



**NOTICE OF A MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, AUGUST 7, 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 Council meeting on **Thursday, August 7, 2025, at 6:00 pm**. Members of the Council may participate by electronic means if needed. The Council Chambers shall serve as the anchor location.

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

All documents available to the City Council are accessible on the City's website or linked 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)

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

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

AGENDA

I. **Welcome** – Mayor Dahle

II. **Pledge of Allegiance**

III. **Public Comments**
Any person wishing to comment on any item not otherwise on the agenda may provide their comment via email to the Council before 5:00 p.m. on the 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 Ordinance 2025-13 Amending Title 13.84 of the City Code Relating to Outdoor Lighting Standards** (proposed new and expanded outdoor lighting section for the city)

V. **Consideration of Resolution 2025-16 Approving an Interlocal Agreement with Salt Lake County for Construction and Maintenance of Historical Markers**

VI. **Consideration of Resolution 2025-17 Approving a Lease Agreement with Granite School District for Spring Lane Elementary**

VII. *Consideration of Resolution 2025-18 Approving a Criminal Legal Services Agreement with Hansen Law for Prosecution Services*

VIII. *Consideration of Resolution 2025-19 Approving an Agreement with Stowell Crayk, PLLC for Indigent Defense Services*

IX. *Consideration of Resolution 2025-20 Approving a Memo of Understanding for the Royal Holladay Hills Project Relating to Tax Increment Funding*

X. *Consent Agenda*
a. *Approval Minutes – April 3, June 5, 12 & July 17*

XI. *City Manager Report - Gina Chamness*

XII. *Council Reports & District Issues*

XIII. *Recess City Council to RDA Meeting*

XIV. *Reconvene City Council in a Work Meeting:*
a. *Financial Model Update – Fred Philpot*

b. *Grant Update - Holly*
e. *Calendar*

Council Meetings – Aug. 28, Sept. 11 & 18, Oct. 2, 9, 23, Nov. 6 & 20, Dec. 4 & 11
Board of Canvassers Mtg – Aug. 26

XV. *Closed Session for the Purpose(s) Described in U.C.A. 52-4-204 and 205 (if needed)*

XVI. *Adjourn*

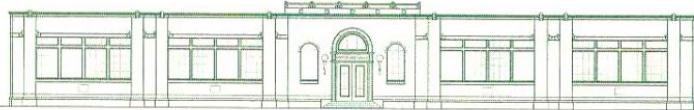
Public Comment Policy & Procedure: During each regular Council Meeting there will be a Public Comment Time. The purpose of the Public Comment Time is to allow citizen's access to the Council. Citizens requesting to address the Council will be asked to complete a written request form and present it to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

CERTIFICATE OF POSTING

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

DATE POSTED: Monday, August 4, 2025 @ 11:00am
Stephanie N. Carlson MMC,
City Recorder City of Holladay

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



City of Holladay
HOLLADAY CITY COUNCIL

COUNCIL STAFF REPORT

MEETING DATE: August 7th 2025

SUBJECT: Ordinance Amendment - "Outdoor Lighting Standards "

SUBMITTED BY: Jonathan Teerlink, CED Director

ACTION:

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

SUMMARY:

Following the council's direction during the July 17th public meeting, staff has prepared to following changes to the recommended draft ordinance. Changes are highlighted in yellow.

- Re-propose color temperatures of light sources
- Re-propose standards limiting glare across all roads
- Other needful grammatical corrections

STANDARDS for CONSIDERATION, FOR or AGAINST:

13.07.030G: Approval Standards:

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



CITY OF HOLLADAY

ORDINANCE NO. 2025-

**AN ORDINANCE OF THE CITY OF HOLLADAY AMENDING TITLE 13 OF CITY CODE
RELATING TO OUTDOOR LIGHTING STANDARDS**

WHEREAS, in response to constituent requests, and as previously directed by the City Council, City staff has prepared amendments to Section 13.07.030G of City Code relating to outdoor lighting standards; and

WHEREAS, the City Council has held a public hearing and has determined that the proposed amendments will serve the public interest;

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

Section 1. Amendment. Section 13.07.030G of the City of Holladay Municipal Code is hereby amended to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by reference.

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

Section 3. Effective Date. This Ordinance shall take effect upon publication or posting or thirty (30) days after passage, whichever occurs first.

PASSED AND APPROVED this ___ day of August, 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:

1 **13.84 Outdoor Lighting**

2
3 13.84.010 PURPOSE
4 13.84.020 APPLICABILITY
5 13.84.030 DEFINITIONS
6 13.84.040 GENERAL STANDARDS
7 13.84.050 LIGHTING STANDARDS: R-1, R-2 Zones
8 13.84.060 LIGHTING STANDARDS: OTHER ZONES
9 13.84.070 PROHIBITED LIGHTING
10 13.84.080 SITE PLAN SUBMITTAL REQUIREMENTS
11 13.84.090 REVIEW PROCEDURES
12 13.84.100 APPROVAL PROCEDURES
13 13.84.110 ADMINISTRATIVE RELIEF
14 13.84.120 APPEAL PROCEDURE
15 13.84.130 ADMINISTRATION AND ENFORCEMENT
16 13.84.140 EFFECTIVE DATE
17 13.84.150 FIGURES
18
19

20 **13.84.010 PURPOSE**

21 A. The intent of this chapter is to consolidate and clarify the various lighting sections in this
22 title which previous to adoption of this chapter primarily addressed lighting regulations for
23 commercial zones within the City.
24
25 B. The regulations of this chapter are intended to set outdoor lighting standards in the City of
26 Holladay that enhance the community character and identity by mitigating adverse impacts
27 of misdirected and/or excessive outdoor lighting in residential and commercial areas by
28 promoting,
29 1. Lighting design and use continuity between adjacent and abutting land uses;
30 2. Energy conservation through efficient use of outdoor lighting
31 3. Safety and security for persons and property;
32 4. Flexibility in implementing lighting technologies as the industry provides.
33 5. Existing regulations established by The Illuminating Engineering Society (IES), the
34 ANSI accredited standards writing body for lighting definitions and recommended
35 practices.
36

37 **13.84.020 APPLICABILITY**

38 A. All land development described in this section shall provide an outdoor lighting plan in
39 accordance with site plan submittal provisions stated in chapter 13.03 and 13.08 of this
40 title.
41 1. New Development. All new primary and accessory buildings, structures, additions
42 to buildings or structures, or areas of new or expanded land uses, i.e. sport courts,
43 swimming pools or parking lots, shall comply with the requirements of this chapter.
44 2. Existing Development. Development in existence at the effective date of this
45 chapter shall be brought into compliance with these provisions if:
46 a. Redevelopment resulting in demolition or expansion is proposed
47 b. Installation of any new outdoor lighting which requires a building inspection
48 for compliance with ICC building or electrical codes
49 B. Routine maintenance of existing outdoor lighting.
50 1. Repairing any component of a light fixture, except the lamp, is permitted for all
51 existing outdoor lighting fixtures; and
52 2. Lamps shall be replaced in accordance with the provisions of this chapter;
53 provided, however, if no lamp exists which complies with this chapter, then the
54 fixture shall be replaced.

55 C. Exemptions. The provisions of this chapter do not apply to the following
56 1. Indoor lighting
57 2. Seasonal holiday lighting
58 3. Signs as regulated by Chapter 13.82 of this title
59 4. Temporary lighting, used for a period not to exceed ten (10) days for festivals,
60 celebrations, or other public special events or activities.
61 5. Temporary right of way construction repair lighting used for a period not to exceed
62 fifteen (15) days.
63 6. Traffic control, warning signals and devices
64 D. Administrative Relief. This section effectively regulates outdoor lighting, it is not the intent
65 of this section to limit creative lighting solutions. The community and economic
66 development director, upon written recommendation of the TRC, may grant relief from
67 these standards. Determination shall be based upon the following findings,
68 1. A complete Administrative Relief application shall be submitted on a form created
69 and maintained by the CED department
70 2. Viable, substitute alternatives are demonstrated to meet the intent of this chapter
71 and do not otherwise violate this chapter.
72 E. Certificate of Occupancy. All outdoor lighting required according to applicable provision of
73 this chapter shall be installed and inspected to compliance within one year of issuance of
74 Certificate of Occupancy.

75
76 13.84.030 DEFINITIONS

77 CORRELATED COLOR TEMPERATURE (CCT): A measure of light source color appearance,
78 expressed in kelvins (K), ranging from one thousand degrees kelvin (1,000°K) to ten thousand
79 degrees kelvin (10,000°K). The following table provides examples to help in understanding the
80 approximation of these colors.
81

Temperature	Example
1,700°K	Match flame, low pressure sodium lamps.
1,850°K	Candle flame, sunset/sunrise
2,200°K	High Pressure Sodium lamps, (Standard Streetlight Color)
2,400°K - 2,700°K	Standard incandescent lamps
2,700°K - 3,000°K	"Soft white" or "warm white" LED lamps
4,000° K	Clear metal halide lamps, "Cool white" LED lamps
4,500° - 5,500°K	"Daylight" LED lamps
5,000° K	Direct sunlight
6,000° K	Cloudy Sky
10,000° K	Blue Sky

82 CANDELA, CANDLEPOWER: (abbreviated as **cp** or **CP**) is a unit of measurement for luminous
83 intensity. It expresses levels of light intensity relative to the light emitted by a candle of specific
84 size and constituents

85 GLARE: the sensation produced by luminance's within the visual field that are sufficiently greater
86 than the luminance to which the eyes are adapted, which causes nuisance due to, discomfort, or
87 loss in visual performance and visibility. The magnitude of the sensation of glare depends on such
88 factors as the size, position, and luminance of a source, the number of sources, and the
89 luminance to which the eyes are adapted."

90 LIGHT TRESPASS: The encroachment of excessive light, typically across a property line or into
91 a public or private right of way, causing annoyance, loss of privacy, or other nuisance

99 13.84.040 GENERAL STANDARDS

100 A. Type of lighting. Light sources shall be LED or other lighting technologies, current or
101 future, that have similar or better color temperature control (CCT) and energy efficiencies
102 B. Light Trespass. All light fixtures and their intended use, including security lighting, shall be
103 aimed to confine lighting to the area within the property boundaries. Exposed light sources
104 shall be shielded to prevent glare across property lines, or into a public or private street or
105 right of way. Refer to Figure 13.84.1
106 C. Fixtures. All outdoor lighting fixtures shall feature full cut-off hoods or shields installed and
107 aimed in such a way so that no direct light is emitted so as to not cause violation of
108 13.84.040.B of this section. Shielding may be accomplished by: shielding; visors; louvers;
109 or other devices or methods. Fencing used as a shielding feature must be solid and
110 conform to all City of Holladay fencing ordinances. See examples of shielded wall lighting
111 in Figures 84-2 and 84-3.
112 D. Light Curfew: Recreational lighting used to illuminate sport and outside activity areas shall
113 be shut-off by 10:00 pm. Except at the conclusion of a permitted special event that is
114 underway.
115 E. Lighting of Flag Poles:
116 1. According and to accommodate for U.S. Code, stating:
117 *“It is the universal custom to display the flag only from sunrise to sunset on
118 buildings and flagstaffs in the open. However, when a patriotic effect is desired, the
119 flag may be displayed twenty-four hours a day if properly illuminated during the
120 hours of darkness.”* (U.S. Code Title 4.1.6(a))
121 a. The lighting of Federal or State flags shall be permitted provided that the
122 light is a narrow beam spotlight rather than a floodlight, carefully aimed and
123 shielded to avoid creating a source of glare

124 F. Streetlights:

125 1. Height.
126 a. Streetlights illuminating Major, Minor Collectors and Arterials shall not
127 exceed 40 feet (40') in height
128 b. Streetlights illuminating public and private Residential roads and lanes
129 shall not exceed twenty-five feet (25') in height
130 2. Color and Intensity
131 a. LED in the 4000 kelvin – 4500 kelvin range provides a balance of
132 brightness while maintaining the driver's attention
133 b. The maximum light intensity in the 90 ° angle direction, regardless of the
134 light source's light flux, must not exceed 1000 candela (candlepower)
135 3. Location
136 a. At intersections and crosswalks on major collector streets and arterials
137 unless within one hundred and twenty-five feet (125') of an adjacent
138 streetlight.
139 b. At intersections and crosswalks on minor collector or residential collector
140 streets unless within two hundred and fifty feet (250') of an adjacent
141 streetlight.
142 4. Exceptions
143 a. Upon review of conditions the City Engineer may make modifications based
144 upon the following
145 (1) Height and intensity can be installed at a location to provide
146 adequate safety and lighting efficiency for both pedestrian and
147 vehicular use.

152 13.84.050 LIGHTING STANDARDS: R-1, R-2 Zones

153 The following regulations shall also apply to all properties in the single-family (R-1) and two-family
154 (duplex) (R-2) zones that are;

- 155 1. Constructed or proposed to be constructed after the enactment of this chapter, and
- 156 2. Abut or are adjacent to a residential use, and
- 157 3. Covered by Section 13.84.020.

158 A. All lighting provisions of this section shall not violate 13.84.040 of this chapter

159 B. All outdoor light fixtures shall; Provide a lamp in the Color spectrum, or Correlated Color
160 Temperature (CCT), at four thousand (4,000°K) or less, i.e., warmer temperature. Feature
161 a full cut-off design, in compliance with 13.84.040.C of this chapter, when the lamp within
162 the fixture radiates more than 300 lumens or equivalent wattage. Fixture Heights. The
163 maximum allowable heights of light fixtures shall be as follows. Height measured to the
164 lighting element above existing grade shall be,

- 165 a. 15 feet when mounted to a vertical wall or parapet
- 166 b. 15 feet for pole or standard mounted
- 167 c. 20 feet when mounted within a soffit or overhang
- 168 d. Fence mounted fixtures shall be at the maximum height of the city's fencing
169 regulations§13.14.120 and light shall be directed so as to comply with
170 §13.84.040(B)

171 C. Accent and architectural lighting: Light fixtures used to accent a structure's vertical surface
172 shall be designed and installed so as to not cause violation of 13.84.040.C of this chapter.

173 1. Soffit lighting. Lighting mounted to the underside of soffits, overhangs or porches
174 shall be,

- 175 a. Installed at a height as described in 13.84.050.C of this chapter
- 176 b. A recessed, down-lit fixture

177 D. Security Lighting. Appropriate security lighting is allowed in compliance with provisions of
178 13.84.040.C and shall also feature

- 179 a. motion sensors set on a five (5) minute timer.
- 180 b. lighting shall not be triggered by activity off the property.

181 E. Sport Court Lighting. Private sport court lighting shall be installed and maintained
182 according to the following:

- 183 1. Comply with 13.84.040.C
- 184 2. Pole mounted fixtures shall not exceed fifteen feet (15') above the surface of the
185 court when measured from existing grade(s) to the lighting element.
- 186 3. Installed completely within a rear yard and setback off property lines a distance
187 equal to the height of the pole.
- 188 4. Use of the lights after ten o'clock (10:00) P.M is prohibited.
- 189 5. Lighting shall be aimed, directing light onto the sport court and away from abutting
190 properties.

191 F. Landscape Lighting. lighting designed to provide illumination of vegetation, pathways,
192 steps, and entrances to buildings shall be low voltage systems installed and maintained in
193 accordance with 13.84.040.C

194
195 13.84.060 LIGHTING STANDARDS: OTHER ZONES

196 Regulations of this section shall apply to all zones not listed in 13.84.050 and that are;

- 197 1. Constructed or proposed to be constructed after the enactment of this chapter, and
- 198 2. Covered by Section 13.84.020.

199 A. Refer to §13.65 for lighting regulations in the Regional, Mixed/Use (R-M/U) zone

200 B. Refer to §13.71 for lighting regulations in the Holladay Village (HV) zone

201 C. Implementation of all lighting provisions set forth in this section shall not violate
202 §13.84.040 of this chapter

203 D. Security

204

205 1. Appropriate security lighting is allowed in compliance with the general provisions of
206 this chapter including shielding, direction, color, and measurement.
207 a. Security lighting is permitted within forty feet (40') of a building, in outside
208 display areas, or other areas requiring such lighting. Security lighting may
209 remain on after the close of business for security purposes, reduced to
210 defined illuminance levels

211 E. Parking lots

212 1. All lighting shall be shielded and even modified, if necessary, such that lighting
213 does not light trespass into adjacent properties or into the adjacent streets. A
214 properly shielded fixture would not have not visible glare spots until a person or
215 vehicle enters the property of the parking lot.
216 2. Appropriate location. Entrances, exits, and barriers should be emphasized.
217 3. Integrate with landscaping. All parking lot lighting should be integrated into
218 landscape areas wherever possible.
219 4. Height. Height of parking area light poles should be in proportion to the building
220 mass and height, and shall be no more than fifteen (25) feet above the parking lot
221 surface.
222 5. Setback. Light poles abutting residential use shall be set off the property line at a
223 distance that is equal to the height of the pole.
224 6. Maximum. A maximum of two (2) initial lumens per square foot of parking lot
225 surface
226 7. Spot or floodlighting of parking lots from a building or other structure is not
227 permitted.

228 F. Landscaping, Walkways

229 1. Walkways. The intent of walkway lights are to provide pools of light to help direct
230 pedestrians along the path, not to fully illuminate the path. Steps and path
231 intersections should be illuminated for safety.
232 a. The maximum average foot-candle permitted on the ground is an average
233 one (1) horizontal foot-candle or less.
234 (1) Two (2) types of lights may be selected:
235 . three and one half (3'6") foot bollards with louvers or
236 . ten (10) foot pole mounted down directed luminaires. Lights
237 must be shielded.
238 2. Landscaping. The lighting of vegetation and other landscape features shall comply
239 with the regulations established in this chapter.
240 3. Poles shall be black, dark gray, dark brown, dark green, or earth tone. The height
241 of the pole mounted light shall not exceed twenty-five feet (15') above grade. Any
242 fixtures located within any required setback or buffer area shall not exceed twelve
243 feet (12') above grade

244 G. Building

245 1. Light Source (Lamp): Only LED, incandescent, fluorescent, metal halide, or color
246 corrected high pressure sodium may be used. LED is the preferred light source.
247 The same type shall be used for the same or similar types of lighting on any one
248 site. No colors other than white or off white (light yellow tones in the kelvin scale of
249 5,000k or lower, i.e. warmer) may be used for any light source for the lighting of
250 structures. Noncolor corrected low pressure sodium and mercury vapor light
251 sources are prohibited.
252 2. Mounting: Fixtures shall be mounted in such a manner that the cone of light does
253 not cross any property line of the site. Wall mounted fixtures intended to illuminate
254 walkways or paths or parking lots shall not exceed thirteen feet (13') above the
255 pedestrian pathway. For purposes of these regulations, the mounting height of a
256 lighting fixture shall be defined as the vertical distance from the grade elevation of
257 the surface being illuminated to the bottom of the lighting fixture (i.e., luminaire).

258 3. Architectural Feature Lighting: Architectural feature lighting including wall washer
259 spotlights are permitted.

260 H. Sports Facility, Outdoor recreation Lighting

261 1. All sports lighting shall be turned off within thirty (30) minutes of the completion of
262 the last game, practice, or event. In no case shall recreational lighting occur after
263 ten o'clock (10:00) P.M. except to conclude a specific sporting event that is
264 underway

265 2. All new sports lighting fixtures shall not exceed the minimum standard illumination
266 levels for sports lighting as established by by The Illuminating Engineering Society
267 (IES). All new sports lighting shall require site specific computer calculations and a
268 printout demonstrating that such lighting meets IES standards and does not
269 otherwise violate this chapter,

270 13.84.070 PROHIBITED LIGHTING

271 A. The following lighting shall be prohibited

272 1. Unshielded lighting exceeding 300 lumens, for any purpose is prohibited.

273 2. Flashing, chasing, blinking, intermittent lights or other lights that move or give the
274 impression of movement, are prohibited.

