



**NOTICE OF A MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, APRIL 17, 2025**

- 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 meeting on **Thursday, April 17, 2025, at 6:00 p.m.** 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. **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
- IV. **Consideration of Resolution 2025-05 Adopting City Financial Policies**
- V. **Consideration of Resolution 2025-06 Approving an Interlocal Agreement with Salt Lake County for Election Services**
- VI. **Consideration of Resolution 2025-07 Approving an Interlocal Agreement with Salt Lake County for Traffic Signal Installation (1925 E Murray Holladay Rd)**
- VII. **Consideration of Resolution 2025-08 Approving an Interlocal Agreement with Salt Lake County for Reimbursement of 2025 TRCC Grant Funds (city hall auditorium renovation)**
- VIII. **Consent Agenda**
a. Approval of Minutes – March 6 & 20, 2025

- IX. ***City Manager Report - Gina***
- X. ***Council Reports & District Issues***
- XI. ***Recess City Council in a Work Meeting:***
 - a. **Discussion on Fireworks Ordinance**
 - b. **Code Update-** Review of Title 2
 - c. **Budget Discussion:**
 - * **Central Wasatch Commission (CWC)**
 - * **Sales Tax Assumptions**
 - d. **Calendar**
Council Meetings – May 1, 8 & 15, June 5 & 12
 - e. **Other Business**
- XII. ***Closed Session For the Purpose(s) Described in U.C.A. 52-4-204 and 205***
- 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.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, April 14, 2025 at 11:00 am

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

Reasonable accommodation 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. 2025-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY ADOPTING
POLICIES RELATING TO THE FINANCIAL AND FISCAL MANAGEMENT OF THE CITY**

WHEREAS, the City Manager and the City Finance Director have made a recommendation to the Council that the Council approve and adopt policies relating to the financial and fiscal management of the City; and

WHEREAS, the City Council has reviewed the proposed policies and finds that they will benefit the public and will promote the fiscal integrity of the City;

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 adopts the Financial Policies attached hereto as Exhibit A and incorporated herein by reference.

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 April, 2025.

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 ____

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Financial Policies

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Introduction

Purpose

The purpose of Financial Policies is to set forth parameters and guidelines for prudent fiscal operational practices and management. These policies have been approved by management and formally adopted by resolution by the Holladay City Council.

Formal Adoption of Financial Policies

The City of Holladay Financial Policies were updated and adopted by a resolution of the Holladay City Council (insert resolution) on April X, 2025.

General Fund Reserve

Purpose:

The purpose of the City of Holladay's general fund reserve policies is to ensure the city is complying with Utah state law. Additionally, these policies enable the city to plan for contingencies, maintain a good standing with rating agencies, avoid interest expenses, generate investment income, and ensure cash availability when revenue is unavailable.

Policies:

Utah Code § 10-6-116 requires municipalities to maintain an unrestricted (committed, assigned, and unassigned) general fund balance between five and thirty-five percent of general fund revenues. Holladay will maintain a General Fund balance (reserve) of no less than fifteen percent of budgeted general fund revenues.

The amount in reserves will be calculated by adding the fiscal year ending committed, assigned, and unassigned fund balances less the fund balance appropriated in the subsequent fiscal year. Holladay will maintain a General Fund balance (reserve) of fifteen percent of budgeted general fund revenues, though the City Council may direct staff to reserve up to the state limit of thirty-five percent.

The reserve may be used at the discretion of the City Council for unanticipated, non-recurring needs, temporary shortfalls, or in a state of emergency. Once used, reserves should be replenished in a timely manner. Unassigned general fund balance in excess of fifteen percent may be used for one-time purchases. Additionally, the City may periodically use unassigned fund balance when



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property tax rates have been increased in a prior year to cover operating expenses in future years. This is done in an effort to avoid the need for annual property tax rate increases.

Reserve Policies in Other Funds

Purpose:

Holladay's reserve policies provide working capital for the city. These funds support continuity of operations, maintain a stable fee structure, and provide capital replacement funds. Such policies also contribute to maintaining a good standing with credit agencies and create a better working relationship between the governing board and staff.

Policies:

Capital Projects Fund

This fund is used to accumulate funds for capital projects and to track spending on capital projects. Reserve funds will fluctuate as projects are identified.

Storm Water Utility Fund

The City of Holladay will strive to maintain working capital (current assets minus current liabilities) of no less than 60 days' worth of annual operating expenses in the Storm Water Utility Fund.

To maintain adequate reserves, Holladay should conduct an analysis of its utility rates on a regular basis. Rate increases, if needed, shall be proposed to the City Council during the annual budgeting process.

To substantiate the value of Accounts Receivable in the enterprise funds, the City will work with contracted agencies to ensure accurate and timely collection.

The minimum working capital reserve may be used at the discretion of the City Council for temporary shortfalls or to downsize operations. Once used, the reserve should be replenished in a timely manner. If reserves fall below the 60-day minimum, a plan for replenishment should be included in the subsequent year's budget planning process. Excess working capital may be used for capital improvements or for one-time purchases.



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Other Funds:

Adequate reserves will be considered.

Revenue

Purpose:

Holladay has established revenue policies to ensure sufficient and stable revenues in order to consistently produce desired programs and services. These policies help create and maintain fair and consistent revenue sources.

Policies:

The City of Holladay strives to achieve diversification and stabilization of the revenue base. While recognizing that property taxes are the most stable, the City will not increase property taxes so long as other revenues such as sales tax and franchise fees are adequately funding operations.

Holladay will not use one-time revenues towards ongoing expenditures. User fees will be charged to obtain cost recovery for regulatory services such as building permits, plan checks, and business licensing.

Administrative fees will be charged by the General Fund to the Enterprise Funds to recapture direct and indirect costs which benefit all funds. These fees will be reviewed annually in association with the budget process. A municipal fee schedule shall be reviewed and adopted by the City Council in conjunction with the operating and capital budgets.

Before applying for and accepting grants and donations, the City will assess the merits of a particular program as if it were funded with local tax dollars. Local tax dollars will not be used to make up for losses of intergovernmental aid without first reviewing the program and its merits as a budgetary increment.

A conservative approach will be used to forecast revenues. However, when such an approach leads to considerations of raising taxes or cutting services, a more objective approach will be analyzed in order to avoid undesirable budget-balancing measures that later prove unnecessary. Multi-year forecasts will be prepared and presented to the Council annually as part of the budget process.



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Expenditure

Purpose:

Holladay's expenditure policies ensure that public funds are spent with integrity, directness, and transparency. City policy ensures these expenditures are directed to services that support City Council priorities and community needs.

Policies:

Ongoing expenditures will not expand beyond the City of Holladay's ability to pay for them with current revenues. When practical, resources should be used for preventative investments that can be made to avoid larger costs in the future. Funding for new programs and services should be limited to the extent that they can be reasonably funded over the near to long term given the current revenue stream.

Increasing efficiencies and effectiveness of the delivery of City services through process review, technology improvements, or outsourcing must be considered before adding permanent staff. Staff shall prepare an analysis of costs borne by the General Fund which benefits other funds, most importantly, enterprise funds. Enterprise Funds will reimburse the General Fund for these costs through administrative fees, which are appropriated as part of the budget each year.

Efforts will be made to maintain compensation packages that are sufficient to attract and retain quality employees.

Salary range structures shall be evaluated periodically to determine the relative competitiveness of the pay structure to the job market. The midpoint of the salary range is the market value against which the City will assess its pay plan relative to the job market. If the midpoint of the City's salary range is more than five percent below the market for any given position, the grade of that particular position will be adjusted upward.

Holladay's pay plan shall be reviewed and adopted annually by the City Council in conjunction with the annual budget. Staffing shall not exceed the authorized level, and all new positions must be approved by the City Council before fulfillment.

Operating Budget

Purpose:



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Holladay recognizes operating budget policies as being among the most important public documents produced by the city. Operating budget policies ensure the budget establishes the city's taxing and spending direction. Policies are set to create enough leeway to fluctuate with community and economic need.

Policies:

The City of Holladay will adopt an annual operating budget for all funds. Budgets are prepared on a modified accrual basis. This includes the City's proprietary funds which use full accrual basis in the Annual Comprehensive Financial Statements. Proprietary funds are budgeted for on modified accrual basis because this approach aligns more closely with the nature of governmental financial planning and resource management. Under the modified accrual basis, capital expenditures and the redemption of bonds are recorded as expenditures. Depreciation and amortization costs are not budgeted since these costs are non-cash transactions. However, staff will perform an analysis to ensure each proprietary fund will not go over budget when depreciation expense is factored.

Budget policies define the broad guidelines under which the budget process will operate. Staff is then responsible for designing a process that conforms to the policies. Because the city's budget is a spending plan, and because circumstances change throughout the fiscal year, staff may propose budget adjustments for any or all funds throughout the year. Those adjustments require discussion and adoption by the City Council to become effective.

The City Manager has authority to reallocate line items within a department budget, but any interdepartmental budget adjustments must be approved by the City Council. Grants, additional personnel, new programs, etc. must be appropriated by the City Council. Budget shortfalls in personnel costs may not be supplemented by surpluses in other budget categories (e.g., services, supplies, or capital outlay) without prior approval from the City Council.

The City Manager and Finance Director, after meeting with all City departments, will present a balanced budget for adoption to the Mayor and City Council in May of each year. This document will serve as a working tool for the City Council in developing their operating budget. Consistent with Utah Code § 10-6-111, a tentative budget will be prepared and filed with the City's elected officials on or before the first regularly scheduled meeting of the governing body in May of the current period. The tentative budget will be reviewed and discussed in Council meetings throughout May and June. A public hearing will be held prior to the adoption of the final budget.



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Citizen participation and comment is encouraged. Consistent with Utah Code § 10-6-118, the City Council will adopt a final budget before June 30 of each fiscal period, or, in the case of a property tax increase, before September 1st of the year for which a property tax increase is proposed. The City Council will adopt its certified property tax rate on the same date as the final budget is adopted.

Capital Asset Management

Purpose:

Holladay recognizes the impact capital asset management policies and projects have on the quality of local government services, the community's economic vitality, and the overall quality of life for citizens. Capital asset management policy encouraging optimal decision-making. The policies will develop and maintain a capital improvement plan which includes realistic project timing, scope, and operating budget impacts.

Policies:

The City of Holladay will develop and maintain a Capital Improvement Plan which includes realistic project timing, scope, and operating budget impacts.

Appropriations for capital projects are for the period of construction or acquisition, and do not lapse at the end of the fiscal year. Funds remaining in the project budget after its completion may be appropriated for other capital projects.

Maintaining appropriate funding for maintenance is of utmost importance. Deferring maintenance or asset replacement has the potential to reduce a government's ability to provide services and/or threaten public health, safety and overall quality of life. In addition, as the physical condition of an asset declines, deferring maintenance and/or replacement may increase long-term costs and liabilities.

Department managers/heads shall exercise supervision of all inventories of tangible City property within the control of or assigned to their departments, including ensuring all City assets are safeguarded and kept in good working condition. All city property located in warehouse(s) or storage areas shall be inventoried annually, and accountability for the property shall reside with the respective department head.



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Long-Term Financial Planning

Purpose:

Holladay's long-term financial planning policies assist the city with providing stable tax and service levels for the community over a multi-year period. The policies help uncover minor problems which could require drastic action later if left unresolved. These policies signal Holladay's commitment to sound financial management and willingness to control spending.

Policies:

Each year, staff shall develop a forecast of operating expenditures and revenue for the next five years. The presentation and discussion of the forecast and resulting long-term financial plan will be an integral part of the annual budget process. Holladay will address imbalances in future revenues and expenditures in establishing property tax rates.

Debt

Purpose:

Holladay's debt policies ensure debt is used wisely, and that future financial flexibility remains relatively unconstrained. Criteria for the issuance of debt obligations ensure acceptable levels of indebtedness are maintained. Debt policy shows investors and rating agencies that Holladay is committed to sound financial management, providing consistency and continuity in public policy development.

Policies:

The City of Holladay may use debt to help distribute the payments for a capital asset over its useful life so that benefits more closely match costs. The City may also use pay-as-you-go financing, in that it helps to keep the City's debt burden down. As there are merits to both methods of financing, Holladay may use a combination of debt and pay-as-you-go to finance capital assets.

Using long-term debt for operations is discouraged. Issuing debt with a longer amortization period than the life of the asset it is financing is prohibited.

Debt service as a percent of general expenditures of the General Fund will not exceed fifteen percent. This policy excludes general obligation debt, as general obligation debt is typically supported by its own dedicated revenue source. Capitalization of interest, the practice of using bond proceeds to pay the interest due on debt during the construction period of an asset, is



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generally acceptable. Long-term financing must comply with federal, state, and local legal requirements.

The City of Holladay will consider debt issuance (rather than paying cash) subject to market conditions. The City might use its debt capacity to acquire capital assets for a lower total cost when construction costs are increasing or are very low. Holladay will engage the following outside professionals to assist with bond sales, as bond sales are not a routine activity for most local governments:

- A. Financial Advisor
- B. Bond Counsel
- C. Underwriter
- D. Paying Agent/Registrar

Bond proceeds will be invested in accordance with the City's general investment policy. Staff must take steps to minimize arbitrage liability on bond proceeds in order to avoid penalties. Refunding bonds will be considered when there is an interest rate savings, a change in anticipated revenues, or when the City Council desires a change in the provisions of a bond covenant.

Holladay shall comply with all ongoing disclosure conditions and shall file such required documents in a timely manner. Interfund loans are contemplated for short-term use only. Any transfers between funds where reimbursement is not expected within one fiscal year shall not be recorded as interfund borrowings; they shall be recorded as interfund operating transfers.

Accounting, Auditing, and Financial Reporting

Purpose:

Accounting, auditing, and financial reporting policy sets the tone for how Holladay accounts for its financial resources and its accountability to publicly available financial information. The policies satisfy external financial reporting requirements while meeting Holladay's managerial needs.

Policies:

The City of Holladay has established an Audit Committee to serve as a practical means for the City to provide independent review and oversight of the government's financial reporting processes, framework of internal control, and independent auditors. The Audit Committee shall report to the City Council at least annually.



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Accounting records will be maintained in accordance with state and federal law and regulations. Holladay adopts the Government Finance Officers Association recommendation that governments use a multi-year audit contract for a period of no less than five years. Annual financial reporting in compliance with generally accepted accounting principles (GAAP) is required.

Monthly revenue and expenditure reports for each fund shall be presented to the City Council. A listing of checks issued shall be supplied to the Mayor monthly. The City will strive for transparency and shall comply with all state records transparency requirements.

Capital assets are defined as assets costing at least \$5,000 with an expected useful life in excess of one year. Sensitive non-capitalized items such as computers shall be inventoried and controlled.

Internal Control and Risk Management

Purpose:

Holladay's internal control and risk management policies protect assets to ensure service continuity, maintain a safe work and service environment, and efficiency of risk management activities.

Policies:

The City of Holladay should work closely with its insurer to accomplish goals stated above and to minimize the cost of risk management activities. The City shall designate a Risk Manager and hold quarterly meetings to review insurance claims and reported incidents.

Employees will be provided with the official City of Holladay Employee Handbook regarding employment, and shall file an acknowledgment of receipt and understanding of the manual with the Human Resources department. City employees and council members are required to report conflicts of interest and to refrain from participating in or deliberating on any matters regarding such interest. Sexual harassment training shall be conducted for all employees.

Holladay shall appoint an Emergency Management Coordinator who is responsible for maintaining the City's Emergency Management Plan. Holladay staff will participate in regional and statewide safety exercises in coordination with area police and fire.



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Internal Controls shall be developed to separate duties, provide security over assets and records, ensure periodic reconciliation and verification, and ensure proper authorization.

Procurement

Purpose:

The City of Holladay will purchase goods and services in a manner that ensures all such purchases are made fairly, equitably, efficiently, and economically and in the best interest of its residents. (Ord. 2016-28, 11-3-2016)

Policies:

This chapter applies to agreements for the procurement of supplies, services and construction entered into by the City. This chapter applies to every expenditure of public funds by the City for public purchasing, irrespective of the source of the funds. Any expenditure involving Federal funds shall comply with applicable Federal law and regulations. Nothing in this chapter shall prevent the City from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.

The City may take any action with respect to purchasing, bidding and contracting that is in the best interest of the City, including rejecting any bid from a bidder in an adverse position to the City in the present, pending or threatened litigation. The City may also reject a nonresponsive bid, and may reject bids when the City's interest will be served, unless this rejection would be contrary to existing law or be considered arbitrary. Finally, the Holladay may waive or modify requirements within a particular bid process when it is in the best interest of the City, and when it is consistent with mandatory applicable legal requirements and fair and equitable practices. (Ord. 2016-28, 11-3-2016)

The City Manager may act as the Purchasing Agent. The City Manager may delegate authority to purchase certain supplies, services or construction items to other City officials, if the delegation is necessary for the effective procurement of those items. The City Manager may designate a Purchasing Agent whose duties include procurement, soliciting bids and proposals, advising City departments regarding procurements, maintaining a bidders' list and vendor files, as well as records needed for purchasing. Responsibility rests with employees who purchase goods and services, department directors, and the City Manager.



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The purchasing agent or any department or division may prepare, file or amend specifications, requisitions or quantity estimates for supplies and services.

Additional Procurement Policy can be found in Chapter 2.11 of the Holladay City Code.

Cash Receipting and Deposit

Purpose:

Cash receipting and deposit policy establishes a uniform control design for all departments of Holladay that receive cash.

Policies:

The City of Holladay has established cash receipting and deposit policies to ensure all cash received is handled transparently and appropriately. Guidelines have been set for the handling of checks as well. Departments handling cash are required to track and confirm all cash and check amounts received and deposited.

When the city receives a check, it will first confirm the amounts. Third party checks, illegible checks, checks over 180 days old, and checks in a foreign currency will not be accepted. Should any check be suspicious, the bank will be contacted to verify its authenticity. All business licenses or building permits will have the permit/business number on the check. All deposits will be recorded into financial system software.

In compliance with Utah State Law, receipts will be collected daily and deposited at the bank every three days. All tracking of cash deposits and receipts will be conducted by the City staff, in a multi-stage system which distributes responsibility to multiple staff members to support separation of duties, transparency, and accuracy.

Investment

Purpose:

Establish an effective delineation of responsibilities and internal controls for the safekeeping and investment of the City of Holladay monies. Investments shall be made with the judgment and care, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.



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Policies:

All funds will be invested in accordance with the most recent revision of the Utah Money Management Act. The primary objectives of investment activities in order of priority shall be safety, liquidity, and yield:

- **Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- **Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.
- **Yield:** Return on investment is of secondary importance compared to safety and liquidity objectives described above.

Credit Card Payment

Purpose:

The purpose of this policy is to define the guidelines for accepting and processing credit cards and storing personal cardholder information. The policy will help ensure that cardholder information supplied to the City of Holladay is secure and protected.

Policies:

This policy applies to all City of Holladay employees receipting credit card transactions. The policy pertains to all departments that process, transmit, or handle cardholder information. The cardholder information may be in a physical or electronic format. These policies ensure all credit card information provided to the city is kept safe.

The City of Holladay will accept credit cards for a specified list of transactions, except those that are prohibited by law. The City will not give cash advances on credit cards, nor will it accept partial payments with credit cards. If a credit card is used, the amount due must be paid in full. Credit cards can be used to pay off the amount of a returned check. Cards must be signed by the person named on the face of the card. In the case of corporate/company cards, the City can accept appropriate corporate identification, such as a photo ID in the company name or similar identification for signees. Credit card payments will not be accepted over the phone or by mail due to high cost and high risk. Certain credit cards may not be accepted depending on the platform.

Refund requests are submitted and reviewed individually by the City Finance Director to determine refund eligibility. Partial or full refunds may be determined appropriate for room or facility rental



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deposit returns, canceled permit applications, or over-payment. Valid refunds will be credited to the credit card account used for the initial transaction.

All employees that process, transmit, or handle cardholder information are required to read the policy and will adhere to its requirements. Department supervisors are responsible for providing this policy to its card handling employees and providing training on the use of devices and security of credit cards and related physical cardholder data.

If the City becomes aware that a customer's credit card number or card processing device has been compromised, the City will notify individuals involved immediately. The City will contact the City's merchant bank, law enforcement and other involved associations as necessary to remediate the loss of important information.

City Issued Credit Cards

Purpose:

This credit card policy outlines the proper use and management of city-issued credit cards to ensure accountability, transparency, and compliance. It establishes guidelines for authorized expenditures, approval processes, and documentation requirements to prevent misuse and maintain financial integrity.

Policies:

Employees must complete the Credit Card Acceptance Agreement, acknowledging they have read and understand the City's credit card policies and procedures. Cardholders are responsible for securing their credit card, using it only for authorized business purchases, and maintaining proper documentation, such as receipts, for all transactions. Unauthorized purchases or misuse of the card may result in severe consequences, including termination of employment.

Approved purchases may include office supplies, vehicle maintenance supplies, and certain travel expenditures, and prohibited purchases would include items like personal items, alcohol, gift cards, and capital equipment. The Finance Director is responsible for issuing cards, reviewing transactions for compliance, and handling payments and reconciliations. Cardholders must submit receipts and warrant requests for each transaction by the end of the statement period, and any disputes on transactions must be identified within 60 days.

