



UNIFIED
POLICE
GREATER SALT LAKE

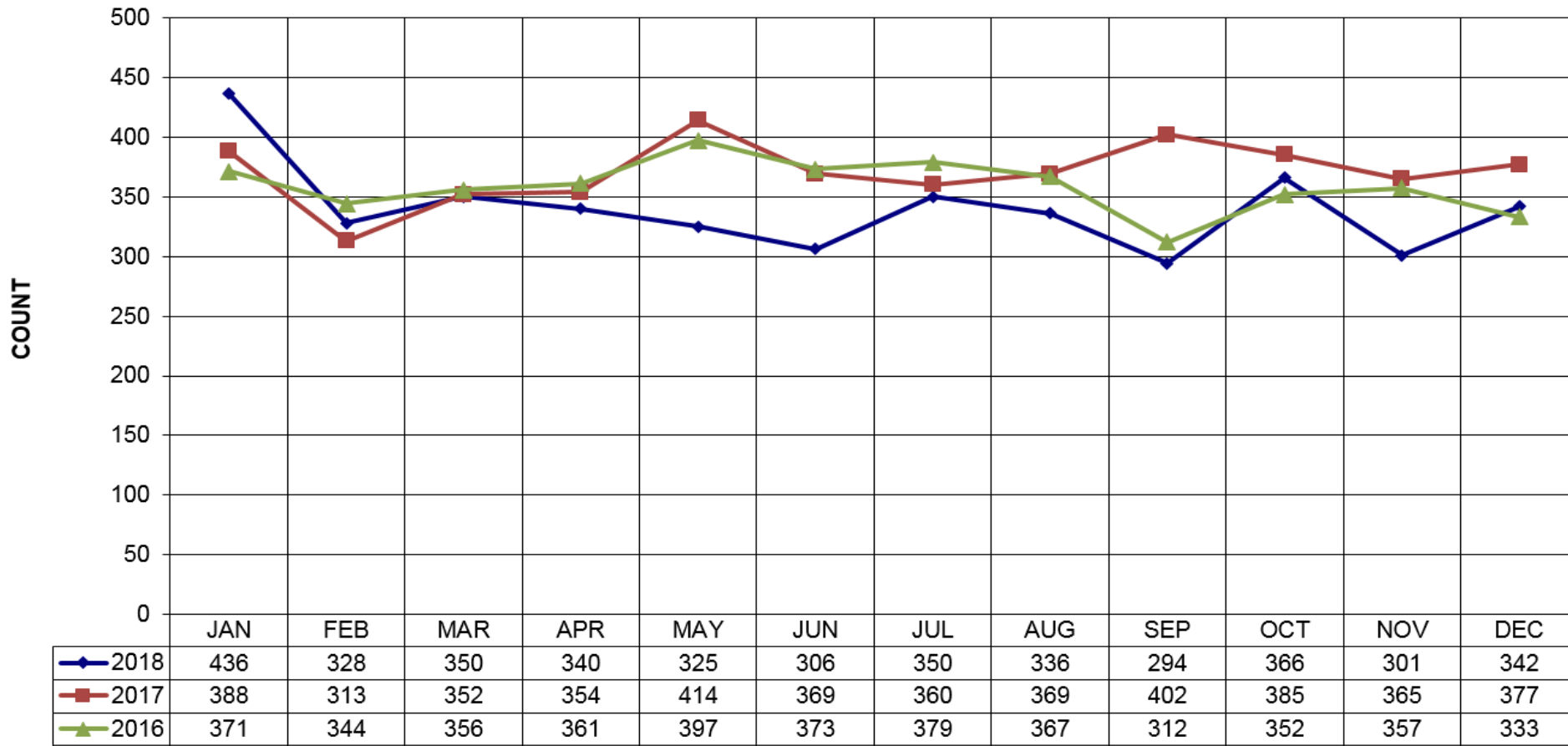


Unified Police Department City of Holladay Precinct

Fourth Quarter Report
October – December 2018



City of Holladay Crime Trend 2016-2018





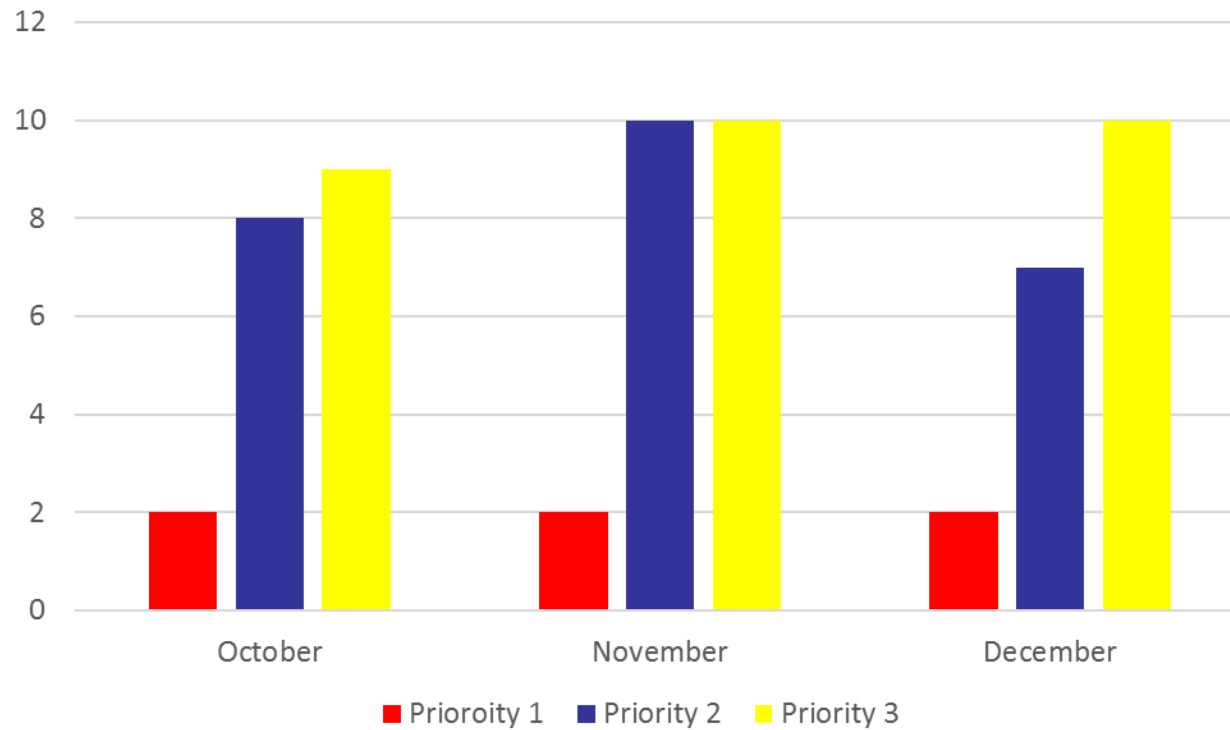
Holladay City General Offenses Fourth Quarter

Offense	2017	2018	Difference
ARSON	1	1	0
ASSAULT	37	18	-19
BURGLARY	50	28	-22
BURGLARY ALARM	109	97	-12
CIVIL RIGHTS	0	0	0
CONSERVATION	3	0	-3
COUNTERFEITING	0	0	0
CRIMES AGNST PER	1	0	-1
DAMAGED PROP	45	49	4
DRUG COURT	0	0	0
DRUGS	24	15	-9
EMBEZZLEMENT	0	0	0
ENTICEMENT	0	0	0
ESCAPE (WARRANT)	2	5	3
EXPLOITATION	0	0	0
EXTORTION	0	0	0
FAMILY OFFENSE	59	47	-12
FORGERY	7	2	-5
FRAUD	27	35	8
GAMBLING	0	0	0
HEALTH/SAFETY	2	2	0
HOMICIDE	1	0	-1
INV OF PRIVACY	6	3	-3
JUVENILE OFF	1	0	-1
KIDNAP	5	2	-3
LARCENY	133	150	17

Offense	2017	2018	Difference
LIQUOR	0	0	0
MORALS	1	0	-1
OBSCENITY	0	0	0
OBST JUDICIAL	0	0	0
OBST POLICE	1	0	-1
PROACTIVE ENF	0	0	0
PROPERTY CRIME	0	0	0
PROSTITUTION	0	7	7
PUBLIC ORDER	204	187	-17
PUBLIC PEACE	204	173	-31
ROBBERY	8	2	-6
ROBBERY ALARM	11	12	1
RUNAWAY	8	3	-5
SEX ASSAULT	0	5	5
SEX EXPLOIT	1	0	-1
SEX OFFENSE	9	1	-8
STOLEN PROP	0	0	0
STOLEN VEHICLE	42	28	-14
TRAFFIC	114	146	32
WEAPON OFFENSE	1	5	4
(blank (no ncic yet))	0	2	2
Totals	1117	1025	-92



2018 City of Holladay Response Times





Holladay – Property Crimes Unit

Operations

Vehicle Burglary Operation

On November 19 & 21, 2018 the Property Crimes Unit conducted an operation to identify suspects involved in several vehicle burglaries in Holladay City. There was limited suspect information on the burglaries. Detectives worked late night hours to identify suspicious vehicles and people in the areas of the vehicle burglaries.

High Risk Victims Unit Operation

The High Risk Victims Unit, which has a Holladay Detective assigned to, conducted a decoy prostitution operation in October. The operation resulted in three arrests for prostitution.



Holladay Cases of Note

- On 9/3/18, a motorcycle was stolen from Woodside Drive in Holladay. The owner saw his motorcycle on KSL for sale. Holladay Detectives began a covert conversation with the suspect via text arranging a meeting to see the motorcycle and a desire to purchase it. That meeting was arranged and the motorcycle was confirmed to be the one stolen. That suspect was arrested. Subsequent to his arrest his phone was seized and a warrant was obtained to search it. That search led to the recovery of a stolen 4-wheeler out of Draper City. Through the investigation and interviews, two other suspects were identified in this case. Due to all the effort in this case, three suspects were arrested for multiple felonies and the motorcycle and a 4-wheeler were recovered.
- On 10/28/18 a vehicle was broken into at 5600 S. Highland Drive while the employee/victim was inside working. The victim discovered the burglary the following morning and her backpack was missing including her debit card. There was no suspect information or video surveillance. It was found that the victim's debit card had been used after being stolen. Detectives went to the businesses and obtained video surveillance. In that surveillance they got a license plate of a car. They contacted the owner and showed her the surveillance photos of three suspect females. The owner identified all three suspects. Detectives located two of the three suspects and interviewed them. They confessed to the vehicle burglary and frauds. Multiple felony and misdemeanor charges have been filed on all three suspects.