275 a. Exceptions

276 (1) Holiday lighting

277 3. Laser lighting. All laser lighting is prohibited.

278 4. Searchlights. All searchlights are prohibited.

279 5. Exposed Neon and fluorescent tubes.

280 13.84.080 SITE PLAN SUBMITTAL REQUIREMENTS

281 A. A site Lighting plan shall include the following:

282 1. Commercial and Multi-Family site plans: (3 or more units)

283 a. The location of all light fixtures, both proposed and any already existing on
284 the site.

285 b. A photometric plan, designed and stamped by a lighting professional,
286 illustrating lighting intensities at a minimum of two by two feet in spacing
287 and at five feet beyond the property line. The photometric plan shall be
288 submitted on a "maintained" basis at one-year after burn-in and state the
289 light loss factors used in the calculation.

290 c. A description of each light fixture, lamp, support and shield, both proposed
291 and existing. The description shall include, but is not limited to,
292 manufacturer's catalog cuts and illustrations; lighting fixture lamp types,
293 wattages and initial lumen outputs.

294 d. At the city's discretion, the city's public safety departments or providers may
295 review and provide feedback on lighting plans as part of the development
296 review process. This review shall be administered by the city's development
297 review committee (TRC).

298 2. Single-Family, Two-Family and Accessory Dwelling Unit site plans:

299 a. The location of all light fixtures, both proposed and any already existing on
300 the site

301 b. A description of each; light fixture, lamp, support and shield, both proposed
302 and existing. The description shall include, but is not limited to,
303 manufacturer's catalog details and illustrations which feature; lighting fixture
304 lamp types, wattages initial lumen outputs, motion or timer details and
305 shielding features/method.

310 B. Alterations Allowed. Should any lamp or light fixture be altered after a permit has been
311 issued, a change request must be submitted to the TRC for approval, together with
312 adequate information to assure compliance with this chapter, which must be received prior
313 to alteration.

314

315 C. Certification of installation. For all commercial and multi-family projects, certification by a
316 certified lighting professional shall be provided to the Community and Economic
317 Development department verifying that the installed lighting conforms to the approved
318 plans. Certification shall be verified by the Building Official before any certificate of
319 occupancy or business license is issued.

320 **13.84.090 REVIEW PROCEDURES**

321 A. Single-Family Residential, Two-Family and Accessory Dwelling units. shall comply with
322 this chapter.

323

324 B. Multi-Family Residential and Commercial. Lighting plans are required. All building plans,
325 commercial sign permit applications, conditional use permits, and subdivision applications
326 shall include a detailed lighting plan that shows evidence that the proposed lighting fixtures
327 and light sources comply with this chapter

328

329 C. Evidence of Compliance with Codes. Commercial lighting plans shall include certification
330 by a licensed electrical engineer that the lighting fixtures proposed conform to the
331 requirements of this chapter, Building and Electrical Codes.

332 **13.84.100 APPROVAL PROCEDURES**

333 A. Approval procedures for new commercial and multi-family developments shall be review
334 and approved by the planning commission in accordance with Chapter 13.08 and 13.10

335 B. New residential site plans shall be reviewed in accordance with this title and shall be
336 approved by the Community and Economic Development Department Director

337

338 **13.84.110 ADMINISTRATIVE RELIEF**

339 A. It is important to note that the intent of this chapter is as stated in 13.84.010, and it is not
340 the intent of this section to limit creative lighting solutions. Creative approaches to lighting
341 are encouraged as viable alternatives to these standards and guidelines are proposed.
342 The CED Director may approved substituted alternatives if the alternatives are found to
343 meet the intent of this chapter and do not otherwise violate this chapter.

344

345 **13.84.120 APPEAL PROCEDURE**

346 A. The applicant, property owner or any person aggrieved by a final decision, determination,
347 or requirement imposed regarding this chapter may appeal according to the provisions set
348 forth in 13.09

349

350 **13.84.130 ADMINISTRATION AND ENFORCEMENT**

351 A. The provisions of this chapter shall only apply as effective from the date they were
352 adopted and not retroactively.

353

354 B. Outdoor lighting that conformed with city of Holladay ordinances prior to the adoption of a
355 provision of this chapter shall be treated similarly to a legal nonconforming use that can be
356 maintained or replaced in like-for-like features but not expanded.

357

358 C. Violations deemed public nuisances. Where applicable, enforcement of all the provisions
359 of this chapter is authorized by the community and economic development director.
360 Violations shall be enforced as public nuisances.

361 D. Nothing in these regulations shall prevent filing an action for relief from light trespass or
362 glare as a nuisance, or from other relief under any laws which may currently exist.

362 E. Suspension, Revocation, or Modifications to the Lighting Plan. The community and
363 economic development director may suspend, revoke, or require modification of any
364 lighting plan that is found to be not in compliance with this chapter or that is causing
365 nuisance conditions.

366 F. Failure to enforce shall not legalize any violations of this provisions within this chapter.

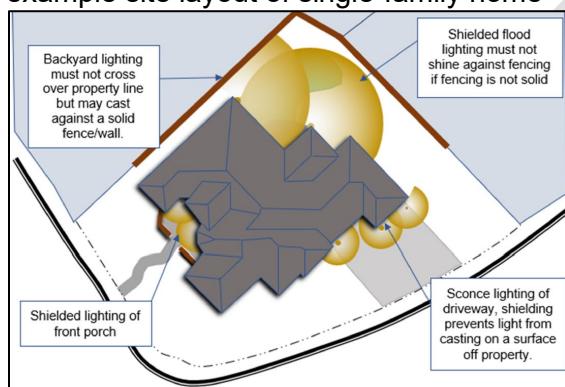
367 13.84.140 EFFECTIVE DATE

368 A. *To be determined (codification date)*

371 13.84.150 FIGURES

373 Figure 84.1

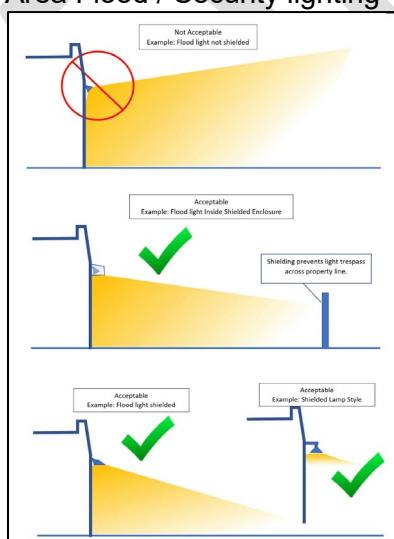
374 Preventing Light Trespass:
375 example site layout of single-family home



376
377
378
379
380
381
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383 Figure 84.2

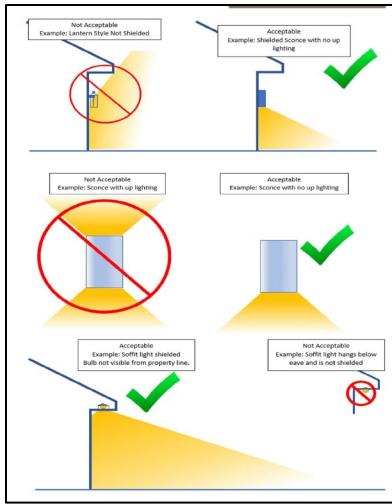
384 Area Flood / Security lighting - Acceptable and Non-Acceptable



385
386
387

Figure 84.3

Examples of wall lighting - Acceptable and Non-Acceptable



388

DRAFT

CITY OF HOLLADAY

RESOLUTION NO. 2025-

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR CONSTRUCTION AND MAINTENANCE OF HISTORICAL MARKERS

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 create a historical experience within the City by establishing historical markers throughout the City; and

WHEREAS, the City has designated certain historical markers to be constructed on land owned by the County; and

WHEREAS, subject to the terms of an Agreement between the City and the County, the County is willing to permit the City to construct and maintain certain historical markers on specific County properties; and

WHEREAS, the City Council of the City of Holladay desires to enter into the interlocal agreement with Salt Lake County for the construction and maintenance of historical markers on County property 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 June, 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 June, 2025.

RECORDED this ____ day of June, 2025.

INTERLOCAL COOPERATION AGREEMENT

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

RECITALS

WHEREAS, the City has received funding from Salt Lake County and other sources for the establishment of a historical experience within the City for the benefit of residents of the City and the area generally; and

WHEREAS, the City, in the creation of the historical experience within the City desires to utilize certain county property for the location and maintenance of markers; and

WHEREAS, the County is willing to permit the City to locate markers on certain County properties, subject to the terms and conditions of this Agreement;

AGREEMENT

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

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.
2. Construction and Maintenance of Markers. The County grants the City a revocable license to locate Historical Markers on those certain County properties as shown in Exhibit A (“Property”), attached hereto and incorporated herein by reference. The County and City will determine the exact location of the markers, taking into consideration sprinklers and irrigation lines, existing placement of trees and shrubs, sidewalks, and other improvements in the park. The City agrees to maintain the markers in accordance with Salt Lake County’s “Best Practices for Historical Marker Placement Requests” (the “BPHM”) utilized by Salt Lake County Parks, which document is attached hereto as Exhibit B and incorporated herein by reference. City shall not modify or alter the landscape of County’s property, including but not limited to cutting down trees or removing brush or other plant life. City shall be solely responsible for the safety and appropriateness of the Historical Markers.
3. Perpetual Maintenance and Relocation. The City agrees to maintain the markers in a good and safe condition in accordance with BPHM and to advise the County of any significant changes to existing markers. In the event the City determines that a marker should be relocated for any reason, the City shall seek approval of the County for the relocation, approval not to be unreasonably withheld, and shall pursue the relocation expeditiously and shall comply in all respects with the County’s approval. City shall remove, replace, clean, or

repair Historical Markers upon written request by County, or once they are worn to the point of reasonably necessitating replacement.

4. **Indemnification.** The parties hereby agree that they are each public entities and subject to the provisions, restrictions, and protections of the Utah Governmental Immunity Act. Nothing herein is intended to waive or alter either parties' immunity pursuant to the terms of such Act. The Parties agree that each party is responsible for any wrongful or negligent acts which it commits or which are committed by its authorized agents, officials, or employees, and neither party shall have liability whatsoever for any wrongful or negligent act of the other, its agents, officials, or employees.

5. Term and Termination

- a. This Agreement is effective when all parties have signed it (the "Effective Date"). This Agreement will be effective on the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that Party's signature) (the "Effective Date."). This Agreement will terminate 30 calendar days after the Project has reached the end of its lifecycle or 50 years after the Effective Date, whichever comes first.
- b. Either party may terminate this agreement upon sixty (90) days written notice to the other party. Termination under this provision will not entitle the non-terminating party to any rights or remedies provided by law, equity, or this agreement for breach of contract by the terminating party, or any other claim or cause of action.
 - i. All notices required under this Section 5 shall be made in writing and shall be sent via email to the Parties at the following addresses:

COUNTY: _____
CITY: Gina Chamness, City Manager
4580 South 2300 East
Holladay, UT 84117
gchamness@holladayut.gov

- c. City agrees to quit and surrender peaceable possession of the Property to County when this Agreement is terminated. Upon termination of this Agreement, City shall leave the Property in a clean condition, reasonably free of weeds, trash and debris. Upon termination of this Agreement, City shall completely remove the Historical Markers and repair or restore any damage County reasonable believes was caused by the Historical Markers or City's use of the Property

6. Interlocal Cooperation Act.

- a. Pursuant to Utah Code Ann. § 11-13-206, the Parties agree that no new entity is created by the provisions of this Agreement.
- b. Pursuant to Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement will be administered by a joint board consisting of the County's designee and the City's designee. The joint board will meet as needed to review the operation of this Agreement. To the extent necessary, voting will be based upon one vote per Party, pursuant to U.C.A. § 11-13-206(1)(g).

- c. Except as otherwise specifically provided herein, each Party is responsible for its own costs of any action done under this Agreement, and for any budgeting or financing of such costs.
- d. 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 will do so in the same manner that it deals with other property of such Party. This includes any disposition of property upon the termination of this Agreement.
- e. This Agreement has been 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 Cooperation Act.

7. City shall have no claim against County for the condition of the subject Property and takes same as is. County shall have no obligation to City to maintain said Property in any prescribed condition. City, for itself and all contractors, and all of City's employees, agents, guests, and invitees, agrees that City will be entering onto and using the Property "AS IS", "WHERE IS" "WITH ALL FAULTS," and with all risks inherent the Property. City represents that it has examined the Property and has not relied upon any statements, representations, or agreements whatsoever as to the condition of the Property, and City accepts the same with the understanding County does not warrant or represent that the property is safe, healthful, or suitable for the purposes for which it is permitted to be used under the terms of this Agreement. County shall not be liable for damage to or the destruction of the Historical Markers under any circumstances. City hereby assumes all risk associated with entry on the Property and any work undertaken.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and incorporates all prior correspondence, communications or agreements between parties, and cannot be altered, assigned or sublet, in whole or in part, except in writing signed by both parties.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

ATTEST:
a Utah municipal corporation

CITY OF HOLLADAY

Signature:
Stephanie Carlson, City Recorder

Signature:
Robert Dahle, Mayor

APPROVED AS TO FORM:

Signature:
City Attorney

SALT LAKE COUNTY
a body corporate and politic of the State of
Utah

Signature:
Jennifer Wilson, Mayor (or designee)

Reviewed as to form and legality for County:

Signature:
County Attorney

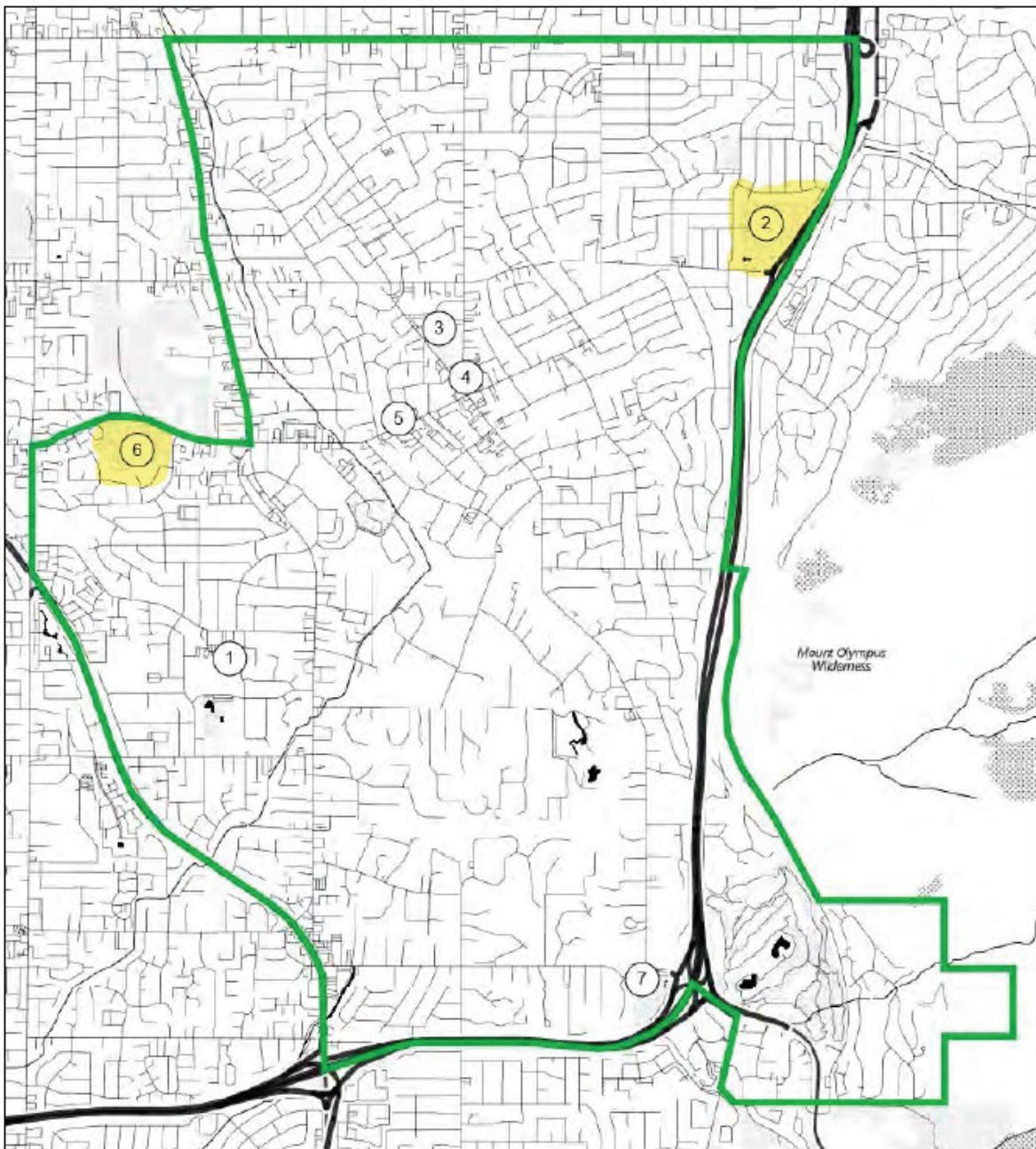
Division Review

Signature:
Division Director, Parks and Recreation

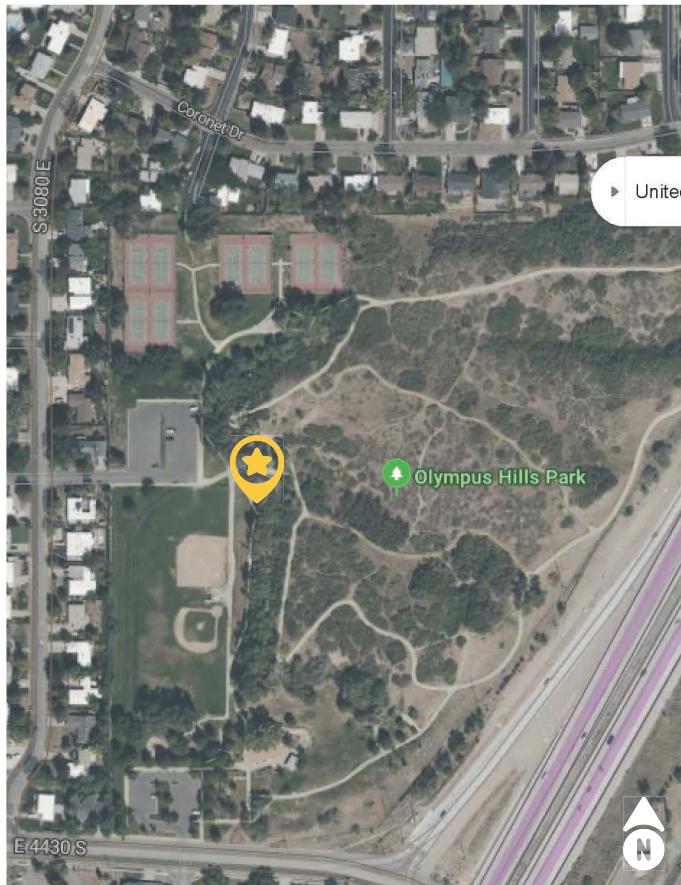
EXHIBIT A

List and Location of Historical Markers

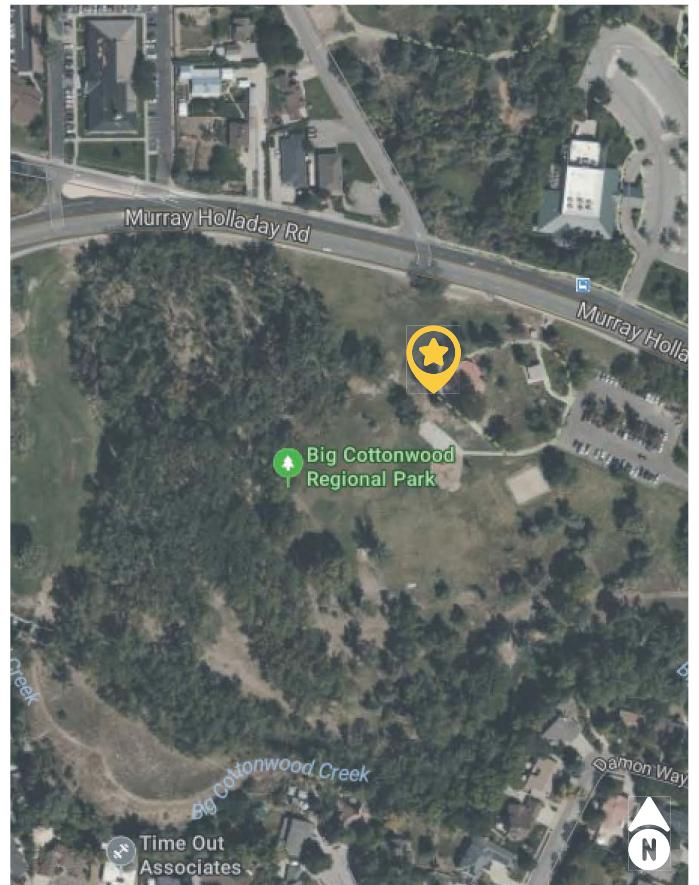
- Olympus Hills Park (see no. 2 on map)
3090 E 4345 S, Holladay, UT 84124
Parcel No. 22022510010000
- Creekside Park / Big Cottonwood Regional Park (see no. 6 on map)
1592 E Murray Holladay Road, Holladay, UT 84117
Parcel Nos. 22-09-127-005-0000, 22-09-127-002-0000, 22-09-127-004-0000



Site Aerial of Holladay History Markers in Salt Lake County Parks



Olympus Hills Park
3090 E 4345 S, Holladay, UT 84124



Creekside Park / Big Cottonwood Regional Park
1592 E Murray Holladay Road, Holladay, UT 84117



EXHIBIT B

Salt Lake County's "Best Practices for Historical Marker Placement Requests"

Best Practices for Historical Marker Placement Requests in Salt Lake County Parks

1. Introduction and Purpose

Historical markers can enhance Salt Lake County Parks by sharing local history, educating visitors, and building community connections. Effective marker placement requires careful planning to ensure accuracy, relevance to the park location, and long-term sustainability.

