



CITY OF HOLLADAY  
Planning Commission

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Staff Report  
January 19, 2016  
Item #5

*Project Name:* **Hampton Inn at Millrock**  
*Application Type:* **Development Agreement (Site Plan)**  
*Nature of Discussion:* **Consider proposed amendment to Development Agreement**  
*Planner:* **Paul Allred**  
*Applicant:* **Tyler Miles, Dan Van Zeben**  
*Public Notice:* **N/A**

**BACKGROUND & SUMMARY**

Please find the attached DA amendment as proposed by the City Attorney for your consideration and approval to allow the Hampton Inn to be built.

The preliminary site plan for the Hampton was approved in December with a few “housekeeping” items to be completed at the staff level; as well as the final site plan being delegated to the TRC. However, as the PC will recall, during the discussion on the site plan, Steve Petersen, manager of Millrock, correctly raised the issue that the Development Agreement (DA) for the project needs to be amended to allow this building to be approved because it will exceed the DA cap of 490,000 sq. ft. of floor area for the development. So, regardless of the compliance of the Hampton Inn with the ORD zone, our site plan requirements, and with various design, etc., element of the DA, it is still subject to an amendment of the DA for the additional floor area.

It should be noted that this site, Lot 5, was not originally intended to be built upon but rather be a parking lot only. The amended DA will address that by amending the site plan. One thing the staff failed to mention earlier in this process is that some time ago, the Council/RDA entered into an agreement with the Millrock to develop the site as proposed and, after the PC approves the amendment to the DA, the City Council will also need to approve it.

**RECOMMENDATION**

Review and approve the proposed DA as prepared by City Attorney, Todd Godfrey.

**CONTACT PERSON:** Paul Allred

**EXHIBITS:**

Proposed Amended Development Agreement

**THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE  
MILLROCK TECHNOLOGY CENTER IN THE CITY OF HOLLADAY.**

**RECITALS:**

**WHEREAS**, MTC Partners, and Millrock Development, LLC, (collectively, “Developer”), and the City of Holladay have previously entered into that certain Development Agreement for the Millrock Technology Center in the City of Holladay dated May 21, 2003; and

**WHEREAS**, the Parties now desire to provide for an Amendment to the Development Agreement to allow for the construction and operation of a hotel within the Millrock Technology Center Project; and

**WHEREAS**, the City Council of the City of Holladay and the Planning Commission of the City of Holladay have approved the Proposed Amendment and the Parties now desire to formalize and enter into this Amendment to provide for the desired development;

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

1. Amendment to Article 1. Article 1 is hereby amended to allow and provide for the approval, construction and operation of a hotel on the property, specifically on those parcels and as shown on Exhibit A, attached hereto and incorporated herein by reference, with an approximate square footage of approximately 60,000 square feet. The total square foot limitations for buildings within the Project as set forth in Article 1 are hereby amended to allow for the construction of a hotel at approximately 60,000 square feet. The City has approved the parking arrangement for the hotel side allowing utilization of parking structures on the property and as more fully shown on the attached Site Plan, Exhibit A.

2. Amendment to Article 4. Article 4 of the Development Agreement is hereby amended to add the hotel site to the Project Master Site Plan. Other than the addition of the hotel site to the project, there is no further amendment to the Project Master Site Plan.

3. Amendment to Article 5. Developer has or will comply with the provisions of Article 5 regarding site design and development for the hotel project through the City’s approval process. No further amendment to Article 5 of the Development Agreement is anticipated or intended.

4. Other Provisions Not Affected. To the extent that the terms and conditions of this Amendment modify or conflict with any provisions of the Development Agreement, including prior addenda, schedules and exhibits, the terms of this Amendment shall control. All other terms of the Development Agreement, including prior addenda, schedules and exhibits, not modified by this Amendment shall remain the same.

5. Counterparts. This Amendment may be executed in counterparts and signed separately by the Parties hereto, which when taken together shall constitute one original

document. Signatures may be delivered electronically via email or by overnight delivery, and in either case shall bind the Parties to this Amendment.

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment by and through their respective, duly authorized representatives as of the day and year written below.

ATTEST:

**CITY OF HOLLADAY**

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Paul Allred, Community Dev. Director  
Dated: \_\_\_\_\_

**MTC PARTNERS, LTD**

By: \_\_\_\_\_  
Steven Petersen, Registered Agent  
Dated: \_\_\_\_\_

**MILLROCK DEVELOPMENT, LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CITY OF HOLLADAY ACKNOWLEDGMENT**

STATE OF UTAH                    )  
                                          :SS.  
COUNTY OF SALT LAKE    )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me Paul Allred, who being duly sworn, did say that he is the Community Development Director of **CITY OF HOLLADAY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Paul Allred acknowledged to me that the City executed the same.