Holladay Cases of Note

- On 12/22/18 a garage was burglarized on Wander Lane where a wallet and bicycles were taken. There was no suspect information initially. A short time later two people were arrested in Wendover, NV in a stolen car and had the victim's identification. Holladay Detectives went to the Elko County Jail and interviewed the two suspects. During the two interviews they obtained the identity of other people involved and possible location of the bicycles. They indicated that they had also used the victims credit card. The suspects also admitted to other crimes around Salt Lake County including several stolen cars. Detectives worked with other agencies to get them the information and link it to specific cases. The two suspects were charged with multiple felonies for the burglary and fraud. They were also able to recover the bicycles at the home of an unrelated person who was on probation, but was arrested and taken back to prison.



CITY OF HOLLADAY
Budget Amendment #1, 2018-19

	FY 2018-19 Budget	Additional Funds	Amended Budget
General Fund			
<u>Revenue</u>			
Use of Fund Balance	0	60,000	60,000
Total Revenue Changes	-	60,000	60,000
 <u>Expenses</u>			
Legal Services	125,000	75,000	200,000
Elections	20,000	(15,000)	5,000
Total Expense Changes	145,000	60,000	205,000
 Capital Projects Fund			
<u>Revenue</u>			
Use of Fund Balance	0	135,000	135,000
Total	0	135,000	135,000
 <u>Expenses</u>			
Additional Funds For Gunderson Lane Sidewalk Project	0	135,000	135,000
Total	0	135,000	135,000
 Grants Fund			
<u>Revenue</u>			
Use of Grants Fund Reserve (transferred in FY 2017-18) for Knudsen Park	0	383,000	383,000
ZAP Revenue for Knudsen Park	0	1,868,290	1,868,290
Total	0	2,251,290	2,251,290
 <u>Expense</u>			
Knudsen Park Grant Funded Expenses	0	2,251,290	2,251,290
Total	0	2,251,290	2,251,290



HOLLADAY CITY COUNCIL SUMMARY REPORT

MEETING DATE:

AGENDA ITEM:

TITLE: Ordinance Amendment: Professional Office / Residential Multi- Family

SUBMITTED BY: Planning Commission

SUMMARY:

Over the past 18 years of project approvals in the RM zone, particularly those properties that have requested a rezone to this zone, there has been concern by the this and of Councils past that the allowance for professional offices in this primarily residential zone can be problematic.

An example of this concern could be, hypothetically; a property owner of a currently zoned R-2 (residential duplex zone) requests his/her property to be rezoned to RM (multi-unit residential zone). The purpose of the rezone request to develop additional residential units, however during deliberation the council is less concerned with the increase in units, as they are more concerned with the various other uses that the RM allowed at the location.

As one of his last concerns, Councilman Pace encouraged the city to separate non-residential uses from the residential uses in the RM zone. Specifically, doing so would create a new land use zone; the Professional Office Zone (PO)

The Planning Commission worked on the draft text with staff at several meetings in 2018. The focus of the study was to;

- 1) Amend the RM zone by removing, all non-residential uses - without altering any other elements of the zone, ie density, height, setbacks etc.
- 2) Creation of a new Professional Office land use zone which will maintain or expand the needs of current office building owners/tenants operate from building in the RM zone
- 3) Create a map of current office buildings located in the RM zone. This map will later be used as a guide to the public indicating which properties could be rezoned, upon adoption of the ordinance

The Commission conducted ongoing work sessions prior to holding the required public hearing on December 4th and a continued the discussion to December 13th. A summary of their recommendation for this new zone includes:

LAND USES: Separating out Permitted and Conditional uses from the RM zone which focus on professional and non-professional services within an office or clinical setting.

LOT AREA: 10,000 SF

LOT WIDTH: 65 FT

SETBACKS: Front: 10 FT-minimum, Maximum no greater than the abutting buildings

Side: Same as abutting properties, graduated height applies

Corner side: 20 FT

Rear: 20 FT, or 30 FT if abutting residential

HEIGHT: 40 FT

COVERAGE: 70% maximum with impervious surface provisions

LANDSCAPING: Same as C-2 zone requirements; buffering against residential uses

SIGNAGE- Same as previously required by the RM zone, monument and crown signs only

APPROVALS: Standard approval procedures using the three-step method adopted in Chapter 3

LIGHTING, ACCESS/PARKING, PEDESTRIAN WALKWAYS, WALLS, SCREENING,

NUISANCE FACTORS, and OUTSIDE STORAGE: Same as O-R-D zone standards

RECOMMENDATION:

On December 13, 2018, the Planning Commission voted unanimously to recommend approval of the attached text, with a specify request of the council to hold an open house for RM zone land owners.

CONTACT PERSON: Jon Teerlink or Paul Allred

EXHIBITS:

- **PC Staff report**
- **Draft Text**
- **Draft minutes**
- **RM Map**

CHAPTER 13.44: PROFESSIONAL OFFICE ZONE

13.44.010: PROFESSIONAL OFFICE ZONE (PO) ESTABLISHED:

The following zone is established:

- A. Professional Office Zone (PO): The purpose of the PO zone is to set standards for areas in appropriate locations for professional and business offices, personal services and other compatible uses such as a commercial daycare facility. Developments in the PO zone are intended to be compatible with abutting residential uses and to buffer residential development or zones from more intense land uses.
- B. Rezone Requests: In evaluating any rezone application for this zone, preference shall be given to those properties which:
 - 1. Occur within a General Plan district supporting appropriate of either Professional Office-Commercial (PO-C), Mixed Use development, or other similar areas such as the Highland Drive small area master plan area (HDMP),
 - 2. Will result in an upgrade of the building and/or site, and
 - 3. Will enhance property values and contribute to the economic sustainability of the city.

13.44.020: PRIMARY USES:

- A. Permitted and Conditional Uses: The permitted and conditional uses allowed in PO shall be as set forth in chapter 13.100, "Appendix A - Allowed Uses", of this title. Any primary land use not shown as a permitted or conditional use in chapter 13.100, "Appendix A - Allowed Uses", of this title shall be prohibited.
- B. Combined Uses: Any combination of uses may be established within the same building or on the same lot or parcel. If any of the proposed uses is a conditional use, that use shall be reviewed and approved by the planning commission as required by section 13.08.040 of this title.

13.44.030: ACCESSORY USES:

- Permitted and conditional uses set forth in chapter 13.100, "Appendix A - Allowed Uses", of this title shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such primary uses allowed by chapter 13.100, "Appendix A - Allowed Uses", of this title.
- A. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the zone except as otherwise expressly provided in this title.
 - B. No accessory use, building or structure shall be allowed on a lot or parcel unless a primary permitted or conditional use is currently established on the parcel, except as allowed by section 13.09.020 of this title.
 - C. Specific accessory uses allowed in the PO are as set forth in chapter 13.100, "Appendix A - Allowed Uses", of this title.
 - D. Accessory uses and buildings customarily incidental to a permitted or conditional use may be allowed in the PO, provided the total footprint square footage of all accessory buildings does not exceed the square footage of the primary use.

1
2 **13.44.040: DESIGN AND SITE PLAN REVIEW AND APPROVAL:**
3

4 All site plans for development or redevelopment in a PO Zone shall be reviewed and approved in
5 three (3) steps as required by chapter 13.08 of this title.
6

7
8 **13.44.050: GENERAL DEVELOPMENT STANDARDS:**
9

10 A. Lot Area: In PO zones, the minimum lot area for any building or structure shall be 10,000 square
11 feet.
12

13 B. Lot Width: In PO zones, the minimum width of a lot for any building or structure shall be sixty-five
14 feet (65').
15

16 **13.44.060: SETBACK REQUIREMENTS:**
17

18 The minimum setback requirements for all main and accessory buildings are as follows:
19

20 A. Front setback:
21

22 1. Minimum shall be ten feet (10');
23

24 2. Maximum shall be no greater than abutting buildings on the same block face.
25

26 B. Side setback: No less than the minimum side yard required by the zone of any abutting property
27 including compliance with the applicable graduated height requirement.
28

29 C. Rear setback:
30

31 1. Thirty feet (30') if abutting a residential zone.
32

33 2. Twenty feet (20') if abutting to other zones.
34

35 D. Corner side setback shall be twenty feet (20');
36

37
38 **13.44.070: BUILDING HEIGHT:**
39

40 1. No building or structure in the PO zone shall exceed forty feet (40') in height.
41

42 2. In the PO zone, firewalls, skylights, clock or bell towers, steeples, flagpoles, chimneys,
43 and wireless telecommunication masts (section 13.83) may be erected above the
44 maximum building height as allowed by section 13.76.190 of this title. However, no space
45 above the height limit shall be allowed for the purpose of providing additional floor space.
46

47 **13.44.080: COVERAGE RESTRICTIONS:**
48

49 A. Maximum Coverage: The maximum lot coverage of impervious surface area for a development
50 site shall be seventy percent (70%).
51

52 B. Coverage Bonus: The total percent impervious coverage as per subsection A of this section may
53 be increased no more than an additional ten percent (10%) as allowed by the following table:
54

1 COVERAGE BONUS TABLE 13.44.070.001

2
3 (Maximum 10 Percent Bonus Area Allowed)

4

<u>Method</u>	<u>Maximum Percent Increase</u>
Plant 2 inch caliper tree: 1 percent per tree. Species as per tree selection guide made available through Holladay city community development director	<u>6.0%</u>
Permeable pavers or porous surface ¹ : Installed as per approved manufacturing standards	<u>3.5%</u>
Water wise landscaping: Landscaping area must be equal in area to the percent increase gained, as per Holladay water wise guidelines made available through Holladay city community development director	<u>3.5%</u>
Sump ²	<u>2.5%</u>
Cistern ²	<u>2.5%</u>

5
6 Notes:

- 7 1. Appropriate porosity approved by city engineer.
8 2. Size, design and capacity approved by city engineer.
9

10 **13.44.090: LANDSCAPING:**

11
12 All uses in the PO zone shall comply with the provisions governing landscaping and buffering
13 in chapter 13.77 of this title.
14

15 **13.44.100: OUTSIDE STORAGE NOT PERMITTED:**

16
17 Unenclosed storage of any business inventory, equipment, motor vehicles (other than parking for
18 business vehicles, employee and visitor vehicles), or other property is not permitted.
19

20 **13.44.110: LIGHTING:**

- 21
22 A. Purpose: Site lighting is an important part of any land use development in the PO zone. All
23 proposed development shall have a professionally designed lighting plan approved by the
24 planning commission as part of the site plan/conditional use permit process. Such plans shall
25 emphasize energy conservation and compatibility with adjacent uses and using the minimum light
26 necessary to achieve visibility and security while ensuring the enjoyment of a starry night for all
27 members of the community.
28
29 B. Height of Light Poles: The maximum height of light poles shall be thirty feet (30'). The light shall
30 be low intensity, shielded from uses on adjacent lots, and directed away from adjacent properties
31 in a residential zone or use.
32
33 C. Surface Parking Lot Lighting: All parking lot lights, except those required for security, shall be
34 extinguished one hour after the end of business hours. No more than fifty percent (50%) of the
35 total luminaries used may remain on overnight for security reasons.
36
37 D. Pedestrian Walkways: Pedestrian walkways to mass transit facilities shall be lighted.
38
39 E. Light Sources: All light sources shall be full cutoff fixtures, completely concealed with an opaque
40 housing.
41

42 **13.44.120: NUISANCE FACTORS AND HAZARDS:**

43
44 Operations shall not be conducted which emit offensive or objectionable noise, vibration, smoke,

odors, dust or gases, air pollution, water pollution or generates heavy truck traffic. Precautions shall be taken in all operations against radiation, radioactivity, fire and explosion hazards and other activities that negatively impact the safe and enjoyable use of property in the vicinity.