This document outlines the best practices for managing historical marker requests in County Parks. Recognizing the realities of marker degradation and the challenges external groups face in ensuring perpetual maintenance, a solid plan for ongoing care is essential before approval. This policy aims to ensure the preservation of these installations without placing undue burden on County resources.

2. Guiding Principles

Decisions on historical markers in Salt Lake County Parks are guided by:

- Verified Historical Significance: The subject should have documented historical importance.
- Direct Contextual Relevance: The subject must have a clear link to the specific park location.
- Accuracy and Objectivity: Information must be factual, well-researched, and presented impartially.
- Assured Perpetual Maintenance: A reliable plan and funding for long-term maintenance and repair must be established *before* approval, through one of the methods in Section 5.
- Park Compatibility: Placement must not negatively impact park maintenance, safety, accessibility, aesthetics, or future plans.
- Accessibility: Markers should be physically and cognitively accessible to diverse visitors.

3. Content Requirements

- Significance and Relevance:
 - Markers should commemorate a person, place, event, or structure of documented historical importance.
 - A clear historical connection between the subject and the proposed park location must be demonstrated. Proposals without this direct link will require strong justification and review.
 - Consideration may be given to subjects representing under-told histories relevant to the park site.

- Accuracy and Research:
 - Proposals need strong supporting documentation from credible sources.
 - Salt Lake County Parks may require verification by historical experts before approval.
- Content and Design:
 - Text should be clear, concise, objective, and easy to understand.
 - Design should prioritize legibility and use durable, appropriate materials.
 - Final text and design require approval from Salt Lake County Parks and Recreation.

4. Location and Placement

- Site Relevance is Key: Placement depends on the marker's subject being directly related to the specific park location. High visibility alone is not sufficient justification.
- Compatibility with Park Operations:
 - Placement must not interfere with park maintenance (mowing, irrigation, utility access) or vehicle/pedestrian pathways. Avoid open turf unless integrated into approved landscaping.
 - Must not create safety hazards or obstruct movement.
 - Location should consider planned park improvements.
- Visibility and Accessibility: While important, these factors do not override site relevance or operational needs. Must comply with ADA guidelines.
- Parks Consultation: Proposed locations require review and approval by Salt Lake County Parks Maintenance and Operations staff early in the process.

5. Installation and Long-Term Maintenance

Ensuring the long-term care of outdoor historical markers is crucial due to weathering, vandalism, and accidental damage. Salt Lake County Park and Recreation resources are primarily allocated to core park functions and typically do not cover ongoing maintenance for markers initiated by external parties.

Therefore, approval for new historical markers is contingent upon securing a viable mechanism for *perpetual maintenance* through one of the following two options:

- Option 1: Requesting Entity Assumes Perpetual Maintenance.
 - The requesting entity must present a credible, detailed plan demonstrating its capacity and commitment to fund and perform all necessary long-term maintenance and repairs. This often involves establishing a dedicated funding source.

- A formal Perpetual Maintenance Agreement must be executed with Salt Lake County Parks, clearly assigning all cleaning, repair, and replacement responsibilities to the requesting entity.
- Salt Lake County Parks will carefully assess the proposed maintenance plan's sustainability.
- Failure to uphold the agreement may lead to the marker's removal at the requesting entity's expense.
- Option 2: Salt Lake County Assumes Perpetual Maintenance
 - In rare cases, if a marker has extraordinary significance to the County Parks system, the County may consider assuming maintenance.
 - This requires a specific agreement.
 - Typically requires the requesting entity to provide substantial upfront funding to cover estimated perpetual maintenance costs, as determined by the County.
 - Approval via this option requires significant internal justification and formal acceptance by County authorities.

Funding for Initial Installation: The requesting entity is generally responsible for all costs related to the marker's design, fabrication, and initial installation. Installation must be coordinated with and approved by Salt Lake County Parks, possibly requiring County staff or approved contractors.

6. Evaluation and Approval Process

All historical marker requests are evaluated based on satisfying the relevant criteria, with particular emphasis on site relevance and the secured perpetual maintenance plan.

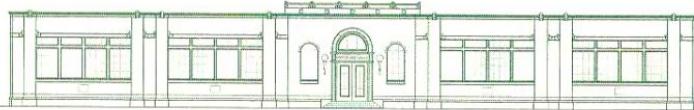
Key evaluation points include:

- Documented Historical Significance.
- Clear, Direct Site Relevance.
- Accuracy and Supporting Documentation.
- Compatibility with Park Operations (location approved by Maintenance staff).
- Secured Perpetual Maintenance Solution (Option 1 or Option 2, formalized).
- Secured Initial Funding for Fabrication/Installation.
- Appropriate Content and Durable Design.
- Accessibility Considerations.
- Overall positive contribution to the park experience.

Salt Lake County Parks and Recreation reserves the right to approve or deny any request based on these criteria, the marker's overall impact on the park, available resources, and responsible land stewardship.

7. Review and Ongoing Assessment

Salt Lake County Parks and Recreation will maintain an inventory of approved markers and their associated maintenance agreements. Periodically, marker conditions and adherence to maintenance responsibilities will be reviewed. Issues with maintenance compliance may lead to policy revisions or marker removal as outlined in agreements.



**City of Holladay
CITY COUNCIL**

CITY OF HOLLADAY COUNCIL STAFF REPORT

MEETING DATE: August 7, 2025

SUBJECT: Lease with the Granite School District – Property at former Spring Lane Elementary Site

SUBMITTED BY: Gina Chamness, City Manager

SUMMARY:

Attached is a proposed lease between the City of Holladay and Granite School District for the property at the site of the former Spring Lane Elementary. This lease anticipates a 30-year term, at a total cost of approximately \$1.5 million over the term.

RECOMMENDATION:

Staff recommends that the City Council review and approve this lease, anticipating a build out of a nearly 12-acre park to be operated by the City at this site.

ATTACHMENTS:

Proposed Lease between the Granite School District and the City of Holladay.

FISCAL IMPACT:

The lease anticipates a 30-year term. For FY 2026, payment will begin in January 2026 and will be approximately \$18,675. Payment will increase 2% per year for the term, resulting in a total payment over the term of approximately \$1,500,000.



CITY OF HOLLADAY

RESOLUTION NO. 2025-

A RESOLUTION APPROVING A LEASE AGREEMENT WITH GRANITE SCHOOL DISTRICT

WHEREAS, Granite School District owns property located at 5315 Woodcrest Drive, Salt Lake City, Utah 84117; and

WHEREAS, the City of Holladay desires to lease said property for the purpose of a public park and related public uses; and

WHEREAS, the City Council has determined that it will serve the public interest and benefit the public welfare to enter into a Lease Agreement with Granite School District for the use of the property; and

WHEREAS, the parties now desire to enter into a Lease Agreement for the benefit of the citizens of Holladay; and

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 Lease Agreement with Granite School District, 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 August, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay	____
Matt Durham	Yea	Nay	____

LEASE

GRANITE SCHOOL DISTRICT
Landlord, and
CITY of HOLLADAY
Tenant

PREMISES:

5315 Woodcrest Drive, Salt Lake City, UT 84117 (Spring Lane Elementary School)

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LEASE

THIS LEASE (“Lease”) is effective as of August __, 2025 (“Effective Date”), by and between GRANITE SCHOOL DISTRICT, a body corporate and politic of the State of Utah (“Landlord”), and the City of Holladay (“Tenant”).

Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises (as defined below), together with a license to use all easements, rights-of-way, and other rights benefiting the Premises (including, without limitation, all access and service roads, sidewalks, and outdoor garbage areas).

ARTICLE I: BASIC TERMS

1.1. Reference Subjects. The following terms used in this Lease shall have the meanings set forth below.

Date of Lease:	Commences when signed by both parties
Landlord:	Granite School District
Tenant:	City of Holladay
Premises:	The real property owned by Landlord including all easements, and appurtenances, located at 5315 Woodcrest Drive, Salt Lake City, Utah 84117, as more particularly described in Exhibit A attached to and hereby made a part of this Lease.
Term Commencement Date:	January 1, 2026
Rent Commencement Date:	Same as the Term Commencement Date (January 1, 2026)
Term/Term Expiration Date:	30 years, expiring on the last calendar day of the month before the thirtieth anniversary of the Term Commencement Date (unless earlier terminated as provided for herein)
Renewal Term(s):	None.
Permitted Uses:	Park and related municipal public uses.
Rent:	Annual rent: \$37,350 (10% of fair market value) with 2% annual increases. A rent schedule is attached hereto as Exhibit B.
Additional Rent:	Means any amounts (other than Rent) that may become due

and payable by Tenant pursuant to this Lease or pursuant to common law.

Tenant's Address for Notices: City of Holladay
Attn: City Manager
4580 S. 2300 E.
Holladay, UT 84117

With a copy to: Todd Godfrey
Hayes Godfrey Bell, PC
2118 E. 3900 S., Ste. 300
Holladay, Utah 84124
tjgodfrey@hgblaw.net

Landlord's Address for Notices: Board of Education of Granite School District
2500 South State Street
Salt Lake City, UT 84115
Attention: Property Management
E-mail Address: realestate@graniteschools.org
Telephone No.: (385) 646-4235

With a copy to: Matthew L. Anderson
Fabian VanCott
95 South State, Suite 2300
SLC, UT 84111
manderson@fabianvancott.com

ARTICLE II: LEASE OF PREMISES

2.1. Premises. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord for the Term, subject to and with the benefit of the terms, covenants and conditions of this Lease and of rights, agreements, easements and restrictions of record applicable to the Premises, all of which Tenant shall perform and observe insofar as the same are applicable to the Premises. Tenant shall have the right to use the Premises for the Permitted Uses.

2.2. Term. The term of this Lease is 30 years and shall begin on the Term Commencement Date and shall end on the Term Expiration Date, unless terminated earlier as provided for in this Lease.

2.3. Early Termination. Landlord may, in its sole discretion, terminate this Lease prior to the Term Expiration Date, provided:

- (a) 20 years have passed since the Term Commencement Date: and
- (b) Landlord provides 6 months' prior written notice to Tenant; and

(c) Landlord reimburses Tenant for the capitalized costs of Tenant's improvements to the Premises (as reasonably depreciated).

2.4. If a force majeure event occurs in a school within 3 miles of the Premises such that: (i) the school is rendered unusable; (ii) such use is not reasonably likely to be restored prior to the beginning of the next school year; and (iii) the Premises is a viable temporary alternative site to re-open an educational campus, the Landlord has the option to open a temporary campus located on an agreed to location within the property not to exceed 5 acres in size.

ARTICLE III: DELIVERY OF PREMISES

3.1. Delivery of Premises. Subject to the provisions of Section 3.3, below, Landlord shall deliver the Premises to Tenant on the Term Commencement Date AS IS WHERE IS in all respects other than Landlord's obligations to prepare the Premises for delivery to Tenant ("Landlord's Work").

3.2. Landlord's Work. Prior to the Term Commencement Date, Landlord will demolish and raze any existing vertical improvements, remove footings, scrape, fill, and rough grade the Premises. Landlord shall use commercially reasonable efforts to:

(a) Preserve the existing recreational fields;

(b) Preserve the existing irrigation system for such fields; and

(c) 14 calendar days prior to the Term Commencement Date, Landlord shall complete Landlord's Work and give Tenant written notice that the Premises is in deliverable condition. Unless Tenant objects in writing detailing its concerns with Landlord's Work at least 7 days prior to the Term Commencement Date, Tenant shall be deemed to have unconditionally approved Landlord's Work as part of the Premises. If Tenant does object, the Parties agree to use their best efforts to resolve the same prior to the Term Commencement Date.

3.3. Existing Conditions. Other than Landlord's Work, Tenant accepts the Premises in the condition they are in, it being expressly agreed that neither Landlord nor any person acting under Landlord has made or implied any representations or warranties concerning this Lease, the Premises, or their condition, fitness, or suitability for Tenant's Permitted Uses or otherwise. Notwithstanding the foregoing, Landlord affirms that it has no actual knowledge of any condition on the Premises that would render it unsuitable for Tenant's proposed use. Tenant acknowledges it has had a sufficient opportunity to perform its own due diligence and, except as expressly set forth herein, to the extent permitted by applicable law, Tenant waives any right or remedy otherwise accruing to Tenant on account of the condition or suitability of the Premises or title to the Premises, and, subject to the affirmation of Landlord in this paragraph, TENANT AGREES THAT IT TAKES THE PREMISES "AS-IS," WITH ALL FAULTS AND WITHOUT ANY SUCH REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTIES.

ARTICLE IV: RENT

4.1. Payment of Rent. Commencing on the Rent Commencement Date and within 30 days of July 1 of each subsequent calendar year during the Term, Tenant shall pay to Landlord Annual Rent in the amount of \$37,350 (10% of fair market value, the “Annual Rent”), as shall be increased as provided for herein, and any Additional Rent in lawful money of the United States, in advance and without offset, deduction, or prior demand, prorated for any partial month, except as otherwise provided for in this Lease. The Annual Rent shall be payable at Landlord’s address as set forth in the Summary or at such other place or to such other authorized agent as Landlord may designate in writing from time-to- time. There will be a onetime rent payment due within 30 days of January 1, 2026 in the amount of \$18,675 for the 6 months from January 1, 2026 through June 30, 2026. All payments of Rent and all payments of other sums due and payable to Landlord, shall be paid in readily available U.S. funds (or if requested by Landlord, by electronic fund transfer), without demand, set-off or other deduction.

4.2. Rent and all other sums payable hereunder by Tenant, shall be paid without notice or demand, and without set off, counterclaim, recoupment, abatement (except as expressly agreed to herein), suspension, deduction, or defense. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Annual Rent, the Additional Rent, and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

4.3. Rent shall increase 2% annually, on the anniversary of the Rent Commencement Date.

ARTICLE V: OPERATING EXPENSES

5.1. Operating Expenses. Landlord and Tenant agree that Landlord shall have no obligations, responsibilities, or liabilities with respect to the Premises other than Landlord’s Work, all of which obligations, responsibilities, or liabilities shall terminate upon the Term Commencement Date. Tenant agrees to pay directly, except as otherwise set forth herein, for 100% of all costs of operating and maintaining the Premises, which shall include, without limitation, real estate taxes and assessments, utilities, electricity, water, waste disposal, sewage, operating materials and supplies, service agreement and charges, repairs, landscaping, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct costs of operating and maintaining the Premises (“Operating Expenses”). Notwithstanding the foregoing, Operating Expenses shall not include any fines, costs, late charges, penalties or interest imposed on Landlord to the extent Landlord is responsible for such.

5.2. Inspection of Premises. Landlord and Tenant agree to jointly participate in an on-site walk-through inspection of the Premises upon Landlord’s written request no more than annually as mutually agreeable to the Parties (the “Inspection”).

5.3. Utilities. All utilities and services shall be separately metered and billed directly to Tenant from the utility company from the Term Commencement Date forward, all at Tenant's expense. It is understood and agreed that Landlord shall not be liable for (nor suffer any reduction in any rent on account of) any interruption or failure in the supply of the same unless such interruptions arise from the fault or negligence of the Landlord.

(a) Utility connections (electrical, culinary water and sanitary sewer connections) are to be maintained in serviceable condition and must retain their full capacity, ensuring that there is no reduction in power size at the property edge and that the water meter size or sewer main at the property boundary or point of connection is maintained.

5.4. Personal Property Taxes. Tenant or any subtenant, as applicable, shall pay when due, directly to the relevant taxing authority, any applicable taxes charged against Tenant.

ARTICLE VI: MAINTENANCE, USE, AND ALTERATIONS OF PREMISES

6.1. Landlord's Maintenance and Repair Obligations. Landlord shall have no obligations with respect to the maintenance or repair of the Premises during the term of this Lease.

6.2. Tenant's Repair and Maintenance Obligations. Tenant accepts the Premises AS-IS WHERE-IS and in the condition at the time of the Effective Date, subject to the Landlord's Work provisions above. Tenant shall be responsible to keep the Premises properly irrigated and in good order, repair, and condition.

6.3. Use and Compliance with Law. Tenant shall use the Premises only for the Permitted Uses and only as permitted under federal, state, and local laws, regulations and orders applicable from time-to-time, including, without limitation, municipal laws, land use and zoning laws, environmental laws and regulations (including all laws and regulations regulating the production, use, and disposal of any pollutant or toxic or hazardous material), and occupational health and safety laws. Tenant shall procure all approvals, licenses and permits necessary therefor, and, upon written request, provide Landlord true and complete copies of the same and all applications therefor. Tenant shall, in any event, indemnify and save Landlord harmless from all loss, claim, damage, cost or expense (including reasonable attorneys' fees of counsel of Landlord's choice against whom Tenant makes no reasonable objection) on account of Tenant's failure to so comply with the obligations of Section 6.3 of this Lease (paying the same to Landlord upon demand as Additional Rent). Tenant shall bear the sole risk of all present or future laws affecting the Premises or appurtenances thereto, and Landlord shall not be liable for (nor suffer any reduction in any rent on account of) any interruption, impairment or prohibition affecting the Premises or Tenant's use thereof resulting from the enforcement of laws.

6.4. Rules and Regulations. Tenant shall comply with the rules and regulations for the Premises set forth on Exhibit C attached to and hereby made a part of this Lease ("Rules and Regulations"). In the event of any conflict between any Rules and Regulations, including any modifications or newly adopted Rules and Regulations, and the provisions of this Lease, the terms of this Lease shall govern and control in every respect.

