a required setback shall be added to the
- 79 structure. Existing windows and doors which open into required setbacks shall be
- 80 relocated if possible, or have their impacts mitigated with landscaping, shielding, non-
- 81 operable windows, or other mitigation techniques.
- 82 c. Structures that do not conform to the building footprint sizes shown in [Chart 13.14.101](#)
- 83 must apply for a conditional use permit for a footprint that exceeds the allowed size.
- 84 d. Structures that do not conform to setbacks in [Chart 13.14.101](#) shall add landscaping
- 85 or other buffers to mitigate impacts.
- 86 e. A second level above 12 feet may not be added or converted to living space when the
- 87 accessory structure is within setbacks for accessory building.
- 88 f. Any addition onto existing accessory buildings shall comply with all applicable setback
- 89 and height requirements.

Commented [AG9]: I think this is good—it doesn't allow conversion of an accessory dwelling unit that is right up against a fence. And this seems reasonable if someone is going to go to the trouble of converting a building that doesn't already have plumbing/HVAC/etc. So random garages that are too close to a property line would need dramatic changes to be allowed, which seems reasonable to me.

Carrie Marsh

From: michael ault <mlault1@yahoo.com>
Sent: Friday, April 5, 2024 9:34 AM
To: Carrie Marsh
Subject: Re: Request for Narrative

[External Email - Use Caution]

Carrie,

We are asking for a PO zone as we would like to remodel the current office building so that we could have a residence and apartment on the upstairs level and professional offices on the other lower levels.. We have chosen the PO zoning rather than the C2 zoning as we understand that the neighborhood would prefer a PO zone and they are all adamantly against a C2 zone. Either zone seems to meet what we are trying to do, but we are trying to be understanding to our neighbors and make it work for them and us.

Thank you,

Michael & Cheryl Ault

[Sent from Yahoo Mail for iPhone](#)

On Friday, April 5, 2024, 9:21 AM, Carrie Marsh <cmarsh@holladayut.gov> wrote:

Hello Mr. Ault,

The City Council is planning on holding the public hearing for your application on Thursday, April 11th at 6 pm. I need to send an updated narrative from you to them today. If you could send me a brief narrative before noon today, I will get that over to the City Recorder to include in the packet.

I'll also send the staff report over to you later today with some basic details of the process for City Council.



City of Holladay

Carrie Marsh

City Planner

Phone: 801-527-3890

Web: <http://www.cityofholladay.com>

Email: cmarsh@cityofholladay.com





GENERAL LAND USE/DEVELOPMENT APPLICATION

Name of Proposed Project:	HIGHLAND DRIVE REZONE
Address of Project:	6375 S. HIGHLAND DR.

TYPE OF REQUEST: (mark all that apply)	
ADMINISTRATIVE PROCEDURES APPLY (ORD. 13.08)	LEGISLATIVE PROCEDURES APPLY (ORD. 13.07)
<input type="checkbox"/> SITE PLAN <input type="checkbox"/> PERMITTED of <input type="checkbox"/> CONDITIONAL	<input checked="" type="checkbox"/> REZONE of PROPERTY
<input type="checkbox"/> SUBDIVISION PLAT	<input type="checkbox"/> GENERAL PLAN AMENDMENT
<input type="checkbox"/> CONDOMINIUM PLAT	<input type="checkbox"/> CODE AMENDMENT
<input type="checkbox"/> CONDITIONAL USE PERMIT	<input type="checkbox"/> PUBLIC STREET: NAME CHANGE, VACATION / CLOSURE or DESIGNATION
<input type="checkbox"/> SPECIAL EXCEPTION	<input type="checkbox"/> HISTORIC SITE DESIGNATION
<input type="checkbox"/> NON-CONFORMING USE DECLARATION	<input type="checkbox"/> DEVELOPMENT AGREEMENT AMENDMENT
<input type="checkbox"/> OTHER:	<input type="checkbox"/> ANNEXATION