13.44.130: SCREENING:

- A. Trash Receptacles: All trash or refuse receptacle areas shall be completely screened from surrounding properties by a masonry wall or other material architecturally compatible with the building that is either a minimum of six feet (6') high or high enough to screen the height of the container or the container shall be enclosed within a building. Any trash or refuse receptacle area shall be located to the extent possible as far away from abutting residential uses to minimize potential negative impact.
- B. Mechanical Equipment: All ground mounted mechanical equipment including, but not limited to, heating and air conditioning units shall be completely screened from surrounding properties by a masonry wall or shall be enclosed within a building and shall be located to the extent possible as far away as possible from abutting residential uses to minimize potential negative impact.
- C. Roof Appurtenances: The use of roof appurtenances is discouraged. If roof appurtenances, including, but not limited to, air conditioning units, elevator shafts and mechanical equipment are used, they shall be designed to be architecturally compatible with the building or placed within an enclosure no taller than the absolute minimum needed. Such structures shall comply with the requirements for penthouses and roof structures of the international building code, as adopted by the state. Such enclosures require planning commission approval, and shall minimize visibility from on-site parking areas, streets, abutting public streets, and abutting residentially zoned property.
- D. Utility Connections: All utility connections shall be compatible with the architectural elements of the site and not be exposed except where necessary. Pad mounted transformers and/or meter box locations shall be included in the site plan with an appropriate screening treatment. Power lines and other utility cables shall be installed underground where possible.
- E. Loading Areas and Docks: Loading areas and docks shall be screened by landscaping and/or visual barriers from adjacent properties and public streets.

13.44.140: ACCESS AND PARKING:

- A. Access:
1. The number of access points along public streets shall be minimized by sharing and linking parking areas with adjacent properties where possible. Reciprocal ingress and egress, circulation and parking agreements shall be required to facilitate the ease of vehicular movement between abutting properties where possible. The planning commission may grant an exception to this requirement if it is satisfied that obtaining a reciprocal parking agreement is not possible, practical or would create an undue hardship on the developing property.
 2. On corner sites, access points shall be located as far from the corner as reasonably possible and in no case less than sixty feet (60') from the point of intersection of the property lines. Vehicular circulation shall be designed to preclude the intrusion of traffic directly into residential areas.
- B. Vanpool; Car Pool Spaces: One vanpool/car pool space shall be provided for every twenty five (25) parking spaces in all parking lots or parking structures directly associated with an office, use. Parking spaces for vanpool/car pool vehicles shall have a priority location near building entrances to encourage this form of mass transit.

1 C. Prohibited Parking Areas: Parking shall not be located in the required front setback or the
2 required corner side setback which faces on a public street unless appropriately screened from
3 public view.

4
5 **13.44.150: PEDESTRIAN WALKWAYS:**

6
7 A. Required: All-weather surfacing a minimum of six feet (6') wide, shall be required to
8 accommodate pedestrian movement between activity centers within the site, to adjacent uses
9 and from building entrances directly to mass transit facilities.

10
11 B. Public Easements: Public easements for walkways, trails, and similar uses are desirable and may
12 be obtained in cooperation with the developer during the approval process

13
14
15 **13.44.160: PERIMETER WALL:**

16
17 A. When Required; Waiver: The project area shall have a decorative tinted concrete or masonry wall
18 along all rear and side yards not fronting on a public street, but which abut a residential use. This
19 requirement may be waived or modified by the planning commission upon a determination that
20 the wall is not necessary to buffer the abutting use or that a different type of screening instrument
21 is acceptable. Such walls shall not be located in the required setback from a public street.

22
23 B. Height: All perimeter walls shall be a maximum of six feet (6') high unless the planning
24 commission requires a higher wall as part of the site plan or conditional use approval and is
25 acceptable to any abutting property owner.

26
27 C. Access: The planning commission may require appropriate access to trails, creeks, or other open
28 space amenities with the cooperation of the property owner.

13.82.210: SIGNS ALLOWED:

Signs allowed, by zone, shall be as set out in the following chart:

Signs Allowed In All Zones				
Sign	Size	Height	Location	Other
Construction	16 sq. ft. on a lot/parcel with less than 1/2 acre in area 24 sq. ft. on a lot/parcel with 1/2 acre or larger in area	6' maximum	On private property	Only 1 sign allowed per parcel or lot Signs must be removed within 7 days of completion of project
Political	16 sq. ft. maximum per use	6' when freestanding	On private property	
Property	3 sq. ft. maximum per use		Attached to and parallel with the front wall of the main structure	Home occupation signs not allowed
Real estate	6 sq. ft. maximum	3' when freestanding	On private property	Only 1 sign allowed per parcel or lot. Signs must be removed within 7 days of the sale or lease of the property in question
Temporary	6 sq. ft. maximum	24" when freestanding	On private property	Sign may be used up to 30 days in any 1 calendar year. Requires permit and fee

Signs Allowed in C-1, C-2 Zones (*no changes*)

Signs Allowed In The R-M PO Zones				
Sign	Size	Height	Location	Other
Monument	1 per lot, 32 sq. ft. (except as allowed for corner lots)	6' maximum	3' minimum setback and located in a landscaped area a minimum of 9 sq. ft. On corner lots, 1 sign per street frontage is allowed if the total street frontage of all streets is no less than 800 linear feet. Sign area for each sign may not exceed 32 sq. ft. on any frontage	
Crown	Maximum of 15% of the wall space measured from the floor of the uppermost story to the top of that story's facade		Along the crown (top) of buildings that are 3 stories or higher only	Allowed only for commercial/office uses east of Interstate 215. May only face major (arterial) roadways. May not face immediately abutting residential area(s). 1 sign per building face only. May not extend above facade. Brushed metal letters, reverse pan channel or pan channel letters only. Sign letters may be illuminated with LED (back) lighting only

Real Estate	6 sq. ft. maximum	3' when freestanding	On private property	Only 1 sign allowed per parcel or lot. Signs must be removed within 7 days of the sale or lease of the property
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Signs Allowed in the O-R-D Zones *(no changes)*

Signs Allowed in the RO Zone *(no changes)*

Signs Allowed in the P Zone *(no changes)*

Signs Allowed in the HV Zone *(no changes)*

Signs Allowed in the R/M-U Zone District *(no changes)*

CHAPTER 13.32: R-2-8, R-2-10, R-M MULTIPLE-FAMILY ~~PROFESSIONAL~~ ZONES

13.32.080: SETBACK REGULATIONS:

A. *Purpose:* No change.

B. *Implementation:* Averaging of setbacks in all yard areas shall be allowed as shown below. Variations across the setback line may not exceed fifteen percent (15%) of the minimums required. Calculation of the average shall require at least ten (10) equally spaced measurements across any one "building line", as defined in section 13.04.040 of this title, and shown in figure 13.32.081 of this section. The minimum setback requirements for a main building are shown on table 13.32.081 of this section.

FIGURE 13.32.081: No change

TABLE 13.32.081

	R-2-8	R-2-10	R-M
Front setback:			
The minimum setback in feet from the front lot line for a main building structure containing one or more dwelling units shall be	25	25	25
No accessory structure or parking area may be constructed in the required front yard			
Rear setback:			
The minimum setback in feet from the rear property line for a structure containing one or more dwelling units shall be	20	20	20
Accessory buildings located entirely within the rear yard and a minimum of 6 feet from any other structure may have a minimum setback from any property line of	3	3	3
Side setback:			
The minimum side setback in feet for a structure having one or more dwelling units shall be have a total of 25 percent of the required lot width, with no 1 side setback less than 10 percent of the lot width	See note 1	See note 1	15
Other main buildings (not professional) shall have a minimum side setback in feet of	Equal to abutting + graduated height		
The minimum side setback in feet for an accessory building not located entirely within the rear yard shall be the same as for any dwelling or main building			
The minimum corner side setback in feet for any structure	20	20	20
Building separation:			
The minimum separation between structures containing more than 1 dwelling unit in feet shall be	8		
The minimum separation for nonprofessional buildings single-family detached structures in feet shall be	13	13	13
The minimum separation for any accessory structure from another structure in feet shall be	Per Fire Code	2	

Note:

~~1. Professional-All structures containing one or more dwelling units dwellings shall have a total of 25 percent of the required lot width, with no 1 side setback less than 10 percent of the lot width. Except in no case shall any side setback be less than 6.5 feet or 13 feet combined.~~

C. *Front Setbacks on Private Rights Of Way:* No change.

13.32.100: **COVERAGE REGULATIONS:** The maximum lot coverage of impervious surface area on a lot in the multi-family zones is sixty percent (60%). ~~shown on table 13.32.101 of this section.~~

~~TABLE 13.32.101~~

Coverage Regulations	R-2-8	R-2-10	R-M
The maximum impervious coverage in percent for any professional <u>residential</u> development shall be	60	60	60
The maximum impervious coverage in percent for any nonprofessional development shall be	n/a	n/a	70

13.77.050: MINIMUM LANDSCAPING REQUIREMENTS BY ZONE:

The following requirements are the minimum landscaped area required by each zone except where modified by the planning commission as an administrative relief allowed by section 13.77.130 of this chapter:

A. Single-Family Residential Zones (FR, R-1):

1. Within one year of the adoption of this chapter the entire front yard and side yard abutting to a street of developed lots in residential zones shall be landscaped and maintained.
2. The front yard of all lots on which buildings are located shall be landscaped within one year of the date of the issuance of a final certificate of occupancy or final inspection.

B. Multiple-Family Residential Zones (R-2, R-M): The minimum landscaping coverage in percent for all lots in the multi-family zones are as follows:

1. A minimum of forty percent (40%) of the total site shall be landscaped.
2. A minimum landscaped buffer averaging five feet (5') wide as required by section 13.77.070 of this chapter shall be provided along the side and rear property lines.

C. Office, Research Park and Development Zone (O-R-D):

1. A minimum of thirty percent (30%) of the total site shall be landscaped.
2. A minimum landscaped buffer averaging five feet (5') wide as required by section 13.77.070 of this chapter shall be provided along the side and rear property lines.
3. Where a side or rear yard abuts a residential use or residential zone boundary the entire setback area shall be landscaped.

D. Neighborhood Commercial Zone (NC):

1. All front setback areas and the side setback areas which abut a public street on corner lots shall be landscaped.
2. A minimum landscaped buffer averaging five feet (5') wide as required by section 13.77.070 of this chapter shall be provided along the side and rear property lines.