\_\_\_\_\_  
Notary Public

**MTC PARTNERS, LTD ACKNOWLEDGEMENT**

STATE OF UTAH                    )  
                                          :SS.  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_2016, personally appeared before me, Steven Petersen, who being by me duly sworn, did say that he is the Registered Agent of MTC Partners, a Utah limited partnership, and that the foregoing instrument was signed on behalf of said limited partnership by authority of its Articles of Organization and duly acknowledgment to me that said limited partnership executed the same.

\_\_\_\_\_  
Notary Public

**MILLROCK DEVELOPMENT, LLC ACKNOWLEDGEMENT**

STATE OF UTAH                    )  
                                          )ss.  
COUNTY OF SALT LAKE    )

On this \_\_\_\_ day of \_\_\_\_\_2016, personally appeared before me, \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability executed the same.

\_\_\_\_\_

\_\_\_\_\_

Notary Public



**THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE  
MILLROCK TECHNOLOGY CENTER IN THE CITY OF HOLLADAY.**

**RECITALS:**

**WHEREAS**, MTC Partners, and Millrock Development, LLC, (collectively, “Developer”), and the City of Holladay have previously entered into that certain Development Agreement for the Millrock Technology Center in the City of Holladay dated May 21, 2003; and

**WHEREAS**, the Parties now desire to provide for an Amendment to the Development Agreement to allow for the construction and operation of a hotel within the Millrock Technology Center Project; and

**WHEREAS**, the City Council of the City of Holladay and the Planning Commission of the City of Holladay have approved the Proposed Amendment and the Parties now desire to formalize and enter into this Amendment to provide for the desired development;

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

1. Amendment to Article 1. Article 1 is hereby amended to allow and provide for the approval, construction and operation of a hotel on the property, specifically on those parcels and as shown on Exhibit A, attached hereto and incorporated herein by reference, with an approximate square footage of 60,000. The total square foot limitations for buildings within the Project as set forth in Article 1 are hereby amended to allow for the construction of a hotel at 60,000 square feet. The City has approved the parking arrangement for the hotel side allowing utilization of parking structures on the property and as more fully shown on the attached Site Plan, Exhibit A.

2. Amendment to Article 4. Article 4 of the Development Agreement is hereby amended to add the hotel site to the Project Master Site Plan. Other than the addition of the hotel site to the project, there is no further amendment to the Project Master Site Plan.

3. Amendment to Article 5. Developer has or will comply with the provisions of Article 5 regarding site design and development for the hotel project through the City’s approval process. No further amendment to Article 5 of the Development Agreement is anticipated or intended.

4. Other Provisions Not Affected. To the extent that the terms and conditions of this Amendment modify or conflict with any provisions of the Development Agreement, including prior addenda, schedules and exhibits, the terms of this Amendment shall control. All other terms of the Development Agreement, including prior addenda, schedules and exhibits, not modified by this Amendment shall remain the same.

5. Counterparts. This Amendment may be executed in counterparts and signed separately by the Parties hereto, which when taken together shall constitute one original

document. Signatures may be delivered electronically via email or by overnight delivery, and in either case shall bind the Parties to this Amendment.

**IN WITNESS WHEREOF**, the Parties hereto have executed this First Amendment by and through their respective, duly authorized representatives as of the day and year written below.

ATTEST:

**CITY OF HOLLADAY**

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Paul Allred, Community Dev. Director  
Dated: \_\_\_\_\_

**MTC PARTNERS, LTD**

By: \_\_\_\_\_  
Steven Petersen, Registered Agent  
Dated: \_\_\_\_\_

**MILLROCK DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Dated: \_\_\_\_\_



**CITY OF HOLLADAY**

**RESOLUTION NO. 2016-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE MILLROCK TECHNOLOGY CENTER TO ALLOW FOR THE LOCATION OF A HOTEL WITHIN THE PROJECT.**

**WHEREAS**, the City has previously entered into that certain Development Agreement with MTC Partners for the development of Millrock Technology Center; and

**WHEREAS**, the City Council of the City of Holladay now desires to amend the Development Agreement to allow for the development of a hotel project within the Technology Center; and

**WHEREAS**, the City Council of the City of Holladay finds that an Amendment of the Agreement is in the public interest and will benefit the public health and welfare;

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

1. Approval of Amendment. The City Council of the City of Holladay hereby approves the certain Amendment to the Development Agreement for the Millrock Technology Center, attached hereto as Exhibit A, and incorporated herein by reference. The Mayor of the City of Holladay is hereby authorized to execute the Amendment to the Development Agreement for and on behalf of the City.