Applicant Name: (Please Print)	Property Owners Name: (Please Print) **ATTACH SIGNED "OWNER AFFIDAVIT"***
MICHAEL AULT	
Applicant's Mailing:	
Address: 3340 S. 300 W. #7	City: SLC State: UT Zip: 84115
Applicant Phone:	Applicant's Email Address:
801 712-5551	MLAULT1@YAHOO.COM
Main Contact Person (Please Print):	
Name: MICHAEL AULT	Phone: email:
Brief summary of proposal / request:	

FILING FEES: (ORD 3.35)		OFFICE USE ONLY
<input type="checkbox"/> SITE PLAN REVIEW	\$600.00	FILE NUMBER _____
<input type="checkbox"/> SITE PLAN AMENDMENT	\$250.00	PARCEL NUMBER _____
<input type="checkbox"/> SUBDIVISION: Final = 6% of the cost of improvements)	\$2,000.00 + \$100.00/lot	GENERAL PLAN: _____
<input type="checkbox"/> CONDOMINIUM	\$1,000.00 + \$100.00/unit	ZONE: _____ ACREAGE: _____
<input type="checkbox"/> CONDITIONAL USE PERMIT - COMMERCIAL	\$1,000.00 + \$35.00/acre	PC ACTION: _____ DATE: _____
<input type="checkbox"/> CONDITIONAL USE PERMIT - RESIDENTIAL	\$900.00 + \$50.00/unit	CC ACTION: _____ DATE: _____
<input type="checkbox"/> CONDITIONAL USE PERMIT - HOME BUSINESS	\$100.00	FILE DATE: _____
<input type="checkbox"/> CONVERSION TO CONDOMINIUM	\$50.00/unit	
<input type="checkbox"/> SPECIAL EXCEPTION	\$600.00	
<input type="checkbox"/> SUBDIVISION AMENDMENT	\$500.00	
<input type="checkbox"/> REZONE of PROPERTY	\$900.00 + \$85.00/acre	
<input type="checkbox"/> CODE AMENDMENT	\$600.00	
<input type="checkbox"/> GENERAL PLAN AMENDMENT	\$300.00 + \$50.00/acre	
<input type="checkbox"/> HISTORIC SITE DESIGNATION	\$600.00	
<input type="checkbox"/> PUBLIC STREET:	\$300.00 - vacation \$500.00 - dedication \$250.00 - namechange	
<input type="checkbox"/> ANNEXATION		
<input type="checkbox"/> DEVELOPMENT AGREEMENT AMENDMENT		
<input type="checkbox"/> LOT LINE ADJUSTMENT / COMBINATION:	\$75.00	
OTHER:		
FINAL TOTAL DUE: <input type="text"/>		

NEXT STEPS FOR APPLICANTS:

1. To be considered COMPLETE, this form must be accompanied by all applicable "project tracking" checklist(s)/submittals or it will not be accepted.
2. Complete applications must be submitted 3 weeks prior to the desired Planning Commission date
3. Applications are reviewed every Tuesday by the Holladay TRC. You will be notified of any deficiencies, decisions and/or meetings dates at that time
4. Planning Commission convenes each month on the 1st and 3rd Tuesday. City Council convenes the 1st and 3rd Thursday of each month
5. Your Attendance at the Planning Commission and/or City Council meetings is required by the applicant or a representative of the applicant.

STAFF ACKNOWLEDGMENT OF COMPLETE APPLICATION: _____ DATE: _____

City of Holladay
AFFIDAVIT OF PROPERTY OWNERSHIP
for property located at

Address: 6375 So. Highland Dr

Subdivision: _____ Plat: _____ Lot: _____

PROPERTY OWNER

I (we), 6375 Highland Dr LC being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statement herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Michael David Grant
Property Owner

MICHAEL ADAM GRANT
Property Owner

ACKNOWLEDGMENT

State of Utah)
County of Salt Lake) ss.



The foregoing affidavit was acknowledged before me this 21st day of March, 2024, who duly acknowledged to me that he did execute the same.

My commission expires: August 10, 2025

Crystal Nichols
Notary Public

AGENT AUTHORIZATION

I (We), _____, the owner(s) of the real property described above, do authorize as my agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City of Holladay considering this application and to act in all respects as our agent in matters pertaining to the attached application.

ACKNOWLEDGMENT

State of Utah)
County of _____) ss.