E. PO, C-1 and C-2 Commercial Zones:

1. The front setback area and the side setback area which faces on a street on corner lots shall be landscaped.
2. A minimum landscaped buffer averaging five feet (5') wide as required by section 13.77.070 of this chapter shall be provided along the side and rear property lines.

F. Residential Office Zone (RO):

1. The first twenty feet (20') in depth of the front setback and/or front yard shall be landscaped.
2. Other setback areas which abut a public street shall be landscaped.

1 3. A minimum landscaped buffer averaging five feet (5') wide as required by
2 section 13.77.070 of this chapter shall be provided along the side and rear property lines.
3

4 G. Holladay Village Zone (HV): Landscaping is not required in the HV zone except for the
5 requirements of subsection 13.71.080K "Buffer Standards for Proposed Development Abutting
6 Residential Property Not in the HV Zone", of this title.
7

8 H. Other Zones:
9

10 1. All required front and side yard areas that abut a public street shall be landscaped.
11

12 2. A minimum landscaped buffer averaging five feet (5') wide as required by
13 section 13.77.070 of this chapter shall be provided along the side and rear property lines.

WIRELESS TELECOMMUNICATIONS

G13.83.050: ALLOWABLE USES:

The uses specified in the following chart are allowed provided that they comply with all requirements of this chapter:

P - Permitted use	C - Conditional use	N - Not allowed
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Zones	Wall Mount	Roof Mount	Monopole	Lattice Tower
All FRs	P1, C2	P1, C2	C	N
All R-1s	P3, CS	P3, CS	C3, CS	N
All R-2s	P3, CS	P3, CS	C3, CS	N
R-M	P	P	C	N
O-R-D	P	P	C	N
C-1, C-2	P	P	C	N
<u>PQ</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>
Public use	P	P	CS1	N

Notes:

1. Permitted use only on nonresidential buildings.
 2. Conditional use on residential buildings.
 3. Allowed only in conjunction with public or quasi-public uses (see section 13.04.040 of this title).
- S Stealth facilities are conditional uses and not required to be located with public or quasi-public uses.
- S1 Stealth facilities only.

13.100.010: TABLE OF ALLOWED USES:

P = Permitted Use
C = Conditional Use
- Not Permitted

Use	R-M	<u>PO</u>
Accessory Uses*		
Alcoholic beverage retail sales ¹⁴		
Bar establishment	-	-
Bar establishment, equity	-	-
Bar establishment, fraternal	-	-
Brewery	-	-
Off premises	-	-
On premises banquet and catering	-	-
On premises beer retailer	-	-
Restaurant - beer only	-	-
Restaurant - full service	-	-
Restaurant - limited service	-	-
Single event permit	P	<u>P</u>
Drive-through	-	-
Family food production	-	-
Flea market/farmers' market	-	-
Guesthouse and/or caretaker quarters	-	-
Home daycare/preschool	C ³	<u>C³</u>
Home daycare/preschool, small	P ⁴	<u>P⁴</u>
Home occupation	C ⁵	-
Household pets	P ¹⁰	-
Livestock, large	-	-
Livestock, small	-	-
Merchandise vending machine, outside	-	-
Mobile food trailer	-	-
Mobile food truck	-	<u>C¹⁸</u>
Outside dining	-	-
Outside display	-	-
Outside storage	-	-
Permanent cosmetics	C¹⁴	<u>C¹⁴</u>
Resource recycling collection	-	-
Seasonal sales	-	-
Short term rental	C ⁶	-
Sportsman's kennel, cattery, animal hobby	-	-

permit		
Stable, private	-	-
Temporary buildings incidental to construction, including living quarters for security	C ¹³	<u>C¹³</u>
Temporary sales/use	-	-
Primary Uses		
Agriculture:		
Agriculture	P	-
Entertainment and recreation:		
Arcade	-	-
Auditorium, exhibit hall, convention center	-	-
Motion picture theater, live theater	-	-
Private nonprofit recreational grounds and facilities	G -	<u>C</u>
Professional, fraternal and social association	-	<u>P</u>
Recreation, commercial, indoor	-	-
Recreation, commercial, outdoor	-	-
Recreation, fitness center	-	<u>C¹⁴</u>
Industrial and manufacturing:		
Building materials sales and services	-	-
Disinfecting and exterminating	-	-
Educational and scientific research, medical/dental laboratories	-	<u>P</u>
Landscaping installation and maintenance	-	-
Manufacturing	-	-
Self-service storage	-	-
Planned unit development:		
Mixed-use planned unit development	G -	<u>C</u>
Nonresidential planned unit development	G -	<u>C</u>
Residential planned unit development	C	-
Public:		

	Cemetery	-	-
	Charter school	-	<u>P</u>
	Educational facility, public	-	-
	Public use	-	-
	Quasi-public use	-	-
Residential:			
	Bed and breakfast	C ²	-
	Dwelling:		-
	Live/work	-	-
	Multiple-family	P	-
	Single-family	-	-
	Two-family	P	-
	Group homes:		-
	Assisted living facilities, type I:		
	Large	C	-
	Small	C	-
	Limited	P	-
	Assisted living facilities, type II:		
	Large	C	-
	Small	C	-
	Limited	P	-
	Nursing home	C	-
	Residential facilities for persons with a disability	P	-
	Residential facility for elderly persons	P	-
	Temporary lodging, hotel, motel, etc.	-	-
Retail:			
	Drugstore (pharmacy)	-	-
	Gas station	-	-
	Groceries/food	-	-
	Mobile food court	-	-
	Motor vehicle sales, rental (new only)	-	-
	Motorcycle sales, rental	-	-
	Neighborhood market, large	-	-
	Neighborhood market, small	-	-
	Nursery, garden center	-	-
	Recreational vehicles sales, rental	-	-
	Restaurant	-	-

	Retail, general	-	-
	Sexually oriented business	-	-
Services:			
	Banking and credit	<u>G-</u>	<u>P</u>
	Commercial daycare, preschool	C ¹²	<u>C-</u>
	Commercial kennel	-	-
	Commercial stable (on lots of 1 acre or more)	-	-
	Dry cleaning ¹⁵	-	-
	Educational facility, private	<u>G-</u>	<u>P</u>
	Equipment rental and leasing	-	-
	Funeral home, crematory	<u>G-</u>	-
	Hospital	-	-
	Laundry, self-service	-	-
	Medical, dental, and related health	<u>G-</u>	<u>P</u>
	Motor vehicle repair	-	-
	Nonresidential treatment facility	-	<u>C</u>
	Personal service	-	<u>C</u>
	Pet grooming/pet daycare	-	<u>C-</u>
	Professional and business services	<u>G-</u>	<u>P</u>
	Reception center	C	-
	Small engine repair, appliance, electrical, and machine repair	-	-
	Veterinary services	-	-
Transportation, communications, and utility facilities:			
	Local, suburban and interurban transportation	-	-
	Public parking	<u>G-</u>	<u>P</u>
	Radio and television broadcasting studio	-	
	Utility company, public	<u>G-</u>	<u>P</u>
	Utility facility company	<u>G-</u>	<u>P</u>
	Wireless telecommunications	<u>See section 13.83</u>	

Notes:

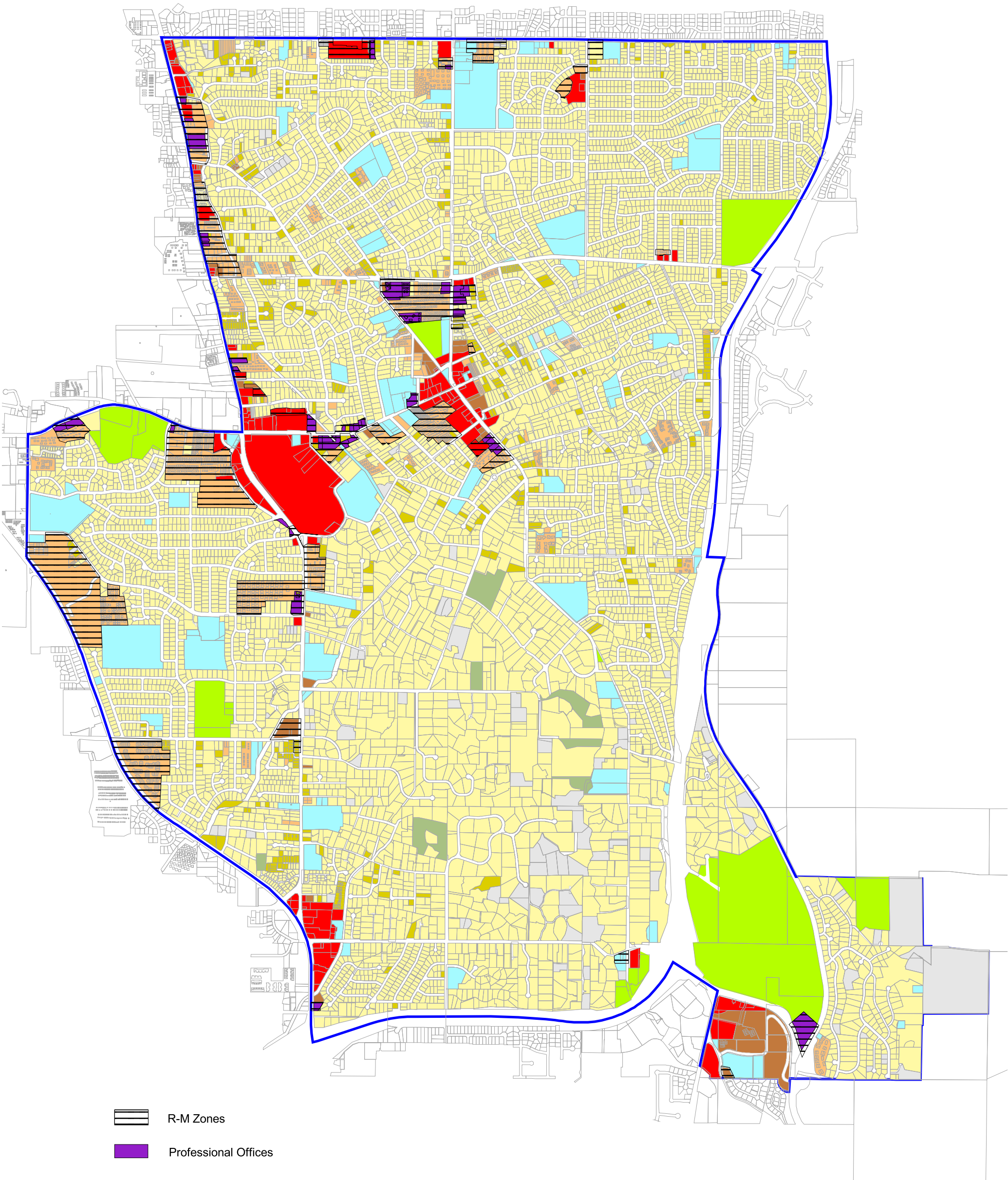
* Includes accessory buildings and uses customarily incidental to a permitted or conditional use.



