



**NOTICE OF A MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, AUGUST 22, 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 on **Thursday, August 22, 2024, at 6:00 pm**. Members of the Council may participate by electronic means if needed. The Council Chambers shall serve as the anchor location.

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

All documents available to the City Council are accessible on the City's website or in this agenda. Interested parties are encouraged to watch the **live video stream** of the meeting - [agendas/https://holladayut.gov/government/agendas_and_minutes.php](https://holladayut.gov/government/agendas_and_minutes.php)

To provide a public comment or make a comment during any public hearing, may do so in the following ways:

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

AGENDA

- I. **Welcome** – *Mayor Dahle*
- II. **Pledge of Allegiance**
- III. **UPD Incentive Awards-** *Chief Hoyal*
- IV. **Public Comments**
Any person wishing to comment on any item not otherwise on the agenda may provide their comment via email to the Council before 5:00 p.m. on the day of the meeting to scarlson@holladayut.gov with the subject line: Public Comment. Comments are subject to the Public Comment Policy set forth below
- V. **Consideration of Resolution 2024-26 Approving an Interlocal Agreement with Salt Lake County for Aerial Photography**
- VI. **Consideration of Resolution 2024-27 Amending an Agreement with Millcreek City for Wasatch Blvd Improvements**
- VII. **Consent Agenda**
a. Approval of Minutes –June 6 and July 13, 2024

- VIII. ***City Manager Report - Gina Chamness***
- IX. ***Council Reports & District Issues***
- X. ***Reconvene City Council in a Work Meeting:***
- a. ***Discussion on Underground Power Lines in the Village - Jared***
 - b. ***Discussion on Parental Leave Options -Gina***
 - c. ***Review of Current RoadMap for City Projects – Gina & Holly***
 - d. ***Calendar –***
 - e. ***Council Mtgs - Sept, 5 & 19 Oct. 3 & 17, Nov 7 & 21, Dec. 5***
- XI. ***Adjourn***

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

CERTIFICATE OF POSTING

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

DATE POSTED: Monday, August 19 @ 9:30am

*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

RESOLUTION NO. 2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING
AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR
AERIAL PHOTOGRAPHY SERVICES.**

WHEREAS, the City has previously entered into an interlocal agreement with Salt Lake County for the provision of aerial photography services that are contracted for and administered by the County, with the resulting aerial photographs being shared with governmental entities in the County; and

WHEREAS, the County proposes to renew aerial photographs for the benefit of governmental entities within the County and the City desires to participate in the sharing of information and data gathered through the aerial photography process; and

WHEREAS, the parties desire to reduce their understanding to writing as set forth below;

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

Section 1. Approval. The City Council of the City of Holladay hereby approves that certain interlocal agreement with Salt Lake County for the provision of aerial photography services as set forth in Exhibit A, attached hereto and incorporated herein by reference. The Mayor of the City is authorized to execute the agreement for and in behalf of the City.

Section 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.

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

PASSED AND APPROVED this 22nd day of August, 2024.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

County Contract No. _____

District Attorney No. _____

INTERLOCAL COOPERATION AGREEMENT

**Between
SALT LAKE COUNTY
And
CITY OF HOLLADAY**

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____ 2024, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the “County”), and the city of HOLLADAY, a municipal corporation of the State of Utah (the “City”). The County and the City are sometimes referred to as the “Parties”.

RECITALS

WHEREAS, the County entered into an agreement with Pictometry International Corp. to obtain oblique imagery (“Oblique Imagery”) and high-resolution orthogonal (“Orthorectified Imagery”) aerial photographs of certain areas of Salt Lake County (the “Pictometry Agreement”); and

WHEREAS, pursuant to the Pictometry Agreement, the County owns the Orthorectified Imagery and has the right to grant access to the Oblique Imagery through licenses provided through the Pictometry Agreement that can be shared with other municipal, county and state government agencies in the County; and

WHEREAS, the County, for and on behalf of the Salt Lake County Surveyor’s Office (“Surveyor”) and the Salt Lake County Assessor’s Office (“Assessor”), and the City desire to enter into this Agreement, providing the City with access to aerial photography available under the Pictometry Agreement; and

WHEREAS, the City is willing to acquire access to the aerial photography subject to the terms of this Agreement; and

WHEREAS, the County and the City are governmental entities and authorized pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 et seq. (the “Interlocal Act”) to enter into agreements for the joint cooperation of the Parties for the benefit of their residents;

NOW, THEREFORE, the County and the City agree as follows:

1. Project.

A. The County hereby grants the City a limited license for a web service of the imagery as well as hard-copy images to use natural color Orthorectified Imagery at 7.5 cm (3 in.) and 22.5 cm (9 in.) resolution for all areas within its geographical boundaries.