Upon termination of employment, the cardholder's supervisor must collect the credit card and receipts and notify the Finance Director to close the account. In the case of a lost or stolen card,



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the employee must immediately report it to the Finance Director. Misuse of the credit card or failure to comply with the policy can result in personal liability for unauthorized charges and potential disciplinary actions, including termination.

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RESOLUTION No. 2025-06

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SALT LAKE
COUNTY FOR ELECTION SERVICES**

WHEREAS, the City of Holladay will hold elections in 2025 for some City elected officers;
and

WHEREAS, the City Recorder has recommended that the municipal election be conducted
by election officials of Salt Lake County (“the County”) and that such elections be conducted as
set forth in the attached Interlocal Agreement; and

WHEREAS, the County has the expertise and election equipment to provide such services
at a cost equal to or less than the City may be able to conduct the election; and

WHEREAS, the County has proposed an Interlocal Agreement to provide said election
services;

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, attached hereto as Exhibit A and incorporated herein by reference.
The Mayor of the City is hereby 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 ____ day of April, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

HOLLADAY CITY

For Municipal Election

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, on behalf of its County Clerk’s Office, Election’s Division (the “County”); and **HOLLADAY CITY**, a municipal corporation of the State of Utah (the “City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

B. Utah Code § 20A-5-400.1 permits the County to enter into interlocal agreements with local municipalities to conduct their elections.

C. The County desires to provide the services of its Clerk’s Office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2025 primary and general municipal elections.

D. The City desires to engage the County for such services.

AGREEMENT:

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

ARTICLE 1 — ELECTION SERVICES

1.1. Scope of Work. The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit “A.” Generally, the County shall perform the listed election functions as set forth in Exhibit “A” and as needed to ensure implementation of the City’s 2025 primary and general municipal elections, and shall furnish all materials, labor and equipment to

complete the requirements and conditions of this Agreement.

1.2. Cost. The City shall pay the County the actual cost of conducting its election. A good faith range of costs of such services (as well as any amount of pre-payment required by the County) shall be provided in Exhibit "B," and will be attached hereto and incorporated by reference. At the conclusion of the elections, the County shall provide the City with a final invoice in writing based on its actual expenses, and the City shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the overall costs of the election and shall provide the amount billed to the City for participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's actual costs of responding to such events, as set forth in the final invoice. The City acknowledges that the final invoice amount for these additional services may cause the total cost to the City to exceed the good faith range given to the City by the County.

1.3. Legal Requirements. The County and the City understand and agree that the City's 2025 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit "A." The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

1.4. Rank Choice Voting.

(a) The County and the City understand and agree that if the County provides services or resources to conduct an instant runoff voting election as described in sections 20A-4-603 and -604, UTAH CODE (2024) ("Rank Choice Voting"), the actual cost of administering such an election will be added to the City's invoice.

(b) If the City decides to hold a Rank Choice Voting election, then, in accordance with Utah Code § 20A-4-602(3)(a), it shall provide the Lt. Governor and the County with notice of its intent to use Rank Choice Voting as its selected method of voting, no later than April 30, 2025.

(c) The County reserves the right to refuse to conduct a Rank Choice Voting contest with more than 10 candidates. The City acknowledges that, if the County agrees to conduct a Rank Choice Voting contest where more than 10 candidates appear on the ballot, then voters may only rank up to 10 candidates. The City hereby assumes full risk and liability for, and agrees to indemnify and

hold harmless the County, its agents, officers and employees from and against, any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the City's decision to use Rank Choice Voting in a race involving more than 10 candidates. The County's exercise of such a right shall be effective immediately upon written notice to the City and shall not be construed as a breach of, or an event of default under, this Agreement, and said exercise shall be without any liability of, or penalty to, the County.

1.5. Independent Contractor.

(a) Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 12, 2025, and on November 4, 2025, certain decisions by the County referenced in Exhibit "A" may not be subject to review by the City. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing a consistent type, scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."

(b) The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections. The City agrees that the direction it gives the County under Utah Code § 20A-5-400.1(2)(a) and this Agreement shall likewise be in strict compliance with all such applicable laws. The County shall be under no obligation to comply with any direction from the City that is not demonstrably consistent with all applicable federal, state and county laws governing elections.

ARTICLE 2 —COVENANTS AND AGREEMENTS

2.1. Indemnification and Liability.

(a) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the "Immunity Act"). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Governmental Immunity Act or common law. Each Party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either Party to act as an agent for the other. Each of the parties hereto assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other Party or its agents, employees, or contractors.

(b) Indemnification. Subject to the provisions of the Governmental Immunity Act, the City agrees to indemnify, hold harmless and defend the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses, however allegedly caused, resulting directly or indirectly from, or arising out of: a) the City's breach of this Agreement; b) any negligent or wrongful act, error or omission of the City, its officers, agents and employees in the performance of this Agreement; or c) the City's actions, decisions or directions regarding election questions, problems, or legal issues. The City agrees that its duty to indemnify the County under this Agreement includes all attorney 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, or verdict paid or incurred on behalf of the County. The City further agrees that its indemnification obligations in this section will survive the expiration or termination of this Agreement.

(c) Insurance. Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

2.2. Election Records. The County shall be steward of records generated by The County such as, but not limited to, ballots, envelopes, affidavits, and cure documents, consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2024), and all other relevant local, state and federal laws. The City shall maintain and keep control of all other records created pursuant to this Agreement and from the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain its election records consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2024), and all other relevant local, state and federal laws.

ARTICLE 3 — MISCELLANEOUS

3.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

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

(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 separate legal entity is created by the terms of this Agreement.

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

(g) County and City Representatives.

(i) The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate the performance of the services under this Agreement.

(ii) The City designates Stephanie Carlson, its city recorder, as the City's representative in its performance of this Agreement. The City's representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

County Contact Information

Tom Reese
Elections Director
treese@saltlakecounty.gov
(385) 468-7425

Ann Stoddard
Admin/Fiscal Manager
astoddard@saltlakecounty.gov

City Contact information

Stephanie Carlson
City Recorder
SCarlson@cityofholladay.com
(801) 527-2454

3.2. Term of Agreement. This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire on February 28, 2026.

3.3. Termination. This Agreement may be terminated (with or without cause) by the County upon at least thirty-days prior written notice to the City. This Agreement may be terminated (with or without cause) by the City any time before April 30, 2025, upon written notice to the County. Upon any such termination, the following shall occur:

(a) the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of termination and based upon the dollar amounts for materials, equipment and services set forth herein;

(b) the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement;

(c) each party shall retain ownership of any property it owned prior to the date of this Agreement and the City shall own any property it created or acquired pursuant to this Agreement; and

(d) if any pre-payment is required by the County and has been paid by the City, then such amount shall be retained by the County as a non-refundable administrative fee to cover the County's actual costs of preparing for the City's elections.

3.4. Non-Funding Clause. Pursuant to Utah State law, the County appropriations lapse at the end of each fiscal year. County appropriations may also be altered at any time during the fiscal year. Consequently, if funds are not appropriated for a succeeding fiscal year to fund performance by the County under the Agreement, or if appropriations are withdrawn or otherwise altered, the Agreement shall terminate, effective upon written notice. 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 the City, its successors, or its assigns, as to this Agreement, or any portion thereof.

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

3.6. Notices. All notices required under this Agreement shall be made in writing and shall be sent via email.

3.7. Ethical Standards. The City 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 Utah Code § 17-16a-4 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 ordinance.

3.8. 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.

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

3.10. Time. The Parties agree 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 breach of this Agreement and shall be just cause for immediate termination by the County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

3.11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah 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 Salt Lake County.

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

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

3.14. 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.

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

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

3.17. 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

By: Lannie Chapman
Salt Lake County Clerk

Date: _____

Reviewed as to Form:

By: Adam Miller
2025.03.07
09:24:31 -07'00'
Deputy District Attorney

Date: _____

HOLLADAY CITY:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

City Recorder

Date: _____

Reviewed as to Form:

By: _____
City Attorney

Date: _____

Exhibit 'A'
2025 Municipal Elections
Scope of Work

The Municipality agrees to the consolidation of all elections administrative functions to ensure the successful conduct of multiple and simultaneous municipal elections, local district elections, and county elections. The County agrees to conduct vote by mail/consolidated polls (vote center) elections for the Municipality.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the Municipality recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the Municipality.

Services the County will perform for the Municipality include, but are not limited to:

- Ballot layout and design
- Ballot ordering, printing, and delivery
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election vote centers/early vote locations
- Vote by Mail administration
- Updating state and county websites
- Tabulating, reporting, auditing, and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailing required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and §20A-9-203)
- Direct payment of all costs associated with the elections including but not limited to software, hardware, supplies, printing, postage, vote-centers, drayage, training, and temporary staff hired to facilitate elections
- Storage and maintenance of records as per the Utah State Code 20A-4-202-3b(i)(b).
- Materials provided in English and Spanish as per U.S. C Section 203 of the Voting Rights Act, with exception of translation of additional ballot initiatives.

The Municipality will provide all voter education outreach related to Rank Choice Voting, if applicable.

The Municipality will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith range for budgeting purposes (Exhibit 'B'). Election costs are variable and are based on the Municipality's offices scheduled for election, the Municipality's number of registered voters, the number of jurisdictions involved, as well as any direct costs incurred.

The Municipality will be invoiced for its pro-rata share of the actual costs of the elections. In the event of a State or County special election being held in conjunction with a municipal election, the scope of services, associated costs, and the method of calculating those costs will remain unchanged.

Exhibit B 2025 Election Costs Holladay

Below is the good faith range of estimates for the upcoming **2025 Municipal Elections** for **Holladay**. Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/1/2025): 20,591
- B. Election for the offices below:
 - Mayor
 - Council District 1
 - Council District 3
- C. Other participating entities: both Primary and General election costs will fluctuate based on the number of participating entities. The cost for each entity in each election will rise as other entities decline participation in that election due to cancellation of contests, etc. The estimates below are premised on three scenarios with varying levels of election participation.

Cost Estimate

Description	Base Scenario (all entities participating in primary)	High Participation Scenario (~2/3 entities participating in primary)	Low Participation Scenario (~1/3 entities participating in primary)
Primary Election Cost	\$17,040	\$23,942	\$81,878
General Election Cost	\$41,233	\$46,749	\$46,745
Election Administration Fee	\$5,000	\$5,000	\$5,000
Ranked Choice Software Charge (if applicable)	[\$26,250 / # of participating entities]	[\$26,250 / # of participating entities]	[\$26,250 / # of participating entities]

Ranked Choice Software License Charge

- The Ranked Choice Voting Software License Charge will be billed to any entity electing to use ranked choice voting (RCV) as a voting method, regardless of whether or not the election contests use that method in the general election.
- The final software license charge for entities electing to use RCV will be determined after May 1st, 2025.
- The software license charge will be calculated by taking the full software cost (\$26,500) and dividing it equally by the number of entities that have elected to use RCV.
- The software license charge will be invoiced after May 1st, 2025. Fee must be paid within 30 days of the date of the invoice.

Fee Statements

- The Election Administration Fee (Admin Fee) will be billed after July 1st, 2025.
- All entities that wish to contract with Salt Lake County will pay the Admin Fee within 30 days of the date of the invoice.
- The Admin Fee will be applied towards each entity's billed amount for the 2025 election.
- If the Admin Fee exceeds the billed cost of the 2025 election, the excess amount will be applied towards the total election cost to reduce overall cost.
- Admin Fees will not be refunded.
- If a ballot measure appears on a general election ballot for a municipality or special district, that measure will be treated as a separate contest and will be billed to the municipality/district accordingly. A recount election will be addressed in the same manner.
- All billing will be based on actual costs.

CITY OF HOLLADAY

RESOLUTION No. 2025-07

**A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH
SALT LAKE COUNTY FOR TRAFFIC SIGNAL INSTALLATION**

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, the City of Holladay and Salt Lake County are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, the City desires to contract with the County for the installation of traffic signal equipment at the intersection of Murray Holladay Blvd and Chanin Vista Drive (1925 East), located within City boundaries; and

WHEREAS, the City Council of the City of Holladay desires to enter into the interlocal agreement with Salt Lake County for the installation of traffic signal equipment for the benefit of the residents of the City of Holladay;

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, attached hereto as Exhibit A and incorporated herein by reference. The Mayor of the City is hereby 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 ____ day of April, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

County Contract No. _____
District Attorney No. _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
CITY OF HOLLADAY
AND
SALT LAKE COUNTY
FOR
TRAFFIC SIGNAL INSTALLATION
*Murray Holladay Blvd, Chanin Vista Dr. (1925 East)***

THIS AGREEMENT ("Agreement") made pursuant to the Utah Interlocal Cooperation Act, by and between SALT LAKE COUNTY ("County"), a body corporate and politic of the state of Utah, and CITY OF HOLLADAY ("City"), a municipal corporation created under the laws of the State of Utah. The County and the City may be jointly referred to as the "Parties."

RECITALS:

WHEREAS, the Parties are local governmental units and are therefore authorized under the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A. 1953, as amended, to enter into agreements with each other which enable them to make the most efficient use of their powers; and

WHEREAS, the City desires to contract with the County for the installation of traffic signal equipment at the intersection of Murray Holladay Blvd, Chanin Vista Dr. (1925 East), the "Site", located within City's boundaries; and

WHEREAS, the County is willing to enter into such an agreement, and to install the equipment as requested by City.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. PURPOSE. The County, through its Public Works Department, Operations Division, shall be responsible for all matters pertaining to the installation of and improvements to the traffic signal located at the Site and will provide the necessary labor, equipment and materials for said installation, as set out in the Scope of Work, attached hereto as EXHIBIT A and incorporated by reference. Work shall be performed by County to existing County standards for traffic signals on County's public roads. This Agreement governs the County's above installation as set out in the Scope of Work.

2. DURATION. The term of this Agreement shall begin upon execution and shall expire on December 31, 2025.

3. OWNERSHIP. Upon installation, the equipment shall be owned by the City.

4. FINANCING AND PAYMENT. The City shall pay for the services and materials necessary to complete the work set forth in EXHIBIT A. The estimated total cost of completion is \$289,237.00, including estimated boring costs.

A. If boring services are required for this project, County shall inform City if the actual cost will exceed the estimated cost before commencing work on the project. If actual costs for boring services exceed reasonable expectations, City may elect to terminate the Agreement by providing County with written notice of that decision before work commences on the project. Boring costs for this project are estimated at \$80,000.00.

B. Upon completion of the services each month, the County shall send to City an invoice for the services which the City agrees to pay within thirty (30) days.

5. LIABILITY. The City and the County are governmental entities under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own

wrongful or negligent acts which are committed by it or by its agents, officers or employees.

Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

6. INDEMNIFICATION. Each Parties agrees to indemnify and hold the other, its agents, officers, and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), that directly result from the performance of this Agreement, but only to the extent the same are caused by any negligent or wrongful act or omission of the indemnifying party, its officers, agents, and employees.

7. 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.

8. TERMINATION. This agreement may be terminated (with or without cause) by either party upon at least ninety (90) days prior written notice to the other party. Payment shall be made for all work performed prior to termination.

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

If to Salt Lake County:	Salt Lake County Public Works Operation Division Director 604 West 6960 South Midvale, Utah 84047
-------------------------	--

If to the City:	Holladay Public Works Department
-----------------	----------------------------------

Attn: Jared Bunch
4580 S 2300 E
Holladay UT 84117

9. AGENCY. No agent, employee or servant of the City 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, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. The County acts as an independent contractor and is not an employee or agent of the City.

10. 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 part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

11. NO OBLIGATIONS TO THIRD PARTIES. The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

12. GOVERNING LAW. The laws of the State of Utah govern all matters arising out of this Agreement.

13. 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.

14. COUNTY ETHICAL STANDARDS. The City represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this 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 set forth in State statutes or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; 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 statutes or Salt Lake County ordinances.

15. NO OFFICER OR EMPLOYEE INTEREST. It is understood and agreed that no officer or employee of County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer or employee of City or any member of their families shall serve on a County Board or Committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises City's operations, or authorizes funding or payment to City.

16. INTERLOCAL COOPERATION ACT. In satisfaction of the requirements of the Interlocal 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; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

17. ENTIRE AGREEMENT AND AMENDMENT. This agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express or implied, shall be binding upon the Parties. No amendment to this agreement shall be effective unless made in writing and signed by the parties.

///

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this agreement to be duly executed on the _____ day of _____, 2025.

SALT LAKE COUNTY

CITY OF HOLLADAY

By: _____
Mayor or Designee

By: _____

Name: _____

Title: _____

Departmental Approval:

By: _____
Scott Baird,
Public Works Director

ATTEST:

Date: _____

Division Approval:

By: _____
Steven Kuhlmeier,
Division Director

City Recorder

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Deputy District Attorney



City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

Attention Jared Bunch, Holladay City.

Traffic Signal Rebuild/Installation at Murray Holladay Chanin Vista Dr. (1925 East).

- To be completed by December 31, 2025
- Total cost \$209,237.00 for signal build
- Boring Cost Estimate \$80,000.00.

Description of work to be performed:

1. Install traffic signal foundations and uprights. (4)
2. Install steel mast arms and one street light extension.
3. Pull and connect wire all traffic signal and streetlight wire.
4. Install streetlight extensions with cobra heads on N/W and N/E uprights.
5. Install power service pedestal.
6. Install pedestrian signals and APS push buttons.
7. Install concrete junction boxes.
8. Install traffic signal heads.
9. Install traffic signal control box.
10. Install radar detection.
11. Install bored conduits.
12. Remove all old signal steel and traffic signal equipment.

Total cost \$289,375.50 Estimate.

Upon installation of and improvements to the signal, the signal shall be owned by the City and maintained by the County. The traffic signal will be added to the current Traffic Signal Maintenance Agreement between the parties.

Determination of signal phasing and timing shall be the responsibility of the City. Prior to the County activating the signal, the City shall approve in writing the phasing and timing of the signal. Any changes related to signal phasing, timing, or other modification of the signal shall be initiated and approved in the writing by the City's traffic engineer or other authorized engineering representative prior to the County implementing the change.

CITY OF HOLLADAY

RESOLUTION No. 2025-08

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SALT LAKE
COUNTY FOR TOURISM, RECREATION, CULTURAL, CONVENTION AND AIRPORT
FACILITIES TAX ACT FUNDS**

WHEREAS, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, the City of Holladay and Salt Lake County are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, the County receives Tourism, Recreation, Cultural, Convention And Airport Facilities Tax Act Funds (“TRCC Funds”) which may be used for the development, operation, and maintenance of publicly owned recreation, cultural, or convention facilities; and

WHEREAS, the City has requested TRCC Funds to help fund a theater consultant to provide renovation design services for the Holladay City Hall Auditorium; and

WHEREAS, the County has provisionally awarded grant funding to the City for the requested purposes; and

WHEREAS, the City Council of the City of Holladay desires to enter into the interlocal agreement with Salt Lake County for TRCC Funds for the benefit, peace, and comfort of Salt Lake County and City of Holladay residents;

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, attached hereto as Exhibit A and incorporated herein by reference. The Mayor of the City is hereby 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 ____ day of April, 2025.

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 ____

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of April, 2025.

RECORDED this ____ day of April, 2025.

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 fund the project described in its City of Holladay application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund a theater consultant to provide renovation design services (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 **TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00)** to City from its 2025 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, 2027**. 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, 2027**, 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://www.saltlakecounty.gov/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, 2027**. 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://www.saltlakecounty.gov/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2025; December 31, 2026; and June 30, 2027**.

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)-days' 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 acceptance of the final project status report. 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: _____, 2025

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director

Dated: _____, 2025

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: _____, 2025

Attest:

_____, City Recorder
Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 2025

Salt Lake County
Community Services
TRCC

TRCC 2024 Support Program Application (2025 County Fiscal Year)

Deadline: 6/16/2024

Holladay City Hall Auditorium Renovation Design CFSP

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

USD\$ 22,500.00 Requested

Submitted: 6/13/2024 8:21:41 AM
(Pacific)

Additional Contacts

none entered

Holly Smith
4580 S 2300 E
Holladay, UT 84117
United States

hsmith@cityofholladay.com
Tel: 801-272-9450

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 #13.

Project Overview

1. Please select one of the following:

- ☒ New project
☐ Additional funds for a current project

2. 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)

3. 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

4. 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 31,500 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 City Council and staff are actively pursuing the implementation of projects and programs to support the City's vision and general plan. Current programs include an annual outdoor concert series, creative aging programs for seniors, visual arts programs, staged performances, community festivals, and more.

Future city goals include enhancing and diversifying 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 2024-2025 are implementing the Historical Exhibit Experiences Project and expanding partnerships with other organizations to bring more visual, performing arts, and cultural programs to Holladay. While the city's primary audience is their community, the city hall building and the events held there see significant use from residents of neighboring cities.

5. 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, and cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

The City of Holladay proposes to engage a theater consultant to develop plans and renderings to renovate the existing Holladay City Hall auditorium into a modern, safe, accessible, efficient, and flexible arts and cultural community space.

Originally constructed in 1928, Holladay City Hall was a public elementary school that served the community for over seven decades. In the early 2000s, the City purchased the property from Granite School District and repurposed it as City Hall. The building is located in the heart of the community at 4580 S 2300 E, adjacent to a popular public park, transit access, historic commercial district, and bike routes. City Hall is constructed of unreinforced masonry and has other structural issues that pose a life safety risk during earthquakes. City officials are proposing seismic upgrades that will allow the building to continue to serve the public for the next 25+ years without the need for an expensive rebuild. Holladay has applied for a federal grant and other funding programs to cover the costs of the seismic upgrades of the building.