1. See section 13.76.240, "Animal And Fowl Restrictions", of this title.

2. See section 13.76.715, "Bed And Breakfast", of this title.













3. See section 13.76.720, "Home Daycare/Preschool", of this title.

- 1 4. See section 13.76.725, "Home Daycare/Preschool, Small", of this title.
- 2 5. See section 13.76.730, "Home Occupation", of this title.
- 3 6. See section 13.76.735, "Short Term Rental", of this title.
- 4 7. Reserved.
- 5 8. See section 13.76.750, "Resource Recycling Collection Facility", of this title.
- 6 9. See section 13.14.110, "Accessory Buildings", of this title.
- 7 10. Provided the area is not in a watershed area.
- 8 11. Subject to title 8, "Animals", of this code.
- 9 12. See section 13.76.260, "Commercial Daycare/Commercial Preschool Facilities", of this title.
- 10 13. See sections 13.76.250, "Temporary Sales/Seasonal Sales Permit", and [13.76.501](#), "Temporary
- 11 Uses", of this title.
- 12 14. When accessory to a permitted or conditional use.
- 13 15. Subject to well source protection ordinance.
- 14 16. May not exceed 10,000 square feet of gross floor area.
- 15 17. By contract with public entity only.
- 16 [18. Subject to section 13.76.770 of this title.](#)



-  R-M Zones
-  Professional Offices

LAND USES

-  Single Family Residential
-  Duplex/Twin Home
-  Multi-Family
-  Commercial-Retail
-  Commercial-Office
-  Agriculture
-  Vacant-Residential
-  Vacant-Commercial
-  Public/Quasi Public
-  Open Space
-  Holladay Parcels
-  Holladay Boundary



1:22000

Professional Offices in the R-M Zones

CITY OF HOLLADAY

ORDINANCE No. 2019-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOLLADAY ADOPTING AND CODIFYING CHAPTER 44 OF TITLE 13 OF THE CITY'S ZONING ORDINANCE RELATING TO THE PROFESSIONAL OFFICE ZONE

WHEREAS, the City Council of the City of Holladay has previously studied issues relating to the location of professional offices within residential multi-family zones of the City; and

WHEREAS, the City Council of the City of Holladay finds that it is in the public interest and will promote the public welfare to create a separate zone for the location of professional offices and to enact regulations relating to development within a Professional Office Zone; and

WHEREAS, the City staff, with the Planning Commission, has prepared regulations relating to the Professional Office Zone, has held a public hearing regarding the regulations and has forwarded a recommendation of approval for the adoption of the Professional Office Zone and the associated regulations;

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

Section 1. Adoption and Codification. Chapter 44 of Title 13 of the Holladay City Municipal Code, relating to the Professional Office Zone, is hereby adopted and codified to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Amendment. Section 13.82.210, a portion of the Sign Ordinance of the City, is hereby amended to read as more particularly set forth in Exhibit B, attached hereto and incorporated herein by reference.

Section 3. Amendment. Section 13.32.080 of the Holladay City Municipal Code is hereby amended to read as more particularly set forth in Exhibit C, attached hereto and incorporated herein by reference.

Section 4. Amendment. Table 13.32.081 of the Holladay City Municipal Code is hereby amended to read as more particularly set forth in Exhibit D, attached hereto and incorporated herein by reference.

Section 5. Amendment. Section 13.32.100 of the Holladay City Municipal Code is hereby amended to read as more particularly set forth in Exhibit E, attached hereto and incorporated herein by reference.

Section 6. Amendment. Section 13.77.050 of the Holladay City Municipal Code is hereby amended to read as more particularly set forth in Exhibit F, attached hereto and incorporated herein by reference.

Section 7. Amendment. Section G13.77.050 of the Holladay City Municipal Code is hereby amended to read as more particularly set forth in Exhibit G, attached hereto and incorporated herein by reference.

Section 8. Amendment. Section 13.100.010 of the Holladay City Municipal Code is hereby amended to read as more particularly set forth in Exhibit H, attached hereto and incorporated herein by reference.

Section 9. 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 Resolution shall be severable.

Section 10. 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 February, 2019.

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

W. Brett Graham	Yea	___	Nay	___
Mark H. Stewart	Yea	___	Nay	___
Sabrina R. Petersen	Yea	___	Nay	___
Steven H. Gunn	Yea	___	Nay	___
Paul Fotheringham	Yea	___	Nay	___
Robert Dahle	Yea	___	Nay	___

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of _____, 2019.

RECORDED this ____ day of _____, 2019.



HOLLADAY CITY COUNCIL SUMMARY REPORT

MEETING DATE: February 7, 2019

SUBMITTED BY: Gina Chamness/Jon Teerlink

SUBJECT: Vacation of Holladay Boulevard within Knudsen Park

<input type="checkbox"/> For Information
<input type="checkbox"/> Policy Discussion
<input type="checkbox"/> Funding Approval
<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance
<input type="checkbox"/> Public Hearing
<input type="checkbox"/> Other

ACTION NEEDED: Public Hearing and subsequent consideration of Ordinance 2019-01 to vacate a portion of Holladay Boulevard.

RECOMMENDATION: Staff recommends the City Council hold a public hearing to consider vacating a portion of Holladay Boulevard that is within Knudsen Park. Subsequent to the public hearing, staff recommends the City Council approve Ordinance 2019-01, vacating a portion of Holladay Boulevard that is within Knudsen Park.

BACKGROUND: In order to formalize the boundary of Knudsen Park as well as adjacent trails and open space, all city owned land, as well park improvements and associated easements need to be recorded as part of a plat. This is a multi-step process involving the Technical Review Committee (TRC), composed of City staff, as well as the Planning Commission, acting as the City's Land Use Authority.

In order to complete the platting process, the City Council must consider vacating a portion of Holladay Boulevard that lies within the Park boundaries as developed, and proposed in the pending plat. This portion of Holladay Boulevard has been closed to vehicular traffic for many years.

Development drawings for Knudsen Park have been reviewed by the TRC as well as the City Council during the design/build process. City owned property is being combined into two parcels, each with associated easements for utilities. All required elements for a two-lot plat have been reviewed by the TRC. The TRC has recommended that the Planning Commission grant a preliminary and final plat. Creation of a plat requires

review and approval by the Land Use Authority (Planning Commission) in a three-step process; Concept, Preliminary and Final plat. Decisions of approval must be made during a public meeting(s). The required public hearing for this item has been held and since been closed.

We anticipate that the Planning Commission will grant approval for this plat at their meeting on February 5, 2019, contingent upon the City Council vacating a portion of Holladay Boulevard that has been closed to traffic for more than a decade and is currently within the Park. The Planning Commission's preliminary and final review period was designed to consider the effect of vacating this section of Holladay Boulevard.

To date, the Planning Commission's discussion has confirmed that neither the public interest nor any person will be materially harmed by the vacation of Holladay Blvd. Further, the plat defines the area owned by the city that is adjacent to the park and proposed for redevelopment.

We anticipate that the Planning Commission will recommend the following findings to the Council, consistent with 13.10.080D and .060C of City ordinance:

Findings:

- This portion of Holladay Blvd was in part abandoned to vehicular use upon the construction of I-215.
- Pedestrian and bicycle use will be continued via designated trails elsewhere in the park.
- The vacation is a critical element to Knudsen Park improvements as open space without future need of a public street
- Neither the public interest nor any person will be materially injured by the vacation
- The area shown to be vacated abuts City of Holladay owned property and will become part of Lot 2.

ATTACHMENTS: Knudsen Park 2-Lot Plat, Aerial of project boundaries, Approved construction plan highlighting area of Holladay Blvd being vacated,

FISCAL IMPACT: -0-

SUGGESTED MOTION: I move the City Council adopt Ordinance 2019-01, vacating a portion of Holladay Boulevard within Knudsen Park.



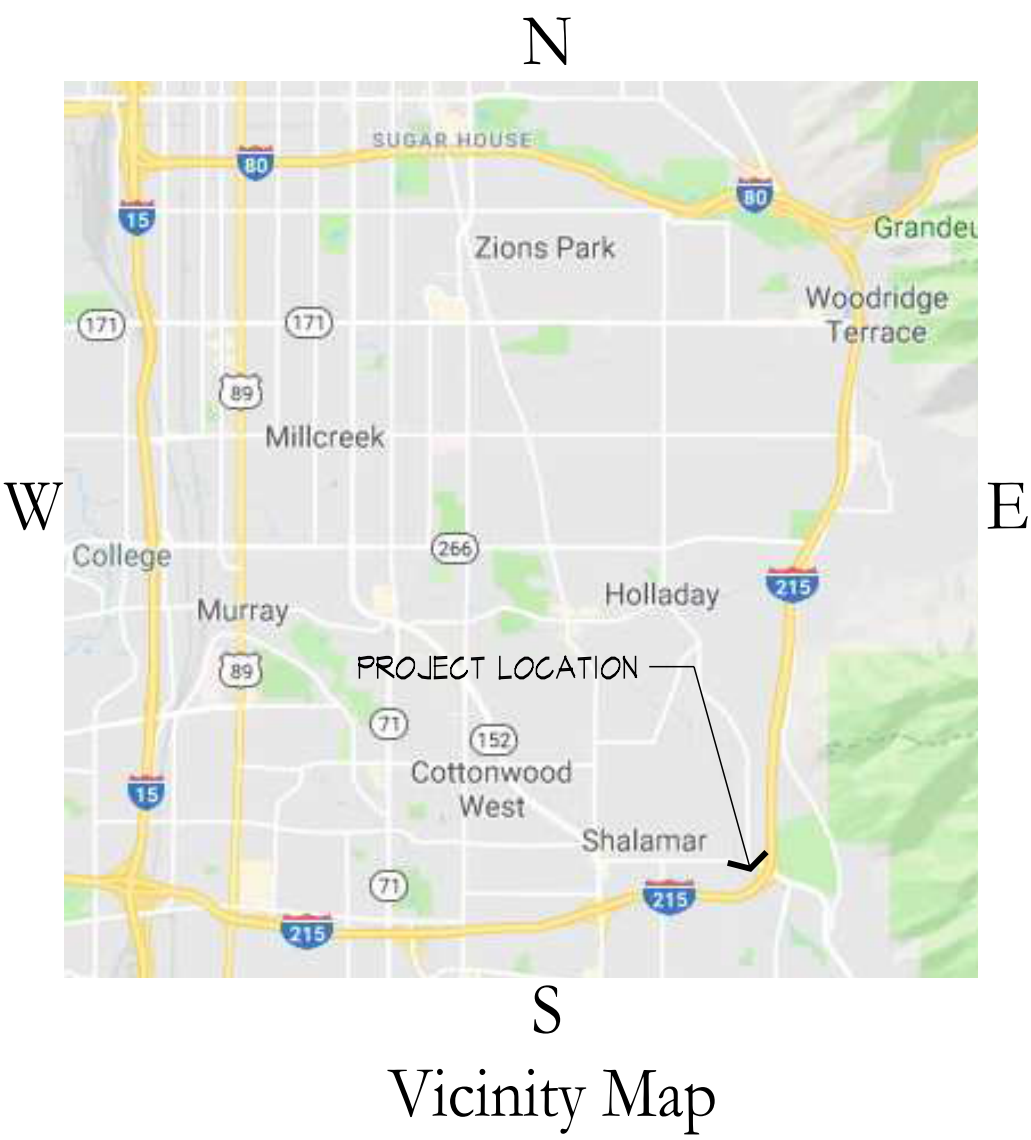
City of Holladay
Knudsen Park Plat Boundary