6.5. Nuisance; Hazardous Materials. Tenant shall not, either with or without negligence, injure, overload, deface, damage or otherwise harm the Premises or any part or component thereof; commit any nuisance; permit the emission by Tenant or any of the agents, employees contractors, licensees, invitees, assignees subtenants or customers of Tenant of any hazardous materials or substances; allow the release or other escape of any biologically or chemically active or other hazardous substances or materials so as to impregnate, impair or in any manner affect, even temporarily, any element or part of the Premises, or allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substance or materials; nor shall Tenant bring onto the Premises any such material or substances except to use in the ordinary course of Tenant's business, and then only in strict compliance with applicable law; permit the occurrence of objectionable noise or odors; or make, allow or suffer any waste whatsoever to the Premises. Notwithstanding, nothing in this Lease shall prevent Tenant from using cleaning or other similar products customarily used in connection with the cleaning and maintenance of the Permitted Use and office space generally. Without limitation, "hazardous materials" means (a) "hazardous waste" as defined by the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), including any future amendments thereto, and regulations promulgated thereunder; (b) "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), including any future amendment thereto and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyl; (e) underground storage tanks, whether empty or filled or partially filled with any substance; (f) any substance the presence of which is or becomes prohibited by any federal, state, or local law, ordinance rule or regulation; and (g) any hazardous or toxic substance, material, or waste which under any federal, state, or local law, ordinance, rule, or regulation requires special handling or notification in its collection, storage, treatment or disposal and all substances described or regulated in any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions, human health or hazardous substances, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §§300(f) et seq.) the Clean Air Act (42 U.S.C. §7401 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §1101 et seq.), The Endangered Species Act (16 U.S.C. §1531 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.) and the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.) the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.) and the regulation promulgated pursuant to such law , all as amended from time to time and all other laws governing similar matters as they may be amended from time to time. In addition, Tenant shall execute affidavits, representations and the like in form reasonably acceptable to Landlord and Tenant, from time to time at Landlord's request concerning Tenant's actual knowledge and belief regarding the presence or absence of hazardous materials and substances on the Premises. In all events, Landlord and Tenant shall each indemnify, defend, and hold harmless each other and their respective mortgagees as provided in this Lease from any claims resulting from any release of hazardous materials or substances on the Premises, occurring during the Term, to the extent

caused by the indemnifying party or their respective agents or contractors. Landlord shall indemnify, defend and hold Tenant harmless from any releases of hazardous materials or substances on the Premises occurring prior to the Term. The indemnities under this Section 6.5 shall survive any termination of this Lease.

6.6. Landlord's Right to Enter. Following advance written notice to Tenant of no less than one business day, except in the case of an emergency, or where necessary to prevent imminent injury to persons or damage to Premises, Landlord and its agents or employees may enter the Premises (in a manner which shall not unreasonably interfere with Tenant's operations, activities, and occupancy), during normal business hours (and in case of emergency at any time) for the purpose of determining the need for and performing repairs or replacements, or exercising any of the rights reserved to Landlord herein, or securing or protecting Landlord's Premises, or removing any alterations or additions not consented to by Landlord. Except in case of emergency, Landlord shall be subject to reasonable security conditions in entering the Premises, if any, set forth by Tenant in writing to Landlord. If Tenant so desires, a representative of Tenant may accompany Landlord or its agents in any entry onto the Premises under this Lease.

6.7. Tenant Improvements.

(a) Tenant agrees to design its use on the Premises in a manner that will allow Landlord to utilize not more than 5 acres of the Premises for the temporary location of relocatable school buildings should such be required by an event of force majeure. All Tenant Improvements shall be constructed: (i) at Tenant's sole risk and in a professional and workmanlike manner, using industry standard materials; and (ii) in accordance with all applicable local, state and federal laws, statutes, rules and regulations, including Landlord's authority to inspect and permit (the "Applicable Requirements") for the Premises and the Tenant Improvement Plans; and (iii) and approved in writing by Landlord, in its sole reasonable discretion. In connection with the construction and/or installation of the Tenant Improvements, Tenant shall not permit to be filed against the Premises any mechanics' Liens and if any such mechanics' lien shall be filed against the Premises, at Tenant's sole cost and expense, Tenant shall cause the same to be discharged or bonded to the satisfaction of Landlord. Tenant shall indemnify, defend, protect and hold harmless Landlord from and against any and all losses, liabilities, claims, damage, costs and/or expense (including, without limitation, reasonable attorneys' fees) which maybe suffered or incurred by Landlord in connection with the construction and/or installation of the Tenant Improvements or relating in any way thereto, except to the extent caused by the misconduct or negligence of Landlord. Not later than forty-five (45) days after the completion of the Tenant Improvements, Tenant shall notify Landlord of the completion of the Improvements. On Landlord's request, within not more than 30 days of Notice of Completion of the Tenant Improvements, Tenant shall provide true and complete final waivers and releases of liens with respect to the Tenant Improvements executed and delivered by the Tenant Improvements Contractor and all subcontractors and suppliers involved in connection therewith.

(b) All costs and expenses of any kind whatsoever incurred by Tenant in connection with the construction, shall be paid by Tenant, at Tenant's sole cost and expense.

6.8. Liens and Encumbrances. Tenant shall not create or suffer and shall keep the Premises and Tenant's leasehold free of, and shall promptly remove and discharge, any lien, notice of contract, charge, security interest, mortgage or other encumbrance which arises for any reason, voluntarily or involuntarily, as a result of any act or omission by Tenant or persons claiming by, through or under Tenant, or any of their agents, employees or independent contractors including without limitation liens which arise by reason of labor or materials furnished or claimed to have been furnished to Tenant or for the Premises.

6.9. Condition Upon Termination. At the expiration or earlier termination of this Lease, Tenant (and all persons claiming by, through or under Tenant) shall, without the necessity of any notice, surrender the Premises and all keys to the Premises, remove all of Tenant's personal property easily removed from the Premises, and all Tenant or subtenant signs wherever located, in each case repairing damage to the Premises which results in the course of such removal and restoring the Premises to a reasonable condition.

6.10. Tenant's Expense. If Tenant shall fail to maintain, repair or replace the Premises as required herein within thirty (30) days after written notice from Landlord specifying Tenant's failure to perform (provided, however, that if the nature of Tenant's failure is such that more than thirty (30) day are required to cure then Tenant shall not be in default if Tenant commences to cure such failure to perform within ten (10) day period and thereafter diligently prosecutes the cure to completion, not to exceed one hundred twenty (120) days following written notice from Landlord to Tenant), then Landlord may, upon thirty (30) days' prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises in accordance with Section 6.6 of this Lease and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant, within thirty (30) days of the receipt of a statement and invoice, including reasonable back-up documentation, shall reimburse Landlord for any commercially reasonable amounts actually paid and any commercially reasonable expense or contractual liability reasonably incurred in performing such maintenance, repair or replacement, together with an administrative charge of ten percent (10%), as Additional Rent. In the event of an emergency, or where necessary to prevent imminent injury to persons or damage to the Premises, Landlord may cure any such before the expiration of the cure period set forth above (in which case the administrative charge shall not be applicable), with such written or oral notice to Tenant as is appropriate under the circumstances. In the event Tenant fails to pay Landlord any sum due pursuant to this Article 6.10 within such thirty (30) day period, Landlord shall be entitled thereafter to initiate any collection remedies available to Landlord under this Lease or provided at law and in equity.

ARTICLE VII: INSURANCE AND INDEMNIFICATION

7.1. Insurance.

(a) Tenant at its sole cost and expense, shall procure and maintain, for the duration of the Lease Term and any period during which Tenant or any party claiming by, through, or under Tenant occupies any portion of the Premises, insurance coverage through the Utah Local Governments Trust or another insurer of comparable standing, with such terms,

coverages, and limits as are reasonably acceptable to Landlord.

(b) Tenant and subtenants shall carry Workers' Compensation Insurance and Employers Liability Insurance with statutory limits and automobile liability insurance as required by law.

(c) Tenant shall, at Landlord's request, furnish to Landlord certificate(s) (ACCORD 28 (2003/10) evidencing such coverage, which certificate(s) shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days' prior written notice to Landlord and Tenant. The insurance maintained by Tenant shall be deemed to be primary insurance and any insurance maintained by Landlord (acknowledging that Landlord has no obligation to maintain any such insurance) shall be deemed secondary thereto. Notwithstanding anything to the contrary set forth elsewhere in this Lease and irrespective of any termination of this Lease in accordance with the terms and conditions of this Lease, in the event that any property insurance policy obtained or maintained by Tenant in accordance with the terms and conditions of this Lease pertaining to leasehold improvements shall be subject to a deductible, then and in such event, Tenant shall pay to Landlord, if, as, and to the extent applicable in connection with any claim made under such property insurance policy, that amount of money as shall be equal to the amount of such deductible. All insurance proceeds payable under the terms and conditions of any property insurance policy required to be obtained or maintained by Tenant pursuant to this Lease resulting from damage to the leasehold improvements within the Premises shall be promptly paid to and become the property of Landlord irrespective of any termination of this Lease or the cause of such damage. Tenant shall cooperate, fully and in all respects and at Tenant's sole cost and expense, with Landlord in connection with any efforts of Landlord to receive prompt payment of any proceeds required to be paid to Landlord pursuant to the term and conditions of this Lease in regard to insurance policies covering leasehold improvements within Premises.

(d) Landlord and Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authorities, and shall not, directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage or may increase the cost of insurance or require additional insurance coverage. If Tenant fails to comply with the provisions of Section 7.1 of this Lease and (i) any insurance coverage is jeopardized and Tenant fails to correct such dangerous or prohibited use following ten (10) days' notice or (ii) insurance premiums are increased and Tenant fails, following ten (10) days notice, to cease such use, then in each event such failure shall constitute an Event of Default (as defined below) by Tenant under this Lease following the expiration of all applicable notice and cure periods, and Landlord shall have all of its remedies as set forth in the Lease.

7.2. Waiver of Claim- Indemnification. Without limiting any other provisions of this Lease but subject to the provisions of Section 7.1(c) of this Lease, Tenant agrees to defend, protect, indemnify and save Landlord and its partners, affiliates, members, officers, agents, servants and employees and Landlord's management, leasing and development agents and Landlord's mortgagee(s) from time to time from and against all liability to third parties arising out of the use of the premises.

7.3. Non-Waiver. No waiver of any provisions of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provisions, even if such violation is continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt for monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right to possession hereunder or after the finding of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Annual Rent and Additional Rent due, and the payment of said Annual Rent and Additional Rent shall not waive or affect said notice, suit or judgment.

7.4. Waiver of Subrogation. Landlord and Tenant each waive any rights they have against the other party on account of any loss or damage occurring to the releasing party or its respective property and arising from any risks generally covered by an "all risk" insurance policy and from any risk covered by property insurance then in effect. In addition, Landlord and Tenant, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that they or any insurance company may have against the other party. Landlord and Tenant intend that with respect to any loss from a named peril required to be covered under a policy of property insurance required under this Lease, the parties will look solely to their respective insurance company for recovery. The foregoing waivers of subrogation are operative only so long as commercially available in the state where the Premises is located at commercially reasonable rates and provided that no policy of insurance is invalidated by the waivers.

ARTICLE VIII: ASSIGNMENT AND SUBLetting

8.1. Landlord's Consent Required. Other than the issuance of bonds secured, in part, by Tenant's leasehold interest or a lease of the Premises or a portion of the Premises for recreational use consistent with Tenant's use of the Premises, Tenant shall not assign this Lease, or sublet, rent, license the Premises or any portion thereof or advertise the Premises for assignment or subletting or permit the occupancy or rental of the whole of the Premises by anybody other than Tenant (each of the foregoing actions is referred to as a "transfer") without obtaining, on each occasion, the prior consent of Landlord, in Landlord's reasonable discretion. A transfer shall include, without limitation, any transfer of Tenant's interest in this Lease by operation of law, merger or consolidation of Tenant into any other municipal corporation, any liquidation of Tenant or a substantial part of Tenant's assets.

8.2. Landlord's Consent. Tenants request for consent under this Article VIII of this Lease shall set forth the details of the proposed transfer, including: (i) the name, business and financial condition of the prospective transferee; (ii) a true and complete copy of the proposed instrument containing all of the terms and conditions of such transfer; (iii) a written agreement of the assignee, subtenant or licensee, in recordable form reasonably approved by Landlord, agreeing with Landlord to perform and observe all of the terms, covenants, and conditions of this Lease; and (iv) any other information Landlord reasonably requested by Landlord prior to or in

response to such notice. Landlord shall have the right to withhold consent, reasonably exercised as to any proposed sublease, or to grant consent based on the following factors: (i) the operations, for profit status, or objective of the proposed assignee or subtenant and the proposed use of the Premises (if other than the Permitted Uses); (ii) the financial condition of the proposed assignee or subtenant; and (iii) Tenant's compliance with all of its obligations under this Lease within applicable notice and cure period. Upon making any request, and in connection with the provision of the information required herein.

ARTICLE IX: DEFAULT AND REMEDIES

9.1. **Events of Default.** Each of the following shall be an "Event of Default" under this Lease: (a) if Tenant fails to pay Annual Rent or any Additional Rent or other sum or charge hereunder ten (10) day after due; or (b) if Tenant shall vacate or abandon all or substantially all of the Premises; or (c) if any assignment shall be made by Tenant (or any assignee or subtenant of Tenant) for the benefit of creditors; or (d) if Tenant's leasehold interest shall be taken on execution or by other process of law; or (e) if a petition is filed by Tenant (or any assignee or subtenant of Tenant) for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of any bankruptcy act then in force and effect; or (f) if an involuntary petition under the provisions of any bankruptcy act is filed against Tenant (or any assignee or subtenant of Tenant) and such involuntary petition is not dismissed within sixty (60) days thereafter; or (g) if Tenant (or any assignee or subtenant of Tenant) shall be declared bankrupt or insolvent according to law; or (h) if a receiver, trustee or assignee shall be petitioned for and not contested by Tenant for the whole or any part of Tenant's (or such assignee's or subtenant's) property, or if a receiver, trustee or assignee shall be appointed over Tenant's (or such other person's) objection and not be removed within sixty (60) days thereafter; or (i) if any material representation or warranty made by Tenant shall be untrue in any material respect; or (j) any default of Tenant with respect to any obligations of Tenant set forth in this Lease with respect to any letters of credit to be issued to Landlord hereunder; or (k) any default of Tenant with respect to any obligations of Tenant set forth in this Lease (including, without limitation, Article VII of this Lease) with respect to insurance pertaining to the Premises; or (l) any default of Tenant with respect to any obligations of Tenant set forth in Article VIII of this Lease; or (m) any default of Tenant with respect to any obligations of Tenant set forth in this Lease with respect to the environmental condition of the Premises (including, without limitation, in Section 6.3 or Section 6.4 of this Lease); or (n) any default of Tenant with respect to any obligations of Tenant set forth in this Lease (other than those defaults identified in the preceding provisions of Section 9.1 of this Lease) which default continues for thirty (30) days after notice from Landlord to Tenant (provided however, that such thirty (30) day period shall be reasonably extended for up to an additional sixty (60) days in the case of non-monetary default if the matter complained of can be cured, but the cure cannot be completed within such thirty (30) day period and Tenant begins promptly to cure within such period and thereafter diligently completes the cure (provided however, if such matters cannot be cured then there shall be no cure period). Upon the occurrence of an Event of Default, Landlord and its agents and employees lawfully may, in addition to and not in derogation of any remedies for any preceding breach, immediately or at any time thereafter, mail or deliver a notice of termination of the Term addressed to Tenant at the Premises and at any other address herein provided, and thereby terminate this Lease. Upon such mailing or delivery, as the case may be, the Term shall terminate, all executory rights of Tenant

and all obligations of Landlord under this Lease shall immediately cease, and without prejudice to any remedies which might otherwise be used for arrears of rent or prior breach of covenants. If any payment of Annual Rent, Additional Rent, or other payment due from Tenant to Landlord is not paid when due, then Landlord may, at its option, in addition to all other remedies hereunder impose a late charge on Tenant equal to five percent (5.00%) of the amount in question, which late charge will be due upon demand as Additional Rent. Any amounts past due and owing accrue interest at the "Default Rate" of 18% per annum.

9.2. Remedies for Default.

(a) **Reletting Expenses Damages.** If this Lease is terminated due to an Event of Default, then Tenant agrees, as an additional cumulative obligation after such termination, to pay all of Landlord's costs and expenses actually incurred by Landlord in connection with collecting amounts due hereunder, including reasonable attorneys' fees. It is agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant such tenant inducements as Landlord in its sole judgment considers advisable, and (ii) make such alteration repairs and decorations in the Premises as Landlord in its sole discretion considers advisable, and no action of Landlord in accordance with the foregoing.

(b) **Termination Damages.** If this Lease is terminated due to an Event of Default, then unless and until Landlord elects lump sum liquidated damages described in Section 9.2(a) of this Lease Tenant covenants, as an additional cumulative obligation after any such termination, to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence Tenant shall be credited with the net proceeds of any Rent then actually received by Landlord from a reletting of the Premises after deducting all sums provided for in this Lease to be paid by Tenant and not then paid.

9.3. Remedies Cumulative. Any and all rights and remedies Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two (2) or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which the damages are to be proved, whether such amount be greater, equal to, or less than the amount of the loss or damages referred to in Section 9.2 of this Lease.

9.4. Effect of Waivers of Default. Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition, or any waiver by Landlord of the breach of any covenant or condition, shall not in any way be held or construed to operate so as to impair the continuing obligation of such covenant or condition, or otherwise operate to permit other similar acts or omissions. No breach shall be deemed to have been

waived unless and until such waiver be in writing and signed by Landlord. The failure of Landlord to seek redress for violation of or insist upon the strict performance of any covenant or condition of this Lease, or the receipt by Landlord of Rent with knowledge of any violation, shall not be deemed a consent to or waiver of such violation, nor shall it prevent a subsequent act, which would otherwise constitute a violation, from in fact being a violation.

9.5. **No Accord and Satisfaction; No Surrender.** No acceptance by Landlord of a lesser sum than the Annual Rent, Additional Rent or any other sum or charge then due shall be deemed to be other than on account of the earliest installment of such rent, sum or charge due; nor shall any endorsement or statement on any check or in any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other right or remedy available to it. The delivery of keys (or any similar act) to Landlord or any agent or employee of Landlord shall not operate as a termination of this Lease or an acceptance of a surrender of the Premises.

9.6. **WAIVER OF JURY. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY SUMMARY PROCEEDING IN ANY EMERGENCY OR OTHER STATUTORY REMEDY, OR IN ANY ACTION BASED, IN WHOLE OR IN PART, ON NON-PAYMENT OF RENT OR OTHER DEFAULT OR EVENT OF DEFAULT UNDER THIS LEASE; AND TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR SET-OFF IN ANY SUCH PROCEEDING, EXCEPT TO THE EXTENT TENANT WOULD HAVE NO RIGHT TO COMMENCE AN INDEPENDENT PROCEEDING TO SEEK TO RECOVER ON ACCOUNT OF SUCH CLAIM.**

9.7. **Landlord's Curing and Enforcement.** If Tenant shall neglect or fail to perform or observe any covenant or condition of this Lease and shall not cure such default or Event of Default within the applicable cure period, Landlord may, at its option, without waiving any claim for breach, at any time thereafter cure such default or Event of Default for the account of Tenant, and any amount paid or any liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant shall reimburse Landlord therefor, together with an administrative charge of ten percent (10.00%) of the amount thereof, on demand as Additional Rent; and Tenant shall further indemnify and save Landlord harmless in the manner elsewhere provided in this Lease in connection with all of Landlord's actions in effecting any such cure. Notwithstanding any other provision herein concerning cure periods, Landlord may cure any default or Event of Default for the account of Tenant after such notice to Tenant, if any, as is reasonable under the circumstances (including telephone notice) if the curing of such default or Event of Default prior to the expiration of the applicable cure period is reasonably necessary to prevent likely damage to the Premises or other improvements or possible injury to persons, or to protect Landlord's interest in its property or the Premises. Tenant shall pay to Landlord on demand, as Additional Rent, all of the costs and expenses of Landlord, including such administrative charge and reasonable attorneys' fees, incurred in enforcing any covenant or condition of this Lease. Without limiting any of its other rights or remedies, any sum due hereunder shall, in addition, bear interest from the date due at one percent (1%) for each month (or ratable portion thereof) the same remains unpaid; provided that interest shall never exceed the

maximum rate permitted under applicable law.