The nature of the seismic upgrades to Holladay City Hall provides an opportunity to renovate other areas of the building to meet the current and future needs of the public. The renovation of the existing auditorium falls under this effort. The venue is currently home to Holladay's fine arts show, tiny art show, children's theater, history night, speaker series, art receptions, visiting exhibits, staged readings, dance recitals, musical performances, and other events. Its current state is relatively unchanged since its original days as an elementary school cafeteria and auditorium, or "cafetorium" less the child-sized lunch tables. The project will ultimately transform the aging auditorium into a modernized venue. The proposed renovation plan will continue to support and expand a variety of arts and cultural offerings hosted at Holladay City Hall.

The renovation design project will kick off in early 2025 and take about 10 months to complete at a cost of \$25,000.

6. How does your project align with the specified TRCC support program category you selected in Question 2? 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.

"Reflect and address the current and future needs of communities throughout the County." The proposed design meets the 2020 County Arts & Culture Master Plan's recommendation to consider the types and sizes of facilities to meet future needs. The Holladay auditorium is one of the only venues of its size in the County and on the east bench.

"Value the needs of individual artists and non-profit arts organizations across all artistic disciplines." The proposed project will augment the Holladay Arts Council's purpose, which centers on serving diverse groups of children, students, seniors, artists, non-artists, and businesses while supporting a variety of

individual artists and artistic disciplines.

“Only support projects which demonstrate readiness, feasibility, and sustainability.” Holladay is working with an architect, structural engineer, and construction estimator to prepare for the seismic upgrade and renovation of Holladay City Hall. The theater consultant’s design work for the auditorium will complement these ongoing efforts.

“Support projects which address the need to maintain and upgrade existing facilities as well as to construct new facilities.” The Holladay auditorium is an existing venue that can continue to serve the community and meet future demands for the next 25+ years with strategic renovation, which is considerably more cost-effective than the construction of a new facility.

“Support projects which enhance the ability of arts and cultural organizations to improve, expand and sustain programming.” The renovation design will address ADA accessibility, rehearsal space, improved parking, reconfigured stage, and equipment needs to sustain and expand programming.

“Utilize cultural facilities as a tool for the sustainable cultural and economic development of the County.” Located within an adapted former elementary school, the proposed renovation is less material-intensive and creates less waste than new construction. The venue is within Holladay’s historic commercial district, contributing to the vitality of businesses and generating sales tax.

“Encourage projects that foster collaboration, regional partnerships, and shared funding.” The renovation design will support collaboration and partnerships by adding equipment and features to support new programs while generating new revenue streams for the City.

“Increase access and equity for artists and art organizations, especially by collaborating across local arts agencies to develop public art programs to support individual artists.” The County’s Arts & Culture Master Plan noted the lack of space for visual arts. The auditorium is a visual arts space to support individual artists, which will be augmented by the proposed project.

“Foster spaces dedicated to creating and developing new work, such as multi-use rehearsal facilities and maker spaces.” The proposed renovation design will consider elements to support new work and create much-needed rehearsal space.

7. Please provide evidence of local support and community need justifying this project. (Lessees of government-owned facilities must provide landlord's written consent for construction/implementation of proposed improvements.)

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 proposed project has notable local support, including, Excellence in the Community, Holladay Arts Council, and Holladay Historical Commission. Please see the letters of support included in this application.

Additionally, a sampling of press coverage of past events held in the Holladay City Hall auditorium is included with this application. The news articles highlight the variety of arts and culture programs currently hosted at the venue. Holladay aims to build upon past success and expand offerings as a result of the proposed renovation design.

List of article titles included:

- Fifth annual Holladay History night draws large crowd
- Holladay Arts’ Page to Stage program gives kids a creative performing experience
- Holladay Fine Art Show celebrates artistic excellence in the community
- Holladay History Night returns after two-year absence
- Magician Paul Draper mystifies audience with impossible feats of mentalism and magic
- Tiny Art Exhibit showcases the world of miniature art

8. Please provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Include attendance data.

The Holladay City Hall Auditorium is right-sized to the capacity and needs of the organization and the community. The space hosts a variety of programs, and in a fully seated auditorium layout, it can currently accommodate up to 250 people comfortably. The venue's events are well-attended and popular. Holladay anticipates that the proposed renovation design project will further enhance existing events and programming while fostering the expansion of offerings and supporting new partnerships and opportunities for collaboration. Below is a sample of event attendance held within the auditorium in the last 12 months.

- Fine Art Show featured 228 artists at event and venue capacity
- Visual Art Shows attendance of 1,737 people
- Wreath-making class at full registration capacity
- Holiday Concert at full venue capacity
- Historical Commission Preservation Month Speaker Series at full venue capacity
- Children's Theater sign-up hit maximum participant capacity within an hour of release
- #25 musical and dance recitals hosted at the venue in the past 12 months

Photographs are included in this application's attachments to provide visual evidence of attendance at a sampling of past events. Included photos:

- Holiday Concert
- Wreath-making Class
- Fine Arts Show Opening Reception
- Preservation Month Speaker Series
- Children's Theater

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

The proposed renovation design aligns with the City of Holladay Mission Statement, which emphasizes a commitment 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."

More specifically, the project supports Holladay's core values:

- (1) Community - Our public communication, events and resources support our residents and businesses and the tight-knit community that we create.
- (2) Preservation - We're committed to preserving our charm and iconic features and celebrating our rich history of people, places, and stories.
- (3) Efficiency - We use resources responsibly and deliver high-quality, efficient, responsive, and cost-effective public services.
- (4) Responsible Growth - Our growth is culturally diverse, economically viable, and environmentally sustainable; we do this through thoughtful land use development and well-maintained public assets.
- (5) Quality of Life - We support the exceptional quality of life that is a hallmark of our community. We take pride in our unique neighborhoods, history, culture, high-quality schools, and stunning tree canopy. Our natural environment, open space, arts, cultural offerings, and civic amenities work together to make our City an exceptional and safe place to live, work, and play.

10. 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 will 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's General Fund will provide the local match commitment, which are secured dollars. No unsecured project funding sources are anticipated as part of this project. Holladay has received prior TRCC awards and is experienced in managing the cash flow and reimbursement process for projects of a similar magnitude. 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.

11. Document your ability to raise additional project funds.

Given the scale of the proposed renovation design, the City does not anticipate a need for additional project funds at this time.

Project Details

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

The proposed renovation design project will have minimal impact on the city's finances. All future upkeep of the eventual construction and purchase of new equipment that is yet to be identified by the plan will fall under the category of routine City Hall maintenance. These project components are expected to have a lifespan of 25 or more years. This project will have an eye toward sustainability and manageable costs to the City.

13. Please specify the 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

14. Type of consulting services

Theater Consultant

15. Goals and objectives of consulting services

The project is to include improvements to an event and performance space that was formerly an elementary school "Cafetorium", as part of a larger building-wide seismic retrofit effort. The total construction budget is to be determined in this Design phase. The theatrical spaces will include a flat floor assembly hall / event space, raised performance platform, new main audience entry, and improvements as possible to adjacent spaces for performer support and rehearsal usage.

The project objectives include but are not limited to:

- (1) Enhance the continued success of events and programs currently hosted at the auditorium.
- (2) Support opportunities to form new partnerships and collaborations to expand events and programs.
- (3) Improve ADA and general venue accessibility and controlled access.
- (4) Increase the art patron and artist experience.
- (5) Incorporate modern practices and equipment to maximize utilization.

16. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).

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

The architect for the greater Holladay City Hall Seismic Retrofit and Renovation project has prepared preliminary concepts for the new auditorium entrance, ADA accessibility, improved patron parking, landscaping, and exterior signage. The proposed plan will focus on refining these elements and providing renderings and detailed recommendations for the interior auditorium renovation. The scope of work for this design phase will include but is not limited to the following:

(1) Architectural and Engineering Guidance, including program verification, adjacency and dimensional planning; performer and technical circulation; technical areas and stage configurations; and structural, mechanical, electrical, and piping criteria for production operation and systems accommodations.

(2) Theatre Production Systems Documentation, including planning, criteria, design, and oversight of typically installed production systems, like rigging, lighting control, and audio visual systems.

(3) Theatre and AV Loose Equipment (FF&E) estimate includes planning, criteria, design, and oversight. The typical loose equipment package entails stage draperies, production lighting fixtures, portable AV equipment, and portable risers/chairs.

Anticipated Deliverables:

(1) Design Progress, Design Development, and Detail Development for Theatrical and AV drawings.

(2) Engineering Accommodations Recommendations Report and Related Drawing Set Review.

(3) Production Systems Budget Recommendations and Project Estimate Review.

(4) Meetings and related travel during the Design Phase of the project.

The project is anticipated to take 10 months to complete with an estimated project completion date of December 1, 2025.

17. Payment schedule for the work and expenses.

☒ I have uploaded a detailed project budget by a qualified professional to the Documents tab.

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

-answer not presented because of the answer to #13-

19. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).

-answer not presented because of the answer to #13-

20. 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.

-answer not presented because of the answer to #13-

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

-answer not presented because of the answer to #13-

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

-answer not presented because of the answer to #13-

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

-answer not presented because of the answer to #13-

24. Type of tourism promotion services

-answer not presented because of the answer to #13-

25. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #13-

26. Scope of Work, including key project components, expected deliverables, timeline, and estimated project completion date (if approved).

-answer not presented because of the answer to #13-

27. Payment schedule for the promotional work and expenses

Documents [top](#)

Documents Requested *

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

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

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)

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)

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

Required? Attached Documents *



[Holladay Budget Worksheet](#)



[FY23-24 Holladay Budget Arts Fund](#)

[FY22-23 Holladay Budget Arts Fund](#)

[FY21-22 Holladay Budget Arts Fund](#)



[News Article Fifth annual Holladay History night draws large crowd](#)

[News Article Holladay Arts' Page to Stage program gives kids a creative performing experience](#)

[News Article Holladay Fine Art Show celebrates artistic excellence in the community](#)

[News Article Holladay History Night returns after two-year absence](#)

[News Article Magician Paul Draper mystifies audience with impossible feats of mentalism and magic](#)

[News Article Tiny Art Exhibit showcases the world of miniature art](#)

[LoS Holladay Arts](#)

[LoS Historical Commission](#)

[LoS Excellence in the Community](#)

[Photo Dec 2023 Holiday Concert](#)

[Photo Dec 2023 Wreath Making Class](#)

[Photo March 2024 Fine Arts Show - Opening Reception](#)

[Photo May 2024 Preservation Month Speaker Series](#)

[Photo June 2024 Children Theater](#)

[Consultant Project Budget by Qualified Professional](#)

operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL):

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

CAPITAL PROJECTS (REQUIRED):

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

TOURISM PROMOTION (REQUIRED):

Detailed project budget

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TRCC Project Budget Worksheet

Project Summary:	
Total Project Budget	\$ 25,000.00
Total Funding Sources	\$ 2,500.00
County Funding Requested	\$ 22,500.00
Projected Surplus/(Deficit)	\$ -

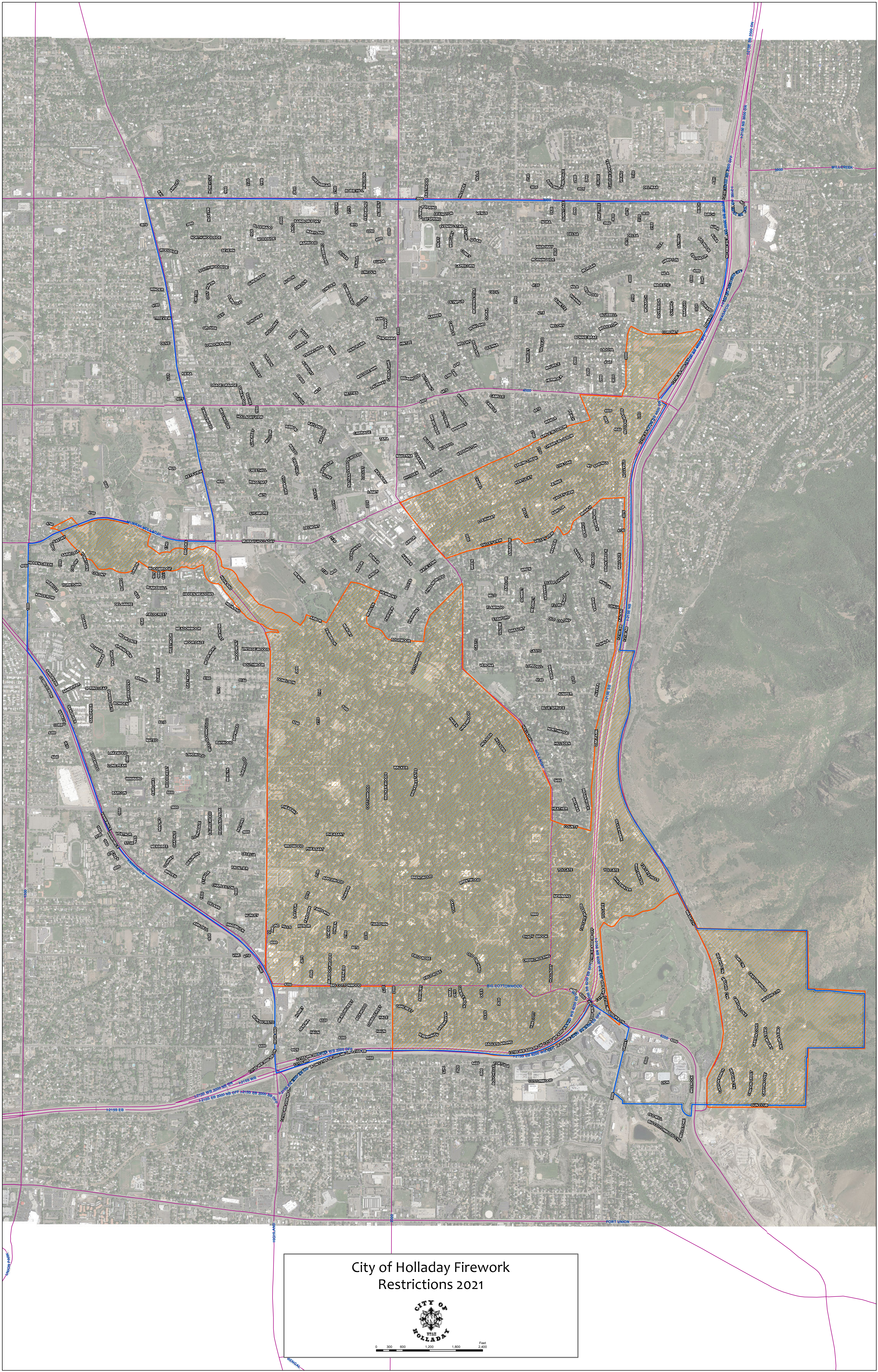
Date:	June 12, 2024
Project Name:	Holladay City Hall Auditorium Renovation Design CFSP
Applicant Name:	City of Holladay
Contact Name:	Holly Smith
Contact Email:	hsmith@cityofholladay.com

Project Budget:

	Projected Cost	Detail
Consultant	\$ 25,000.00	Theather consultant to provide renovation design services
Total Project Budget	\$ 25,000.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 2,500.00		\$ 2,500.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Total Funding Sources	\$ 2,500.00	\$ -	\$ 2,500.00	



City of Holladay Firework Restrictions 2021



0

300

600

1,200

1,800

2,400

Feet

ALL AREA EAST OF I-215 INCLUDING THE FREEWAY RIGHT-OF-WAY with the exception of Old Mill Golf Course, the Park-N-Ride, and the Millrock area. This area runs from the north-east corner of the City at 3900 South to 6200 South. All I-215 UDOT property, including the western upward slope leading up to I-215, including Stratton Park is part of this area. Residential areas include the Heughs Canyon Subdivision (all streets east of Wasatch Blvd.), and the Tolcate Hills area east of the freeway (Tolcate Lane, Silver Hawk Drive, Whitewater Drive, Whitewater Circle, and Tolcate Hills Drive).

COTTONWOOD AREA

This takes in much of the south end of the City within the following borders: Beginning at the south border of the City of Holladay at 2300 East and I-215, continuing north along 2300 East to Big Cottonwood Road (6200 South), following Big Cottonwood Road west to Highland Drive, following Highland Drive north to Arbor Lane, following Arbor Lane east and north to Viewmont Street, following Viewmont Street east to Marilyn Drive, following Marilyn Drive south and east to Edgemoor Drive, following Edgemoor Drive east to Cottonwood Lane, following Cottonwood Lane north to Holladay Blvd., following Holladay Blvd. south to 6200 South, following 6200 South east to I-215, following I-215 west along the south border of the City of Holladay to 2300 East, and including the full boundary of Knudsen Park.

SPRING CREEK.

The area bounded by I-215 on the east and Holladay Blvd. on the west, with Valley View Drive merging into Branch Street on the south and Murray Holladay Road merging into Apple Blossom Lane, and then extending to 4430 South east of Wallace Lane on the north, all surrounding Spring Creek.

BIG COTTONWOOD CREEK and CREEKSIDE PARK

This area includes all areas bounded by Cottonwood Lane on the east and Murray Holladay Road on the west, and within 200 feet of the center of Big Cottonwood Creek and all areas within the borders of Creekside Park (Frisbee Park) and also includes the Wasatch Waldorf Charter School.

NEFF'S CREEK

The area east of 2700 East bounded by Morningside Drive and Morningside Cir on the north and Nila Way on the south, extending east to Lisa Drive. Includes any area within one hundred feet of the center of Neff's Creek between Lisa Drive and Shanna Street. Neff's Creek is located just north of Nila Way in the northeast corner of the City.

OLYMPUS HILLS PARK

This includes all areas within the borders of Olympus Hills Park and 3080 E and Coronet Street on the north.

COUNTY ROAD AREA

This area includes property east of Holladay Blvd. and west of the I-215 freeway and bounded by County Road on the north and 6200 South on the south.

TITLE 2

GOVERNMENT

CITY COUNCIL 2.01
MAYOR 2.02
ELECTION AND QUALIFICATION 2.03
LEGISLATION 2.04
CONSTITUTIONAL TAKING ISSUES 2.05
CITY MANAGER 2.06
APPOINTED OFFICERS 2.07
COMMITTEES 2.08
EMPLOYEE APPEALS HEARING OFFICER 2.09
GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT 2.10
PROCUREMENT 2.11

CHAPTER 2.01

CITY COUNCIL

SECTION:

2.01.010: Governing Body
2.01.020: Election To Office
2.01.030: Powers And Duties
2.01.040: Meetings
2.01.050: Open Meetings Law
2.01.060: Notice Of Meetings
2.01.070: Agenda
2.01.080: Minutes And Recordings
2.01.090: Mayor Presides
2.01.100: Quorum
2.01.110: Voting
2.01.120: Reconsideration
2.01.130: Summary Action
2.01.140: Rules Of Order And Procedure
2.01.150: Attendance
2.01.160: Disorderly Conduct
2.01.170: Required Attendance Of Witnesses And Production Of Evidence
2.01.180: Council Committees

2.01.010: GOVERNING BODY:

The governing body of the city of Holladay ~~City~~ shall be a six (6) member council consisting of five (5) council members elected from districts of the city and the mayor, who shall be

elected at large. Districts shall be constituted as determined by ordinance of the city council. The council is hereinafter referred to as the "city council". ~~{Ord. 2016-09, 5-26-2016}~~

2.01.020: ELECTION TO OFFICE:

The mayor of the city shall be elected in an at large election. Council members shall be elected from geographic districts of the city. The five (5) council districts shall be substantially equal in population. A council member must be a qualified elector residing in the district from which he or she is elected. The term of office for the mayor and council members shall be four (4) years, except when the term may be shorter by virtue of an appointment to fill a remaining term. ~~{Ord. 2016-09, 5-26-2016}~~

2.01.030: POWERS AND DUTIES:

The city council is the legislative body of the city and shall exercise the legislative powers and perform the legislative duties and functions of the city and may perform such other functions as may be specifically provided or necessarily implied by law. ~~{Ord. 2016-09, 5-26-2016}~~

2.01.040: MEETINGS:

- A. Regular Meetings: The city council shall hold regular meetings to conduct the business of the city at least once each month and shall prescribe by ordinance the time and place for holding its regular meetings. ~~In general, regular meetings of the city council will be held on the first three (3) Thursdays of each month at the offices of the city.~~ The city council shall prepare and provide notice of its annual meeting schedule in accordance with applicable law.
- B. Special Meetings: If at any time the business of the city requires a special meeting of the city council, such a special meeting may be ordered by the mayor or any two (2) council members. Notice of the special meeting shall be provided in accordance with the provisions of the Utah open and public meetings act and Utah Code Annotated section 10-3-502, as amended. The order of the special meeting shall be entered into the minutes of the city council.
- C. Closed Meetings: The affirmative vote of at least two-thirds (2/3) of the city council present at an open meeting for which notice is given and a quorum is present may call a closed meeting to discuss certain items as provided under Utah Code Annotated section 52-4-205, as amended. The reason or reasons for holding a closed meeting and the vote, by name, of each member of the city council, either for or against the motion to hold the closed meeting, shall be entered on the minutes of the meeting. No ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting.