B. Electronic files of Orthorectified Imagery will be provided to the City by the County on August 15, 2024, or within thirty days after the County obtains the Orthorectified Imagery from Pictometry International Corp., whichever occurs last. The City acknowledges that the availability of Orthorectified Imagery and Oblique Imagery is subject to delivery under the Pictometry Agreement and agrees that delays in acquiring the imagery occurring through no fault of the County will not be a basis for termination of this Agreement or damages.

2. Compensation.

A. The City shall pay County the \$130.00 per square mile for the Orthorectified Imagery obtained from the County through the Surveyor. The City's geographical boundary consists of approximately 8.42 square miles and is depicted on Exhibit A. The total payment for the Orthorectified Imagery is \$1094.60. City shall tender any required payment in full in order to receive delivery of the electronic files containing the Orthorectified Imagery.

3. Ownership.

A. Orthorectified Imagery. The Parties agree that the Orthorectified Imagery is the County's protected intellectual property, and the County owns and controls the use of the Orthorectified Imagery. The City may use the Orthorectified Imagery only as authorized by this Agreement and only be used by the City for City purposes. The City shall not share or distribute this data with other private or public entities without specific written consent from the County.

B. Oblique Imagery. Use of the license to access the Oblique Imagery, if applicable, is subject to the terms and conditions of the Pictometry Agreement.

4. Duration and Termination.

A. This Agreement shall take effect upon its full execution and delivery and shall terminate on June 30, 2025 unless an extension is agreed to in writing. The Parties will negotiate a new compensation amount and amend Section 2 as part of any extension.

B. Either Party may terminate this Agreement for convenience at any time by giving at least thirty (30)-days prior written notice to the other Party of such termination.

C. The County may also suspend or terminate this Agreement, in whole or in part, by giving at least seven (7)-days prior written notice to the City if the City materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the City ineligible for any further participation in the County's imagery contracts, in addition to other remedies as provided by law.

D. In the event of any termination for convenience by the City or termination for cause by the County, all Orthorectified Imagery files shall be removed and/or deleted from the City's computers and servers.

5. No Separate Legal Entity. This Agreement does not create a separate legal entity.

6. Liability and Indemnification. Both Parties are governmental entities under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Ann., 1953, as amended (the “Immunity Act”). Consistent with the terms of the Immunity Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Immunity Act.

7. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

County: Salt Lake County Mayor
2001 South State Street, N2-100
PO Box 144575
Salt Lake City, Utah 84114-4575

And Salt Lake County Surveyor
2001 South State Street, N1-400
PO Box 144575
Salt Lake City, Utah 84114-4575

City: City of Holladay
4580 S 2300 E
Holladay, UT 84117

8. Termination. The County may terminate this Agreement for an “Event of Default” as defined, upon written notice from the County to the City as provided for in paragraph 7 of this Agreement. As used in this Agreement, the term “Event of Default” means: (a) the City fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice or (b) the City fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice.

9. Miscellaneous Provisions. It is mutually agreed and understood by and between the Parties that:

A. Agents, employees, or representatives of each Party shall not be deemed to be the agents, employees or representatives of the other.

B. This Agreement contains 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, and signed by the Parties.

C. As required by Section 11-13-207 of the Interlocal Act, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of a designee of the County and a designee of the City. The County designates Erik Neemann its as representative to such joint board to assist in the management of this Agreement. The City designates _____ as its representative to such joint board to assist in the management of this Agreement. The representatives shall have no control over the means, methods, techniques or procedures employed in the services of this Agreement.