In the event Tenant breaches any covenant or fails to observe any condition set forth in Article VII of this Lease with respect to the insurance required to be maintained by Tenant, then and without limiting any other right or remedy, and notwithstanding any other provision herein concerning notice and cure of defaults or Events of Default, Landlord may immediately and without notice to Tenant obtain such insurance, and Tenant shall pay the cost thereof and Landlord's expenses related thereto upon demand as Additional Rent.

9.8. Landlord's Default. Each of the following acts or omissions of Landlord, or occurrences, shall constitute a "Landlord's Default": (i) a default by Landlord in the performance or observation of any agreement, liability, or obligation imposed on it by this Lease; or (ii) a breach of any representation, warranty, or covenant set forth in this Lease· provided, however, Landlord shall not be in default under this Lease unless Landlord fails to perform any liabilities or obligations of Landlord or cure such Landlord's Default within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion, not to exceed one hundred twenty (120) days following written notice from Tenant to Landlord. Upon the occurrence of a Landlord's Default under this Lease, Tenant may exercise all of its remedies and collect all damages and reasonable attorney's fees as may be permitted under this Lease or by applicable law or equity. All rights, powers, and remedies of Tenant under this Lease and those rights, powers, and remedies in any other agreement now or hereafter in force between Landlord and Tenant shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Tenant by law, and the exercise of one or more rights power, or remedies shall not impair Tenant's right to exercise any other right, power, remedy, or indemnity.

9.9. Vacancy During Last Six Months. If Tenant vacates substantially all of the Premises (or substantially all of main portion of the Premises) at any time within the last six (6) months of the Term, Landlord may enter the Premises (or such portions) and commence demolition work or construction of leasehold improvements for future tenants. The exercise of such right by Landlord absent a valid termination of the Lease by Tenant, will not affect Tenant's obligations to pay Annual Rent or Additional Rent with respect to the Premises (or such portions), which obligations shall continue without abatement until the end of the Term.

ARTICLE X: MISCELLANEOUS

10.1. Tenant's First Right to Purchase. The parties agree that Pursuant to *Utah Code Annotated*, Title 53G, Chapter 4, Part 9, in existence at the commencement date of this lease, if Landlord declares the Premises to be Surplus Property, Tenant has a statutory right to purchase the Premises. In the event the existing statutory right is extinguished by amendment to state law, Landlord hereby grants to Tenant the right to purchase the Premises, should it be declared surplus by Landlord, on the same terms and conditions as exist in the Statutory right to purchase in effect at the time of the execution of this agreement.

10.2. Tenant's Early Termination Right. The parties acknowledge that because Tenant is a governmental entity, Tenant's obligations under this Lease are subject to continuing appropriations by the City Council of the City. Tenant shall have the right to terminate the lease upon one-year advance notice to Landlord of such intent to terminate. In the event of such termination by Tenant, Landlord shall have no obligation to reimburse Tenant for any improvements made to Tenant to the Premises and Tenant shall have the same obligation of restoration of the Premises as exist at the conclusion of the full term of the Lease.

10.3. Quiet Enjoyment. Landlord agrees that upon Tenant's paying all rent and performing and observing all covenants, conditions and other provisions on its part to be performed and observed, Tenant may peaceably and quietly have, hold and enjoy the Premises during the Term without disturbance by Landlord or anyone claiming by, through or under it, subject always to the terms of this Lease, provisions of law, and rights or interests of record to which this Lease may be or become subject and subordinate.

10.4. Limitation of Landlord's Liability. Landlord shall be liable only for breaches of Landlord's obligations occurring while Landlord is owner of the fee of which the Premises are a part (provided, however, that if Landlord shall ever sell and lease-back such fee, or the ground thereof or the improvements thereon, then "fee" shall, in such event, be deemed to mean Landlord's leasehold interest). It is agreed that neither Landlord nor any trustee, beneficiary, partner, member, manager shareholder agent or employee of Landlord shall ever be personally or individually liable for any claim or judgment, or otherwise, to Tenant (or such persons) so long as such person is acting within the course and scope of their duties with Landlord. In no event shall Landlord ever be liable to Tenant (or such persons) for indirect or consequential damages; nor shall Landlord ever be answerable or liable in any equitable judicial proceeding or order beyond the extent of such interest in the Premises.

10.5. Applicable Law and Construction. This Lease may be executed in counterpart copies and shall be governed by and construed as a sealed instrument in accordance with the laws of the State of Utah. If any provision shall to any extent be invalid, the remainder of this Lease shall not be affected. Other than contemporaneous instruments executed and delivered as of the Date of Lease, if any, this Lease contains all of the agreements between Landlord and Tenant with respect to the Premises and supersede all prior dealings between them with respect thereto. There are no oral agreements between Landlord and Tenant affecting this Lease. This Lease may be amended only by an instrument in writing executed by Landlord and Tenant. The enumeration of specific examples of a general provision shall not be construed as a limitation of the general provision. Unless a party's approval or consent is required by its terms not to be unreasonably withheld, such approval or consent may be withheld in the party's sole discretion. This Lease and all consents, notices and other related instruments may be reproduced by any party by photographic, microfilm, microfiche or other reproduction process and the originals thereof may be destroyed; and each party agrees that reproductions will be admissible in evidence to the same extent as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not reproduction was made in the regular course of business), and further reproduction will likewise be admissible. The titles of the several Articles and Sections are for convenience only, and shall not be considered a part hereof.

The submission of a form of this Lease or any summary of its terms shall not constitute an offer by Landlord to Tenant; but a leasehold shall only be created and the parties bound when this Lease is executed and delivered by both Landlord and Tenant.

10.6. Successors and Assigns. Except as herein provided otherwise, the agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its legal representatives, successors and assigns, and shall inure to the benefit of Tenant and its legal representative, successors and permitted assigns; and the agreements and conditions on the part of Tenant to be performed and observed shall be binding upon Tenant and Tenant's legal representatives, successors and permitted assigns and shall inure to the benefit of Landlord and its legal representatives, successors and assigns.

10.7. Relationship of the Parties. Nothing herein shall be construed as creating the relationship between Landlord and Tenant of principal and agent, or of partners or joint venturers· it being understood and agreed that neither the manner of fixing rent nor any other provision of this Lease, nor any act of the parties, shall ever be deemed to create any relationship between them other than the relationship of landlord and tenant.

10.8. Legal Proceeding. If either party shall be in breach or default under this Lease, such party shall reimburse the other upon demand for any costs or expenses incurred in connection with any breach or default of the defaulting party, as provided in this Section 9.2. Such costs shall include all reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise.

10.9. Holding Over. If Tenant (or anyone claiming by, through or under Tenant) shall remain in possession of the Premises or any part thereof after the expiration or earlier termination of this Lease with respect to any portion of the Premises without any agreement in writing executed with Landlord, the person remaining in possession shall be deemed a tenant at sufferance, Tenant shall thereafter pay monthly installments of Annual Rent in an amount equal to the greater of (a) the Annual Rent/12 payable by Tenant to Landlord for the Premises pursuant to this Lease as of the last full calendar month occurring prior to the expiration or earlier termination of this Lease, or (b) the then prevailing fair market rent for the Premises, together with, in either such case, all Additional Rent payable and covenants of Tenant in force as otherwise herein provided, and Tenant shall be liable to Landlord for all damages directly arising from such breach, and for indirect or consequential damages relating only to any loss of any replacement tenant(s) for the Premises of which Tenant had notice. After acceptance of the full amount of such rent by Landlord the person remaining in possession shall be deemed a tenant from month-to-month at such rent and otherwise subject to and having agreed to perform all of the provisions of this Lease, but Landlord will not be deemed to have relinquished any claims for damage.

10.10. Interpretation. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine, and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Landlord or Tenant, the terms "Landlord" and "Tenant", as applicable, shall include each of Landlord and Tenant's agents, employees, contractors, invitees, successor, and assigns.

10.11. Waiver. All waivers shall be in writing and signed by the waiving party. Landlord or Tenant's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord or Tenant from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Landlord or Tenant or in a letter accompanying a payment check shall be binding on the receiving party. Landlord and Tenant may, with or without notice to the sending party, negotiate such check without being bound by the conditions of such statement.

10.12. Force Majeure. Except for the payment of Rent as due, in the event that Landlord or Tenant shall be delayed or hindered in, or prevented from, the performance of any work, service, or other act required under this Lease to be performed by Landlord or Tenant and such delay or hindrance is due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service or other act shall be executed for the period of such delay and the period for the performance of such work, service or other act shall be extended for a period equivalent to the period of such delay. Any party to this Lease asserting that a force majeure circumstance has or is occurring shall give written notice thereof to the other party and the period of force majeure shall commence to run not earlier than thirty (30) days prior to the date of such written notice.

10.13. Brokers. Each of Tenant and Landlord represents and warrants to the other that it has not dealt with any broker in connection with this Lease or the Premises and Tenant and Landlord agree to indemnify and save the other harmless from all loss, claim, damage, cost or expense (including reasonable attorneys' fees of counsel of the other's choice against whom the indemnifying party makes no reasonable objection) arising from any its breach of this representation and warranty. This warranty and representation shall survive the term or any early termination of this Lease.

ARTICLE XI: INTERLOCAL COOPERATION ACT

11.1 Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act, and in connection with this Lease, the Landlord and Tenant agree as follows:

(a) This Lease shall be approved by each party pursuant to Section 11-13-202.5 of the Interlocal Act;

(b) This Lease 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 Lease 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 Lease, and for any financing of

such costs; and

(e) No separate legal entity is created by the terms of this Lease. To the extent that this Lease requires administration other than as set forth herein, it shall be administered by a joint board of the Manager of the City of Holladay or designee, and the superintendents of the Granite School District or designee. No real or personal property shall be acquired jointly by the parties as a result of this Lease. 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 Lease, such party shall do so in the same manner that it deals with other property of such party.

**[THIS PAGE IS INTENTIONALLY BLANK.
SIGNATURE PAGE(S) OF THIS LEASE FOLLOW IMMEDIATELY]**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, consisting of the foregoing provisions and articles, including all exhibits and other attachments referenced therein, as of the date first above written.

LANDLORD:

GRANITE SCHOOL DISTRICT
a Utah _____

By: _____
Name: _____
Title: _____

TENANT:

CITY OF HOLLADAY
a Utah _____

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF THE PREMISES

This agreement is for the parcels that previously contained Spring Lane Elementary School, located at 5315 S Woodcrest Drive, Holladay UT 84117.

The site contains two parcels in their entirety: Parcel #22-09-452-007 and Parcel #22-09-451-025. Legal descriptions for both parcels can be found on the Salt Lake County Assessors website.

EXHIBIT B

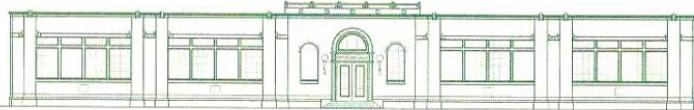
SCHEDULE OF ANNUAL RENT

Year 1	\$37,350.00	Year 11	\$44,636.71	Year 21	\$54,411.90
Year 2	\$38,097.00	Year 12	\$45,529.44	Year 22	\$55,500.14
Year 3	\$38,858.94	Year 13	\$46,440.03	Year 23	\$56,610.14
Year 4	\$39,636.12	Year 14	\$47,368.83	Year 24	\$57,742.34
Year 5	\$40,428.84	Year 15	\$48,316.21	Year 25	\$58,897.19
Year 6	\$41,237.42	Year 16	\$49,282.53	Year 26	\$60,075.13
Year 7	\$42,062.17	Year 17	\$50,268.19	Year 27	\$61,276.64
Year 8	\$42,903.41	Year 18	\$51,273.55	Year 28	\$62,502.17
Year 9	\$43,761.48	Year 19	\$52,299.02	Year 29	\$63,752.21
Year 10	\$44,636.71	Year 20	\$53,345.00	Year 30	\$65,027.26

EXHIBIT C
RULES AND REGULATIONS

1. Except as otherwise provided in the Lease, the limitations of advertisement shall be restricted to the municipal use nature of the facility (i.e. no commercial advertisement). Notices of civic engagement, civic programs, and sponsorship of civic programs or events or donor recognition, etc. are not contemplated to be regulated under this provision. Landlord shall have the right to remove or have removed any such unapproved item without notice and at Tenant's expense.
2. No animals (other than dogs or licensed support and services animals) of any kind may be brought into or kept in or about the Premises unless kept in a designated area; provided so long as Tenant complies with all applicable laws and ordinances and does not create a nuisance to any other tenants

Tenant shall be responsible for the safe storage of all trash and refuse. All such trash and refuse shall be contained in suitable receptacles stored in a neat and orderly manner, so as not to have an unkempt appearance from the street or other public areas. Landlord reserves the right to remove, at Tenant's expense and without further notice, any trash or refuse left elsewhere outside of the Premises.



**City of Holladay
CITY COUNCIL**

CITY OF HOLLADAY COUNCIL STAFF REPORT

MEETING DATE: August 7, 2025

SUBJECT: Misdemeanor Prosecution Agreement

SUBMITTED BY: Gina Chamness, City Manager

SUMMARY:

Attached is a proposed update to the agreement between the City of Holladay and Hansen Law to provide criminal misdemeanor prosecutorial services for the Holladay Justice Court. This update to an existing agreement updates the rate for monthly basic legal services and an hourly jury trial and appeals rates and includes an annual 3 percent escalator.

RECOMMENDATION:

Staff recommends City Council review and approve this agreement.

ATTACHMENTS:

Proposed agreement between Hansen Law and the City of Holladay.

FISCAL IMPACT:

Staff anticipates that the increase proposed in this agreement will result in a cost increase of approximately \$10,000 for prosecution services. This increase was **not** included in the FY2025-26 budget approved by the Council in June. Staff will monitor the overall Justice Court budget for possible amendment later in the fiscal year.



CITY OF HOLLADAY

RESOLUTION NO. 2025-

**A RESOLUTION APPROVING A CRIMINAL LEGAL SERVICES AGREEMENT WITH
HANSEN LAW FOR PROSECUTION SERVICES**

WHEREAS, the City of Holladay operates a Justice Court and desires to obtain professional services for prosecution of Class B and C misdemeanors and infractions; and

WHEREAS, the law firm of Hansen Law, P.C. has provided said prosecution services to the City for many years; and

WHEREAS, the City Council desires for Hansen Law, P.C. to continue to provide prosecution services to the City; and

WHEREAS, the parties now desire to enter into a Criminal Legal Services Agreement for the benefit of the citizens of Holladay; and

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 Criminal Legal Services 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 July, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay	____
Matt Durham	Yea	Nay	____

CRIMINAL LEGAL SERVICES AGREEMENT
Holladay Justice Court Prosecutor

THIS AGREEMENT is made effective on the day it is signed, by and between the CITY OF HOLLADAY, a municipal corporation of the state of Utah (the "City") and the law firm of HANSEN LAW, P.C. (the "Firm").

RECITALS

WHEREAS, the City desires to obtain professional services for prosecution of class B and C misdemeanors and infractions;

WHERE, the Firm has provided prosecution services for the City for more than ten years;

WHEREAS, the Holladay City Council deems it to be in the best interest of the City to retain the Firm to continue serving as the prosecutor for the Holladay Justice Court; and

WHEREAS, the Parties desire to set forth their rights and duties of the parties hereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, mutual covenants, and undertakings set forth herein, the parties hereby agree as follows:

1. **Scope of Services to be Provided.** Throughout the term of this Agreement, the Firm shall provide criminal prosecutorial legal services requested or needed in the Holladay Justice Court. For the purposes of this agreement, the Firm may be designated as City Prosecutor for each city utilizing the Holladay Justice Court (currently Holladay, Cottonwood Heights, and Millcreek) subject to the discretion of each individual city to retain its own Prosecutor, if desired. The legal services to be provided hereunder shall include, without limitation, prosecuting violations of city ordinances and Utah state statutes, including prosecuting Class B misdemeanors and less severe offenses in the Holladay Justice Court, handling District Court appeals brought in connection to matters prosecuted by the Firm, representing the prosecution in plea negotiations, attending administrative and accountability meetings, attending arraignments

and pre-trials, pursuing case investigation and presentation, participating in state and local prosecution associations if required by law, and screening cases, except when precluded by legal conflicts or ethical rules. All matters requiring legal work or judgment shall be performed by the attorneys of the Firm. The Firm shall be deemed to work under the general direction of the appointed City Attorney for each respective City, but shall be permitted to perform the required work and to exercise appropriate prosecutorial discretion without undue political influence or interference. The Firm shall timely and adequately prepare for all trials and be ready to provide Legal Services at such time that the court is ready to begin. Performance of the Legal Services hereunder by the Firm shall also be subject to the Utah Code of Ethics, all applicable laws (federal and/or state), rules, regulations, and professional standards, including, without limitation, the Rules of Professional Conduct adopted by the Utah Supreme Court, as the same may be amended from time to time during the term of this Agreement (collectively, “Scope of Services”).

2. Fees for Legal Services and Reimbursement of Expenses.

- a. Basic Legal Services. As full compensation for Basic Legal Services (Legal Services, excluding jury trials and appeals) the City shall pay the Firm the amount of \$18,125.00 per month (the “Basic Fee”), which will be paid within 30 days of the date of billing. This fee anticipates appointment as the Prosecutor from each City utilizing the Holladay Justice Court. In the event any of the participating cities likes another prosecutor to handle its cases, the monthly fee due to the Firm shall be reduced in a pro-rated amount based on the cases filed from that jurisdiction over the preceding twelve months. The Fee will increase three percent (3%) on July 1 of each year, beginning July 1, 2025. Any payment not paid when due will accumulate interest at the rate of 1.5% per month. This fee excludes preparation and appearance for jury trials and appeals, as well as all out-of-pocket costs incurred in relation to matters prosecuted in accordance with this Agreement. Costs to be reimbursed by the City shall include, but are not limited to, court filing fees, constable and sheriff service fees, court issuance fees, reporter fees, publication expenses,

exhibit costs, service fees, mailing fees, and all other out-of-pocket expenses directly related to the City's criminal matters.

b. Jury Trials and Appeals. As compensation for jury trial and appeals preparation and appearance, the City shall pay the Firm the amount of \$150 per hour (the "Jury Trial/Appeals Fee"). This hourly rate will increase by three percent (3%) on July 1 of each year, beginning July 1, 2025.

3. Term. This Agreement shall become effective on the date it is signed and remain in effect until July 1, 2027; provided, however, subject to the right to terminate as provided herein, this Agreement may be extended for up to three additional five year terms at the mutual discretion of the parties.

4. Assignment and Delegation. The Firm shall not assign the performance of its duties under this Agreement without the City's prior written approval. The City may delegate its duties on a single case basis in the event of a conflict. Notice shall be provided to the City of such conflict. The city attorney for the city whose case is a conflict shall find conflict counsel to handle said case.

5. Employment Status. The Firm shall have complete control and discretion over all attorneys, secretaries, runners, and other personnel assisting the Firm to provide the Legal Services hereunder and shall be considered to be an independent contractor. All personnel providing Legal Services for the Firm shall be independent contractors and not employees of the City. Except as otherwise specified in this Agreement, the City shall not have any obligation or liability for the payment of any salary or other compensation to Firm personnel providing, or assisting the Firm to provide, the Legal Services.