D. Electronic Meetings: The city council may convene and conduct an electronic meeting in accordance with the provisions of Utah Code Annotated section 52-4-207, as amended. The city council shall establish and adopt written rules and procedures governing such electronic meetings. ~~{Ord. 2016-09, 5-26-2016}~~

2.01.050: OPEN MEETINGS LAW:

All meetings of the city council shall be open to the public, except closed meetings, and shall be conducted in accordance with the open and public meetings act as set forth in Utah Code Annotated section 52-4-101 et seq., as amended. ~~{Ord. 2016-09, 5-26-2016}~~

2.01.060: NOTICE OF MEETINGS:

The city shall give public notice at least once each year of its annual meeting schedule, ~~as per public noticing provisions provided in Appendix C: "Noticing Requirements" of Title 13.~~ Notice of the agenda, date, time and place of each of its meetings, other than emergency meetings, shall be in accordance with Utah Code Annotated sections 52-4-202, as amended, and 63F-1-701, as amended, regarding postings on the Utah public notice website. ~~{Ord. 2016-09, 5-26-2016; amd. Ord. 2021-18, 8-5-2021}~~

2.01.070: AGENDA:

A written agenda for each regular meeting shall be prepared by the city manager or his or her designee and approved by the mayor or mayor pro tempore in the mayor's absence. Any two members of the city council may request that one or more items be placed on the agenda. Each agenda shall provide reasonable specificity to notify the public as to the topics to be considered at the public meeting and topics discussed at the meeting shall comply with applicable provisions of Utah Code Annotated section 52-4-202, as amended. ~~{Ord. 2016-09, 5-26-2016}~~

2.01.080: MINUTES AND RECORDINGS:

Except as otherwise provided by law, written minutes and a recording shall be kept of all meetings of the city council in accordance with the provisions set forth in Utah Code Annotated sections 52-4-203 and 206, as amended, and shall be presented to the city council for review, correction and approval. The city council shall establish and implement procedures for approval of written minutes of its meetings. ~~{Ord. 2016-09, 5-26-2016}~~

2.01.090: MAYOR PRESIDES:

The mayor shall be the chairperson and preside at the meetings of the city council. In the absence of the mayor or because of his or her inability or refusal to act, the city council may elect a member of the city council to preside over the meeting as mayor pro tempore in accordance with the procedures set forth in chapter 2.02 of this title. ~~{Ord. 2016-09, 5-26-2016}~~

2.01.100: QUORUM:

No action of the city council shall be official or of any effect except when a quorum of the council members are present, provided, that fewer than a quorum may adjourn a meeting. The number of council members necessary to constitute a quorum is four (4). ~~{Ord. 2016-09, 5-26-2016}~~

2.01.110: VOTING:

- A. How Taken: A roll call vote shall be taken and recorded for all ordinances, resolutions, and any action which would create a liability against the city and in any other case at the request of any member of the city council by a "yes" or a "no" vote. Every resolution or ordinance shall be in writing before the vote is taken. A written resolution or ordinance may be amended by oral motion.
- B. Number Required: The minimum number of "yes" votes required to pass any ordinance, resolution, or to take any action by the city council, unless otherwise prescribed by law, shall be a majority of the voting members of the city council without considering any vacancy in the city council. Any ordinance, resolution, or motion of the city council having fewer favorable votes than required herein shall be deemed defeated and invalid. Notwithstanding the foregoing, a council meeting may be adjourned by a majority vote of the council even though the majority is less than required herein, and a majority of the council members, regardless of number, may fill any vacancy in the council as provided in Utah Code Annotated section 20A-1-510, as amended. ~~{Ord. 2016-09, 5-26-2016}~~

2.01.120: RECONSIDERATION:

Any action taken by the city council shall not be reconsidered or rescinded at any special meeting unless the number of members of the city council present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved. ~~{Ord. 2016-09, 5-26-2016}~~

2.01.130: SUMMARY ACTION:

When two (2) or more agenda items for a city council meeting are determined by the city manager to be of a routine nature, such items may be placed upon a summary action calendar on the agenda. The summary action calendar may be voted upon by the council as one matter and shall have the same effect as if a separate vote on each summary action calendar item was taken. Prior to a final vote on the summary action calendar, any member of the city council may request to take any or all items on the summary action calendar off the summary action calendar for discussion, debate or question. Any question, debate or discussion regarding an item on the summary action calendar, except in the nature of clarification or brief explanation of the content of an item, shall require a request to remove the item from the summary action calendar. No items requiring a public hearing shall be placed on the summary action calendar. ~~{Ord. 2016-09, 5-26-2016}~~

2.01.140: RULES OF ORDER AND PROCEDURE:

- A. Adoption Of Rules: Pursuant to Utah Code Annotated section 10-3-606, as amended, the city council shall adopt rules of order and procedure governing public meetings of the city council ("rules of order and procedure"). All public meetings of the city council shall be conducted in accordance with the adopted rules of order and procedure. The rules of order and procedure shall be made available to the public at each public meeting of the city council and on the city's website. Members of the city council are elected officers within the meaning of the Utah municipal officers' and employees' ethics act, as set forth in Utah Code Annotated section 10-3-1301 et seq., as amended. City council members shall comply with the provisions of the ethics act in all matters pertaining to the city and in public meetings of the city council.
- B. Civil Discourse: Remarks and comments made in public meetings of the city council should be relevant to the matters before the city council. Speakers should speak in an audible and clear tone and refrain from attacking city council members or others or their motives. City council meetings should be conducted in a courteous manner to promote an atmosphere in which all points of view may be expressed and heard. Council members should not interrupt other members during discussion and debate. Remarks should be addressed through the mayor ~~who shall allow reasonable opportunity for all points of view to be expressed. (Ord. 2016-09, 5-26-2016)~~

2.01.150: ATTENDANCE:

The city council shall have the power to compel the attendance of its own members at its meetings and to provide penalties it considers necessary for the failure to comply with an exercise of authority to compel attendance. ~~(Ord. 2016-09, 5-26-2016)~~

2.01.160: DISORDERLY CONDUCT:

The city council on a two-thirds (2/3) vote of its members may expel any person who is disorderly and/or disruptive during the meeting of the city council. The city council may also on a two-thirds (2/3) vote of its members expel or fine any council member for disorderly and/or disruptive conduct. This section or any action taken by the governing body pursuant hereto shall not preclude prosecution under any other provision of law. (Ord. 2016-09, 5-26-2016)

2.01.170: REQUIRED ATTENDANCE OF WITNESSES AND PRODUCTION OF EVIDENCE:

The city council may require the attendance of any person to give testimony or produce records, documents or things for inspection, copying or examination necessary or useful for the governance of the city. The city council may issue subpoenas in its own name in the manner provided in the Utah rules of civil procedure or may by ordinance establish its own procedure for issuing subpoenas under this section. ~~(Ord. 2016-09, 5-26-2016)~~

2.01.180: COUNCIL COMMITTEES:

- A. Generally: The city council may from time to time delegate portions of its authority by resolution to committees composed of at least two (2) members of the city council.
- B. Authority: Committees of the city council shall be limited in authority to the specific assignment of the city council and shall exercise their authority subject to a standard specified by the council in making the delegation.
- C. As A Whole: The authority delegated to any committee of the council must be exercised by vote of the committee as a whole and no individual committee member may exercise the delegated authority independently.
- D. Administrative Directives Limited: A committee of the council may not issue instructions or recommendations to the city manager or other city employees other than for routine support services without express delegation of authority to do so by the city council.
- E. Reporting: The committee may return any recommendation or suggestions to the city council which may at any time extend, restrict, or otherwise alter the delegation of authority to the committee.
- F. Designation Of Chair: The assignment of a committee chair ~~shall~~ may be made by the city council when delegating any portion of its authority to a committee of the council. ~~{Ord. 2016-09, 5-26-2016}~~

CHAPTER 2.02 MAYOR

SECTION:

- 2.02.010: General Powers
- 2.02.020: Voting Authority
- 2.02.030: Mayor Pro Tem
- 2.02.040: Restrictions And Appointments

2.02.010: GENERAL POWERS:

The Mayor of the City of Holladay shall be the Chief Ceremonial Officer of the City, the Chair of the City Council and may represent the City in external relationships. Subject to the provisions of 2.11.290, the Mayor may execute contracts and interlocal agreements.

2.02.020: VOTING AUTHORITY:

The Mayor shall be elected at large and shall be a voting member of the City Council and shall have the associated powers and privileges. ~~(Ord. 2016-09, 5-26-2016)~~

2.02.030: MAYOR PRO TEM:

In the absence of the Mayor or because of his or her inability or refusal to act, the City Council may elect a member of the City Council to preside over the meeting as Mayor Pro Tempore. The election of a Mayor Pro Tempore shall be entered in the minutes of the City Council meeting at which he or she is elected. The Mayor Pro Tempore shall preside at the Council meeting and perform, during the Mayor's absence, disability, or refusal to act, the duties and functions of the Mayor. Any member of the City Council elected as Mayor Pro Tempore shall still retain his or her power and authority as a member of the Council and shall be entitled to vote as a member of the City Council on all matters. ~~(Ord. 2016-09, 5-26-2016)~~

2.02.040: RESTRICTIONS AND APPOINTMENTS:

The Mayor may not serve as the City Recorder or the City Treasurer, ~~but shall appoint qualified persons to each such office with the advice and consent of the City Council.~~ ~~(Ord. 2017-23, 10-5-2017)~~

CHAPTER 2.03 ELECTION AND QUALIFICATION

SECTION:

- 2.03.010: Elections
- 2.03.020: Declaration Of Candidacy
- 2.03.030: Nomination Petition
- 2.03.040: Residency And Registered Voter Requirements
- 2.03.050: Term Of Office
- 2.03.060: Vacancies
- 2.03.070: Oath Of Office
- 2.03.080: Bond
- 2.03.090: Salaries
- 2.03.100: Transfer Of Records
- 2.03.110: Campaign Finance Statement
- 2.03.120: Ethics Act

2.03.010: ELECTIONS:

The offices of mayor and council member shall be filled by election of the registered voters of the city of Holladay in a municipal election held on the Tuesday after the first Monday in November, as provided in title 10, chapter 3 of the Utah Code Annotated. Municipal

elections for the offices of mayor or council member shall be conducted in the manner provided in the Utah election code, set forth in title 20A of the Utah Code Annotated. Council members shall be elected from districts, as more fully set forth below. The mayor shall be elected at large. Primary elections, as required, shall be conducted in accordance with all applicable provisions of state law. ~~{Ord. 2016-09, 5-26-2016}~~

2.03.020: DECLARATION OF CANDIDACY:

Any eligible and qualified person desiring to run for the elected municipal offices of mayor or council member shall file a declaration of candidacy with the city recorder in accordance with the filing requirements set forth in title 20A, chapter 9 of the Utah Code Annotated. ~~{Ord. 2016-09, 5-26-2016}~~

2.03.030: NOMINATION PETITION:

Any resident of the city may nominate a candidate for elected municipal office by filing a nomination petition with the city recorder in accordance with the filing requirements set forth in title 20A, chapter 9 of the Utah Code Annotated. ~~{Ord. 2016-09, 5-26-2016}~~ Make sure reference is consistent.

2.03.040: RESIDENCY AND REGISTERED VOTER REQUIREMENTS:

Persons eligible to file a declaration of candidacy or to be nominated for the elected office of mayor or council member shall have been a resident of the city of Holladay for at least three hundred sixty five (365) consecutive days immediately before the date of the election, shall be a registered voter of the city, and shall meet the requirements of Utah Code Annotated section 20A-9-203, as amended. Each person elected to the office of mayor or council member shall maintain residency within the boundaries of the city and for council members the appropriate district during his or her term of office. If a person elected to the office of mayor or council member establishes his or her principal place of residence outside the municipality or the appropriate district during his or her term of office, the office is automatically vacant. If a person elected to the office of mayor or council member is absent from the city anytime during his or her term of office for a continuous period of more than sixty (60) days without the consent of the city council, that person's elected office is automatically vacant. ~~{Ord. 2016-09, 5-26-2016}~~

2.03.050: TERM OF OFFICE:

Persons elected to the office of mayor or council member shall begin their term of office at twelve o'clock (12:00) noon on the first Monday in January following their election, and shall continue in office for four (4) years thereafter and until their respective successors are chosen and qualified, except in case of death, resignation, removal, or disqualification from office. ~~{Ord. 2016-09, 5-26-2016}~~

2.03.060: VACANCIES:

Vacancies in the offices of mayor or council member shall be filled in accordance with the provisions of Utah Code Annotated section 20A-1-510, as amended. ~~(Ord. 2016-09, 5-26-2016)~~

2.03.070: OATH OF OFFICE:

- A. Required: All elected officials shall take, subscribe and file the constitutional oath of office before entering upon the duties of their respective offices. Elected officials shall take their oath of office at twelve o'clock (12:00) noon on the first Monday in January following their election or as soon thereafter as is practical.
- B. Administered: The oath of office shall be administered by the city recorder, any judge, or any notary public.
- C. Filed: All oaths of office shall be filed with the city recorder.
- D. Failure To Comply: No official act of any officer shall be invalid for the reason that he or she failed to take the oath of office. ~~(Ord. 2016-09, 5-26-2016)~~

2.03.080: FIDELITY BONDS AND THEFT OR CRIME INSURANCE:

- A. Required: All elected officers, appointees and employees shall be bonded or insured as required by state law. The City Council shall prescribe the amount of a general fidelity bond or have in place a theft or crime insurance acquired for each municipal officer.
~~Elected officers of the city before taking office shall execute a bond with good and sufficient sureties, payable to the city in such amount as set forth by the city council, conditioned for the faithful performance of the duties of the respective officers and the payment of all monies received by such officer according to the law and the ordinances of the city of Holladay.~~
 - ~~B. Approval: The bonds of council members shall be approved by the mayor, and the bond of the mayor shall be approved by the city council, at the first meeting of the city council in January following a municipal election. All bonds of elected officers shall be filed with the city recorder.~~
- ~~B. The premium charge required by this section shall be paid for by the City. Premium Charge: The premium charge by a corporate surety for any official bond shall be paid by the city of Holladay.~~
- ~~C.B. D. Additional Bonds: The city council may at any time require further and additional bonds of any elected officers of the city. (Ord. 2016-09, 5-26-2016)~~

2.03.090: SALARIES:

Elected officers shall receive such compensation for their services as the city council may fix or amend by ordinance in accordance with the notice and hearing requirements set forth in Utah Code Annotated section 10-3-818, as amended. The compensation of elected officers shall be paid at least monthly. City staff, as part of the regular budget process, may review the appropriateness of the compensation received by the mayor and city council members and recommend adjustments thereto as deemed appropriate, taking into consideration the impact of inflation, consumer price index, and the compensation of elected officials in nearby cities of similar size. ~~{Ord. 2016-09, 5-26-2016}~~

2.03.100: TRANSFER OF RECORDS:

Every officer of the city upon expiration of his or her term for any cause whatsoever shall, within five (5) days after notification and request to do so, deliver to his or her successor all books and records ,electronic data and any technology which may be the property of the city. ~~{Ord. 2016-09, 5-26-2016}~~

2.03.110: CAMPAIGN FINANCE STATEMENT:

Statement Required: Each candidate for municipal office shall comply with the provisions of Section 10-3-208 of the Utah Code Annotated in the filing of campaign finance disclosure statements. ~~file with the city recorder a campaign finance statement, in substantially the same form as provided by the city, disclosing his or her itemized and total campaign contributions and expenditures in accordance with the procedures and requirements set forth herein.~~

~~—B. Time For Filing: Each candidate for municipal office who is eliminated at a municipal primary election shall file with the city recorder a campaign finance statement no later than thirty (30) days after the municipal primary election. Each candidate for municipal office who is not eliminated at a municipal primary election shall file with the city recorder a campaign finance statement no later than seven (7) days before the municipal general election and no later than thirty (30) days after the municipal general election. A campaign finance statement required under this section is considered filed if it is received in the city recorder's office by five o'clock (5:00) P.M. on the date that it is due.~~

~~—C. Definitions: For purposes of this section, the following words shall have the meanings set forth:~~

~~—REPORTING DATE: Ten (10) days before a municipal general election (for a campaign finance statement required to be filed no later than 7 days before a municipal general election) and the day of filing (for a campaign finance statement required to be filed no later than 30 days after a municipal primary or general election).~~

~~—REPORTING LIMIT: Fifty dollars (\$50.00).~~

~~—D. Campaign Finance Statement: Except as provided in subsection E of this section, each campaign finance statement shall:~~

~~—1. Report all of the candidate's itemized and total campaign contributions, including in-kind and other nonmonetary contributions as of the reporting date;~~

~~—2. Report all of the candidate's expenditures as of the reporting date;~~

~~—3. Identify for each contribution that exceeds the reporting limit, the amount of the contribution and the name of the donor;~~

~~—4. Identify the aggregate total of all contributions that individually do not exceed the reporting limit; and~~

~~—5. Identify for each campaign expenditure, the amount of the expenditure and the name of the recipient of the expenditure.~~

~~—E. Alternative Statement: If the candidate receives five hundred dollars (\$500.00) or less in campaign contributions and spends five hundred dollars (\$500.00) or less on the candidate's campaign, the candidate shall be required to merely report the total amount of all campaign contributions and expenditures.~~

~~—F. Notice To Candidates: The city recorder shall, at the time a candidate for municipal office files a declaration of candidacy with the city and again fourteen (14) days before each municipal general election, notify the candidate in writing of:~~

~~— 1. The provisions of state statutes or city ordinances governing the disclosure of campaign contributions and expenditures;~~

~~—2. The dates when the candidate's campaign finance statement is required to be filed; and~~

~~—3. The penalties that apply for failure to file a timely campaign finance statement, including the statutory provisions that require removal of the candidate's name from the ballot for failure to file the required campaign finance statement when required.~~

~~—G. Failure To File: Except as provided in subsection H of this section, if a candidate fails to file a campaign finance statement in accordance with the provisions of this section and applicable provisions of state law, the city recorder shall inform the appropriate election official who shall, if practical, remove the candidate's name from the ballot by blacking out the candidate's name before the ballots are delivered to voters; or if removing the candidate's name from the ballot is not practicable, inform the voters by any practicable method that the candidate has been disqualified and that the votes cast for the candidate will not be counted.~~

~~—H. Inadvertent Omissions: Notwithstanding subsection G of this section, a candidate who files a campaign finance statement seven (7) days before a municipal general election is not disqualified if: 1) the statement details accurately and completely the information required herein, except for inadvertent omissions or insignificant errors or inaccuracies; and 2) the omissions, errors, or inaccuracies are corrected in an amended report or in the next scheduled report.~~

~~—I. Public Records: Financial disclosure reports filed pursuant to this section are considered public documents open to inspection in accordance with Utah Code Annotated section 10-3-208, as amended, and the Utah government records access and management act, as amended. (Ord. 2016-09, 5-26-2016)~~

2.03.120: ETHICS ACT:

All elected officers, appointed officers and employees of the city shall comply with the provisions, conditions and requirements of the Utah municipal officers' and employees' ethics act as set forth in Utah Code Annotated section 10-3-1301 et seq., as amended. ~~(Ord. 2016-09, 5-26-2016)~~

CHAPTER 2.04

LEGISLATION

SECTION:

2.04.010: Ordinances

2.04.020: Resolutions

2.04.030: Public Records

2.04.010: ORDINANCES:

- A. Legislative Power: Except as otherwise specifically provided, the city council shall exercise its legislative powers through ordinances.
- B. Extent Of Power: The city council may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by law.
- C. Form: Any ordinance passed by the city council shall contain and be in substantially the order and form as set forth in Utah Code Annotated section 10-3-704, as amended. No ordinance shall be void or unlawful by reason of its failure to conform to certain provisions of said law.
- D. Effective Date: Unless otherwise provided in the ordinance, ordinances shall become effective twenty (20) days after publication or posting, or thirty (30) days after final passage by the city council, whichever is sooner. Ordinances may become effective at an earlier or later date after publication or posting if so provided in the ordinance.
- E. Signed: Ordinances passed or enacted by the city council, before taking effect, shall be signed by the mayor, or if he is absent, by the mayor pro tempore ~~or by a quorum of the council members as required by law.~~
- F. Publication: All ordinances, before taking effect, shall be posted and/or published as required by law.
- G. Recording: The city recorder shall record, in a book used exclusively for that purpose, all ordinances passed by the city council. The city recorder shall give each ordinance a number, if the city council has not already done so. The city recorder shall make or cause to be made a certificate stating the date of passage and the date of publication or posting of the ordinance, as required. [\(UCA 10-3-713\)](#)
- H. Prima Facie Evidence: The record and certificate prepared by the city recorder, or a certified copy thereof, shall be prima facie evidence of the contents, passage, and publication or posting of the ordinance or codification. In addition, the ordinances printed and published by the authority of the city council, shall be prima facie

evidence of the contents, passage, and legal publication of such ordinances, as of the dates mentioned in the publication in all courts and administrative proceedings.