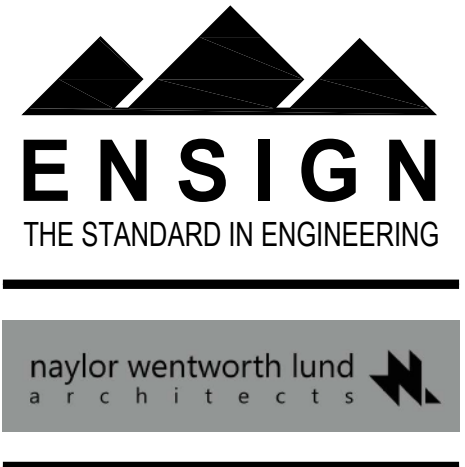


PROJECT INFORMATION		
Project Name	Knudsen Park	
Project Location	Address: 6290 S. Holladay Blvd., Holladay, UT 84121 Section / Township / Range: Section 23, Township 2 South, Range 1 East	
Owner Name & Address	Holladay City 4580 S. 2300 E., Holladay, UT 84117	
Designer Name & Address	Hughes Construction: PO Box 540700, North Salt Lake, UT 84054 E. A. Lyman, Landscape Architects: 8188 S. Highland Dr., Suite D7, Sandy, UT 84093 Ensign Engineering: 45 W. 10000 S., Suite 500, Sandy, UT 84070 NWL Architects: 723 West Pacific Ave., Suite 101, Salt Lake City, UT 84104	
Date	January 5, 2018	
Drawing Scale	1"=40'	

LANDSCAPE TABULATION	SQUARE FEET	% OF TOTAL
TOTAL AREA	318,691 s.f.	100%
TOTAL BUILDING AREA	1612 s.f.	0.5%
TOTAL IMPERVIOUS AREA LESS ROAD AND PARKING	30,999 s.f.	9.7%
TOTAL LANDSCAPE AREA	263,187 s.f.	82.6%
TOTAL ROAD AREA	22,893 s.f.	7.2%



E. A. Lyman
Landscape Architecture
Land Planning
Urban Design



Holladay City Knudsen Park
Holladay, Utah

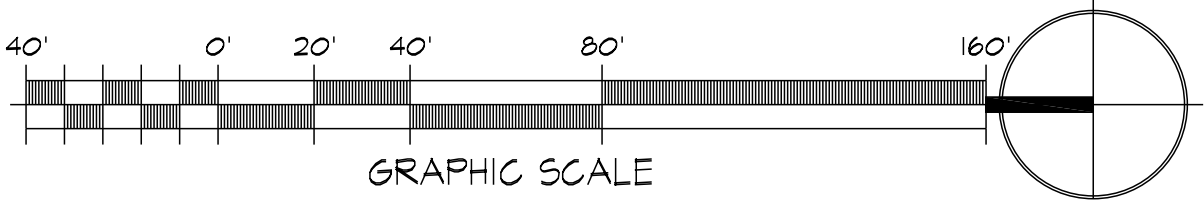
DATE:
Jan. 3, 2018

REVISIONS:

SHEET NAME:
Conceptual
Site Plan

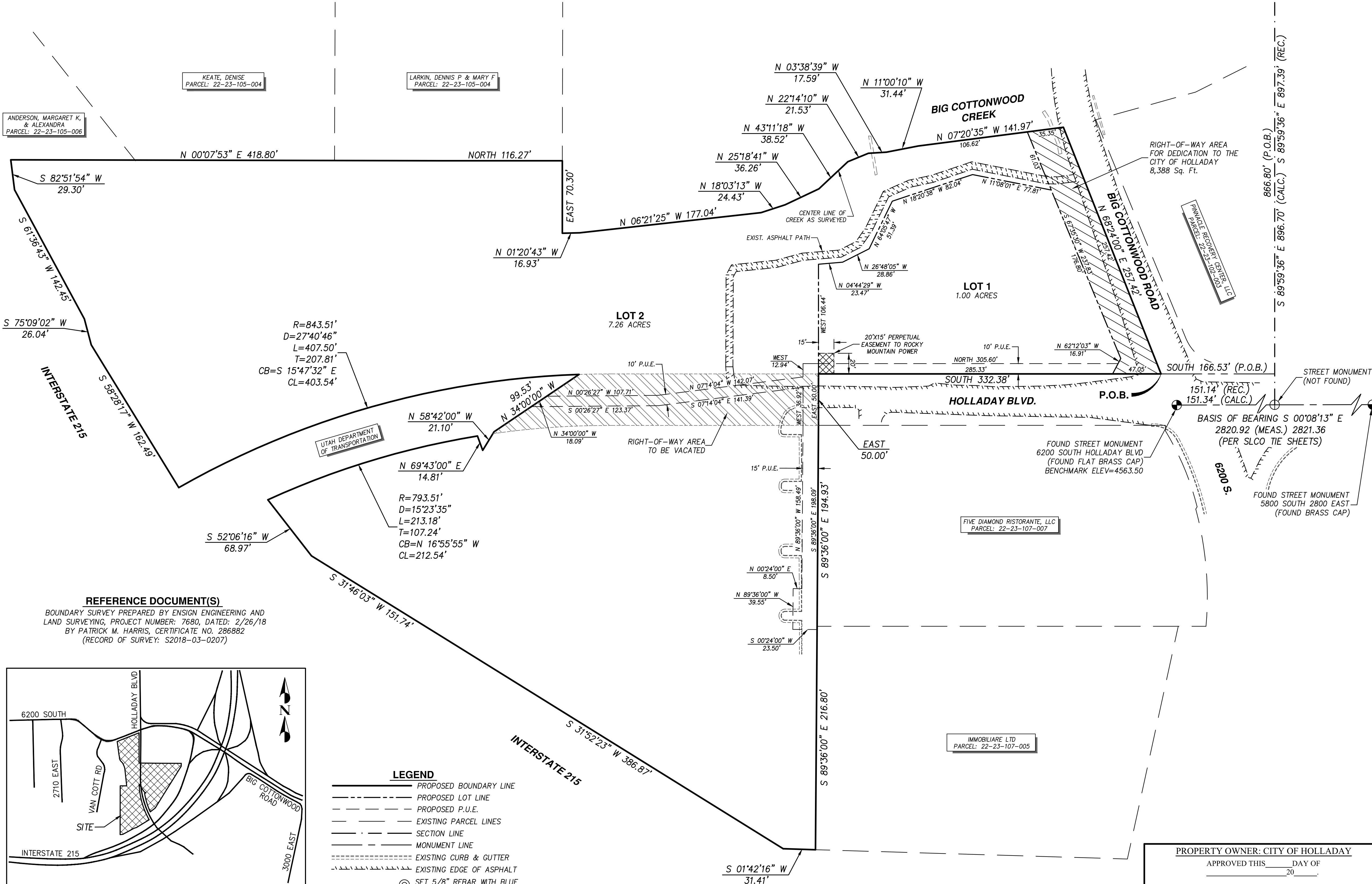
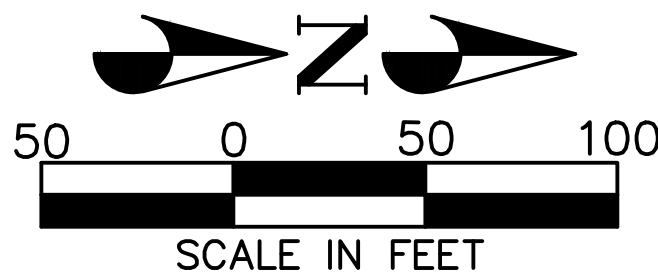
SHEET NUMBER:

L1.01



KNUDSEN PARK

LOCATED IN THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
HOLLADAY, SALT LAKE COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, **ROBERT LAW**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR WITH PERM CONSULTING, LLC, AND THAT I HOLD CERTIFICATE NO. 96762 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS TO BE KNOWN AS **KNUDSEN PARK**, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN AND THAT THIS PLAT IS TRUE, CORRECT AND ACCURATE.

BOUNDARY DESCRIPTION

Beginning at a point which is South 89°59'36" East, along the section line, 866.80 feet and South, 166.53 feet from the Northwest Corner of Section 23, Township 2 South, Range 1 East, Salt Lake Base & Meridian; and running thence South, 332.38 feet; thence East, 50.00 feet to a point on the Five Diamond Ristorante, LLC southerly boundary line; thence South 89°36'00" East, along said southerly boundary line, 194.93 feet; thence South 89°36'00" East, 216.80 feet; thence South 01°42'16" West, 31.41 feet to a point on the westerly right-of-way line of Interstate 215; thence along said westerly right-of-way line the following three (3) courses: South 31°52'23" West, 386.87 feet; thence South 31°46'03" West, 151.74 feet; thence South 52°06'16" West, 68.97 feet to a point on a UDOT right-of-way line; thence along said UDOT right-of-way line the following five (5) courses: said point on also being on a 793.51 foot radius curve to the right; thence 213.18 feet along said curve through a central angle of 15°23'35" (chord bears North 16°55'55" West, 212.54 feet); thence North 69°43'00" East, 14.81 feet; thence North 58°42'00" West, 21.10 feet; thence North 34°00'00" West, 99.53 feet to point on a 843.51 foot radius curve to the left; thence 407.50 feet along said curve through a central angle of 27°40'46" (chord bears South 15°47'32" East, 418.80 feet; thence North, 116.27 feet; thence East, 70.30 feet more or less to the center of Big Cottonwood Creek; thence along said center of Big Cottonwood Creek the following nine (9) courses: North 01°20'43" West, 16.93 feet; thence North 06°21'25" West, 177.04 feet; thence North 03'38'39" West, 17.59 feet; thence North 11°00'10" West, 31.44 feet; thence North 07°20'35" West, 141.97 feet; thence North 68°24'00" East, 257.42 feet to the point of beginning.

Contains: 8.45 Acres

ROBERT LAW

DATE

OWNER'S DEDICATION

Know all men by these presents that we, the undersigned owners of all of the property described hereon as being vacated or re-subdivided, do hereby vacate all lots, right of ways, and streets, and other public areas as indicated hereon, and relinquish all existing public rights of access and public utility easements on and across said property, and have caused the same to be divided into private, common, limited common areas, and easements and do hereby dedicate the streets and other public areas as indicated hereon for perpetual use of the public.

In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20____.