6. Public Information. The Firm understands and agrees that this Agreement may be subject to the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, et seq.

7. Confidentiality. The Firm agrees (1) to hold confidential information in strict confidence; (2) not to disclose confidential information to any third party except upon the City's prior consent; and (3) to use reasonable precautions and processes to prevent unauthorized access, use, or disclosure of the City's confidential information. As used in this Agreement, confidential information means all information material that constitutes a private, controlled, or protected record or document, or is exempt from disclosure as referenced in Utah Code Ann. § 63G-2-101, et seq. or is otherwise protected from disclosure by law. The Firm also agrees to obligate its employees to the same obligations imposed on the Firm as provided in this section.

8. Equipment and Facilities. For purposes of performing the Legal Services, the Firm shall furnish and supply at its sole cost all necessary labor and supervision necessary to perform the Legal Services.

9. Termination. Notwithstanding anything to the contrary, either party may terminate this Agreement without cause upon 120 days' prior written notice to the other party, or the City may terminate this Agreement for significant violation of the Rules of Professional Conduct upon notice to the Firm by the City.

10. Breach. If either party to this Agreement is in default or breach hereunder, the defaulting party shall pay to the non-defaulting party all reasonable attorney fees and costs involved in any action brought to enforce this Agreement or recover damages hereunder.

11. Modification. Any modification to this Agreement shall be in writing and signed by each party to this Agreement.

12. Agent Relationship. The City authorizes the Firm to act as its special agent to provide Legal Services within the Scope of Services. The special agency relationship shall remain in full force and effect during the term of this Agreement or any extensions or renewals of this Agreement. Provided, however, the authorization granted herein is limited to Legal Services within the Scope of Services.

13. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts hereof.

14. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

15. Force Majeure. Neither party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control.

16. Applicable Law. The provisions hereof shall be governed by and construed in accordance with the laws of the state of Utah.

17. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

18. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

19. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant,

agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

20. Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

21. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

22. Conflicts of Interest. The Firm represents and certifies that it has not offered or given any gift or compensation prohibited by law to any officer or employee of the City to secure favorable treatment with respect to being awarded this Agreement. The Firm hereby agrees that it shall not provide criminal defense services.

IN WITNESS WHEREOF, the City caused this Agreement to be signed by its mayor and attested by its recorder and delivered, and the Firm has caused the same to be signed and delivered.

HOLLADAY CITY

Rob Dahle, Mayor

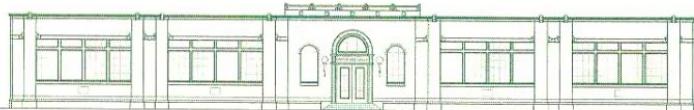
ATTEST:

Approval of City Attorney:

Stephanie Carlson, City Recorder

HANSEN LAW, P.C.

JAMES "TUCKER" HANSEN, President



**City of Holladay
CITY COUNCIL**

CITY OF HOLLADAY COUNCIL STAFF REPORT

MEETING DATE: August 7, 2025

SUBJECT: Indigent Defense Contract

SUBMITTED BY: Gina Chamness, City Manager

SUMMARY:

Attached is a proposed update to the agreement between the City of Holladay and Stowell & Crayk to provide pre-trial, trial and appellate indigent misdemeanant defense services. This update to a 2010 agreement updates the rates for each case and reviews hearing and strikes language regarding the length of term of the contract.

RECOMMENDATION:

Staff recommends that the City Council review and approve this agreement, approving the first rate increase in 15 years for these indigent defense services.

ATTACHMENTS:

Proposed agreement between Stowell & Crayk and the City of Holladay.

FISCAL IMPACT:

Staff anticipates that the increase proposed in this agreement will result in a cost increase of approximately \$50,000 for indigent defense services. This increase was included in the FY2025-26 budget approved by the Council in June.



CITY OF HOLLADAY

RESOLUTION NO. 2025-

**A RESOLUTION APPROVING AN AGREEMENT WITH STOWELL CRAYK, PLLC
FOR INDIGENT MISDEMEANANT DEFENSE SERVICES**

WHEREAS, the City of Holladay operates a Justice Court and desires to obtain professional services for indigent misdemeanor defense; and

WHEREAS, the law firm of Stowell Crayk, PLLC. has provided said indigent misdemeanor services to the City for many years; and

WHEREAS, the City Council desires for Stowell Crayk, PLLC to continue to provide indigent misdemeanor services to the City; and

WHEREAS, the parties now desire to enter into an Agreement for the Provision of Indigent Misdemeanant Defense Services for the benefit of the citizens of Holladay; and

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 Agreement for the Provision of Indigent Misdemeanant Defense Services, 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 August, 2025.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay ____
Matt Durham	Yea	Nay ____

AGREEMENT FOR THE PROVISION OF INDIGENT MISDEMEANANT DEFENSE SERVICES

THIS AGREEMENT FOR THE PROVISION OF INDIGENT MISDEMEANANT DEFENSE SERVICES (this “*Agreement*”) is made as of August 7, 2025, between the CITY OF HOLLADAY, a Utah municipal corporation (“*Holladay*” or the “*City*”), and Stowell Crayk, PLLC a Utah professional limited liability company (“*Stowell Crayk*”).

PRELIMINARY STATEMENTS

WHEREAS, the City desires to retain a provider of indigent misdemeanor defense services;

WHEREAS, Stowell Crayk has experience in indigent legal defense and is a provider of similar services in other municipalities in the State of Utah; and

WHEREAS, the City and Stowell Crayk have agreed to enter into this Agreement in order to set forth the terms and conditions under which Stowell Crayk will hereafter provide indigent misdemeanor services to Holladay;

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

AGREEMENT

Section 1. Engagement. The City hereby engages Stowell Crayk, and Stowell Crayk hereby accepts such engagement, to perform the Services (as hereinafter defined).

Section 2. Scope of Services. Stowell Crayk agrees to provide pre-trial, trial and appellate indigent misdemeanor defense services (“*Legal Services*”) upon selection by the City Manager of the City of Holladay. Stowell Crayk may be required to appear simultaneously before the City of Holladay Municipal Justice Court and one or more judges presiding in the Third District Court. Stowell Crayk shall provide Legal Services with respect to each and every indigent person for whom it is appointed as legal counsel except in cases where a conflict of interest exists between Stowell Crayk and the defendant.

Section 3. Standards. Stowell Crayk shall perform its duties under this Agreement in accordance with all applicable professional standards and practices. Additionally, Stowell Crayk shall use its best efforts to provide the Holladay City Prosecutor(s) with a Notice of Appearance and a Request for Discovery for each case in which they are appointed within seven (7) days of appointment.

Section 4. Records. Stowell Crayk shall maintain thorough records of all appointments received and shall provide the City access to records verifying said appointments; *provided, however*, that no such inspection shall be conducted in a manner that violates attorney- client

privileges or confidentialities.

Section 5. Fees. As full compensation for the Legal Services rendered by Stowell Crayk pursuant to this Agreement, the City shall pay Stowell Crayk as follows: (a) \$200 for each case assigned to Stowell Crayk by the Court at the appointment of such case; (b) \$200 for each trial *de novo* in Third District Court with respect to each case assigned to Stowell Crayk by the Third District Court at the appointment of such case; (c) \$40 for each review hearing or order to show cause scheduled after sentencing; and (d) in the event that an appointed client fails to appear, Stowell Crayk agree to not charge an additional \$200 for a subsequent hearing set for the same client. However, if the client fails to appear for a second time and a third hearing date is set, Stowell Crayk is entitled to bill at the scheduling of the third hearing. Regarding any trials which are conducted, the City shall pay Stowell Crayk the hourly trial rate of \$85 per hour, with a two-hour cap (\$170) for bench trials and a four-hour cap (\$340) for jury trials. The City shall review each request and grant or deny the request as the City reasonably determines. The City shall pay for costs to serve subpoenas or other pleadings, as well as the costs associated with investigation and expert witnesses, provided that Stowell Crayk obtains advance written consent from an Authorized Representative of the City. All other costs and expenses shall be paid by Stowell Crayk and shall not be reimbursed by the City. Within thirty (30) days of the end of each month, Stowell Crayk shall provide the City with a detailed invoice that is acceptable to the City that sets out each new case assigned to Stowell Crayk, each required Court appearance and a detailed description of all Legal Services rendered during the previous month.

Section 6. Termination. This Agreement shall be terminated upon the happening of any of the following events:

- (a) *For Cause.* For cause upon ten (10) days' prior written notice by the terminating party where the other party has materially breached any provision of this Agreement or violated any statutory or common law duty or obligation to the terminating party, including, without limitation, Stowell Crayk's failure to perform any of Stowell Crayk's obligations hereunder to the City's reasonable satisfaction at any time;
- (b) *Without Cause.* Without cause at any time upon at least ninety (90) days' prior written notice by a party to the other;
- (c) *Mutual Consent.* Whenever the City and Stowell Crayk mutually agree in writing to terminate this Agreement;
- (d) *Conduct.* If Stowell Crayk engages in any fraudulent or dishonest conduct of any type whatsoever, or if the City reasonably determines (in view of prevailing community standards in Holladay, Utah) that Stowell Crayk has engaged in personal conduct which would injure the reputation of the City or otherwise adversely affect the City's interests if Stowell Crayk was retained as an independent contractor of the City; or
- (e) *Non-Funding.* If funds are not appropriated for the City's performance under this Agreement as described in Section 8 below, then this Agreement shall terminate and become null and void on the first day of the fiscal year for which funds were not

budgeted and appropriated, or, in the event of a reduction in appropriations, on the last day before the reduction becomes effective.

Upon any such termination, Stowell Crayk shall receive only their compensation accrued but unpaid as of the effective date of termination.

Section 7. Allocation of Funds. The Holladay City Council's election to allocate funding for the provision of Legal Services remains at the discretion of the Council. Should the City, for any reason, reduce or eliminate the funding for such services, the City reserves the right to renegotiate the amount of compensation due to Stowell Crayk for the Legal Services provided under this Agreement, or to immediately terminate this Agreement.

Section 8. Indemnification. Stowell Crayk agrees to indemnify the City against any claims arising out of Stowell Crayk's negligent acts or omissions while providing Legal Services under this Agreement.

Section 9. General Provisions.

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

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

(c) *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

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

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

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

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

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

(i) *Interpretation.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah.

(j) *Attorneys' Fees.* In the event any action or proceeding is brought by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(k) *Notice.* Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties at their respective addresses set forth above or to such other address(es) as a party may specify to the other in writing at any time during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CITY:

ATTEST:

CITY OF HOLLADAY

Stephanie N. Carlson, MMC
City Recorder

By: _____
Robert Dahle, Mayor

Approved as to form:

City Attorney

STOWELL CRAYK:

STOWELL CRAYK, PLLC

By: _____

CITY OF HOLLADAY

RESOLUTION No. 2025-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING
MEMORANDUM OF UNDERSTANDING FOR THE ROYAL HOLLADAY HILLS
PROJECT RELATING TO TAX INCREMENT FUNDING**

WHEREAS, the Redevelopment Agency of the City of Holladay and Royal Holladay Hills previously entered into a tax increment financing agreement titled “Agreement for the Development of Land (“ADL”), relating to the application of certain tax increment and sales tax funding for the Royal Holladay Hills Development in the City of Holladay; and

WHEREAS, pursuant to the ADL, Holladay Hills is obligated to build certain infrastructure and public improvements, and has requested the City front the cost subject to reimbursement from tax increment funding; and

WHEREAS, the City of Holladay, the Redevelopment Agency of the City of Holladay and Royal Holladay Hills desire to enter into a Memorandum of Understanding on Application of Tax Increment Funding; and

WHEREAS, the City Council finds that it is in the interest of the City and will promote the public welfare to approve the Memorandum of Understanding attached hereto in Exhibit A, and incorporated herein by reference;

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

Section 1. Approval. The Memorandum of Understanding on Application of Tax Increment Funding attached hereto as Exhibit A and incorporated herein by reference, is hereby approved by the City. The Mayor of the City is hereby authorized to execute the Memorandum of Understanding for and in behalf of the City.

Section 3. 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 4. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED this _____ day of August, 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 August, 2025.

RECORDED this ____ day of August, 2025.

MEMORANDUM OF UNDERSTANDING ON APPLICATION OF TAX INCREMENT FUNDING

THIS MEMORANDUM OF UNDERSTANDING is made effective this _____ day of _____, 2025 (the “Effective Date”) by and between the **REDEVELOPMENT AGENCY OF THE CITY OF HOLLADAY**, a Utah governmental entity, (“RDA”), the **CITY OF HOLLADAY**, a Utah municipal corporation, (the “City”), and **ROYAL HOLLADAY HILLS**, a Utah _____ (“Holladay Hills”). RDA and Holladay Hills are sometimes collectively referred to herein as the “parties,” and each individually as a “party.”

RECITALS

WHEREAS, the RDA and Holladay Hills previously entered into a tax increment financing agreement titled “Agreement for the Development of Land (“ADL”), relating to the application of certain tax increment and sales tax funding for the Royal Holladay Hills Development in the City of Holladay;

WHEREAS, pursuant to the ADL, Holladay Hills is obligated to build certain infrastructure adjacent to the project site which is necessary to support the impact of the project, including, specifically, the improvement of a signal light located at the intersection of Highland Drive and Arbor Lane; and

WHEREAS, Holladay Hills has requested that the City accelerate improvement of the signal light and front the cost of the improvement subject to reimbursement from tax increment funds which are to be received by Holladay Hills; and

WHEREAS, the City has determined, in an effort to assist the project for the benefit of the residents of the City, that it is willing to front the funding for the improvement of the signal light subject to priority reimbursement from tax increment funds generated by the project;

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated as part of this Agreement.

2. Funding of Signal Light. The parties acknowledge that the City has fronted the funding for the improvements of the signal light at the intersection of Highland Drive and Arbor Lane. The parties further acknowledge that the City and the RDA have agreed and committed to advance the funds and to complete the improvement of the signal light in consideration of a commitment from Holladay Hills to sign an agreement permitting the RDA to use tax increment funds received to reimburse the City for costs advanced for the improvement of the signal light. The parties agree that reimbursement to the City from tax increment funds shall occur prior to distribution of tax increment funds to Holladay Hills for tax increment funding received from the RDA for the calendar year 2025. In the event tax increment funding received by the RDA is

inadequate in the 2025 calendar year, the RDA shall be entitled to pay to the City tax increment funds necessary until the City has been fully reimbursed.

3. **Other Terms Not Affected.** All other terms and conditions of the ADL shall remain unaffected by this Amendment. At such time as the City has been fully reimbursed for the cost of the improvements of the signal light, distribution of tax increment funding from the RDA to Developer shall be made in accordance with the terms of the ADL.

4. **Entire Agreement.** This written Agreement, including exhibits, constitutes the entire agreement between the parties and may be amended only by written agreement, properly executed by all of the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

CITY OF HOLLADAY, a Utah municipal corporation

REDEVELOPMENT AGENCY OF THE CITY OF HOLLADAY, a governmental entity

ROYAL HOLLADAY HILLS

By: _____
Its: _____

**NOTICE OF BOARD OF DIRECTORS MEETING OF THE
CITY OF HOLLADAY REDEVELOPMENT AGENCY
THURSDAY, JUNE 5, 2025**

PUBLIC NOTICE IS HEREBY GIVEN that the Holladay Redevelopment Agency will hold a meeting **Thursday, August 7, 2025 as close to 6:30 pm as possible**. It is possible that a member of the Board will be participating by electronic means. The Council Chambers shall serve as the anchor location. **NOTE: State Law requires that the City Council members constitute the Board of the Redevelopment Agency.**

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

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

1. **In-person attendance:** at Holladay City Hall – space is limited to pre-arranged socially distanced seating.
2. **Email** your comments by 5:00 pm on the date of the meeting to scarlson@cityofholladay.com

AGENDA

- I. ***Call to Order –Chairman Brewer***
- II. ***Consideration of Resolution RDA 2025-03 Approving a Memo of Understanding for the Royal Holladay Hills Project Relating to Tax Increment Funding***
- III. ***Other Business***
- IV. ***Adjourn RDA Meeting***

CERTIFICATE OF POSTING

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

DATE POSTED:

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

Reasonable accommodations for individuals with disabilities or those in need of language interpretation service 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



HOLLADAY CITY

GENERAL FUND FINANCIAL SUSTAINABILITY PLAN
PRELIMINARY SCENARIO ANALYSIS

AUGUST 7, 2025

1

AGENDA

□ REVIEW OF THE FOLLOWING:

- MODEL ASSUMPTIONS
- FUNDING NEEDS
- SCENARIO ANALYSIS
- NEXT STEPS

2

2

MODEL ASSUMPTIONS

□ REVENUE AND EXPENDITURE GROWTH

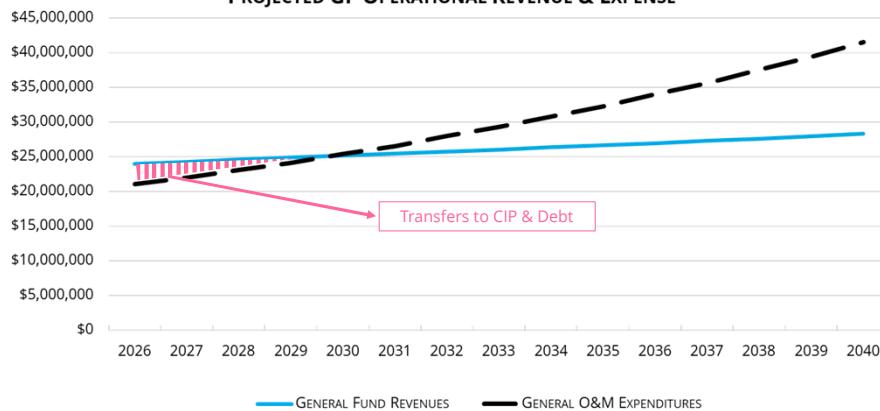
Annual Assumptions	2027	2028	2029	2030	2031
New Property Tax Revenues (Revenue Increase)	0.00%	0.00%	0.00%	0.00%	0.00%
Personal Property Taxes	0.00%	0.00%	0.00%	0.00%	0.00%
Property Tax -Delinquent	0.00%	0.00%	0.00%	0.00%	0.00%
General Sales and Use Tax	2.50%	2.50%	2.50%	2.50%	2.50%
Franchise Tax	0.00%	0.00%	0.00%	0.00%	0.00%
TRT& Motor Vehicle	0.00%	0.00%	0.00%	0.00%	0.00%
Licenses & Permits	0.00%	0.00%	0.00%	0.00%	0.00%
Intergovernmental	0.00%	-3.27%	0.00%	0.00%	0.00%
Other Fees	0.00%	0.00%	0.00%	0.00%	0.00%
Other Revenue	0.00%	0.00%	0.00%	0.00%	0.00%
Court Fines	0.00%	0.00%	0.00%	0.00%	0.00%
Contributions (Excludes Fund Balance Contributions)	0.00%	0.00%	0.00%	0.00%	0.00%
General Expenditure Average Annual Growth Rate	3.0%	3.0%	3.0%	3.0%	3.0%
Public Works Expense	4.5%	4.5%	4.5%	4.5%	4.5%
Public Safety (UPD Contract) Growth Rate	7.0%	7.0%	7.0%	7.0%	7.0%

Model adjustment to remove
SLCo Health Department
Grant (\$70K).