- I. Proved Under Seal: The contents of all ordinances of the city of Holladay, the dates of passage, and the dates of publication or posting, may be proved by the certification of the city recorder under the seal of the city of Holladay. ~~{Ord. 2016-09, 5-26-2016}~~

2.04.020: RESOLUTIONS:

- A. Administrative-~~Authority~~Powers: Unless otherwise required by law, the city council may exercise any all-administrative ~~powers~~-authority by resolution.
- B. Form: Any resolution passed by the city council shall be in a form and contain sections substantially similar to that prescribed for ordinances.
- C. Effective Date: Resolutions may take effect on passage or at a later date as the city council may determine, but resolutions may not become effective more than three (3) months from the date of passage.
- D. Publication: Resolutions may become effective without publication or posting.
- E. Limitation: No punishment, fine, or forfeiture may be imposed by resolution. ~~{Ord. 2016-09, 5-26-2016}~~

2.04.030: PUBLIC RECORDS:

The ordinances, resolutions, and any other books, records, accounts or documents of the city shall be kept at the office of the city recorder. Approved copies shall be open and available to the public during regular business hours for examination and copying in accordance with the Utah government records access and management act, as adopted by the city. ~~{Ord. 2016-09, 5-26-2016}~~

CHAPTER 2.05

CONSTITUTIONAL TAKINGS ISSUES

SECTION:

- 2.05.010: Purpose And Intent
- 2.05.020: Constitutional Taking
- 2.05.030: Guidelines And Procedures For Review
- 2.05.040: Limitations

2.05.010: PURPOSE AND INTENT:

The purpose of this chapter is to provide advisory guidelines to assist the city in identifying and reviewing actions of the city which may involve the physical taking or exaction of private real property that may involve constitutional taking issues in accordance with the advisory provisions of Utah Code Annotated section 63L-4-101 et seq. ~~{Ord. 2016-09, 5-26-2016}~~

2.05.020: CONSTITUTIONAL TAKING:

- A. As used herein "constitutional taking issues" means actions involving the physical taking or exaction of private real property by the city that might require compensation to a private real property owner because of:
 - 1. The fifth or fourteenth amendment of the constitution of the United States;
 - 2. Article I, section 22 of the Utah constitution; or
 - 3. Any recent court rulings governing the physical taking or exaction of private real property by a governmental entity.
- B. Actions by the city involving the physical taking or exaction of private real property is not a constitutional taking if the physical taking or exaction:
 - 1. Bears an essential nexus to a legitimate governmental interest; and
 - 2. Is roughly proportionate and reasonably related, on an individualized property basis, both in nature and extent, to the impact of the proposed development on the legitimate government interest. ~~{Ord. 2016-09, 5-26-2016}~~

2.05.030: GUIDELINES AND PROCEDURES FOR REVIEW:

Any owner of private real property who claims there has been a constitutional taking of the owner's private real property by the city shall request a review of the final decision of any official, employee, board, commission or council of the city implicating such constitutional taking. The following guidelines and procedures shall be followed in the event such review is requested:

- A. Final Decision: The person requesting a review must have obtained a final and authoritative determination, internally, within the city, relative to the decision from which they are requesting review.
- B. Time For Filing: The person requesting a review shall file his or her request in writing to the office of city recorder within thirty (30) days from the date of the final decision that gave rise to the concern that a constitutional taking has occurred.
- C. Date For Review: The city council or its designee shall immediately set a time to review the decision that gave rise to the constitutional taking claim.

D. Additional Information: In addition to the written request for review, the applicant shall submit prior to the date of review the following information. An application shall not be deemed "complete" or "submitted" until the reviewing body certifies to the applicant that all the materials and information required herein has been received. The reviewing body shall promptly notify the applicant of an incomplete application.

1. Name of the applicant requesting review;
2. Name and business address of current owner of the property, form of ownership, and name and address of all principal shareholders or partners if a business entity is involved;
3. A detailed description of the grounds for the claim that there has been a constitutional taking;
4. A detailed description of the property alleged to have been taken;
5. Evidence and documentation as to the value of the property alleged to have been taken, including any evidence of the value of the property before and after the alleged taking, the name of the party from whom the property was purchased and the relationship if any between the person requesting review and the party from whom the property was acquired;
6. The nature of the protectable interest claimed to be affected, such as, but not limited to, fee simple ownership, leasehold, etc.;
7. Terms (including sale price) of any previous purchase or sale of a full or partial interest in the property in the three (3) years prior to the date of application;
8. All appraisals of the property prepared for any purpose, including financing, offering for sale, or ad valorem taxation, within the three (3) years prior to the date of application;
9. The assessed value of and the ad valorem taxes on the property for the previous three (3) years;
10. All information concerning current mortgages or other loans secured by the property, including name of the mortgagee or lender, current interest rate, remaining loan balance and term of loan and other significant provisions, including, but not limited to, right of purchasers to assume the loan;
11. All listings of the property for sale or rent, price asked and offers received, if any, within the previous three (3) years;

12. All studies commissioned by the applicant within the previous three (3) years concerning feasibility of development or utilization of the property;
 13. Itemized income and expense statements from the property for the previous three (3) years for income producing property;
 14. Information from a title policy or other source showing all recorded liens or encumbrances affecting the property; and
 15. Any other additional information requested by the city which is reasonably necessary in its opinion to arrive at a conclusion concerning whether there has been a constitutional taking.
- E. Review: The city council or its designee shall hear all the evidence related to and submitted in connection with the request for review to determine whether or not the action by the city constitutes a constitutional taking as defined herein, including consideration of the following:
1. Whether the physical taking or exaction of the private real property bears an essential nexus to a legitimate governmental interest;
 2. Whether a legitimate governmental interest exists for the action taken by the city; and
 3. Whether the taking or exaction is roughly proportionate and reasonably related, on an individual property basis, both in nature and extent, to the impact caused by the activities that are the subject of the decision being reviewed.
- F. Decision: The city council or its designee shall render a final decision on the review within fourteen (14) days from the date the complete application for review was submitted to the city recorder. The decision of the city council or its designee regarding the results of the review shall be given in writing to the applicant and the official, employee, board, commission or council that rendered the final decision that gave rise to the constitutional taking claim. When determined to be necessary and appropriate, the reviewing body shall make a recommendation to the official, employee, board, commission or council that made the decision that gave rise to the constitutional taking claim.
- G. Failure To Render Decision: If the city fails to hear and decide the appeal within fourteen (14) days, the acting body's decision or action is presumed to be approved.
(Ord. 2016-09, 5-26-2016)

2.05.040: LIMITATIONS:

The guidelines set forth herein and any decision rendered pursuant to the provisions of this chapter are advisory only and shall not be construed to expand or limit the scope of the

city's liability for a constitutional taking. The city shall have no legal liability to any person, firm or entity of any nature whatsoever and a court may not impose liability upon the city for failure to comply with the provisions of this chapter. ~~{Ord. 2016-09, 5-26-2016}~~

CHAPTER 2.06 CITY MANAGER

SECTION:

2.06.010: Appointment Of City Manager

2.06.020: Functions And Duties

2.06.030: Intergovernment Cooperation

2.06.010: APPOINTMENT OF CITY MANAGER:

The city council shall select and appoint by majority vote of at least four (4) affirmative votes, an individual to serve as the city manager. Said individual shall perform such duties and responsibilities as set forth in this title. In the absence of the city manager, a qualified individual shall be appointed as the interim city manager. In the event the manager will be absent from his or her position, or unable to perform the duties of the job for more than three (3) consecutive weeks, the city council shall approve and appoint an interim city manager. ~~{Ord. 2016-09, 5-26-2016}~~

2.06.020: FUNCTIONS AND DUTIES:

The city manager shall be the chief executive and administrative officer of the city. He or she shall have the power and duty to:

- A. Supervise the administration and enforcement of all laws, this code, and other ordinances of the city as they affect the administrative departments;
- B. Execute the policies affecting the administrative departments that are adopted by the city council;
- C. Conduct performance evaluations and administrative pay adjustments as prescribed by this code and other city ordinances or policy;
- D. Authorize the issuance of administrative rules and outline general administrative procedures;
- E. Investigate, examine, or inquire into the affairs or operations of any department or office; and when authorized by the city council, employ consultants and professional counsel to aid such investigations or inquiries;

- F. Exercise general supervision over all public buildings, parks and other public property under the control and jurisdiction of the city;
- G. Supervise the preparation and presentation of the annual budget for the city;
- H. Direct activities relating to contracts for services for the city;
- I. Examine performance requirements, delivery schedules and estimates of costs of various contracts involving the city, to ensure completeness and accuracy;
- J. Prepare bids, specifications, progress reports and other items that may be required in connection with contracts, or proposed contracts, involving the city;
- K. Review bids and proposals from other agencies for conformity to contract requirements and help determine acceptable bids and proposals;
- L. Appoint and remove administrative assistants, including a chief administrative officer, and with the advice and consent of the city council, appoint department heads, all statutory officers, commissions, boards and committees of the city, except as may otherwise be specifically limited by law;
- M. Remove department heads and officers and employees, commissions, boards and committees;
- N. Exercise control of all departments, divisions and bureaus within the city government;
- O. Attend all meetings of the city council with the right to take part in all discussions and the responsibility to inform the city council of the condition and needs of the municipality, and make recommendations and freely give advice to the city council;
- P. Appoint a budget officer to serve in place of the city manager for the purpose of conforming with the requirements of the uniform municipal Fiscal Procedures Act for Utah Cities and in all other respects fulfill the requirements of that Act; ~~(Ord. 2016-09, 5-26-2016)~~
- Q. Appoint, with the advice and consent of the City Council, a qualified person to each of the Offices of City Engineer, [Recorder](#), [Treasurer](#), [Finance Director](#) and Attorney; create any other offices as may be deemed necessary for good government, and make appointments to them; and regulate and prescribe the powers and duties of all other officers of the City, within the general provisions of law and ordinance; ~~(Ord. 2017-23, 10-5-2017)~~
- R. Furnish the City Council with a report, periodically or as determined by ordinance, setting forth the amounts of all budget appropriations, the total disbursements to date from these appropriations, and the amount of indebtedness incurred or

contracted against each appropriation (including disbursements and indebtedness incurred and not paid) and the percentage of the appropriations encumbered to date, which reports shall be made available for public inspections;

- S. Execute agreements within certified budget appropriations on behalf of the City, or delegate by written executive order the power to execute such agreements to executive officials, subject to the procedure described in Utah Code Annotated section 10-6-138;
- T. When necessary, call on the residents of the City over the age of twenty one (21) years to assist in enforcing the laws of the State and ordinances of the City; and
- U. Perform such other duties as may be prescribed by this title or may be required by ordinance not inconsistent with the form of government. ~~(Ord. 2016-09, 5-26-2016)~~

2.06.030: INTERGOVERNMENT COOPERATION:

- A. Information To City Council: The City Manager, or departments designated by the City Manager, shall provide such information concerning City finances, operations and procedures, as reasonably requested by the City Council and necessary for the City Council to fulfill its statutory duties, which are not privileged, private or confidential.
- B. Interference By Council Prohibited: No member of the City Council shall direct or request, except in writing, the appointment of any person to, or his removal from, office or to interfere in any way with the performance by the officers of their duties. The City Council shall not give orders to any subordinate of the City Manager either publicly or privately, but may make suggestions and recommendations [regarding the work of subordinate employees to the City Manager](#).
- C. Investigations By Council Authorized: Nothing in this section shall prevent the City Council from appointing committees of its own members or citizens to conduct investigations into the conduct of any officer, department or agency of City government, or any matter relating to the welfare of this City, and delegating to these committees such power of inquiry as the City Council may deem necessary. ~~(Ord. 2016-09, 5-26-2016)~~

CHAPTER 2.07 APPOINTED OFFICERS

CHAPTER 2.07
APPOINTED OFFICERS
SECTION:
2.07.010: Departments

2.07.020: Office Creation
2.07.030: Vacancies
2.07.040: City Recorder
2.07.050: City Treasurer
2.07.060: City Attorney
2.07.070: City [Engineer](#)
2.07.080: City [Finance Director](#)

2.07.010: DEPARTMENTS:

The administration of the city shall be organized into ~~an administration department, a finance department, a community development department~~ [departments and/or divisions, as directed by the city manager and approved by the city council.](#) ~~and a courts division. Each department shall be supervised by a department head, appointed by the city manager with the advice and consent of the city council.~~ Department heads shall be at will employees of the city and shall serve at the pleasure of the city manager. The city may, from time to time, have and maintain a public works department or may contract for the performance of public works services, at the discretion of the city manager, and with the concurrence of the city council. In the event the city maintains a public works department, the head of that department shall be an at will employee of the city, appointed by the city manager with the advice and consent of the city council. ~~{Ord. 2016-09, 5-26-2016}~~

2.07.020: OFFICE CREATION:

The city council may create any office deemed necessary for the government of the city of Holladay and shall, by resolution or ordinance, prescribe the power and duties to be performed by appointed officials. ~~{Ord. 2016-09, 5-26-2016}~~

2.07.030: VACANCIES:

The city manager, with the advice and consent of the city council, may appoint and fill vacancies in all appointed offices provided for by law or ordinance. All appointed officers shall continue in office until their successors are appointed and qualified. ~~{Ord. 2016-09, 5-26-2016}~~

2.07.040: CITY RECORDER:

- A. Appointment: ~~On or before the first Monday in February following a municipal election, the mayor, The City Manager~~ with the advice and consent of the city council shall appoint a qualified person to the office of city recorder. ~~Bond: Before commencing his or her duties, the city recorder shall execute and file with the city treasurer a bond as provided in this title.~~
- B. Office: The city recorder shall occupy an office in the city hall or at some other place convenient thereto as the city council may direct.

- C. Corporate Seal: The city recorder shall keep the corporate seal. When certified by the city recorder under the corporate seal, copies of all papers filed in the city recorder's office and transcripts from all records of the city council shall be admissible in all courts as originals.
- D. Meetings Of City Council: The city recorder shall attend the meetings as assigned and keep the record of the proceedings of the city council.
- E. Actions Of The City Council: The city recorder shall record all ordinances, resolutions, and regulations passed by the city council in the manner provided in this title.
- F. Contracts: The city recorder shall countersign all contracts made on behalf of the city or to which the city is a party and shall maintain a properly indexed record of all such contracts.
- G. Bonds: The city recorder shall maintain a list of all outstanding bonds of the city, including their purpose, amount, terms, date and place payable.

~~I. Monies: The city recorder shall pay into the city treasury all monies belonging to the city coming into his or her hands by virtue of the recorder's office.~~

- H. Elections And Appointments: The city recorder shall manage all municipal election procedures and requirements as provided in the Utah Code Annotated, as amended, and shall keep a record of all persons elected or appointed to any office within the city, including the date of appointment or election, term of office, date of death, resignation, or removal, and name of person appointed to fill any vacancy.

- I. Limitations: The City Recorder shall not serve as the City Treasurer.

- J. Records Of The City: The City Recorder shall keep all the books, records, accounts and documents of the City at the Recorder's Office. Such records shall be open for public inspection pursuant to the provisions of the City of Holladay Government Records Access and Management Act. [Retention schedules, reflect electronic records.](#)

~~K. Additional Duties: The City Recorder shall perform such other and further duties as the City Council may provide by ordinance, resolution, regulation or directive. (Ord. 2016-09, 5-26-2016)~~

2.07.050: CITY TREASURER:

- A. Appointment: ~~On or before the first Monday in February following a Municipal election,~~ The ~~Mayor,~~[City Manager](#) with the advice and consent of the City Council shall appoint a qualified person to the Office of City Treasurer. ~~(Ord. 2017-23, 10-5-2017)~~

~~B. Bond Required: Before commencing his or her duties, the City Treasurer shall execute and file with the City Recorder an official bond as required by this title.~~

- B. Custodian: The City Treasurer shall be the custodian of all money, bonds, or other securities belonging to the City.
- C. Collections: The City Treasurer shall ensure collections and receive pt of all monies payable to the City, including taxes, assessments, licenses, fines, forfeitures, service charges, fees and other revenues of the City. The City Treasurer shall keep an accurate account of all monies received hereunder and shall verify the promptly deposit all such monies in the appropriate bank accounts of the City. The City Treasurer shall keep all money belonging to the City separate and distinct from his or her own money.
- D. Receipts: The City Treasurer shall give or cause to be given to every person paying money to the City treasury, a receipt or other evidence of payment therefor, specifying the date of payment and the account paid. ~~The City Treasurer shall file the duplicate of such receipt or evidence of payment in the Office of the City Recorder.~~
- E. Checks: The City Treasurer ~~shall~~ may sign all checks prepared by the Accounts Payable Clerk and shall, prior to affixing said signature, determine or cause to be determined that sufficient funds are on deposit in the appropriate bank account of the City to honor such check.
- F. Warrants: The City Treasurer shall ensure the payment of pay all warrants in the order in which presented and as money available for payment thereof in the appropriate funds of the City. The City Treasurer shall make provisions for the payment of all warrants issued prior to signing any subsequently issued checks.
- G. Special Assessments: The City Treasurer shall ensure receipt ive all monies received by the City on any special assessment and shall apply the payments thereof to the cost of the improvement for which assessment was made.
- H. Accounting: The City Treasurer shall keep an accurate and detailed accounting of all transactions, receipts, collections, disbursements and other matters within the Treasurer's charge as provided by State law or as the City may by ordinance or resolution direct.
- I. Limitations: The City Treasurer shall not serve as the City Recorder.
- J. Additional Duties: The City Treasurer shall perform such other and further duties as the City Council may provide by ordinance, resolution, regulation or directive. ~~(Ord. 2016-09, 5-26-2016)~~

2.07.060: CITY ATTORNEY:

- A. Appointment: The City Attorney shall be appointed by the City Manager, with the advice and consent of the Council. The City may contract with or retain an attorney licensed to practice law in the State of Utah. The City may make a separate contract with an attorney or attorneys for the performance of criminal prosecutorial legal services. ~~All a~~Attorneys under contract with the City shall work under the general direction of the City Attorney, and the City Manager and shall communicate with the City Attorney and City Manager ~~each other~~ as necessary to properly correlate their efforts.
- B. Duties: The City Attorney shall act as legal advisor to the City in all matters pertaining to contracts with or by the City or questions of legality arising out of any law, ordinance or otherwise. The City Attorney or counsel designated by the City in consultation with the City Attorney shall appear on behalf of the City in all suits at law or in equity in which the City is a party, and shall prosecute or defend them, as the case may be, in all courts until they are finally disposed of. ~~He or she~~The City Attorney shall advise all City officers in relation to their official duties, prepare and draft all such ordinances, resolutions and regulations as the ~~City Council or~~ City Manager may from time to time request and perform such other duties as the ordinances of the City and the general laws require or as the City Council may direct. The City Attorney shall attend meetings of the City Council and other meetings of the City when requested to do so. ~~The City Attorney may, with the consent of the City Council, retain special counsel on matters pertaining to the legal affairs of the City compensated by the City.~~ The City Attorney shall, when requested to do so, furnish written opinions on subjects submitted by the City Council or by the City Manager.
- C. Additional Duties: The City Attorney shall perform such other duties as the City Council may provide by ordinance, resolution, regulation, or directive. ~~{Ord. 2016-09, 5-26-2016}~~

2.07.070: CITY ENGINEER:

The City Council may, by ordinance, establish the office of city engineer and prescribe the duties and obligations for that office. Each person appointed as city engineer shall be a registered professional engineer under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act.

2.07.080: CITY FINANCE DIRECTOR:

A. The City Council may, by ordinance, create a director of finance position to perform the financial duties and responsibilities of the city recorder as established by the Utah Fiscal Procedures Act.

B. A director of finance:

1. shall be:

- a. a qualified person; and
 - b. appointed and removed by the city manager, with the advice and consent of the City Council; and
- 2. may not assume the duties of the city or town treasurer.
- C. The legislative body may adopt the financial administrative duties of the director of finance prescribed in the Uniform Accounting Manual for Utah Cities.

CHAPTER 2.08 COMMITTEES

SECTION:

2.08.010: General

2.08.010: GENERAL:

A. Intent And Purpose:

1. It is the intent and purpose of this chapter to encourage citizen involvement and obtain citizen advice and input by creating certain committees, councils, and commissions of the City as hereinafter discussed. Any and all committees, councils or commissions established pursuant to this chapter have no authority to bind the City or impose any conditions on the City or its citizens.
2. Nothing in this chapter shall prevent or preclude the City Manager from establishing or creating executive committees, task forces, etc., to give advice and recommendations to the Office of the City Manager.

- B. Composition; Appointment: Unless otherwise specifically stated in a committee, council or commission enabling ordinance, all committees, councils, and commissions established pursuant to the provisions of this chapter ~~shall~~should be composed of at least seven (7) members, all of whom shall be appointed by the City Manager with the advice and consent of the City Council. Committee members shall be residents of the City. The appointed members shall serve as the decision making body for the committee. Committees shall make reasonable efforts to assure that voting committee membership is comprised of an odd number of members. Each committee may seek nonvoting members/volunteers who desire to participate consistent with the purpose and/or mission of the respective committee.

C. Term; Removal; Vacancies:

1. Terms; Vacancies: Unless otherwise specifically stated in a committee, council or commission enabling section, the following provisions shall govern the membership on any committee, council or commission established pursuant to this chapter. The members shall serve for a term of three (3) years and may be removed by the City Manager only for cause, with the provision that the first appointment of two (2) members shall be for a term of one (1) year; the first appointment of the next two (2) members shall be for a term of two (2) years; the first appointment of the remaining member(s) shall be for a term of three (3) years; thereafter the members shall be appointed for three (3) year terms. Vacancies occurring through expiration of terms of appointment, death, disability, resignation or removal from the City, if applicable, shall be filled by appointment of the City Manager with the advice and consent of the City Council. Members shall not serve more than two (2) consecutive terms.