NOTARY ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF SALT LAKE }

On this _____ day of _____, in the year 20____, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake, in said State of Utah, the signers of the above Owner's Dedication, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

My Commission Number _____ Signed (A Notary Public Commissioned in Utah)

My Commission Expires _____ Print Name of Notary

KNUDSEN PARK

LOCATED IN THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
HOLLADAY, SALT LAKE COUNTY, UTAH

PREPARED BY:

PEPG CONSULTING LLC
9270 SOUTH 300 WEST • SANDY, UT 84070
PHONE: (801) 562-2521 • FAX: (801) 562-2551

DATE: JANUARY 30, 2019 FILE: 10421811.dwg\plot-01

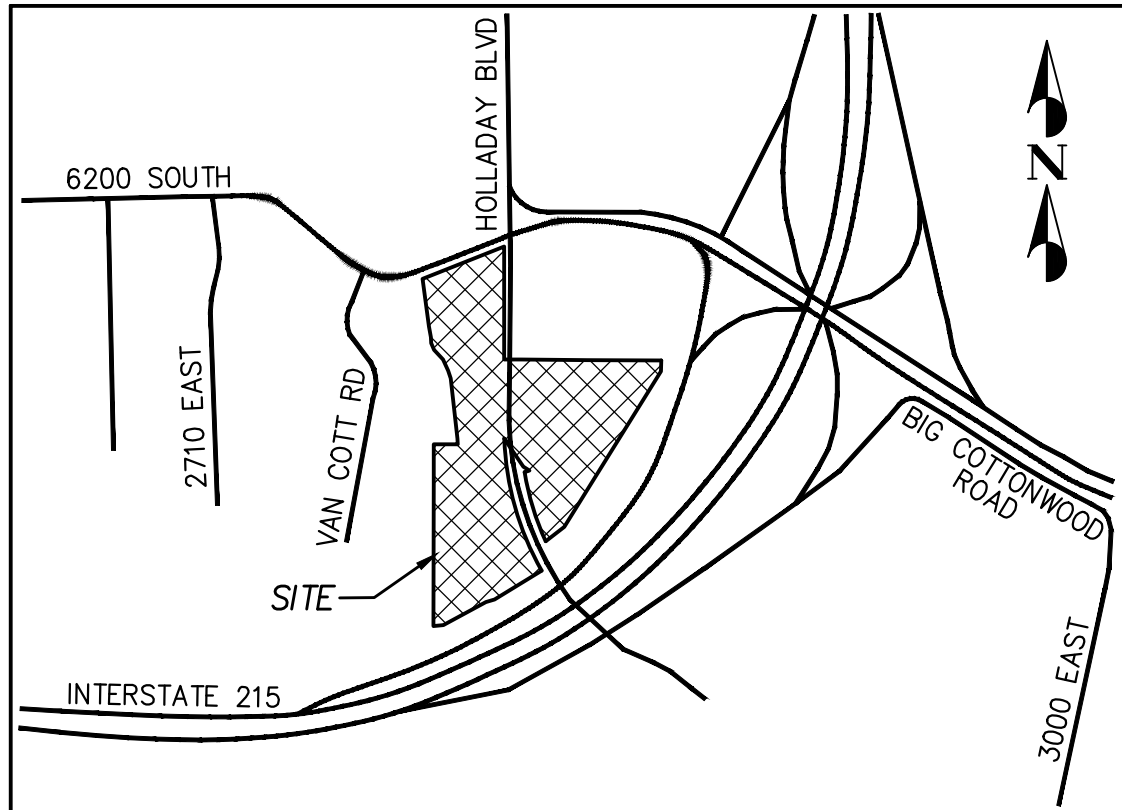
RECORDED #
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT
THE REQUEST OF

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE \$ _____ SALT LAKE COUNTY RECORDER

NUMBER _____
ACCOUNT _____
SHEET 1
OF 1 SHEETS

REFERENCE DOCUMENT(S)

BOUNDARY SURVEY PREPARED BY ENSIGN ENGINEERING AND
LAND SURVEYING, PROJECT NUMBER: 7680, DATED: 2/26/18
BY PATRICK M. HARRIS, CERTIFICATE NO. 286882
(RECORD OF SURVEY: S2018-03-0207)



VICINITY MAP
NOT TO SCALE

LEGEND

- PROPOSED BOUNDARY LINE
- PROPOSED LOT LINE
- PROPOSED P.U.E.
- EXISTING PARCEL LINES
- SECTION LINE
- MONUMENT LINE
- EXISTING CURB & GUTTER
- EXISTING EDGE OF ASPHALT
- SET 5/8" REBAR WITH BLUE PLASTIC CAP OR NAIL STAMPED "PEPG" LS #9679988

NUMBER _____	HOLLADAY CITY ENGINEER APPROVED THIS _____ DAY OF _____ 20____.	HEALTH DEPARTMENT APPROVED THIS _____ DAY OF _____ 20____.	PLANNING COMMISSION APPROVED THIS _____ DAY OF _____ 20____.	APPROVAL AS TO FORM APPROVED THIS _____ DAY OF _____ 20____.	COMMUNITY DEVELOPMENT I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	CITY OF HOLLADAY PRESENTED TO THE CITY OF HOLLADAY THIS _____ DAY OF _____ A.D., 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED & ACCEPTED.	RECORDED # STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF	NUMBER _____
ACCOUNT _____						CITY MANAGER		ACCOUNT _____
SHEET 1						CITY RECORDER		SHEET 1
OF 1 SHEETS	HOLLADAY CITY ENGINEER	SALT LAKE VALLEY HEALTH DEPARTMENT	PLANNING COMMISSION CHAIR	CITY OF HOLLADAY ATTORNEY	DATE _____ COMMUNITY DEVELOPMENT DIRECTOR			OF 1 SHEETS

CITY OF HOLLADAY

ORDINANCE NO. 2019-__

AN ORDINANCE VACATING A CERTAIN PORTION OF RIGHT-OF-WAY

WHEREAS, a public right-of-way commonly known as Holladay Boulevard exists within the City and is shown in the records of the Salt Lake County Recorder; and

WHEREAS, the City has previously physically closed a portion of the Holladay Boulevard right-of-way south of 6200 South and extending through the newly constructed Knudsen Park; and

WHEREAS, the City Council of the City of Holladay City has considered all issues, and has determined that the vacation will not be detrimental to the general interests of the public;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLADAY, STATE OF UTAH, AS FOLLOWS:

Section 1. Street Vacation. The City Council of the City of Holladay hereby vacates that certain right of way as shown on Exhibit "A," attached hereto and by this reference made a part hereof, subject to Section 2, below.

Section 2. Rights Not Affected. The action of the City Council vacating a portion of the public right-of-way provided herein shall not operate as a relinquishment of the City's interest therein, as the City owns the property on each side of the vacated right-of-way and therefor, by operation of law, the City's ownership of the right-of-way is not affected by the vacation. However, nothing herein shall be construed to vacate, impair or otherwise affect any existing real property interest, easement, right-of-way, holding or franchise right therein of any other property owner.

Section 3. Conveyance of Property. In accordance with all provisions of law, the property within the right of way shall be deemed to revert to the ownership of the abutting owner, the City, as its interests may appear.

Section 4. Recorded. A certified copy of this Ordinance shall be recorded in the office of the Salt Lake County Recorder, State of Utah.

Section 6. Effective Date. This Ordinance shall become effective twenty (20) days after publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND APPROVED this day of February, 2019.

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

W. Brett Graham	Yea	___	Nay	___
Mark H. Stewart	Yea	___	Nay	___
Sabrina R. Petersen	Yea	___	Nay	___
Steven H. Gunn	Yea	___	Nay	___
Paul Fotheringham	Yea	___	Nay	___
Robert Dahle	Yea	___	Nay	___

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of _____, 2019.

RECORDED this ____ day of _____, 2019.

CITY OF HOLLADAY

RESOLUTION No. 2019-

A RESOLUTION GRANTING ADVICE AND CONSENT OF THE CITY COUNCIL FOR THE APPOINTMENT OF A MEMBER TO THE PLANNING COMMISSION.

WHEREAS, the City Manager has the responsibility and authority pursuant to Section 2.08.010 City of Holladay, Code of Ordinances to appoint individuals to various boards and commissions; and

WHEREAS, the City Manager has reappointed Marianne Ricks to serve as a member of the Planning Commission from District 3 for a term not to exceed three (3) years; and

WHEREAS, the City Council has the responsibility pursuant to Section 2.08.010 to give advice and consent on all appointments to City boards and commissions; and

WHEREAS, the City Council has met in regular session to consider this appointment.

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

Section 1. Appointment. The City Council hereby gives advice and its consent to the reappointment of Marianne Ricks to the Planning Commission to serve from District for a term of three (3) years, to expire on June 30, 2021.

Section 2. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 7th day of February, 2019.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Mark Stewart	Yea	___	Nay	___
Sabrina R. Petersen	Yea	___	Nay	___
Paul Fotheringham	Yea	___	Nay	___
Steven H. Gunn	Yea	___	Nay	___
W. Brett Graham	Yea	___	Nay	___
Robert Dahle	Yea	___	Nay	___

ATTEST:

Stephanie N. Carlson, MMC

DEPOSITED in the office of the City Recorder this 7th day of February, 2019.
RECORDED this 7th day of February, 2019.

CITY OF HOLLADAY

RESOLUTION No. 2019-

A RESOLUTION GRANTING ADVICE AND CONSENT OF THE CITY COUNCIL FOR THE APPOINTMENT OF MEMBERS TO THE DESIGN REVIEW BOARD AS ESTABLISHED IN SECTION 13.05A.010 OF THE HOLLADAY CITY CODE.

WHEREAS, the City Manager has the responsibility and authority pursuant to Section 2.16.010(c), City of Holladay, Code of Ordinances to appoint individuals to various boards and commissions; and

WHEREAS, the City Manager has appointed five members to serve as members of the Design Review Board for staggered terms not to exceed three (3) years; and

WHEREAS, the City Council has the responsibility pursuant to Section 2.12.010 to give advice and consent on all appointments to City boards and commissions; and

WHEREAS, the City Council has met in a regular session to consider these appointments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holladay that it gives its advice and consent to the appointment of the following to the Design Review Board for a term as specified. Said term shall be as follows:

<u>Name</u>	<u>Date Term Begins</u>	<u>Date Term Ends</u>
Wendy Ziegler	Feb. 7, 2019	Feb. 7, 2022

PASSED AND APPROVED this 7th day of February, 2019.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

W. Brett Graham	Yea	___	Nay	___
Mark H. Stewart	Yea	___	Nay	___
Sabrina R. Petersen	Yea	___	Nay	___
Paul Fotheringham	Yea	___	Nay	___
Steven H. Gunn	Yea	___	Nay	___
Robert Dahle	Yea	___	Nay	___

ATTEST:

Stephanie N. Carlson, MMC

DEPOSITED in the office of the City Recorder this 7th day of February, 2019.

RECORDED this 7th day of February, 2019.