3

MODEL ASSUMPTIONS

PROJECTED GF OPERATIONAL REVENUE & EXPENSE



4

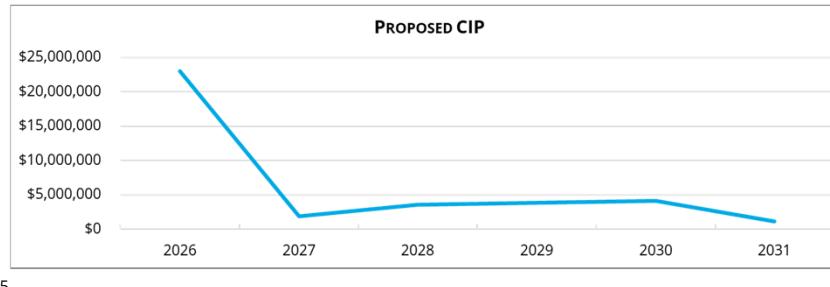
MODEL ASSUMPTIONS

□ NEW CIP

- NOTABLE PROJECTS INCLUDE CITY HALL & SPRING LANE (SEE SCENARIO ANALYSIS).

	2026*	2027	2028	2029	2030	2031
New CIP	\$23,027,587	\$1,898,721	\$3,609,385	\$3,903,221	\$4,177,889	\$1,161,593

* FY2026 BUDGETED + CITY HALL & SPRING LANE COSTS



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MODEL ASSUMPTIONS

- FY25 GF FUND BALANCE @ \$6.7M
- FY25 CIP FUND BALANCE @ \$17.6M
- GF/CIP FUNDS CONTINUE TRANSFERS OUT TO DEBT SERVICE FUND
- 5-YEAR PLANNING HORIZON FOR RATE/TRANSFER SETTING, MODEL BUILT TO FORECAST BEYOND THIS PERIOD
- PERFORMANCE TARGETS:
 - GENERAL FUND:
 - 25% OF GF REVENUES AS UNRESTRICTED FUND BALANCE
 - CIP FUND:
 - \$4M OF UNRESTRICTED FUND BALANCE

6

6

FUNDING NEEDS

FINANCING CITY HALL SEISMIC RETROFIT & RENOVATION + SPRING LANE PARK

- COMBINED COST = \$19.9M
- ALTERNATIVE FUNDING SOURCES INCLUDE COMMUNITY PROJECT FUND, GRANITE SCHOOL DISTRICT CONTRIBUTION, UNRESTRICTED FUND BALANCE FROM PRIOR COST OFFSETS, AND OTHER GRANTS

7

7

SCENARIO ANALYSIS

2 BONDING OPTIONS CONSIDERED:

- OPTION A
 - BOND: \$6.6M IN 2026
 - GOAL: USE UP FUND BALANCE TO REDUCE BONDING AMOUNT
- OPTION B
 - BOND: \$10.1M IN 2026
 - GOAL: PRESERVATION OF FUND BALANCE

BONDING ASSUMPTIONS

- 20 YEAR TERM
- 4.0% INTEREST RATE
- 2.0% COI

8

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SCENARIO ANALYSIS

□ BASELINE SCENARIOS:

■ OPTION A BASELINE SCENARIO

- BOND PROCEEDS OF **\$6.6M**
- No Action (PROPERTY TAX INCREASE, GF TRANSFERS OUT)

■ OPTION B BASELINE SCENARIO

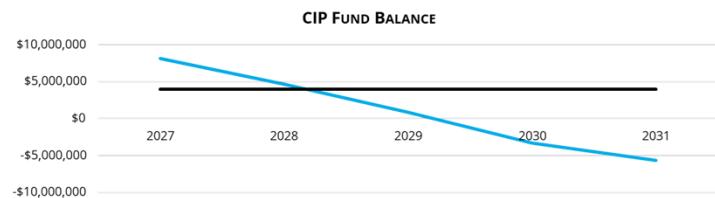
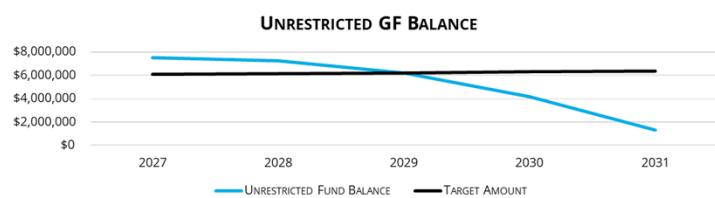
- BOND PROCEEDS OF **\$10.1M**
- No Action (PROPERTY TAX INCREASE, GF TRANSFERS OUT)

9

9

SCENARIO ANALYSIS

□ OPTION A BASELINE SCENARIO

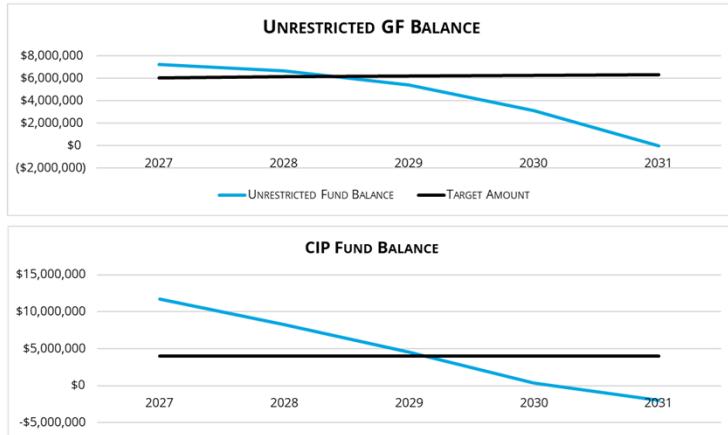


10

10

SCENARIO ANALYSIS

□ OPTION B BASELINE SCENARIO



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SCENARIO ANALYSIS

□ **SOLUTION SCENARIOS:**

■ OPTION A BASELINE SCENARIO

- BOND PROCEEDS OF **\$6.6M**
- PROPERTY TAX INCREASE
- ANNUAL TRANSFERS FROM GF TO CIP

■ OPTION B BASELINE SCENARIO

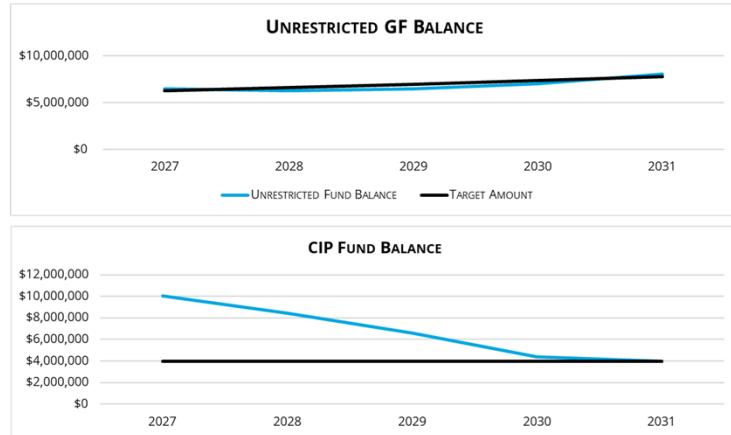
- BOND PROCEEDS OF **\$10.1M**
- PROPERTY TAX INCREASE
- ANNUAL TRANSFERS FROM GF TO CIP

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SCENARIO ANALYSIS

□ OPTION A SOLUTION SCENARIO



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SCENARIO ANALYSIS

□ OPTION A SOLUTION SCENARIO

Tax Increase	2027	2028	2029	2030	2031
Baseline	0.00%	0.00%	0.00%	0.00%	0.00%
Scenario A - Low Debt	10.50%	10.50%	10.50%	10.50%	10.50%

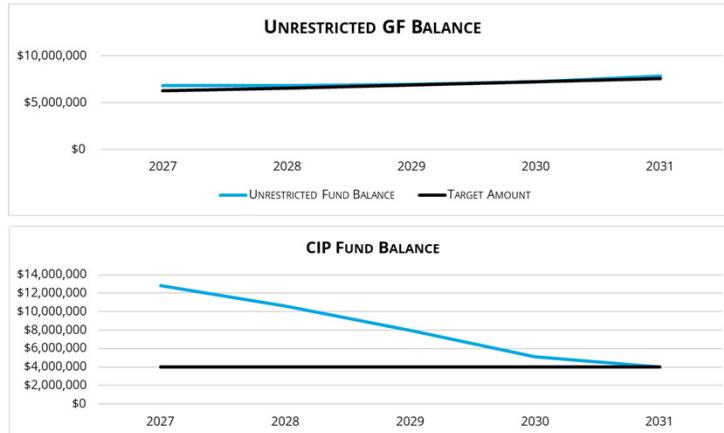
GF Transfer to CIP	2027	2028	2029	2030	2031
Baseline	\$0	\$0	\$0	\$0	\$0
Scenario A - Low Debt	(\$1,882,332)	(\$1,882,332)	(\$1,882,332)	(\$1,882,332)	(\$1,882,332)

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14

SCENARIO ANALYSIS

☐ OPTION B SOLUTION SCENARIO



15

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SCENARIO ANALYSIS

☐ OPTION B SOLUTION SCENARIO

Tax Increase	2027	2028	2029	2030	2031
Baseline	0.00%	0.00%	0.00%	0.00%	0.00%
Scenario A - Low Debt	10.50%	10.50%	10.50%	10.50%	10.50%
Scenario B - High Debt	9.00%	9.00%	9.00%	9.00%	9.00%

GF Transfer to CIP					
Baseline	\$0	\$0	\$0	\$0	\$0
Scenario A - Low Debt	(\$1,882,332)	(\$1,882,332)	(\$1,882,332)	(\$1,882,332)	(\$1,882,332)
Scenario B - High Debt	(\$1,150,519)	(\$1,150,519)	(\$1,150,519)	(\$1,150,519)	(\$1,150,519)

16

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ADDITIONAL CONSIDERATIONS

- **UPCOMING PROJECTS ON THE HORIZON:**
 - HIGHLAND DRIVE RECONSTRUCTION
 - PUBLIC WORKS FACILITY
- **DEBT STRUCTURE COULD INFLUENCE SOLUTIONS**
- **CHANGES TO FEDERAL FUNDING**

17

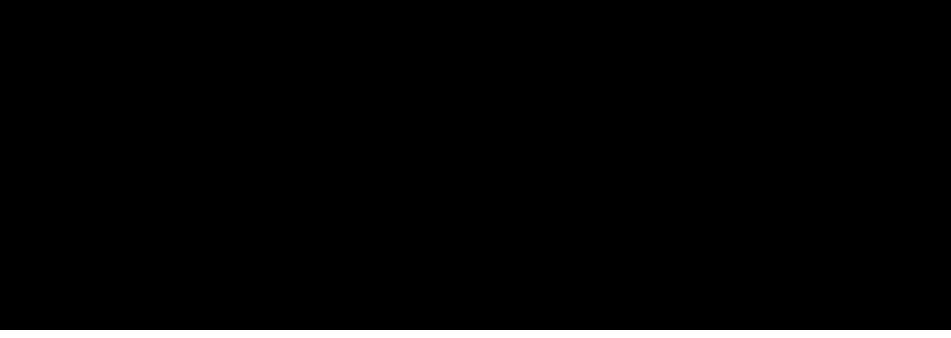
17

NEXT STEPS

- **REVIEW AND REVISE ASSUMPTIONS AS NEEDED**
- **MODIFY SCENARIOS IF NEEDED**
- **ADOPT, MODIFY, OR REJECT PROPOSED CHANGES**

18

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QUESTIONS

Fred Philpot | Vice President/COO
LRB Public Finance Advisors
O 801.596.0700 | C 801.243.0293
lrbfinance.com

Lewis Young Robertson & Birmingham is now **LRB Public Finance Advisors**



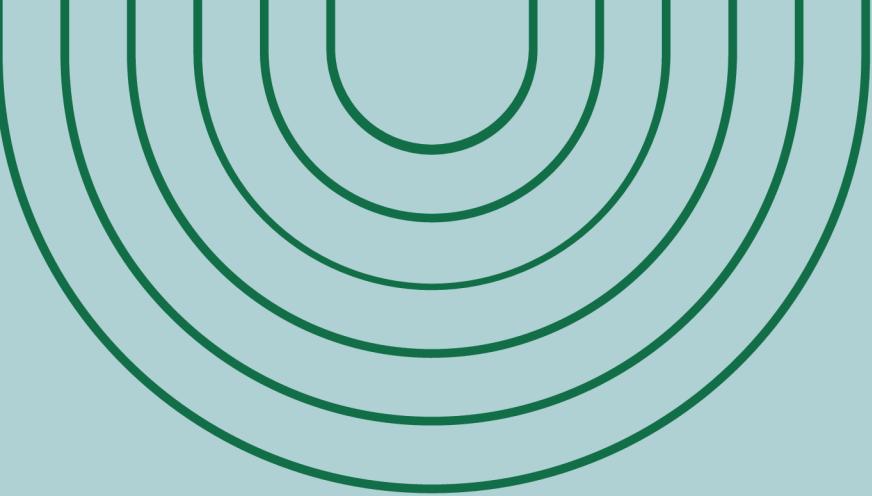


HOLLADAY GRANTS UPDATE



City of Holladay

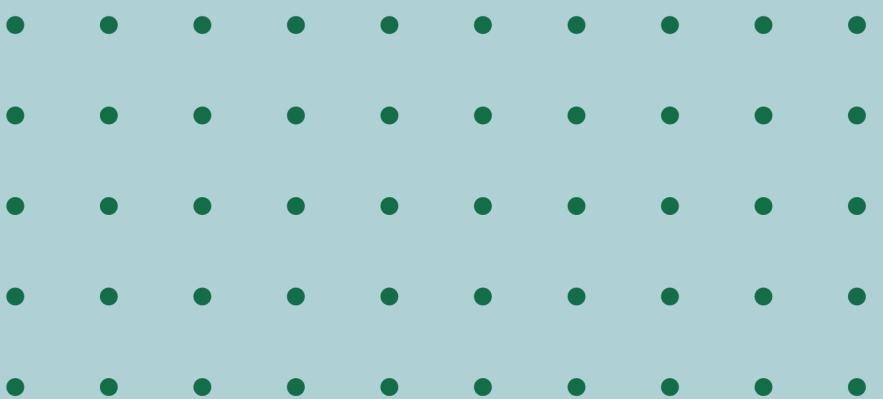
HOLLADAY CITY COUNCIL // AUGUST 7, 2025



WHY DO WE APPLY FOR GRANTS?

GRANTS SUPPORT HOLLADAY

The grants we access are largely funded by tax dollars and other contributions paid by our residents. By securing and reinvesting these funds in Holladay, we uphold our commitment to be responsible stewards of public resources.

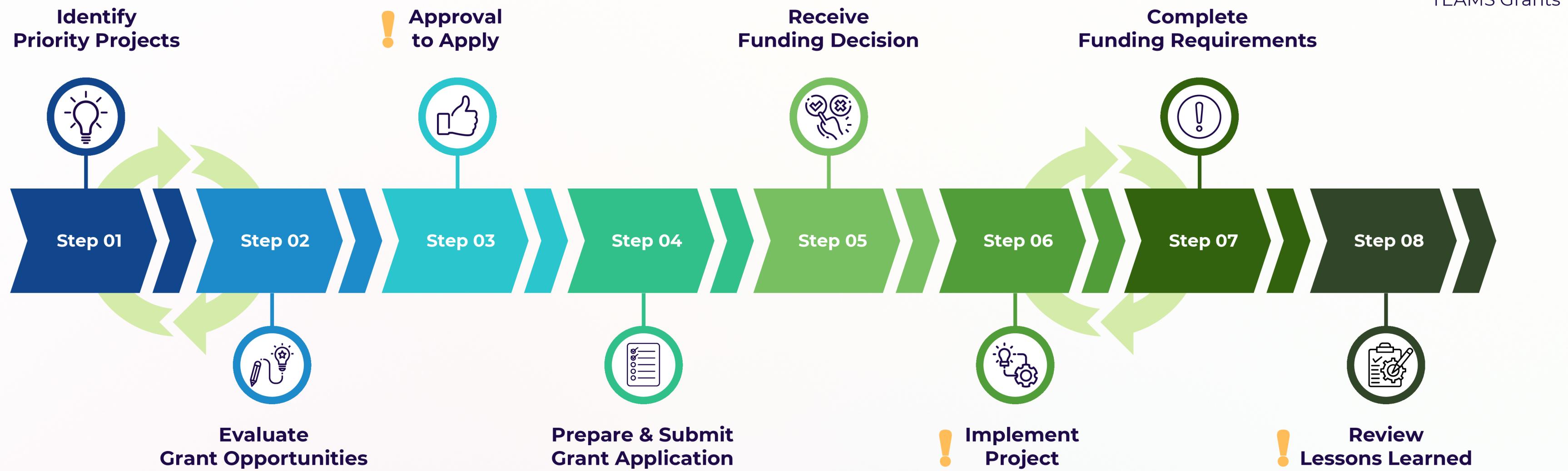


HOLLADAY GRANT PROCESS

TEAM COORDINATION

! #3 Team Mtgs:
#1 Pre- & #2 Post-Award + MAR
AUG NOV 3x Year Touch Points
for Funded Projects