D. Rules Of Procedures; Meetings: Unless otherwise specifically stated in a committee, council or commission enabling section, each committee, council and commission established pursuant to the provisions of this chapter shall formulate its own rules for the selection of a Chairman, ~~time, place and manner of calling of meetings and other procedural matters; provided,~~ that there shall be at least one (1) meeting of the committee, council or commission each quarter ~~at City Hall, unless another a different location for a meeting is otherwise approved by the City Manager.~~ Each committee shall prepare written minutes of all meetings which shall be approved by each committee at subsequent meetings. The original approved minutes shall be maintained in the Office of the City Recorder. ~~{Ord. 2016-09, 5-26-2016}~~

E. Historical Commission: A Historical Commission is hereby created. The commission shall be composed of ~~between five (5) and up to~~ seven (7) members. Members shall be appointed by the City Manager, with the advice and consent of the City Council and shall serve terms of three (3) years. The initial terms of the members shall be staggered to provide for continuity. Members shall not serve for more than two (2) consecutive terms. Appointed members should, to the extent reasonably possible, represent all the council districts of the City. The purpose and duties of the commission shall be:

1. To provide ~~advice and~~ information to the City ~~Manager~~ regarding the identification and ~~protection~~ documentation of local historic and archeological resources;
2. To work towards the continuing education of citizens regarding community history;
3. To research and preserve history of the areas that now comprise the City of Holladay ~~and research and provide information regarding important historical figures that settled and lived in Holladay;~~
4. To sponsor events to share the history of the area with residents of the City; and

5. To ~~research~~identify and preserve historic resources, including photographs, documents, and other media related to the area. ~~(Ord. 2017-18, 6-15-2017)~~

F. Arts Council: An Arts Council is hereby created. The council shall be composed of ~~between seven (7) and up to~~ eleven (11) members. The council may also have non-voting ex-officio members as approved by the City Council. Members shall be appointed by the City Manager, with the advice and consent of the City Council and shall serve terms of three (3) years. The initial terms of the members shall be staggered to provide for continuity. Members shall not serve for more than two (2) consecutive terms. Appointed voting members should, to the extent reasonably possible, represent all the council districts of the City. The purpose and duties of the council shall be:

1. To foster the visual and performing arts within the City of Holladay by creating opportunities for display and performance and by identifying those residents of the City with talent and ability that can benefit the community;
2. To provide opportunities for the community to be benefitted by the performing and visual arts through the sponsorship and/or identification of community events providing such opportunities; and
3. To provide ~~advice and~~ information to the City Council and City administration regarding ways and opportunities to enhance the quality of life within the City through the support of visual and performing arts.

G. Tree Committee: A Tree Committee is hereby created. The committee shall be composed of five to seven (7) members. The committee may also have non-voting ex-officio members as approved by the City Council. Members shall be appointed by the City Manager, with the advice and consent of the City Council and shall serve terms of three (3) years. The initial terms of the members shall be staggered to provide for continuity. Members shall not serve for more than two (2) consecutive terms, unless a suitable successor cannot be found. Appointed voting members should, to the extent reasonably possible, represent all the council districts of the City. The purpose and duties of the committee shall be:

1. To encourage the planting, maintenance and preservation of the City's tree canopy for the benefit of City residents;
2. To encourage and administer programs, as directed by the City Council from time to time, regarding the City's inventory of trees; and
3. To provide recommendations for the planting of different species of trees on City property. ~~(Ord. 2017-23, 10-5-2017)~~

CHAPTER 2.09

EMPLOYEE APPEALS HEARING OFFICER

SECTION:

2.09.010: Appointed

2.09.010: APPOINTED:

Pursuant to Utah Code Annotated section 10-3-1106(7), the city hereby designates that the hearing of employee appeals pursuant to the above referenced section shall be by a hearing officer to be appointed by the city manager, ~~with the advice and consent of the city council.~~

The city manager may appoint the same hearing officer or officers designated to hear appeals of land use matters pursuant to the land use and zoning ordinances of the city of Holladay. The process utilized to hear employee appeals shall observe all required due process protections and shall be conducted consistent with the provisions of Utah Code Annotated section 10-3-1106(3) - (4). A final action or order of the hearing officer may be reviewed by the Utah court of appeals by filing with that court a petition for review. ~~(Ord. 2016-09, 5-26-2016)~~

CHAPTER 2.10

GOVERNMENT RECORDS AND ACCESS MANAGEMENT ACT

SECTION:

2.10.010: Purpose And Intent; State Provisions Adopted

2.10.020: Records Custodian And Management

2.10.030: Limitation On Disposal Of Records

2.10.040: Denials

2.10.050: Appeals

~~2.10.060: City Records Review Board~~

2.10.060: Confidential Treatment Of Records For Which No Exemption Applies

2.10.070: Criminal Penalties; Liability For Damages

2.10.010: PURPOSE AND INTENT; STATE PROVISIONS ADOPTED:

- A. Purpose: It is the purpose and intent of the city council in enacting this chapter to adopt the provisions applicable to municipalities for the city of Holladay, guidelines and procedures for retention, and an appeals process in accordance with the government records access management act (hereinafter referred to as "GRAMA"), Utah Code Annotated, title 63G, chapter 2. All entities of the city shall comply with the provisions of this chapter and with GRAMA, and shall also comply with other federal and state statutory and regulatory recordkeeping requirements.

- B. Constitutional Rights: In enacting this chapter, the city council recognizes two (2) fundamental constitutional rights: the right of privacy in relation to personal data gathered by the city; and the public's right of access to information concerning the conduct of the public's business.
- C. Access Restricted: The city council also recognizes a public policy interest in allowing the city government to restrict access to certain records, as specified in this chapter, for the public good.
- D. Intent: It is the intent of the city council:
 - 1. That all records of the city, which are defined by applicable Utah statutory and case law as public records, shall be made available to citizens within a reasonable time after request and at a reasonable cost as set forth in this GRAMA;
 - 2. To establish and maintain an active, continuing program for the economical and efficient management of the city's records as provided in this chapter;
 - 3. To provide guidelines for both disclosure and restrictions on access to government records, which are based on the equitable weighing of the pertinent interests and which are consistent with nationwide standards of information practices; and
 - 4. Favor public access when, in the application of this chapter, countervailing interests are of equal weight.
- E. Adoption Of State Provisions: Utah Code Annotated title 63G, chapter 2, parts 1 and 3; sections 63G-2-201; 63G-2-202; 63G-2-205; 63G-2-206; 63G-2-601; 63G-2-602; and are hereby adopted as part of the GRAMA of the city and are made part of this chapter as if fully set forth herein. ~~(Ord. 2016-09, 5-26-2016)~~

2.10.020: RECORDS CUSTODIAN AND MANAGEMENT:

- A. Records Custodian Designated: The city recorder is hereby designated the records custodian for purposes of GRAMA.
- B. Retention Schedule: For those records not covered under the Utah municipal general records retention schedule developed by the state archives, the city recorder shall develop a retention schedule as approved by the state records committee.
- C. Documents To State Archives: The city recorder shall provide to the state archives, all retention schedules, and all designations and classifications applied to record series maintained by the city, including a statement explaining the purposes for

which record series designated private or controlled are collected and used by the city. ~~(Ord. 2016-09, 5-26-2016)~~

2.10.030: LIMITATION ON DISPOSAL OF RECORDS:

- A. Specified: Any city record which has been requested in accordance with this chapter and GRAMA, that is disposable by an approved retention schedule, may not be disposed of until the request is granted and fulfilled, or sixty (60) days after the request is denied if no appeals are filed, or sixty (60) days after all appeals are completed, pursuant to section 2.10.050 of this chapter.
- B. Litigation Or Audit Pending: No city record, disposable by an approved retention schedule, which is subject to pending litigation or audit shall be disposed of until the litigation or audit has been completed or resolved. ~~(Ord. 2016-09, 5-26-2016)~~

2.10.040: DENIALS:

- A. Notice Of Denial: If the city denies a records request, in whole or in part, it shall provide a notice of denial to the requester either in person or by sending the notice to the requester's address as provided.
- B. Content: The notice of denial shall contain the following information:
 - 1. A description of the record or portions of the record to which access was denied; provided, that the description does not disclose private, controlled or protected information, or information exempt from disclosure;
 - 2. Citations to the provision of this chapter, court rule or order, GRAMA, or another state statute, federal statute, or federal regulation that exempts the record or portions of the record from disclosure; provided, that the citations do not disclose private, controlled or protected information or information exempt from disclosure;
 - 3. A statement that the requester has the right to appeal the denial;
 - 4. The time limits for filing an appeal, and the address where an appeal is filed.
~~(Ord. 2016-09, 5-26-2016)~~

2.10.050: APPEALS:

~~Authorized:~~ Persons aggrieved by the city's classification or designation of a record, or of an access decision or by a response to a record request may appeal the determination to the City Manager records review board in accordance with the provisions of Utah Code Ann. Section 63G-2-401.

~~—B. Content: The appellant shall set forth in writing the nature and date of the request, attaching a copy of the request for, if available, and setting out the basis and legal authority for the request.~~

~~—C. Time Limit For Filing: An appeal under this section shall be brought within thirty (30) calendar days of the date of the action aggrieved, or of the date when the person grieving reasonably should have become aware of the action. All appeals shall be filed in the city recorder's office.~~

~~—D. Hearing Scheduled: No later than three (3) days after receiving a notice of appeal, the city recorder shall schedule a hearing before the records review board which shall be held no sooner than fifteen (15) days and no later than thirty (30) days from the date of the filing of the appeal.~~

~~—E. Testimony, Evidence: At the hearing, the records review board shall allow the parties to testify, present evidence and comment on the issues. The records review board may allow other interested persons to comment on the issues.~~

~~—F. Order Of Disclosure: The records review board may, upon consideration and weighing of the various interests and public policies pertinent to the classification and disclosure or nondisclosure, order the disclosure of information properly classified as private or protected if the interests favoring access outweigh the interest favoring restriction of access. In making such disclosure, the mayor/records review board may limit the requestor's use and further disclosure of a record as provided in Utah Code Annotated section 63G-2-403(11)(c).~~

~~—G. Time Limit For Determination: The records review board shall make a determination on any appeal within five (5) business days after the hearing. The records review board shall issue a signed order either granting the petition, in whole or in part, or upholding the initial determination of the city. The order of the records review board shall include:~~

~~—1. A statement of reasons for the decision;~~

~~—2. A description of the record or portions of the record to which access was ordered or denied; provided, that the description does not disclose private, controlled or protected information;~~

~~—3. A statement that any party to the appeal may appeal the decision of the records review board to district court within thirty (30) days after the date of the order; and~~

~~—4. A brief summary of the appeal and a notice that, in order to protect its right on appeal, the party may wish to seek advice from an attorney.~~

~~—H. Appeal To District Court: Appeal of any final decision may be made to the district court, in accordance with GRAMA and the Utah rules of civil procedure. (Ord. 2016-09, 5-26-2016)~~

~~2.10.060: CITY RECORDS REVIEW BOARD:~~

~~—A. Appointment: The records review board shall consist of three (3) individuals appointed by the mayor, with the advice and consent of the city council, at least one of which shall be a present employee or officer of the city, and the remaining two (2) shall be members of the public, one of which shall have professional experience with requesting or managing records who are not past or present employees or officers of the city.~~

~~—B. Term: The initial board members shall be appointed to staggered terms so that one is appointed to a one year term, one is appointed to a two (2) year term and one is appointed to a three (3) year term. The successors of the initial board shall be appointed for a term of~~

~~three (3) years, except when a vacancy occurs in the membership for any reason, the replacement shall be appointed for the expired term. Members of the board may be removed by the mayor with consent of the city council for cause. Appointment to the board shall be limited to two (2) successive terms.~~

~~—C. Chairperson; Rules: The board shall elect a chairperson who shall preside at all hearings conducted by the board. The board may adopt reasonable rules and procedures for the conduct of appeals heard before the board. (Ord. 2016-09, 5-26-2016)~~

2.10.060: CONFIDENTIAL TREATMENT OF RECORDS FOR WHICH NO EXEMPTION APPLIES:

Notwithstanding the provisions regarding classifications and right of access contained in this chapter, the city reserves the right to request a court to restrict access to a record under Utah Code Annotated section 63G-2-405. ~~(Ord. 2016-09, 5-26-2016)~~

2.10.070: CRIMINAL PENALTIES; LIABILITY FOR DAMAGES:

- A. Prohibited Disclosure; Defenses: A city employee or other person who has lawful access to any private, controlled or protected record under this chapter, and who intentionally discloses or provides a copy of a private, controlled or protected record to any person knowing that such disclosure is prohibited, is guilty of a class B misdemeanor. It is a defense under this subsection that:
 - 1. The person released the information in the reasonable belief that the disclosure of the information was necessary to expose a violation of law involving government corruption, abuse of office, or misappropriation of public funds or property; or
 - 2. The record could have lawfully been released to the recipient if it had been properly classified.
- B. Prohibited Access: A person who by false pretenses, bribery or theft gains access to or obtains a copy of any private, controlled or protected record to which they are not legally entitled is guilty of a class B misdemeanor. No person shall be guilty under this subsection who receives the record, information or copy after the fact and without prior knowledge of or participation in the false pretenses, bribery or theft.
- C. Limitation Of Liability: In accordance with GRAMA, neither the city nor any of its agencies, officers, or employees shall be liable for damages resulting from the release of a record where the requester presented evidence of authority to obtain the record, even if it may be subsequently determined that the requester had no such authority.
- D. Intentional Refusal: A city employee who intentionally refuses to release a record the disclosure of which the employee knows is required by law or by final

unappealed order of the city or a court is guilty of a class B misdemeanor. ~~{Ord. 2016-09, 5-26-2016}~~

CHAPTER 2.11 PROCUREMENT

SECTION:

- 2.11.010: Purpose
- 2.11.020: Application And Compliance
- 2.11.030: General Guidelines
- 2.11.040: Definitions
- 2.11.050: Bid Evaluation
- 2.11.060: Responsibility Of Bidders And Offerors
- 2.11.070: Right To Inspect Facilities And Audit Records
- 2.11.080: Reporting Of Anticompetitive Practices
- 2.11.090: Prequalification
- 2.11.100: Competitive ~~Sealed~~ Bidding
- 2.11.110: Competitive ~~Sealed~~ Proposals (RFP)
- 2.11.120: Minimal Purchases
- 2.11.130: Small Purchases
- 2.11.140: State Contract Purchasing
- 2.11.150: Recent Purchases By Another Government Agency
- 2.11.160: Contracting For Designated Professional Services
- 2.11.170: Contracts With Other Governmental Entities
- 2.11.180: Sole Source Procurement
- 2.11.190: Emergencies, Public Threats And Unforeseen Conditions
- 2.11.200: Procurement Protests
- 2.11.210: Sanctions
- 2.11.220: Remedies For Solicitations Or Awards In Violation Of Law
- 2.11.230: Routine Expenditures
- ~~2.11.240: Payroll Obligations~~
- 2.11.240: Providing Information And Records
- 2.11.250: Blanket Purchase Order
- 2.11.260: Administrative Regulations And Policies
- 2.11.270: Authorized Contract Types
- 2.11.280: Signing Authority
- 2.11.290: Disposal Of Surplus Property

2.11.010: PURPOSE:

The purpose of this chapter is to ensure that the City purchases goods and services in a manner that ensures that all such purchases are made fairly, equitably, efficiently, and economically and in the best interest of its residents. ~~{Ord. 2016-28, 11-3-2016}~~

2.11.020: APPLICATION AND COMPLIANCE:

- A. This chapter applies to agreements for the procurement of supplies, services and construction entered into by the City. This chapter applies to every expenditure of public funds by the City for public purchasing irrespective of the source of the funds. Any expenditure involving Federal funds shall comply with applicable Federal law and regulations. Nothing in this chapter shall prevent the City from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.
- B. The City may take any action with respect to purchasing, bidding and contracting that is in the best interest of the City, including rejecting any bid from a bidder in an adverse position to the City in a present, pending or threatened litigation. The City may also reject a nonresponsive bid, and may reject bids when the City's interest will be served, unless this rejection would be contrary to existing law or be considered arbitrary. Finally, the City may waive or modify requirements within a particular bid process when it is in the best interest of the City, and when it is consistent with mandatory applicable legal requirements and fair and equitable practices. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.030: GENERAL GUIDELINES:

- A. The City Manager may act as the Purchasing Agent. The City Manager may delegate authority to purchase certain supplies, services or construction items to other City officials, if the delegation is necessary for the effective procurement of those items. The City Manager may designate a Purchasing Agent whose duties include procurement, soliciting bids and proposals, advising City departments regarding procurements, maintaining a bidders' list and vendor files, as well as records needed for purchasing. Responsibility rests with employees who purchase goods and services, department directors, and the City Manager.
- B. Purchasing Agent or any department or division may prepare, file or amend specifications, requisitions or quantity estimates for supplies and services.
 - 1. ~~—1.—~~ Purchases ~~not exceed less than ng five ten~~ thousand dollars (~~\$5,000.00~~ \$10,000) may be made with the approval of department directors or the city manager, with or without competitive ~~sealed~~ bids or quotes. Departments should take reasonable steps to assure fair pricing.
 - 2. Subject to the provisions of section 2.11.130. Purchases between ~~five ten~~ thousand dollars (~~\$5~~10,000.00) and ~~twenty-seventy-~~ five thousand dollars (~~\$2575~~10,000.00) shall be made only after soliciting at least three (3) formal quotes or completing the competitive ~~sealed~~ bidding process.

3. All purchases of or exceeding ~~seventy-two~~ seventy-five thousand dollars (\$~~25~~75,000.00) shall be made only after completing the competitive sealed bidding process. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.040: DEFINITIONS:

BUSINESS: Any corporation, limited liability company, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

BUSINESS DAY: Any day when the city administration offices are open for public business.

CONSTRUCTION: The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine repair or routine maintenance of existing structures, buildings, or real property.

CONTRACTOR: Any person having an agreement with the city.

DEPARTMENT: Any city department, commission, committee, board, or agency requiring the procurement of supplies, services, or construction pursuant to this chapter.

DIRECTOR OF FINANCE: The city's appointed director of finance.

EMPLOYEE: An individual drawing a salary or wages from the city, whether elected or not; any noncompensated individual performing personal services for the city or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the city; and any individual serving as an elected official of the city.

INVITATION FOR BIDS: All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

MANAGER: The city's appointed manager.

PERSON: Any business, individual, union, committee, club, other organization, or group of individuals.

PROCUREMENT: The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of agreement, and all phases of agreement administration.

PROFESSIONAL SERVICES: Those services that are provided by a person skilled in the practice of a learned or technical discipline. Providers of professional services often require prolonged and specialized intellectual training, and profess attainments in special knowledge as distinguished from mere skills. Disciplines may include, but are not limited

to, accounting, auditing, court reporting, experts in a specialized field, finance, law, materials testing, medicine, and others.

PUBLIC AGENCY: A public entity subject to or created by the city.

PURCHASING AGENT: The city manager or other persons designated in this chapter to procure supplies, services, or construction on behalf of the city.

REQUEST FOR PROPOSALS OR RFP: All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

RESPONSIBLE BIDDER OR OFFEROR: A person who has the capability in all respects to perform fully the agreement requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

RESPONSIVE BIDDER: A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

SERVICES: The furnishing of labor, time, or effort by any person, including professional services.

SUPPLIES: All property, including, without limitation, equipment, materials, printing, insurance, and leases of real property, but excluding land or a permanent interest in land. ~~{Ord. 2016-28, 11-3-2016}~~

2.11.050: BID EVALUATION:

- A. Generally: Bids, proposals, and related matters shall be evaluated using the criteria in this section.
- B. City's Evaluation Process: When evaluating matters, the city shall consider the following:
 1. Solicitation Criteria: The city shall consider the evaluation criteria stated in a bid or proposal package or other solicitation document.
 2. Policy Criteria: As further described in this section, the city shall consider whether a bid, proposal or other offer or submission is responsive to the city's request; whether the bidder or offeror is responsible; and whether any element conflicts with the other criteria of this chapter.
 - a. Due Diligence: The city may take steps as it deems appropriate to verify and determine any matter. The city shall determine in its sole discretion what steps may be appropriate in light of the matters being considered and the resources of the city. The failure to discover any matter shall not preclude any subsequent evaluation or action.