The foregoing affidavit was acknowledged before me this _____ day of _____, 20____, who duly acknowledged to me that he did execute the same.

My commission expires: _____

Notary Public

HIGHLAND DRIVE SMALL AREA MASTER PLAN

Initially Adopted February, 2012

Recommended Amendments, Planning Commission July 2013

Version 2.0 Adopted April 17, 2014

Readopted July 14, 2016

Amended August 10, 2017

Prepared by:

City of Holladay Planning Commission

2012

Lori Khodadad, Chair
Bowthorpe
Les Chatelain
John Garver
Chris Jensen
Matthew Snow
Brad Wright

2017

Matt Snow, Chair
Jim Carter
Jan Bradshaw
John Garver
Alyssa Lloyd
Ann Makin
Marianne Ricks

Community Development Department

Paul Allred, Community Development Director
Richard Whiting, City Planner (2012)

Jonathan Teerlink, City Planner (2016)

Patricia Hanson, Planner (2017)

Josh Deifel and Jason Bond, Planning Interns (2012)

City Council

Dennis Webb, Mayor (2013)
Robert Dahle, Mayor (2014)
Sabrina Petersen, District 1
Lynn Pace, District 2
Patricia Pignanelli, District 3
Steve Gunn, District 4
J. James Palmer, Jr., District 5 (2012)

Mark Stewart, District 5, (2017)

I. HIGHLAND DRIVE MASTER PLAN

This Appendix (K) to the City's General Plan creates a Highland Drive Master Plan (HDMP). This plan recognizes the continued evolution of the area surrounding Highland Drive as part of the City's lifecycle. While acknowledging the inevitability of growth and change, the HDMP seeks to create policies that achieve balance between the constant pressure for development and the protection of those characteristics that make this area and the City of Holladay a unique and special place.

This plan recognizes that the historic development pattern along the Highland Drive corridor includes the full range of uses from large lot single family and medium to higher density residential uses to small and regional commercial nodes. For ease of communication and for the purposes of this document, Highland Drive and its associated properties will be considered in three segments. Each segment has unique history, land use development patterns, streetscape characteristics and is controlled by different jurisdictions.

1. Segment A: 3900 South to Arbor Lane (North end);

Holladay controls the east side of Highland Drive to Murray Holladay Rd. and both sides from there south to Arbor Lane. The street is currently developed with right-of-way widths ranging from 80 feet to 106 feet. Land use patterns are primarily commercial and multi-family residential developments.

2. Segment B: Arbor Lane to Van Winkle Expressway (Middle section);

Both sides of Highland Drive are within Holladay City and this segment is controlled exclusively by the City. The street has a future planned right-of-way width of 80 feet. Land use patterns are a mixture of both single-family residential, and higher-density (not high-density) single and multi-family residential developments and limited small scale commercial development interspersed throughout the segment.

3. Segment C: Van Winkle Expressway to City boundary at I-215 (South end);

Holladay controls the east side of Highland Drive in this area. The street is currently developed with a 106 foot right-of-way width. Land use patterns are exclusively commercial development. The west side of the road is in Murray City. UDOT manages this section.

II. HISTORY

Over many years, Highland Drive in Holladay has transformed from a quiet neighborhood street with roots in residential settlement and farming to a very busy major roadway. High traffic volume and increasing intensity of land-use has eroded the number of single family homes along Highland Drive south of Murray Holladay Road and virtually eliminated the same along the northern segment of the street.



III. CORE COMMUNITY VALUES AND GOALS

1. Ensure the ongoing safety of Holladay residents, visitors and the general welfare of the community.
2. Promote safe and efficient road design, pedestrian safety and safe pathways to schools, parks, churches, recreational and commercial areas.
3. Implement land use planning and new development that does not compromise the quality of life of residents whose property is adjacent to or accessed from Highland Drive.
4. Expand public transit to minimize pollution, congestion, energy waste and encourage linkages to commercial areas where appropriate.
5. Protect existing trees where feasible while promoting planting of new trees.
6. Where feasible and appropriate within the context of financial realities, implement “Complete Streets” concepts.
7. Dialogue and input between area residents, the City, and developers, regarding potential impacts of new development proposals is of utmost importance. To that end, continued commitment to ample public notice and a thorough public process is both necessary and desirable.
8. As a major entrance into Holladay, Highland Drive must present a pleasant and welcome feeling to visitors so they recognize they are in a special and unique City.
9. The practice of “walling or gating off” of new development from the street should be discouraged. Strong consideration should be given to new development that proposes to face the street and minimizes the use of solid, tall walls or gates.