PROJECT STEPS



FUNDED

Active projects with grant funding

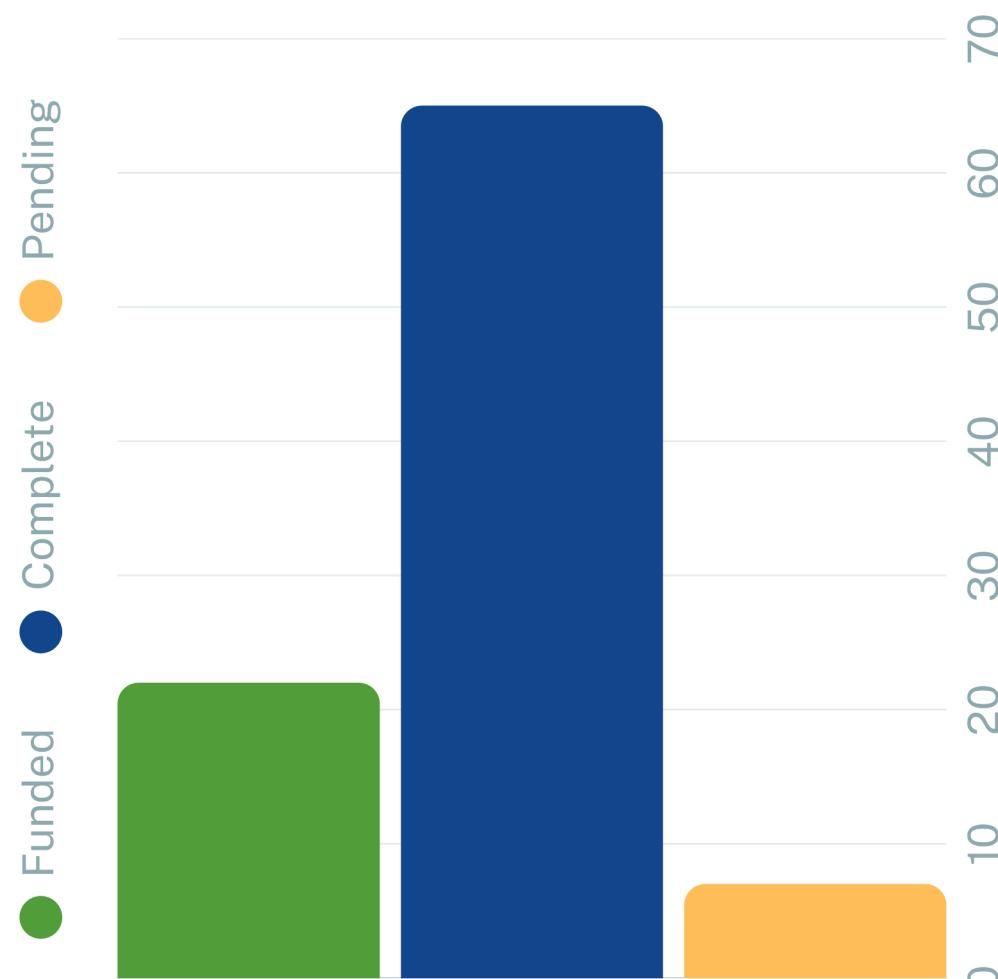
COMPLETE

Projects complete with grant funding

PENDING

Grant applications submitted and awaiting funding decisions

STATISTICS



\$52.2M

Total Funding Secured

80%

Success Rate

10%

Avg Local Match Share

RECENTLY COMPLETED PROJECT HIGHLIGHTS

WASATCH BLVD BIKE LANE



\$600,000/\$600,000
SALT LAKE COUNTY

PH I, 2700 EAST SIDEWALK FILL-IN



\$300,000/\$500,000
UDOT TAP

PH I, 4500 SOUTH SIDEWALK FILL-IN



\$100,000/\$133,000
UDOT SAFE SIDEWALKS

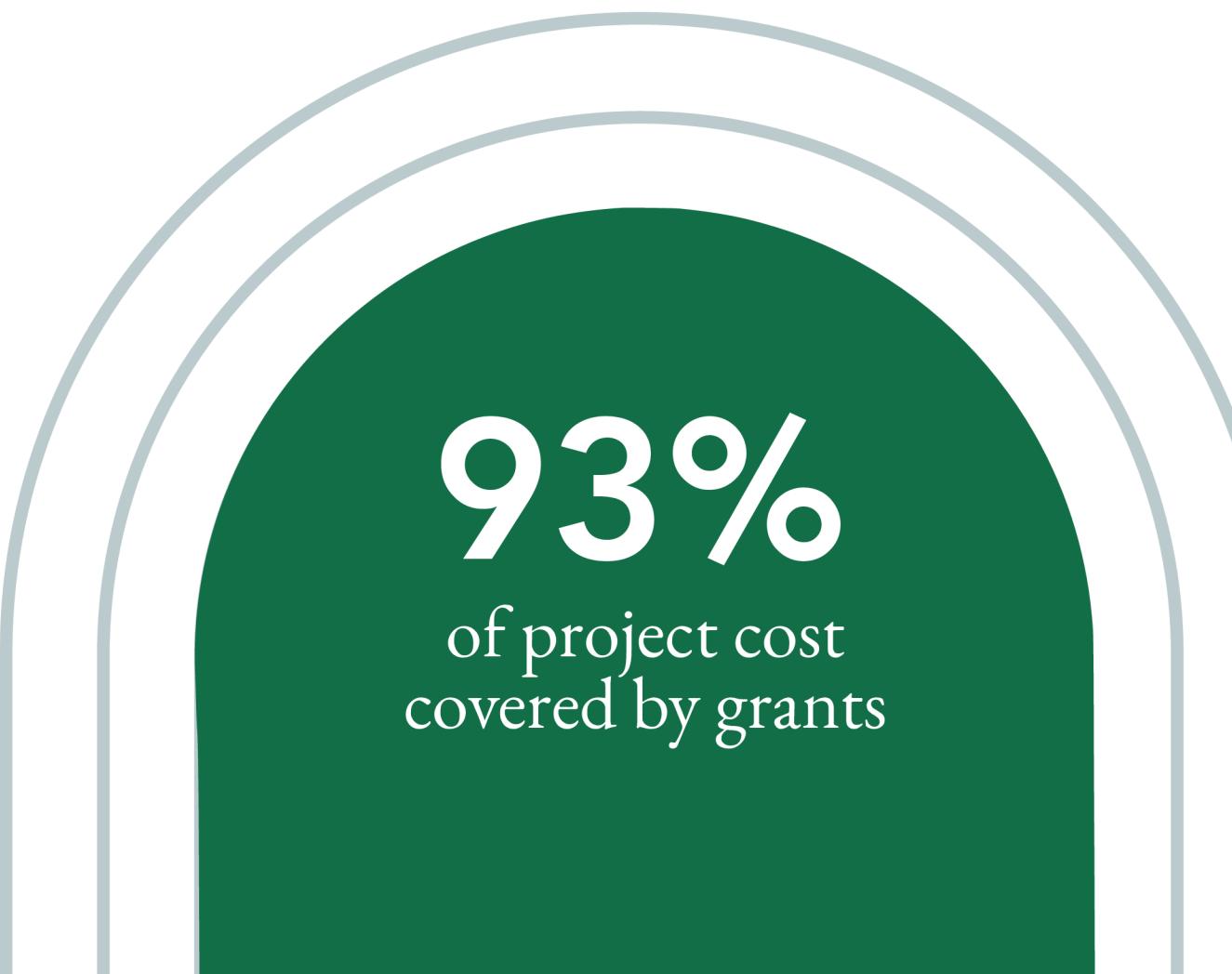
GRANT/TOTAL COST



24

ACTIVE, FUNDED PROJECTS

- Capital improvements
- Facility enhancements
- Planning and studies
- Program development



93%

of project cost
covered by grants

\$17.6 million Grants
+ \$1.3 million City funds
—————
\$18.9 million Total

UPCOMING CAPITAL PROJECTS

PH 2, 2700 EAST
SIDEWALK FILL-IN

**\$1,378,000/
\$1,479,000**

WFRC TAP + UDOT SRTS

CITY HALL ENERGY

**\$143,927/
\$750,000**

DOE EECBG

SIGNAL
OPTIMIZATION

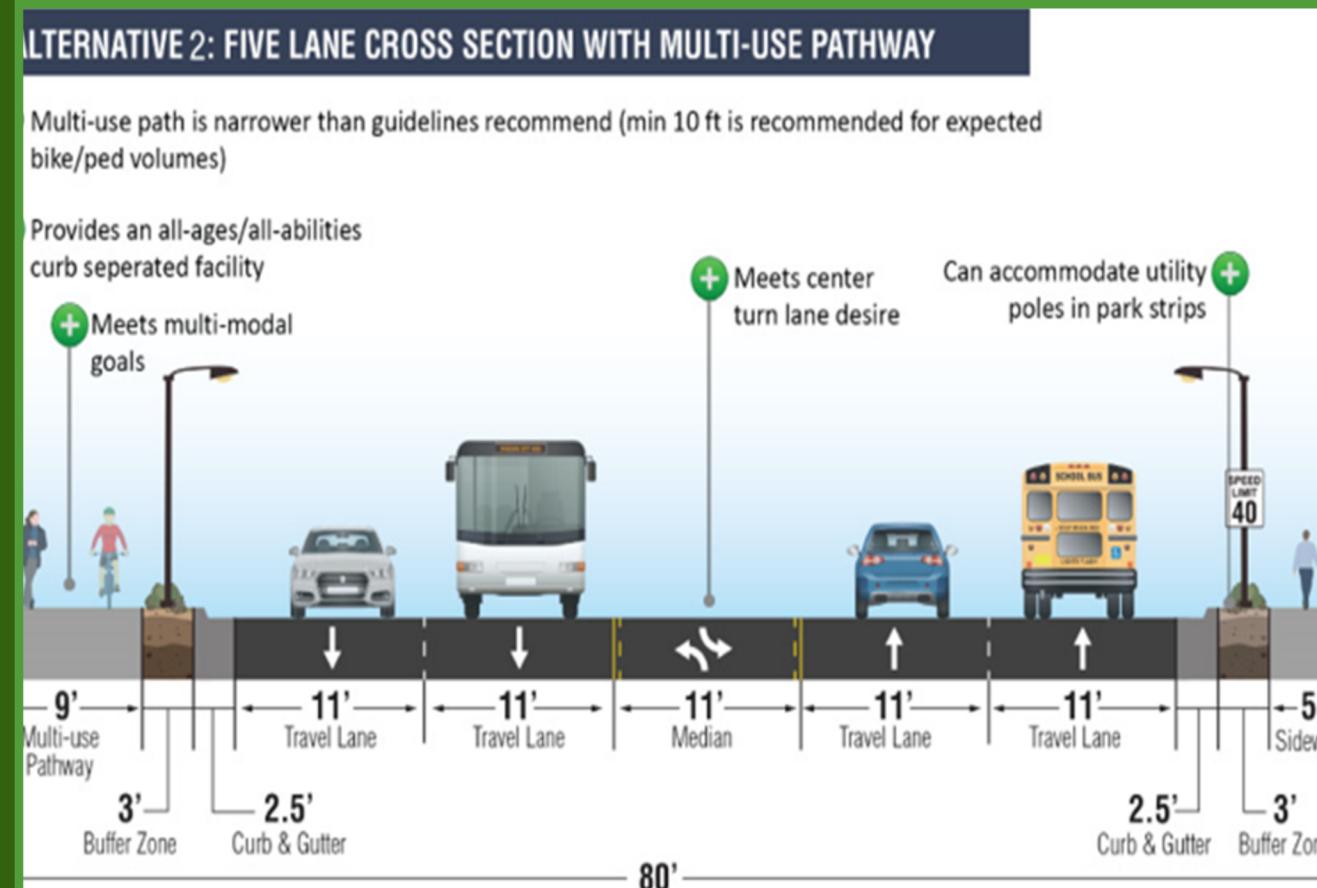
**\$1,074,755/
\$1,152,800**

WFRC CRP

\$12,500
RMP REBATES

GRANT/TOTAL COST

UPCOMING CAPITAL PROJECTS



HIGHLAND DRIVE RECONSTRUCTION

\$3,600,000/
\$3,861,418
FHWA CPF (DESIGN & ROW)

HIGHLAND DRIVE BRIDGE

\$7,100,000/
\$7,580,670
UDOT BRR

\$1,230,000/
\$18,400,000
STATE OF UTAH HB 288

GRANT/TOTAL COST

OTHER PROJECTS UNDERWAY

GENERAL PLAN UPDATE



\$180,000/\$205,000
WFRC TLC + UT DWR

ROOTED TOGETHER



\$680,000/\$850,000
SALT LAKE COUNTY TRCC + FOUNDATION

OUTDOOR CAMERAS



\$7,500/\$10,700
UTAH SHSP

ADDITIONAL PROGRAM SUPPORT

PUBLIC HEALTH



\$189,000/\$209,000
SALT LAKE COUNTY
STATE OF UTAH OPIOID SETTLEMENT

ARTS

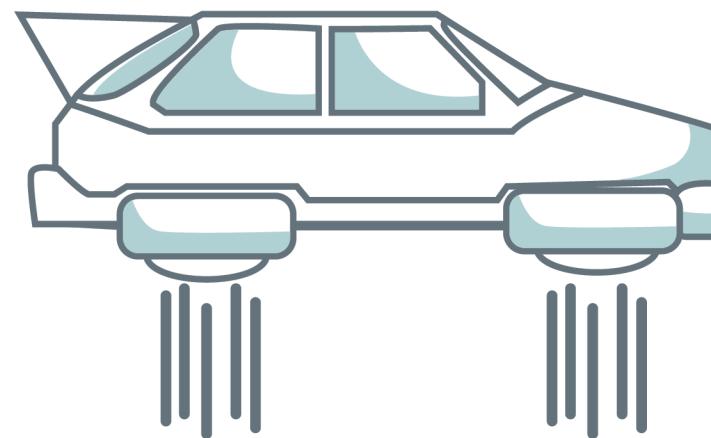


\$40,000/\$80,000
UT ARTS & MUSEUMS +
SALT LAKE COUNTY ZAP

HOUSING



\$220,000/\$220,000
SALT LAKE COUNTY CDBG



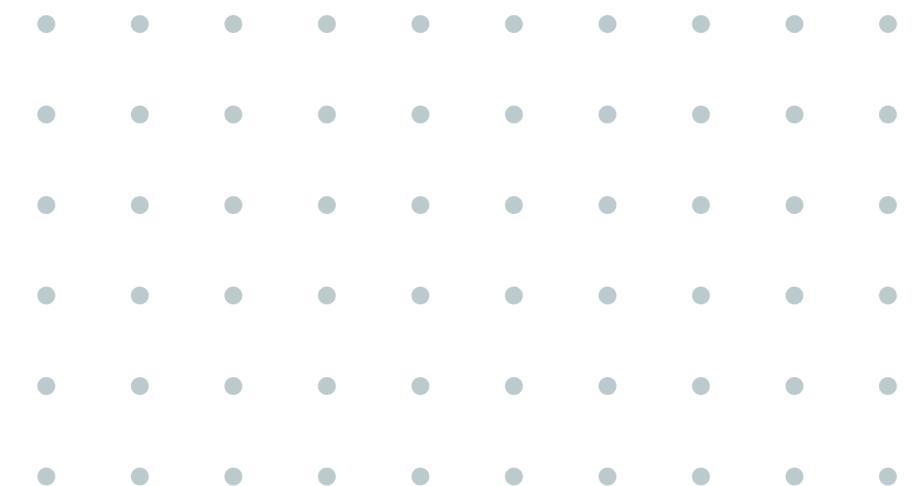
PENDING DECISION

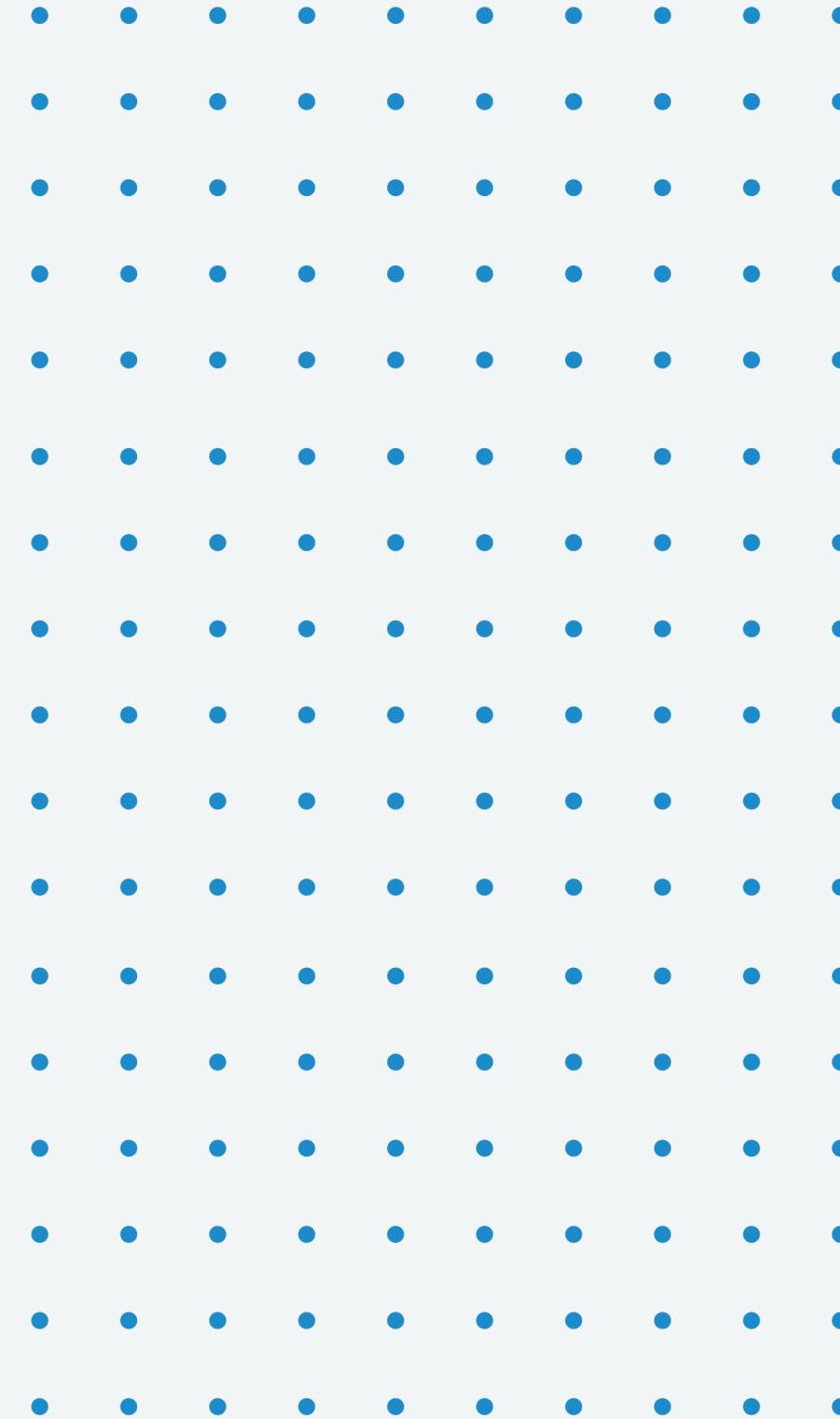
Potentially +\$6.2M

- City Hall Seismic Retrofit
- City Hall Auditorium Renovation
- Highland Drive Reconstruction & Complete Street
- Ph II, 4500 South Sidewalk
- Ph I, 5600 South Sidewalk
- Holladay Arts

FUTURE PROJECTS

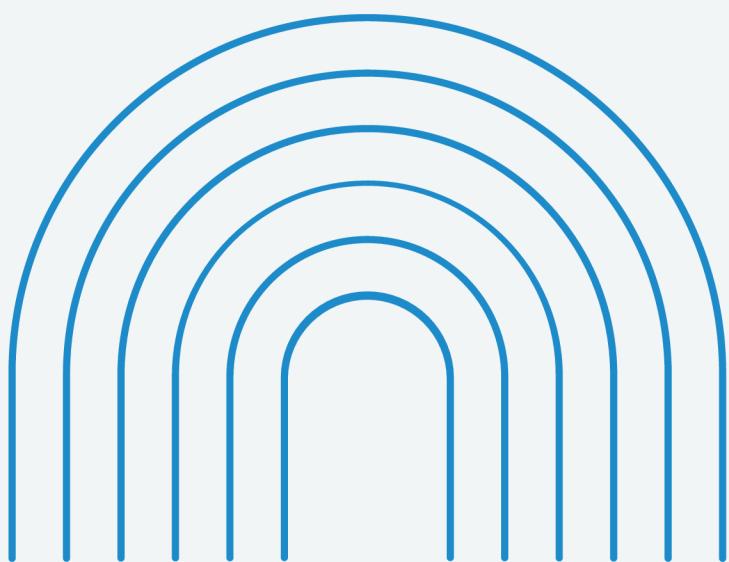
- Highland Drive Reconstruction & Complete Street
- I-215 Active Transportation Path
- 3900 South Shared Use Path
- Sidewalk Fill-in on Priority Corridors

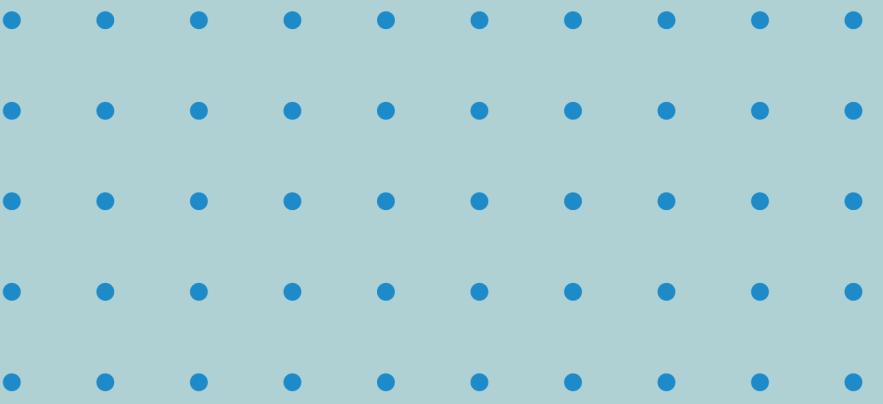




STRATEGY FOR SHIFTING POLICY IN FEDERAL FUNDING

- CENTRALIZE GRANT PROGRAM
- ESTABLISH GRANT MANAGEMENT TEAM
- CONDUCT LOST FUNDING ANALYSIS
- ANALYZE FEDERAL FUNDING EXPOSURE
- MODEL POTENTIAL IMPACTS
- DIVERSIFY PORTFOLIO
- TIGHTEN CASH FLOW FOR REIMBURSABLES
- PREP GRANT PLAYBOOK





QUESTIONs?