- b. Records: In the manner it shall determine, the purchasing agent shall retain in the procurement file records relevant to a solicitation or award; provided, however, that if the award contract is approved by resolution of the city council, the city recorder shall keep the procurement file records.
- c. Evaluating Responsiveness: To be responsive, a bid, proposal or other offer or submission must conform in all material respects to the terms of the city's solicitation documents. Such terms may include, without limitation, using bid forms, mandatory submittals, required securities, and appropriate substantive responses. Ministerial errors and other matters in a bid, proposal or other offer or submission will not necessarily render it nonresponsive, and the purchasing agent shall review such matters and determine whether the submission is responsive. The purchasing agent may evaluate responsiveness based on any additional reasonable criteria.
- d. Evaluating Responsibility: To be responsible, a bidder or offeror must have the capability in all respects to fully perform the agreement requirements, and the integrity, capacity and reliability which will assure timely, proper performance.
- e. Factors: The city may consider any relevant factors when evaluating responsibility, including, without limitation, the following:
 - i. The bidder's capacity to perform the contractual requirements, including whether the bidder has available appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them. Without limitation, capacity may also include legal capacity to enter agreements, the ability to perform within required times, or the ability to perform any necessary future service and maintenance.
 - ii. The bidder's ability, skill and quality of performance.
 - iii. The bidder's character, integrity, reputation, judgment, experience and efficiency.
 - iv. The bidder's ability to work cooperatively with the city, including, without limitation, whether the bidder has previously failed to comply with city agreements or other requirements; nonpayment of sums due to the city; poor working relationships with or adversarial actions against the city; prior suspension or other proceedings by the city against the bidder; or failure to assist the city in determining responsibility.

- f. Making A Determination: The submission of any bid, proposal or other offer or submission constitutes an agreement by the bidder or offeror to reasonably assist the city with its determination of responsibility.
- g. Effect Of Determination: The city's determination of responsibility relates solely to a bidder's overall ability to perform for a specific procurement, and is not a general assessment of a bidder's capabilities.
- h. Evaluating Specific Matters: For any bid, proposal, other offer, or submission:
 - i. Tie Bids: Tie bids occur when identical prices are submitted from responsive and responsible bidders and that price is the low bid. The purchasing agent shall make an award in a manner that is beneficial to the city, and may make an award in a manner that will discourage tie bids. Such may include:
 - (A) Award to the person closest to the point of delivery.
 - (B) Award to the person who previously held the agreement.
 - (C) Award to the person with the earliest delivery date.
 - ii. Only One Bid Received: If the city receives only one responsive bid, proposal or other offer or submission, the city may make an award to that bidder or offeror if the purchasing agent determines that the bid, proposal or other offer or submission is fair and reasonable and conforms to all applicable requirements, and that other prospective bidders or offerors had reasonable opportunity to respond or that there is not adequate time for a resolicitation. The written determination and basis for decision by the purchasing agent shall be placed in the procurement file. Alternatively, the city may reject the sole bid, proposal or other offer or submission.
- i. Inspections And Tests: The city may perform inspections, tests and other evaluations in any manner conducive to the city's interest, including, without limitation, the use of third parties. All prospective and actual recipients of a bid or agreement shall provide all reasonable assistance and information required by the city to perform any such inspection, test or other evaluation.
- j. Modifying Submissions: After the time for submission, a bid, proposal or other offer or submission may be modified as follows:
 - i. Confirmation: When it appears a mistake has been made, or when the city desires an assurance of any matter, the city may request a bidder or offeror to confirm in writing such bid, proposal or other offer or submission.

- ii. Notification Of Error: A bidder or offeror shall notify the purchasing agent of any error contained in a bid, proposal or other offer or submission within two (2) business days after bid opening or the time for submitting proposals unless the purchasing agent waives this requirement. The purchasing agent shall have sole discretion to determine whether to permit any such modification or withdrawal.
- iii. Modifications By Agreement: The purchasing agent may agree with a bidder or offeror to any modifications so long as they do not prejudice fair competition or the city's interests. Modifications may include such matters as the following:
 - (A) Time For Accepting: The purchasing agent and bidder or offeror may agree that a bid, proposal or other offer or submission will remain effective for a longer period of time than that stated in the bid, proposal or other offer or submission.
 - (B) Subcontractor Or Supplier Changes: Any proposed change in subcontractors or suppliers must be submitted to the purchasing agent, and the purchasing agent may reject any such proposed change. The bidder or offeror will receive no additional compensation as a result of a change to any subcontractors or suppliers, and must continue to meet the requirements of any federally mandated program and other contractual and legal requirements.
 - (C) Change In Specifications: The purchasing agent and bidder or offeror may agree to a change in specifications when such change is in the city's interest, is reasonably related to the work originally solicited, and would not be prejudicial to fair competition.
 - (D) City's Correction Of Ministerial Mistakes: The purchasing agent may at any time correct mistakes in a bid or proposal that are of a ministerial or minor nature. Ministerial or minor informalities are clerical errors and matters of form rather than substance that are evident from the document, or insignificant mistakes or informalities that can be waived or corrected without prejudice to other bidders or offerors. They generally do not have a substantial effect on price. Examples include a failure to:
 - (1) Sign the bid, proposal, or other submissions requiring signature, but only where they are accompanied by other materials indicating intent to be bound.

(2) Acknowledge receipt of an addendum, but only if the materials demonstrate the bidder or offeror received the addendum and intended to be bound by it, or the addendum has a negligible effect on the bid, proposal or other offer or submission.

(E) City's Correction Of Mistakes Where The Intent Is Evident: If the intent of the bid, proposal or other offer or submission is clearly evident on the face of the document, the purchasing agent shall correct it as intended and it may not be withdrawn. Examples include:

(1) Typographical errors. Errors in extending unit prices.
Transposition errors. Arithmetical errors.

(2) Differences in written and numerical prices (written shall control).

(F) No Withdrawal For Mistakes Where Intent Is Not Evident: If the bidder or offeror's intent is not clearly evident on the face of the document, the bid, proposal or other offer or submission may not be withdrawn except as agreed by the purchasing agent.

(G) Correcting Errors In Judgment: Errors in judgment may not be corrected, and the bid, proposal or other offer or submission may not be withdrawn, except as agreed by the purchasing agent. The purchasing agent may allow correction of an error in judgment if it can be done without prejudice to other bidders or offerors. The purchasing agent may allow withdrawal if it is in the city's interest. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.060: RESPONSIBILITY OF BIDDERS AND OFFERORS:

Bid and performance bonds or other security as specified on the city's bid form are required on all construction contracts in excess of ~~twenty five~~ one hundred thousand dollars (~~\$25,000.00~~ \$100,000) (or such lesser threshold as may be required from time to time by state law) and may be requested for supply agreements or service agreements as the purchasing agent deems advisable to protect the city's interests. Any such bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.070: RIGHT TO INSPECT FACILITIES AND AUDIT RECORDS:

The city may, at reasonable times:

- A. Inspect the part of the plant, place of business, or worksite of a contractor or subcontractor which the city determines is pertinent to the performance of any agreement awarded or to be awarded by the city; and
- B. Audit the books, accounting and any applicable records of any contractor or subcontractor. ~~{Ord. 2016-28, 11-3-2016}~~

2.11.080: REPORTING OF ANTICOMPETITIVE PRACTICES:

When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the city attorney.

~~{Ord. 2016-28, 11-3-2016}~~

2.11.090: PREQUALIFICATION:

Where deemed appropriate by the city, bidders, proponents and/or suppliers may be prequalified for particular types of supplies, services and construction to determine the responsibility of such persons.

- A. Standard Of Responsibility: Factors to be considered in determining whether the standard of responsibility has been met by a bidder or supplier in connection with a prequalification include:
 - 1. Availability of the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate the capability of the bidder or supplier to meet all contractual requirements;
 - 2. A satisfactory record of performance;
 - 3. A satisfactory record of integrity;
 - 4. Legal qualifications to contract with the city; and
 - 5. Whether all necessary information has been supplied in connection with the inquiry concerning responsibility.
- B. Information Pertaining To Responsibility: In connection with a proposed prequalification, the bidder, proponent or supplier shall supply information requested by the city concerning the responsibility of such person. If such information is not supplied, the city shall base its determination of responsibility upon any available information or may find the bidder or supplier nonresponsible if such failure is unreasonable, as determined by the city. ~~{Ord. 2016-28, 11-3-2016}~~

2.11.100: COMPETITIVE ~~SEALED~~ BIDDING:

- A. Conditions For Use: ~~All city purchases shall be~~The city may use competitive sealed bidding or other processes designed to assure competitive bidding awarded and obtained by competitive sealed bidding except as otherwise provided in this chapter.
- B. Invitation For Bids: Each ~~competitive sealed~~ bid proceeding shall be commenced by the purchasing agent or designee issuing an invitation for bids, which shall include specifications and all contractual terms and conditions applicable to the procurement, and otherwise shall be in compliance with this chapter. All specifications shall be drafted so as to promote overall economy for the purposes intended and to encourage competition in satisfying the city's needs, and shall not be unduly restrictive. The policy set forth in this section applies to all specifications including, without limitation, those prepared for the city by architects, engineers, designers, and draftsmen.
- C. Public Notice: All noticing shall be processed through the city recorder or designee. Adequate public notice of the invitation for bids shall be given for a reasonable time, and not less than five (5) working days prior to the date set forth therein for the opening of bids. ~~Such notice may include publication in a newspaper of general circulation a reasonable time prior to bid opening. Notice will be shared on the public notice website and on other websites and in other appropriate forums. Notice may also be shared directly with potential providers or vendors.~~ The public notice shall state the place, date, and time of bid opening.
- D. Bid Opening: All bids shall be accepted and opened by the city recorder or designee. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, the name of each bidder, and such other relevant information as the purchasing agent deems appropriate, shall be recorded; the record and each bid shall be open to public inspection.
- E. Bid Acceptance And Evaluation: Bids shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include, without limitation, criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the invitation for bids. Those criteria that will affect the bid price and be considered in evaluation for award (such as discounts, transportation costs, and total or life cycle costs) shall be objectively measurable.
- F. Correction Or Withdrawal Of Bids; Cancellation Of Awards: Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or agreements based on such bid mistakes, may be permitted by the purchasing agent where appropriate. Mistakes discovered before bid opening

may be modified or withdrawn by written, digital or facsimile notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After the bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

1. The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
2. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or agreements based on bid mistakes, shall be supported by a written determination made by the purchasing agent.

G. Award: Award shall be made with reasonable promptness by ~~written~~ reasonable notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids, unless otherwise provided for in this chapter. Such notice shall be sent by mail, ~~facsimile transmission~~, electronic mail and/or by posting on the city's website.

H. Multistep Sealed Bidding: When it is considered impractical to prepare an initial purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

I. Cancellation Of Invitation For Bids: An invitation for bids or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part, as may be specified in the solicitation, when it is in the city's interest. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when in the best interests of the city. Notice of cancellation shall be sent to all persons responding to the solicitation, which notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.110: COMPETITIVE ~~SEALED~~ PROPOSALS (RFP):

A. Conditions For Use: When the purchasing agent determines in writing that the use of competitive ~~sealed~~ bidding is either not practicable or not advantageous to the

city, a purchase may be made by use of the competitive ~~sealed~~ proposals method described in this section.

- B. Request For Proposals: Competitive ~~sealed~~ proposals shall be solicited through a request for proposals ("RFP").
- C. Public Notice: Adequate public notice of the RFP shall be given in the same manner as provided in subsection 2.11.100C of this chapter.
- D. Receipt Of Proposals: No proposal's contents, except for the names of the offerors, shall be disclosed to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after award.
- E. Evaluation Factors: The RFP shall state the relative importance of price and other evaluation factors, including the quantitative basis for evaluation. No criteria may be used in an RFP response evaluation that is not set forth in the RFP.
- F. Discussion With Responsible Offerors And Revisions To Proposals: As provided in the RFP, discussions may be conducted with responsible offerors who submit proposals determined to have a reasonable chance of being selected in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment to discuss and revise proposals in writing and such written revisions may be permitted after submissions and prior to award to obtain best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors, except for the names of the offerors.
- G. Award: Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city, taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation. The file shall contain the basis on which the award is made.
- H. Cancellation Of An RFP: An RFP or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part, as may be specified in the solicitation, when it is in the best interests of the city. Each solicitation issued by the city shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when in the city's best interest. Notice of cancellation shall be sent to all persons responding to the solicitation. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.120: MINIMAL PURCHASES:

A. Applicability: This section applies to the purchase of goods, supplies, materials, equipment or services having a total value of not more than ~~five-ten~~ thousand dollars (~~\$5,000.00~~\$10,000). So long as funds used for such purchases are part of the approved annual budget for the department making the purchase, purchases may be approved.

1. Purchases of operational or construction related supplies or nonprofessional services having a total value of less than ten thousand dollars (\$10,000.00).

2. ~~2.~~ Purchases of professional services having a total value of less than sixty thousand dollars (\$60,000.00), but only when such purchase is approved in writing in advance by the department director, the purchasing agent and the Director of Finance and Administration.

3. ~~3.~~ Purchases of construction work, but not architectural and engineering services, having a total value of less than thirty-five thousand dollars (\$35,000.00), but only when such purchase is approved in writing in advance by the department director, the purchasing agent and the Director of Finance and Administration.

~~1.4.~~ ~~4.~~ Purchases of building improvements or public works projects having a total value of less than thirty-five thousand dollars (\$35,000.00).

A.B. Required Accounting Procedures: Any department making purchases under this section shall implement and follow accounting procedures that are acceptable to the Finance Director.

B.C. Agreement: Any purchases of professional services or construction under this section shall be formalized using an agreement, and such agreement shall state the minimum terms necessary to protect the City's interest. The fully executed agreement shall be filed with the City Recorder's Office.

C.D. Authorized Parties: Only the purchasing agent, department heads and employees designated by department heads may make minimal purchases under this section.

D.E. Procedure: Minimal purchases may be made by any reasonable means. Documentation shall be retained by the purchaser and archived in the individual department's purchase records to demonstrate reasonableness.

E.F. Manipulation Prohibited: Purchases shall not be artificially divided into smaller amounts to fall within this section. Such prohibition includes, without limitation, awarding numerous purchases to a single person for substantially similar performances, or by dividing the work required for a single project solely for purposes of making use of this section. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.130: SMALL PURCHASES:

A. Applicability: ~~The following purchases may be made by the authorized parties set forth in subsection B., below:~~~~This section applies to the purchase of goods, supplies, materials, equipment or services, having a total value of not more than twenty-five thousand dollars (\$25,000.00), when such purchase is approved in writing in advance by the head of the department making the purchase and the manager. So long as funds being used are available under the approved budget, no other approval is required.~~

1. Contracts for operational or construction related supplies or nonprofessional services having a total value of ten thousand dollars (\$10,000.00) and not more than seventy-five thousand dollars (\$75,000.00).
2. Purchases of building improvements having a total value of thirty-five thousand dollars (\$35,000.00) and not more than the bid limit specified in Section 11-39-101(1) of the Utah Code Annotated. ~~the definition of "bid limit" in section 3.10.030 of this chapter.~~
3. Purchases of public works projects having a total value of thirty-five thousand dollars (\$35,000.00) and not more than the bid limit specified in Section 11-39-101 of the Utah Code Annotated. ~~the definition of "bid limit" in section 3.10.030 of this chapter.~~

A.B. Authorized Parties: Only the purchasing agent, department heads and employees designated by department heads shall make small purchases as defined in this section. In making small purchases, the following procedures shall be used in lieu of a bid or proposal process:

1. Solicitation And Award: Purchases shall be made by soliciting quotes from no fewer than three (3) vendors. Such solicitation may be completed in any reasonable manner including, without limitation, telephone inquiry, internet search or other price comparison. Award shall be made to the vendor offering the lowest responsible quotation.
2. Records: Any department making a small purchase shall retain a record of the names of the prospective vendors contacted, those offering quotations, and the date and amount of each quotation, and shall document all quotes received.

B.C. Manipulation Prohibited: Purchases shall not be artificially divided to fall within this section. Such prohibition includes, without limitation, awarding numerous purchases to a single person for substantially similar performances, or by dividing the work required for a single project solely for purposes of making use of this section.

C.D. Small Purchase Modifications And Renewals: Any agreement solicited under this section shall not be modified in excess of the maximum dollar limit specified

above, or renewed on a successive basis with the same party, without written approval of the purchasing agent or the manager. ~~{Ord. 2016-28, 11-3-2016}~~

2.11.140: STATE CONTRACT PURCHASING:

Because an appropriate bid procedure has already been completed by the state of Utah, any item that is a state contract or cooperative pricing contract item may be purchased without following any otherwise applicable bid requirements, provided that the purchasing agent or department head making the purchase shall document the state contract number used and record that information in the purchase file. ~~{Ord. 2016-28, 11-3-2016}~~

2.11.150: RECENT PURCHASES BY ANOTHER GOVERNMENT AGENCY:

When purchasing supplies, material or equipment from a vendor who has been awarded a bid for the same items from another governmental entity within the preceding ninety (90) days, the price paid by the other governmental entity shall be deemed to be the lowest price available for such items and the city need not follow any other bidding requirements, provided that the purchasing agent or department head making the purchase shall maintain in the purchase file appropriate documentation demonstrating compliance with the requirements of this section. ~~{Ord. 2016-28, 11-3-2016}~~

2.11.160: CONTRACTING FOR DESIGNATED PROFESSIONAL SERVICES:

The city may procure the services of financial and legal advisors, planners, architects, engineers, accountants, physicians, dentists, veterinarians, and construction managers as defined by the laws of the state of Utah, and similar other professional services, as negotiated based on demonstrated competence and qualification and at fair and reasonable prices. ~~{Ord. 2016-28, 11-3-2016}~~

2.11.170: CONTRACTS WITH OTHER GOVERNMENTAL ENTITIES:

Whenever the city agrees to make purchases together with another governmental entity, and the agreement is entered in compliance with the solicitation procedures of that other entity, the city shall be deemed to have complied with the city's solicitation requirements. Contracted services from other governmental entities are exempt from any requirements to obtain bids or quotes. Unless not legally required, all contracts with other governmental entities shall comply with the Utah Interlocal eCooperation act 1 and shall be approved by resolution of the city council. ~~{Ord. 2016-28, 11-3-2016}~~

Notes

1 1. UCA § 11-13-101 et seq.

2.11.180: SOLE SOURCE PROCUREMENT:

A. Definition: Without limitation, sole source procurement may arise when:

1. The city needs a supply or service of a unique or specialized nature, and only one known supplier is reasonably available to meet the need.
 2. Specific parts, accessories, equipment, materials, services, proprietary items or other items are necessary to meet the city's needs, and there are no comparable items reasonably available.
 3. Items are procured for resale.
- B. Procedure: To use sole source procurement, the purchasing agent shall place a written determination in the procurement file after conducting a good faith review of available sources, stating why no other sources are reasonably available, or why competition would not be likely to produce other acceptable offers. Sole source procurement shall not be used only to accommodate a desire for a particular proprietary item unless the city has a very specific need for such item which can be justified in writing. The city shall be deemed to have a very specific need when there is a need to procure matching or compatible supplies and services and when other similar supplies and services would not be reasonably beneficial to the city's needs. The purchasing agent or designee shall negotiate and use appropriate means to obtain the best price available for any item procured under this section. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.190: EMERGENCIES, PUBLIC THREATS AND UNFORESEEN CONDITIONS:

- A. Generally: Notwithstanding any other provisions of this chapter, and conditioned on prior appropriation of necessary funds by the city council, the purchasing agent may make, or authorize others to make, emergency procurement of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that procurement in response to such emergencies, public threats or unforeseen conditions shall be made with such competition as is practicable under the circumstances. Procurement made on this basis shall occur as set forth in this section, subject, however, to any contrary requirements of, or procedures under, Utah state law or any emergency management plan for the city from time to time in effect.
- B. Definitions: The conditions specified in this section are defined as follows:

EMERGENCY CONDITION: Creates an immediate and serious need for supplies or services that cannot adequately be addressed using normal procurement methods. Such a need may arise by reason of a natural disaster, epidemic, riot, equipment failure or other reason.

PUBLIC THREATS: Circumstances that appear likely to adversely impact the public's health, welfare, convenience or safety. They may arise when circumstances appear to create a risk of environmental contamination, traffic congestion or hazards, disruption of utility or other public services, or other matters.

UNFORESEEN CONDITION: Creates a need to procure supplies or services within time frames that could not reasonably be anticipated or accommodated under normal procurement methods.

- C. Procedure: The purchasing agent shall examine the circumstances and determine whether they constitute a condition set forth above. If so, the purchasing agent may take any action required by such condition. The purchasing agent shall place in the procurement file a written determination and explanation of the condition. Procurement should be as competitive as possible under the circumstances, but priority shall be given to meeting the needs of the emergency or combating the public threat. Only those supplies and services impacted by the condition in question may be acquired under this section. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.200: PROCUREMENT PROTESTS:

Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or award of a contract for procurement may protest the procurement by filing a written protest with the purchasing agent. The protest shall contain the following information:

- A. The protesting party's name, mailing address and daytime telephone number, the signature of the protesting party or the attorney for the protesting party, and the date the protest is signed; and
- B. The relief sought, a statement of facts and a recitation of the reasons and legal authority in support of the protest sufficient to permit review.
- C. Protests shall be submitted prior to the closing date for receiving bids or proposals unless the protestor did not know and could not reasonably have known of the facts giving rise to the protest prior to such time, but in any event, all protests shall be submitted within five (5) business days after the closing date for receiving bids or proposals.
- D. The city may proceed with the procurement despite the protest, except that the purchasing agent may suspend the procurement process for so long as ~~he~~ they determines is appropriate.
- E. The purchasing agent may designate another individual to assist in reviewing the matter, which assistance may include finding facts, analyzing the protest, and making recommendations to the purchasing agent.
- F. The purchasing agent or designee may request additional information from the protesting party or from other persons to make a determination. The protesting party shall provide all information requested by the purchasing agent reasonably needed to decide the protest except information which is protected from disclosure

by law, or which could reasonably be expected to result in unfair competitive injury to the protestor.