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

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

**PASSED AND APPROVED** this 18<sup>th</sup> day of February, 2016.

**HOLLADAY CITY COUNCIL**

By: \_\_\_\_\_  
Robert Dahle, Mayor

[SEAL]

**VOTING:**

|                     |     |     |     |     |
|---------------------|-----|-----|-----|-----|
| Lynn H. Pace        | Yea | ___ | Nay | ___ |
| Mark H. Stewart     | Yea | ___ | Nay | ___ |
| Sabrina R. Petersen | Yea | ___ | Nay | ___ |
| Steven H. Gunn      | Yea | ___ | Nay | ___ |
| Patricia Pignanelli | Yea | ___ | Nay | ___ |
| Robert Dahle        | Yea | ___ | Nay | ___ |

**ATTEST:**

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Stephanie N. Carlson, MMC  
City Recorder

**DEPOSITED** in the office of the City Recorder this 18<sup>th</sup> day of February, 2016.

**RECORDED** this 18<sup>th</sup> day of February, 2016.

**CITY OF HOLLADAY**

**RESOLUTION No. 2016-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY IN SUPPORT OF STUDENTS AGAINST ELECTRONIC VAPING (SAEV) COALITION RESOLUTION IN SUPPORT OF LEGISLATION TO TAX AND REGULATE ELECTRONIC CIGARETTES**

**WHEREAS**, Electronic Nicotine Delivery Systems (ENDS), also known as Electronic Cigarettes (E- Cigarettes), vapes, or vape pens, typically contain nicotine, a highly addictive substance; and,

**WHEREAS**, nicotine has immediate bio-chemical effects on the brain and body, is toxic in concentrated doses, and has been known to affect the youth brain disproportionately; and,

**WHEREAS**, the FDA has found that the inhaled and second-hand vapor created by ENDS contain a number of chemical compounds which are suspected of being harmful to humans; and,

**WHEREAS**, from 2013 to 2015, the percentage of 8th to 12th graders in Utah using ENDS has nearly doubled; with 10.2% of surveyed students (22,000) reporting being regular users of these products; and,

**WHEREAS**, youth are actively targeted to acquire and use ENDS through flavoring and colors in ENDS liquids and advertising with celebrities and music that are appealing to youth; and,

**WHEREAS**, there are currently no federal or state regulations that prevent advertising of ENDS to minors; and,

**WHEREAS**, in Utah ENDS liquids containing nicotine are not taxed as a tobacco product, even though the nicotine contained in ENDS liquids is derived from tobacco; and,

**WHEREAS**, ENDS liquids are inexpensive and affordable for youth; and,

**WHEREAS**, the sale via the Internet of ENDS liquids containing nicotine to non-licensed persons is not prohibited in Utah as is the sale of all other tobacco products; and,

**WHEREAS**, studies indicate that absent statutes prohibiting the sales of ENDS liquids containing nicotine on the Internet, online vendors regularly sell those liquids to teens age 14 to 17; and,

**WHEREAS**, research indicates that in Utah the Internet is a highly popular means through which youth acquire ENDS liquid; and

**WHEREAS**, State Statute will protect youth from the use of and exposure to Electronic Nicotine Delivery Systems (Electronic Cigarettes) if it provides the following stipulations: a)

advertising restrictions that limit the means by which ENDS mechanisms and liquids can be advertised; b) taxation of ENDS liquids containing nicotine at the same level as the tax on other tobacco products, which will increase their price and deter youth from purchasing those liquids; and c) prohibition of the Internet sale of ENDS liquid containing nicotine to unlicensed persons, which will deter the sale of those liquids to youth by Internet vendors;

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

**Section 1.** That the undersigned persons and organizations will support legislation during the CY 2016 legislative session that will include the aforementioned stipulations to protect youth and we urge state legislators to do the same with their vote in favor of such legislation.

**Section 2. Effective Date.** This Resolution shall become effective upon its passage.

**PASSED AND APPROVED** this 18<sup>th</sup> day of February, 2016.

**HOLLADAY CITY COUNCIL**

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Robert M. Dahle, Mayor

[SEAL]

**VOTING:**

|                     |     |            |     |     |
|---------------------|-----|------------|-----|-----|
| Lynn Pace           | Yea | <u> X </u> | Nay | ___ |
| Sabrina Petersen    | Yea | <u> X </u> | Nay | ___ |
| Patricia Pignanelli | Yea | <u> X </u> | Nay | ___ |
| Steven H. Gunn      | Yea | <u> X </u> | Nay | ___ |
| Mark H. Stewart     | Yea | <u> X </u> | Nay | ___ |
| Rob Dahle           | Yea | <u> X </u> | Nay | ___ |

**ATTEST:**

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Stephanie N. Carlson, MMC  
City Recorder

**DEPOSITED** in the office of the City Recorder this 18<sup>th</sup> day of February, 2016.

**RECORDED** this 18<sup>th</sup> day of February, 2016.