IV. IMPLEMENTATION STRATEGIES

A. Land Use and Zoning

Infill opportunities are limited, open spaces and energy resources are diminishing. The Plan suggests new zoning patterns along Highland Drive.

1. Segment A

Existing zoning in this segment has developed a healthy mix of commercial and higher density residential uses. Any changes to the current zoning patterns should be considered only if the new zoning will enhance the existing uses and strengthen the whole City.



*Café Madrid- 5244 S Highland Dr- 2011
Example of application of “NC” zone principles.*

2. Segment B:

Commercial Uses

- a. No new commercial use should be allowed in Segment B; however, the city recognizes the legal right of existing commercial zones and uses to continue in commercial use. If any non-residential use is allowed, only the NC or RO zone should be allowed.
- b. When considering non-residential zoning, the depth of the proposed zone and associated buildings should be appropriate to surrounding land uses. It should not generally reach beyond 200 feet deep from Highland Drive.

Residential Uses

- a. For the mid-block sections of Segment B, a mixture of single family densities and zones with a cap of no more than five dwellings per acre should be considered the most appropriate and predominant for this Segment. Lesser densities (larger lots) than five units per acre should be implemented where surrounding land uses have become increasingly dense and the proportion of multi-family and/or commercial use to traditional single family development has become unbalanced in the vicinity.
- b. No new R-M Zoning should be allowed in Section B.

- c. The impact of new residential development on existing residents should be thoroughly evaluated. Negative impacts such as excess traffic noise, light, and odors should be minimized with landscaping buffering measures, reduced density and building height, architectural design and/or other measures.



Example of existing higher density residential development.

3. Segment C:

As with segment A, this area of Highland Drive is a strong economic key in the City. This plan does not anticipate changes in the zoning patterns in this segment.

B. Commerce

Business is a key economic engine for the City of Holladay and the Plan recognizes its importance. Measures that attract economic vitality while protecting core community values should be encouraged along all segments of Highland Drive as allowed in this document.

Strategies for revitalization of the existing commercial uses and for encouraging new commercial uses where permitted in this document along all segments of Highland Drive follow.

1. Allow new zoning that fosters the grouping of compatible businesses in order to enhance economic synergy in the current commercial areas;
2. Allow existing businesses to upgrade building architecture, landscaping and other site related factors to compliment the new vision of Highland Drive and to establish an ambience that is inviting for new businesses to locate within the existing commercial areas;
3. Improve access, infrastructure, easy pedestrian movement and other business promoting factors when properties redevelop or when public funds become available;
4. Adopt new commercial zoning regulations that include some architectural guidelines and require the placement of new buildings close to the street to calm traffic and create an aesthetically pleasing street wall that will invite more commerce and economic activity within these current commercial areas;
5. Streamline entitlement processes and permitting / fee structures in order to support development where appropriate;
6. Utilize economic assistance programs such as the Redevelopment Agency (RDA;) and Economic Development Agency (EDA;) or Community Development Agency (CDA) wherever feasible to stimulate appropriate development within the established commercial areas.

C. Traffic Control, Road Configuration, Streetscape Design

1. **Segment A:** The current five lane road configuration for this segment of Highland Drive is expected to remain indefinitely since Holladay only controls the east half of this segment and the street has been fully improved within the last ten years.
2. **Segment B:** This section of Highland Drive is both a residential and Principal Arterial Street that connects a network of other roads, lanes and driveways that provide the sole or primary access to hundreds of residential properties located in the Cottonwood Historical District in the City of Holladay. All of these citizens are stakeholders in the future of Highland Drive and special efforts should be made to inform them and get input from them regarding future changes and developments along the street.