- G. The purchasing agent shall review and decide protests, and shall issue a written determination to the protesting party within fifteen (15) business days of receipt of the protest.
- H. The protesting party may appeal the written decision of the purchasing agent by filing a written appeal with the manager within five (5) business days of the purchasing agent's written determination. Unless otherwise agreed to by the city and the appellant, the hearing shall be held no sooner than five (5) business days and no later than thirty (30) business days after the date that the appeal is filed.
- I. At the hearing before the manager, the appellant and the city's representative shall be allowed to testify, present evidence, and comment on the issues. The manager also may allow other interested persons to testify, comment or provide evidence on the issues.
- J. No later than fifteen (15) business days after the hearing, the manager shall issue a signed order either granting the appeal in whole or in part, or upholding the determination of the purchasing agent in whole or in part. The order of the manager shall include:
 - 1. The decision, and any reasons for the decision the manager may wish to provide; and
 - 2. A statement that any party to the appeal may appeal the decision to the district court.
- K. If the manager fails to issue a decision within fifteen (15) business days after the hearing, said failure shall be considered the equivalent of an order denying the appeal.
- L. The manager may appoint a person other than the purchasing agent to fulfill the manager's responsibilities under this section. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.210: SANCTIONS:

- A. It is unlawful:
 - 1. For any bidder or prospective bidder, or city employee or city officer, in restraint of freedom of competition or otherwise, by agreement with any other person, bidder, or prospective bidder, to bid a fixed price, or to "rotate" bidding practices among competitors unless specifically authorized by the City's policies, rules and regulations;

2. For any person to offer or to give to any employee of the city or any member of his immediate family, any gain, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or other form, under circumstances in which it could reasonably be intended to influence him or could reasonably be expected to influence him in his duties concerning the award of any contract or order of purchase, or for any city employee to directly or indirectly solicit or directly or indirectly accept any such gift for such purpose;
 3. For any city employee or city officer to disclose, in advance of the opening of the bids, the content of any bid invited through the formal competitive bidding procedure;
 4. For any city employee or city officer to actively participate in the awarding of a contract from which he will directly benefit; and
 5. For any city employee or city officer or other person to appropriate for personal or private use any item of public property.
- B. Any city employee or city officer committing any of the foregoing acts may be discharged or suspended from employment, and the city may seek additional appropriate legal redress.
- C. At the discretion of the city council, the following contracts are voidable:
1. Contracts which result from a conflict of interest under this chapter or other applicable law;
 2. Contracts awarded to a person or firm that tried to influence the award of such contract by offering something of value to any city officer or city employee; and
 3. Contracts awarded by a city officer or city employee circumventing the requirements of this chapter or other applicable statute.
- D. The city council hereby declares its intent that the contracts described in subsections C1 through C3 of this section would not have been entered into on behalf of the city if such misconduct had been discovered prior to the execution of the contract. In this regard, the council further states that no city officer or city employee has authority, either actual, apparent or implied, to negotiate or execute any such contract and that such contract shall, at the discretion of the city council, be voidable, unless the action of the city officers or city employees in executing the contract is ratified by affirmative action of the city council after the misconduct was discovered and made known to the city council.
- E. All persons or firms responsible for any misconduct prohibited by this section shall be liable to the city for any losses incurred by the city resulting from any contract awarded due to such misconduct. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.220: REMEDIES FOR SOLICITATIONS OR AWARDS IN VIOLATION OF LAW:

- A. Prior To Bid Opening Or Closing Date For Receipt Of Proposals: If, prior to the bid opening or the closing date for receipt of proposals, the purchasing agent, after consultation with the city attorney, determines that a solicitation is in violation of applicable law, then the solicitation or proposed award shall be canceled or revised to comply with applicable law.
- B. Prior To Award: If, after a bid opening or the closing date for receipt of proposals, the purchasing agent, after consultation with the city attorney, determines that a solicitation or a proposed award of an agreement is in violation of applicable law, then the solicitation or proposed award shall be canceled.
- C. After Award: If, after an award, the purchasing agent, after consultation with the city attorney, determines that a solicitation or award of an agreement was in violation of applicable law, then:
 - 1. If the person awarded the agreement has not acted fraudulently or in bad faith:
 - a. The agreement may be ratified and affirmed, provided it is determined that doing so is in the city's best interests; or
 - b. The agreement may be terminated and the person awarded the agreement shall be compensated for the actual costs reasonably incurred under the agreement, plus a reasonable profit, prior to the termination; or
 - 2. If the person awarded the agreement has acted fraudulently or in bad faith, the agreement may be declared null and void or voidable, if such action is in the city's best interests. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.230: ROUTINE EXPENDITURES:

- A. Notwithstanding anything in this chapter to the contrary, but subject to statutory compliance by the city's director of finance and treasurer, the manager or designee may approve for payment routine expenditures such as utility bills, leases and payroll related expenses, provided that such expenditures are referenced in the then approved budget, that the funds are available for such expenditures, and that sufficient documentation is provided concerning such expenditures.
- B. The manager or designee also similarly may approve payments for supplies, nonprofessional and professional services and payments on city approved contracts, provided that such expenditures are referenced in the then approved budget, that the funds are available for such expenditures, and that sufficient documentation is provided concerning such expenditures. ~~(Ord. 2016-28, 11-3-2016)~~

2.11.240: PAYROLL OBLIGATIONS:

~~Notwithstanding anything in this chapter to the contrary, but subject to statutory compliance by the city's director of finance and treasurer, the manager or designee may approve payroll checks prepared in accordance with a salary schedule approved by the city council. (Ord. 2016-28, 11-3-2016)~~

2.11.240: PROVIDING INFORMATION AND RECORDS:

- A. Information and copies of records under this chapter may be requested from the city recorder pursuant to the government records access and management act ("GRAMA"), Utah Code Annotated section 63G-2-101 et seq.
- B. Quotations shall remain confidential until all quotations have been received. ~~(Ord. 2016-28, 11-3-2016)~~
- C. Sealed bids shall remain confidential until the bids are opened, after which they shall be available for public inspection if provided by GRAMA, except for information or data that the bidder designates as proprietary or confidential.
- D. Sealed bids shall remain confidential until the bids are opened, after which they shall be available for public inspection if provided by GRAMA, except for information or data that the bidder designates as proprietary or confidential.

2.11.250: BLANKET PURCHASE ORDER:

Notwithstanding anything in this chapter to the contrary, the manager, purchasing agent or designee may arrange blanket purchase orders with suppliers which shall authorize continuing charges against the city. Such purchase orders shall be reviewed and renewed at least once each fiscal year. The manager, purchasing agent or designee shall, in advance of any transaction negotiated upon such blanket purchase order, notify the merchant or supplier of the specific city employee authorized to take delivery and sign the purchase order. No billing against the city shall be valid as applied against the purchase order unless the person taking delivery was authorized to do so and the blanket purchase order shall be available for public inspection if required by GRAMA.

~~A. Sealed bids shall remain confidential until the bids are opened, after which they shall be available for public inspection if provided by GRAMA, except for information or data that the bidder designates as proprietary or confidential.~~

B. Sealed proposals shall remain confidential until an award is made. After award of a contract, the successful proposal shall be available for public inspection if provided by GRAMA, except for information or data that the bidder designates as proprietary or confidential. (Ord. 2016-28, 11-3-2016)

2.11.260: ADMINISTRATIVE REGULATIONS AND POLICIES:

The manager may prescribe administrative regulations and procedures which are consistent with the provisions of this chapter and other written financial procedures approved by the city council. ~~{Ord. 2016-28, 11-3-2016}~~

2.11.270: AUTHORIZED CONTRACT TYPES:

As authorized by Utah Code Annotated 63G-6a-1205(4), the city is authorized to use any of the following contract types:

- A. A fixed price contract;
- B. A fixed price contract with price adjustment;
- C. A time and materials contract;
- D. A labor hour contract;
- E. A definite quantity contract;
- F. An indefinite quantity contract;
- G. A requirements contract;
- H. A contract based on a rate table in accordance with industry standards; or
- I. A contract that includes one (1) or more of the following construction delivery methods:
 - 1. Design-build;
 - 2. Design-bid-build; or

~~3. Construction contractor. {Ord. 2016-28, 11-3-2016}~~

~~4.3.~~

2.11.280: SIGNING AUTHORITY:

The City Council may authorize the Manager to sign any agreement, purchase order, obligation, form, or other document. In addition, the Manager has authority to sign all documents necessary to allow the City to make minimal purchases and small purchases, as defined in this chapter, provided that funds have been previously appropriated by the City Council. When a specific appropriation has been made by the City Council, or for aAny contract or written obligations less than \$100,000, the Manager may sign. signed by the Manager in excess of fifty thousand dollars (\$50,000.00) or where a specific appropriation has not been made by the City Council must be signed by the Mayor and attested by the City Recorder. {Ord. 2016-28, 11-3-2016}

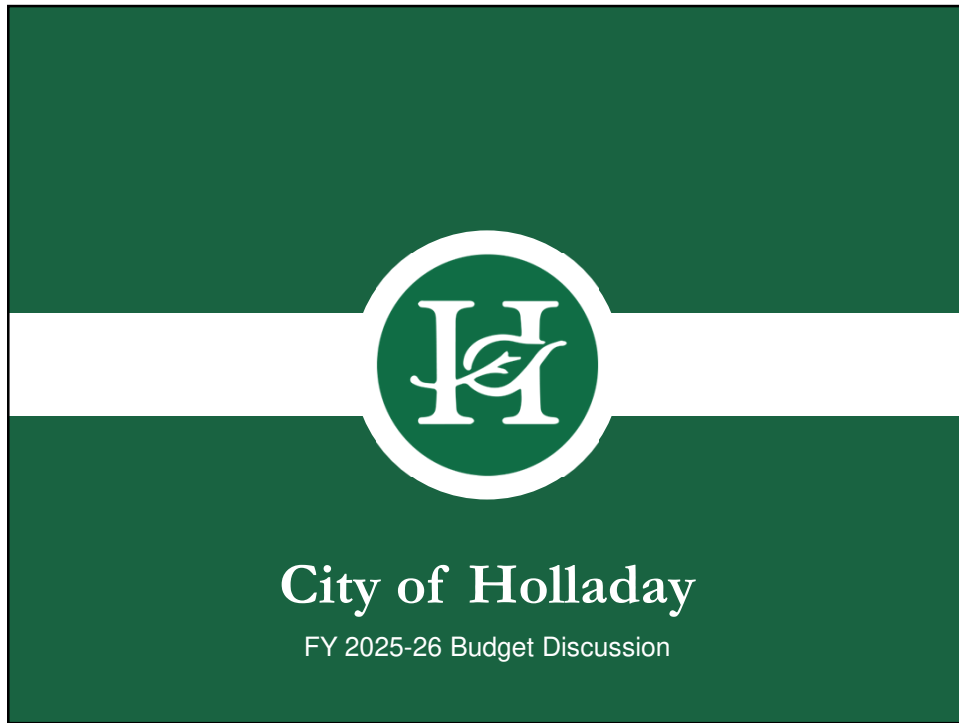
- A. In any document accepted by the City in which a signature is required or used, the City may authorize the use of an electronic signature, so long as it complies with the requirements of this section.
- B. The use of an electronic signature shall have the same force and effect as the use of a “wet” or manual signature if:
 - 1. The signature is capable of verification;
 - 2. The signature is under the sole control of the person using it; and
 - 3. The signature is linked to the data in such a manner that it is readily ascertainable if the data is changed after the signature is applied.
- C. The City Manager shall determine acceptable technologies and vendors under this section consistent with industry best practices to ensure the security and integrity of the data and the signature. The City Manager shall further determine the documents for which the City will accept electronic signatures.

2.11.300: DISPOSAL OF SURPLUS PROPERTY:

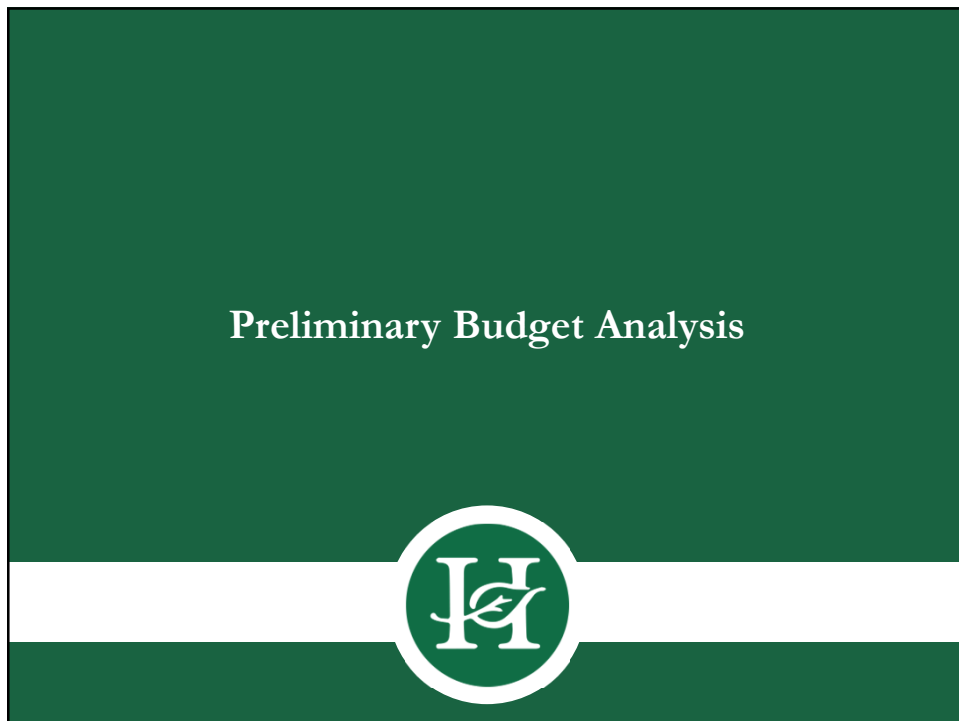
- A. Purpose: For purposes of this section, significant parcel of real property shall be defined as either a parcel or lot at least one-fourth (1/4) acre in size or having a value of more than one hundred thousand dollars (\$100,000.00) or property of any size dedicated to public use. Significant personal property shall be defined as an item or a collection of like items having a value in excess of fifty thousand dollars (\$50,000.00) as determined by reasonable estimates based on other like surplus property sales of public entities or like sales by private entities.
- B. Authority: The City Manager shall have the authority to sell, lease, convey and dispose of real and personal property for the benefit of the City as provided by Utah Code Annotated section 10-8-2, as amended.
- C. Requirements: Before the City may dispose of a significant parcel of real property, or significant personal property the City Council shall:
 - 1. Provide reasonable notice of the proposed disposition at least fourteen (14) days before a scheduled meeting at which the City will hear public comment; and
 - 2. Hold a meeting at which the City Council accepts public comment on the proposed disposition.
 - 3. Close or remove property from public use, if necessary.
- D. Conditions, Limitations: All disposal, leases or subleases of such property of the City other than a significant parcel of real property, shall be made, as nearly as possible,

under the same conditions and limitations as required by City ordinances and State law for the purchase and sale of property.

- E. Methods Of Sale: The City Council may also authorize at its discretion and under such terms and conditions as it may deem desirable, fair and appropriate, considering intended use, property tax value and the interests of the City, the sale of any surplus property, through public auction or other method designed to best serve the interests of City residents and produce a fair return; the trade or exchange of any surplus property; and the lease or sublease of any surplus property. (~~Ord. 2017-12, 5-18-2017~~)



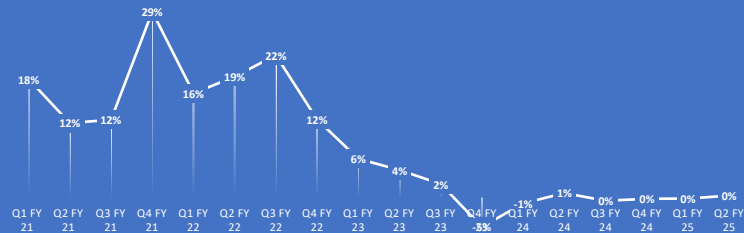
1



2

Sales Tax Growth

SALES TAX GROWTH BY QUARTER, COMPARED TO SAME QUARTER PRIOR YEAR



3

Consumer Price Index Changes

Consumer Price Index for All Urban Consumers (CPI-U)

1-Month Percent Change

Series Id: CUSR0000SA0

Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021		0.2	0.4	0.5	0.7	0.7	0.9	0.5	0.3	0.4	0.9	0.8
2022		0.6	0.7	1	0.4	0.9	1.3	0	0.1	0.4	0.5	0.2
2023		0.6	0.3	0.1	0.4	0.2	0.3	0.2	0.5	0.4	0.1	0.1
2024		0.3	0.4	0.3	0.3	0	0	0.1	0.2	0.2	0.2	0.3
2025		0.5	0.2									0.4

June 2021 to May 2022	8.1
June 2022 to May 2023	4.1
June 2023 to May 2024	3.1
June 2024 to Present	2.1
	17.4

Prior Year COIA	
FY 2023	7.00
FY 2024	4.00
FY 2025	4.00
FY 2026 Tentative	3.00
	18.00

4

Preliminary Revenue

City of Holladay Summary of Key General Fund Budget Changes, FY 2025-26				
Description of Change	FY 2024-25	Change in Full Time Equivalent Positions	Changes	FY 2025-26
Revenue	23,193,097			23,694,772
Property Tax New Growth			29,141	
Motor Vehicle Fee-in-Lieu			29,000	
Class C Distribution			75,000	
Slco Road Funds 5th of 5th			355,000	
Class C Interest			80,000	
General Sales & Use Tax			163,271	
Franchise Tax (Cable TV)			(20,000)	
Franchise Tax Rocky Mountain			54,000	
Franchise Tax Enbridge			(200,000)	
City Hall Rental Income			(12,000)	
Building Permits			81,000	
Plan check Fees			63,000	
Road cut permits			(30,000)	
Land Use Fees			15,000	
Millcreek Reimbursement			(123,000)	
Interest Earnings			(77,737)	
Miscellaneous Changes of 10,000 or less			20,000	
Use of GF Fund Balance				
Total Projected General Fund Revenue	23,193,097		501,675	23,694,772



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Preliminary Expenses and GAP

City of Holladay Summary of Key General Fund Budget Changes, FY 2025-26				
Description of Change	FY 2024-25	Change in Full Time Equivalent Positions	Changes	FY 2025-26
Admin	1,729,217			1,820,456
Personnel Related Changes			49,556	
Liab.,Surety Bds,Works Comp			29,000	
HB 411 Governance implement			(19,530)	
Citizen Survey			(15,000)	
Computer Hardware			10,850	
Computer Software			10,353	
Other Changes			26,010	
Council	255,973			266,477
Personnel Related Changes			8,563	
Professional Service (Minutes)			5,500	
Other Changes			(3,559)	
Justice Court	1,117,446			1,220,865
Personnel Costs		0.5	58,546	
Bailiff			34,023.20	
Other Changes			10,850	
Public Services	3,990,033			4,217,121
Personnel Related Changes			637	
County Public Works Contract			78,101	
Parks Supplies and Maintenance (Playground resurfacing)			54,000	
Utilities Addition of Spring Lane			40,000	
Spring Lane Lease Payment			37,350	
Other Changes			17,000	



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Preliminary Expenses and GAP

City of Holladay Summary of Key General Fund Budget Changes, FY 2025-26				
Description of Change	FY 2024-25	Change in Full Time Equivalent Positions	Changes	FY 2025-26
Non-Departmental	4,779,018			2,849,519
Reduction in transfer to Capital Projects Fund			(1,909,337)	
Special Election			75,691	
Reduction in transfer to Grants Fund			(33,333)	
Tree Committee			(32,500)	
Christmas Tree Lighting Vil Ct			(25,000)	
Christmas Decorations			(15,000)	
Other Changes			9,980	
Community Development	1,086,672			1,085,989
Personnel Related Changes		0.5	85,617	
Small Business Assistance			(35,000)	
Building Inspection Contract			(25,000)	
Business License Fee Study			(12,000)	
Other Changes			(14,300)	
Fire	3,071,816			3,198,058
Unified Fire/Paramedic Contr.			126,242	
Police	8,067,386			8,482,402
Unified Police Greater SL			406,384	
Animal Control			8,632	
Attorney	150,000			150,000
No change			-	
Total Projected General Fund Expenses		1.00	(956,674)	23,290,887
Increase in Fund Balance				403,885



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All Funds Personnel Related Changes

%3 COLA Increase which represents an increase of \$72,559

New FTEs

- Part-time Justice Court Clerk - \$62,896
- Part-time Building Inspector - \$39,570

Cost of health insurance increased by \$15,285

Market and mid point adjustments for targeted positions \$49,110

Reduced seasonal parks budget (\$26,000)

Retirement Changes \$32,326



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Projects for Council Discussion

- Electrical Work in Village for Additional Tree Lighting - \$100,000
- Metal Banners - \$30,000
- Spring Lane Lease Payment - \$37,350
- Additional Water for Spring Lane - \$35,000
- Additional Revenue for Spring Lane Rental – (\$20,000)
- Central Wasatch Commission - \$25,000
- Professionally Produced Video - Holladay - \$10,000



9



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