D. This Agreement may be executed in counterparts by the City and the County.

E. Amendments may be proposed at any time during the period of performance by either Party and shall become effective upon signing by both Parties. No change to this Agreement shall be binding unless and until reduced to writing and signed by duly authorized officials of both Parties.

F. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions hereof, or any part thereof.

G. Nothing in this Agreement creates any enforceable rights in third parties.

H. Each Party agrees to follow the records retention schedule required by law.

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

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

B. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;

C. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;

D. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;

E. No real or personal property will be acquired, held, or disposed of in this cooperative undertaking. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

APPROVED AND AGREED TO:
SALT LAKE COUNTY SURVEYOR

By _____
Reid J. Demman
County Surveyor

Approved as to Form and Legality:

By _____
Deputy District Attorney

HOLLADAY

By _____
Robert M. Dahle, Mayor

ATTEST:

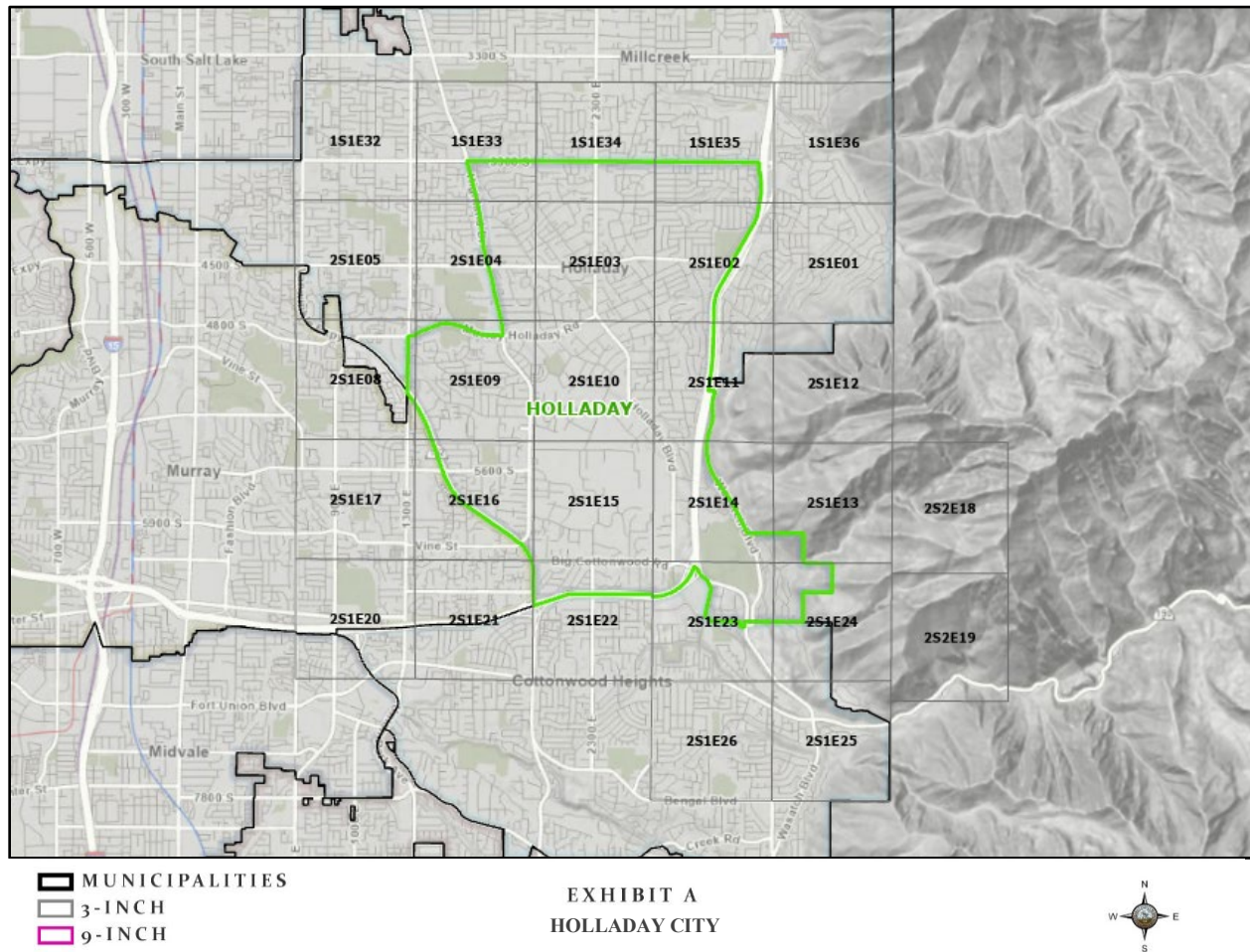
City Recorder

Approved as to Form and Legality:

City Attorney

Exhibit A

Geographical Boundaries



CITY OF HOLLADAY

RESOLUTION NO. 2024-

**A RESOLUTION APPROVING AN AMENDED MEMORANDUM OF UNDERSTANDING
WITH MILLCREEK CITY RELATING TO IMPROVEMENTS ON WASATCH
BOULEVARD**

WHEREAS, the City of Holladay and Millcreek City have previously entered into a Memorandum of Understanding relating to the installation of public improvements to Wasatch Boulevard; and

WHEREAS, the Cities now desire to amend the Memorandum of Understanding to accommodate potential changes in the bidding process for and the construction of improvements to Wasatch Boulevard;

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

Section 1. Approval. The City Council of the City of Holladay hereby approves that certain Amendment to the Memorandum of Understanding with Millcreek City, attached hereto as Exhibit A and incorporated herein by reference. The Mayor of the City is hereby authorized to execute the Amendment for and in behalf of the City.

Section 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.

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

PASSED AND APPROVED this ____ day of August, 2024.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

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

**AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING**

15 This Amendment to the Memorandum of Understanding is made and entered into on the day of August, 2024, by and between the **CITY OF HOLLADAY**, a Utah municipal corporation, hereinafter referred to as "Holladay," and **MILLCREEK CITY**, a Utah municipal corporation, hereinafter referred to as "Millcreek."

RECITALS

WHEREAS, the parties have previously entered into that Memorandum of Understanding dated April 23, 202~~3~~⁴, providing for a joint project for improvements to Wasatch Blvd.; and

WHEREAS, the parties desire to amend the Memorandum of Understanding as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendment. Paragraph 2 of the Memorandum of Understanding is hereby amended to read in its entirety as follows:
 2. **Administration and Bidding.** The Cities agrees to administer and to jointly advertise and bid the project as a joint undertaking, with the Engineers of the respective cities acting as the administrators of the advertisement for bids and bid review. The bid advertisement shall seek bids for two separate contracts for the different facility types to be constructed by each City and the parties agree to administer their respective portions of the construction for the installation of the improvements. Each City agrees to work professionally in good faith and within the standard of practice for the contracts for the installation of public improvements. The work to be bid is more specifically set forth in Exhibit A, attached hereto and incorporated herein by reference. If during the bidding process the Engineers for each City determine that it will be more advantageous to the Cities for each City to bid the project separately, the Engineers shall advise the City Manager of their respective city, in writing of that determination and the parties may then proceed to bid the project separately and to provide for separate administration of the project within their respective cities. In such case, this MOU shall be deemed and null and void, and of no further force and effect.
2. Other Provisions Not Affected. All other provisions of the Memorandum of Understanding shall remain in full force and effect without amendment.

IN WITNESS WHEREOF, each Party hereby signs this Amendment to the Memorandum of Understanding on the date written by each Party on the signature pages attached hereto.

ATTEST:

CITY OF HOLLADAY
a Utah municipal corporation

By: _____
Stephanie Carlson, City Recorder

By: _____
Robert Dahle, Mayor

STATE OF UTAH)
) ss.
County of Salt Lake)

On the _____ day of _____, 2024, the _____ of the
City of Holladay, personally appeared before me and duly acknowledged to me that he/she
executed the same on behalf of the City.

Notary Public

My commission expires:

Residing at:

ATTEST:

MILLCREEK CITY
a Utah municipal corporation

By: *Alex Wendt*
Elyse Sullivan, City Recorder
Alex Wendt, Deputy City Recorder

By: *Jeff Silvestrini*
Jeff Silvestrini, Mayor

STATE OF UTAH)
) ss.
County of Salt Lake)



On the _____ day of _____, 2024, the _____ of
Millcreek City, personally appeared before me and duly acknowledged to me that he/she
executed the same on behalf of the City.