The road configuration for Segment B of Highland Drive should make a statement about the community as a whole and the immediate neighborhood specifically. As a major entrance into the City, it must present a pleasant and welcome feeling to visitors so they recognize they are in a special and unique community. An evaluation of the whole right-of-way needs to be determined so the future cross section can be adopted by the City. This future discussion would include specific

review of a turning lane, lighting, right of way requirements and bicycle and transit opportunities. The goal of a future evaluation would be to determine the best use and configuration of Highland Drive and will only be implemented after careful study and citizen input.

a. **Goals for Segment B:**

(1) Reduction of unsafe traffic, especially speeding, must be a priority in the long range plan for this segment of the street. Safe, practical turning areas and ingress and egress to/from properties along Highland Drive are essential.

(2) As the southern entryway to an interesting and historic residential part of Holladay, the street should showcase the history and enhance the character of the City. This may be potentially achieved by making the street into an inviting "grand boulevard" from Van Winkle Expressway north to Arbor Lane and the adjacent Cottonwood project.

(i) The "grand boulevard" may include features such as landscaping and trees, decorative overhead lighting, safe turning areas, a landscaped median, safe sidewalks and convenient pedestrian crossings.

(ii) Highland Drive is both a residential and Primary Arterial street and one of the most heavily used streets in the community. Its capacity, two lanes in each direction, should not be unnecessarily curtailed in this particular location because of the important commercial nodes located on both ends of this segment. The "grand boulevard", could serve the purpose to remind travelers that long standing residential uses and small scale office uses in the mid-block and at the intersections are to be respected, protected and allowed to have ample and safe access to Highland Drive.

b. **Implementation Strategies for Segment B:**

(1) Enable smooth and appropriate traffic flow with minimal delay.

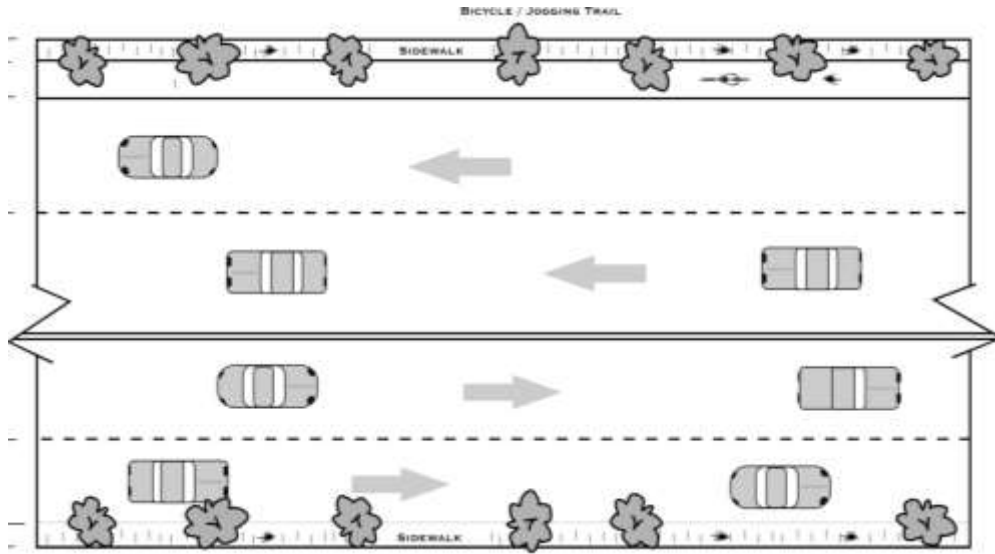
(2) Ensure that public transit remains an integral part of Highland Drive.

(3) Provide sidewalks and accommodate mobility impaired citizens so as to comply with requirements of the ADA.

(4) Provide left turn lanes at signalized intersections and major city streets.

(5) Pursue road dedications to achieve an eighty foot (80) right-of-way along this entire segment.

3. **Segment C:** This segment is not expected to change its basic configuration for the foreseeable future. Any plan to reconfigure it at this location will only be contemplated after significant study and cooperation from UDOT, Murray City, and/or other agencies.



Highland Drive Road Configuration South of Murray-Holladay Road



Conceptual Four Lane Road Configuration