Notary Public

My commission expires:

Residing at:



CUSTOMER COST ESTIMATE

This is not an invoice

Customer Name: Shawn Lockwood

Date: 7/18/2024

Title: Holladay BLVD OH to UG Conversion

Request # 7052021

The cost estimate provided below is valid as per conditions set forth.

Total Job Cost	\$ <u>130000</u>
Less Customer Allowance	\$ <u>0</u>
Less Contract Administration Credit	\$ <u>0</u>
Total Customer Advance	\$ <u>130,000.00</u>

Ball Park Estimate ☒

A Ball Park Estimate is non-binding.

Firm Estimate ☐

A Firm Estimate is guaranteed for 90 days from the date this form is signed on condition that customer makes no changes to design and/or load.

Conditions/Comments

cost to remove 3 poles, replace 1 pole with self supporting steel and replace with associated UG

equivalent equipment. Along Holladay Blvd. FP#'s 033205,033114,034106,034118.

Customer responsible for all civil costs. All new underground equipment shall be installed in either a

PUE or private easement provided to RMP at no cost to RMP.

Customer Signature _____

PacifiCorp Signature Isaac Pantke

ENTITY	POLICY	PAID OR UNPAID	LENGTH OF TENURE BEFORE LEAVE AVAILABLE	EMPLOYEE QUALIFICATIONS	LENGTH OF PARENTAL LEAVE
SALT LAKE COMMUNITY COLLEGE	Eligible employees will receive eight weeks of paid parental and post-partum recovery leave at their normal rate of pay upon the birth, adoption, foster care placement, or appointment of legal guardianship.	Paid	Six Months	Full Time	8 weeks; can be intermittent
SALT LAKE CITY	The Parental leave policy allows all full-time employees six consecutive weeks of leave from the birth, adoption or foster care placement of a child, paid at 100%. Runs concurrently with SDI and FMLA (if applicable).	Paid	No requirement	Full Time	6 weeks
SALT LAKE COUNTY	The employee must be taking the leave for: the birth of a child and to care for that child; or the placement of a child for adoption and to care for the newly placed child. Leave must be taken consecutively, and must commence within six months of the birth or adoption of a child.	Paid	1 year	Min hour requirement of 1250/2040.	6 weeks; additional 6 weeks for parent giving birth
SALT LAKE CITY SCHOOL DISTRICT	Birth, adoption, appointment of legal guardianship.	Paid	1 year	Min hour requirement of 1250/2040	4 weeks
STATE OF UTAH	Birth, adoption, foster care, appointment of legal guardianship. May not be used intermittently, must be used within six months of birth or adoption.	Paid		Full time; part time on a pro rate basis	3 weeks
MIDVALE	Birth, adoption, foster care. Runs concurrently with SDI and FMLA, if applicable. For employees with SDI coverage, will make up difference between SDI rate and 100% for the period of coverage. If an employee doesn't expect to return to the position, the request may be denied.	Paid	No requirement	Full Time	6 weeks
KAYSVILLE	Birth, adoption, appointment of legal guardianship.	Paid	1 year	Min hour requirement of 1250/2040	3 weeks
PARK CITY	Birth, adoption. Parental leave runs consecutively with FMLA Leave.	Paid		Full Time regular employees	Up to 9 weeks, including time before birth or adoption.



PROJECT ROAD MAP

last updated 8/7/2024

Staff Key (sorted by first name)

	Ann Frances Garcia
AJ	Allison Jester
CL	Christian Larsen
CNR	Crystal Nichols Rayburn
GC	Gina Charness
HS	Holly Smith
JB	Jared Bunch
JBOLTON	Joe Bolton
JH	Justin Hoyal
JT	Jonathan Teerlink
JTUFOUR	Justice Tuffour
KO	Kaylynn Olsen
LC	Lina Costa
MB	Meg Bartley
MA	Megan Attermann
NW	Noah White
SC	Stephanie Carlson
TG	Todd Godfrey