CITY OF HOLLADAY

RESOLUTION No. 2019-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY ADOPTING
PUBLIC WORKS STANDARDS AND SPECIFICATIONS FOR THE CONSTRUCTION OF
PUBLIC WORKS WITHIN THE CITY**

WHEREAS, planning staff, including consulting engineers, of the City of Holladay have prepared and recommended to the City Council the adoption of Public Works Standards and Specifications governing the construction of public works within the City; and

WHEREAS, the City Council of the City of Holladay has reviewed the Public Works Standards and Specifications, has received appropriate professional advice regarding said Standards, and now desires to adopt the same as Land Use Regulations of the City;

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

1. Adoption. The Public Works Standards and Specifications of the City of Holladay, attached hereto as Exhibit A, and incorporated herein by reference, are hereby adopted by the City of Holladay as Land Use Regulations governing the construction of public works infrastructure within 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 ____ day of February, 2019.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

W. Brett Graham	Yea	____	Nay	____
Mark H. Stewart	Yea	____	Nay	____
Sabrina R. Petersen	Yea	____	Nay	____
Steven H. Gunn	Yea	____	Nay	____
Paul Fotheringham	Yea	____	Nay	____
Robert Dahle	Yea	____	Nay	____

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of February, 2019.

RECORDED this ____ day of February, 2019.

WHEN RECORDED MAIL TO:

Holladay Village Square, LLC
Attn. Ken Melby
4725 Holladay Blvd., #230
Holladay, Utah 84117

**FIRST AMENDMENT
TO
LICENSE AND ENCROACHMENT AGREEMENT**

This First Amendment to License Agreement is made this January __, 2019 (the “**Effective Date**”) by and between the City of Holladay (the “**City**”), and Kasey Enterprises, Inc., a Utah corporation, and Holladay Properties, LC, a Utah limited liability company (collectively, “**Developer**.”)

RECITALS

A. The Parties have previously entered into that certain License and Encroachment Agreement dated March __, 2017, and attached hereto as Exhibit 1 and incorporated herein by reference (the “Original Agreement”).

B. The Parties now, for their mutual benefit, desire to amend the Original Agreement to modify certain of the improvements and to clarify certain issues regarding the design of portions of the improvements relating to the access to the southwest corner of the property.

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. **Recitals.** The above recitals are incorporated herein.
2. **Amendment.** The Parties hereby agree that Exhibit B to the Original Agreement is hereby amended with the new plans for the encroachments into the public right-of-way on the southwest corner of the property as more particularly shown on Exhibit 2 to this First Amendment to License and Encroachment Agreement. All other improvements not affected by the plans attached in Exhibit 2 shall remain in full force and effect and shall be the governing documents relating to the encroachments that are approved by the Original Agreement.
3. **Design Responsibility.** The parties hereby acknowledge and agree that the City takes sole responsibility for the design of the right-of-way and improvements as set forth in Exhibit 2 of this First Amendment to License and Encroachment Agreement and shall be and remain solely liable and responsible for any defects in such design. The City hereby agrees, to the extent the improvements are constructed in accordance with the plans attached hereto as Exhibit 2, to defend, hold harmless and indemnify Kasey Enterprises, Inc., Holladay Properties, LC, Harmon City, Inc. and their respective lessees, officers, employees, agents, successors and

assigns from and against any claims, losses, liability, costs or damages resulting from any allegation that the improvements described and depicted on Exhibit 2 violate any provisions of the Americans with Disabilities Act or any related law or regulation. Except as modified specifically in this Section, all other provisions of Paragraph 5 of the License and Encroachment Agreement shall remain in full force and effect.

4. **Other Provisions Not Affected**. All other provisions of the Original Agreement not specifically modified by this First Amendment shall remain in full force and effect, without amendment.

5. **Recording**. The parties acknowledge that while the Original Agreement was recorded this First Amendment to the Original Agreement will not be recorded against the Property.

The City and Developer are signing this First Amendment as of the Effective Date.

ATTEST:

CITY OF HOLLADAY
a Utah municipal corporation

By: _____
Stephanie Carlson, City Recorder

By: _____
Robert Dahle, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

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

On the _____ day of January, 2019, the _____ of the City of Holladay, personally appeared before me and duly acknowledged tome that he/she executed the same on behalf of the City.

Notary Public

My commission expires:

Residing at:

KASEY ENTERPRISES, INC.
a Utah Corporation

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____ as _____ of KASEY PROPERTIES, INC, on behalf of said company.

Notary Public

My commission expires:

Residing at:

HOLLADAY PROPERTIES, LC
a Utah Limited Liability Company

By: _____
Name: _____
Title: _____

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

On the _____ day of _____, 2019, personally appeared before me _____ who being by me duly sworn did say that he/she is the _____ of **HOLLADAY PROPERTIES, LC**, a Utah limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.

Notary Public

My commission expires:

Residing at:

CITY OF HOLLADAY

RESOLUTION No. 2019-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY AMENDING THAT CERTAIN LICENSE AND ENCROACHMENT AGREEMENT PREVIOUSLY ENTERED INTO WITH KASEY ENTERPRISES, INC., AND HOLLADAY PROPERTIES, L.C.

WHEREAS, the City and Kasey Enterprises, Inc., and Holladay Properties, L.C., have previously entered into a License and Encroachment Agreement to authorize the construction of certain improvements relating to the Holladay Marketplace Development on or over City property; and

WHEREAS, the improvements relating to the Holladay Marketplace Development, at the southwest corner of the property, as constructed, do not conform to the approved plans for the Project; and

WHEREAS, the parties have together negotiated a resolution which will involve the reconstruction of a certain portion of the improvements at the southwest corner to conform to the plans originally approved by the City, with certain revisions affecting the public right-of-way; and

WHEREAS, the parties now desire to amend the License and Encroachment Agreement to conform the agreement to the approved construction plans;

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

1. Approval of First Amendment. The First Amendment to the License and Encroachment Agreement, attached hereto as Exhibit A, and incorporated herein by this reference, is hereby approved by the City Council 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 ____ day of February, 2019.

HOLLADAY CITY COUNCIL

By:_____

Robert Dahle, Mayor

[SEAL]

VOTING:

W. Brett Graham	Yea	____	Nay	____
Mark H. Stewart	Yea	____	Nay	____
Sabrina R. Petersen	Yea	____	Nay	____
Steven H. Gunn	Yea	____	Nay	____
Paul Fotheringham	Yea	____	Nay	____
Robert Dahle	Yea	____	Nay	____

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of February, 2019.

RECORDED this ____ day of February, 2019.

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: 0000002128 Version: 1 Desc: DRD Transport:3900SUpgradeRdwa
Supplier Name: HOLLADAY CITY
<p>Comments: DRD- Interlocal - County to transfer up to \$4,700,000.00 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for upgrade roadway, fill in missing sidewalk, bike lanes, enhancement of transit stops & improve curb & gutter to manage storm water along 3900 S between 2300 E and Wasatch Blvd. (See Exhibit A), as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance. Term to the earlier of (i) the date the City has been disbursed the Maximum Reimbursable Amount, (ii) the date the agreement is terminated, or (iii) 12/31/2024</p>
Contract Amount: \$4,700,000.00
Agency Name: Rgnl Trans, Housng & Econ Dev
Period Performance from 1/18/2019 to 12/31/2024
Procurement Type: EXI Exempt Interlocal
Reason Code:
Buyer: RMatthes

7.23



SALT LAKE COUNTY

2001 So. State Street
Salt Lake City, Utah 84114

Agenda Item

File #: 19-030

Topic/Discussion Title:

A resolution of the Salt Lake County Council approving execution of an interlocal cooperation agreement with City of Holladay providing for the transfer of county transportation funds for certain transportation projects within Salt Lake County.

Description: As part of the 4th quarter sales tax funding for multi-modal transportation provided by SB 136, the Mayor recommended, and the County Council approved \$4,700,000 in funding for the following project. Holladay 3900 South Upgrade/Reconstruction: Upgrade roadway, fill in missing sidewalk, bike lanes, enhancement of transit stops and improve curb and gutter to manage storm water. Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference.

Requested Action: Consent

Presenter(s): Wilf Sommerkorn and Helen Peters

Time Needed: Consent

Time Sensitive: Yes

Specific Time(s): Enter text here - if important to schedule at a specific time, list a few preferred times.

Requesting Staff Member: Helen Peters

Will You be Providing a PowerPoint: No

Please attach the supporting documentation you plan to provide for the packets. Agenda items must be approved by Wednesday at 11:00 am. While not ideal, if PowerPoint presentations are not yet ready, you can submit them by 10 am the Friday morning prior to the COW meeting. Items without documentation may be withheld from consideration for that COW meeting.

RESOLUTION NO. 5490

January 8, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH CITY OF HOLLADAY PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR CERTAIN TRANSPORTATION PROJECTS WITHIN SALT LAKE COUNTY.

WITNESSETH

WHEREAS, Salt Lake County (the "County") and City of Holladay (the "City") are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County now desires to enter into an interlocal cooperation agreement with City, which is attached hereto as ATTACHMENT A (the "Interlocal Agreement"), to provide for reimbursement of expenses;

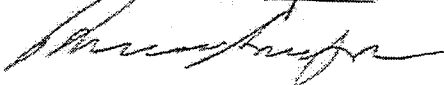
RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:


1. The Interlocal Cooperation Agreement between Salt Lake County and City is approved, in substantially the form attached hereto as ATTACHMENT A, and that the Salt Lake County Mayor is authorized to execute the same.

[Signature Page to Follow]

APPROVED AND ADOPTED, this 8th day of January, 2019.


Richard Snelgrove Chairperson

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	"Aye"
Council Member Bradshaw	"Aye"
Council Member Burdick	"Aye"
Council Member DeBry	"Aye"
Council Member Granato	"Aye"
Council Member Jensen	"Aye"
Council Member Winder Newton	Absent
Council Member Snelgrove	"Aye"
Council Member Wilson	"Aye"

APPROVED AS TO FORM:

Craig J.

Wangsgard

Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=sicounty,
ou=Departments, ou=District
Attorney, ou=Users, ou=GC, cn=Craig
J. Wangsgard,
email=CWangsgard@sico.org
Date: 2018.12.26 08:45:38 -0700

ATTACHMENT A
Interlocal Cooperation
Agreement with the City of Holladay

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

CITY OF HOLLADAY

This Interlocal Cooperation Agreement (this "Agreement") is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County") and **CITY OF HOLLADAY**, a municipal corporation of the State of Utah (the "City"). The County and the City may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

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

B. During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds").

C. On May 1, 2018, the Salt Lake County Council passed Ordinance 1829, imposing a .25% increase the County sales tax.

D. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) of the Code and all other applicable federal, state and local laws, rules and regulations.

E. The County and the City now desire to enter into this Agreement providing for the transfer of up to Four Million Seven Hundred Thousand Dollars and No Cents (\$4,700,000.00) of County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for upgrade roadway, fill in missing sidewalk, bike lanes, enhancement of transit stops and

improve curb and gutter to manage storm water along 3900 South between 2300 East and Wasatch Blvd. Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference along 3900 South between 2300 East and Wasatch Blvd, so long as such costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance.

AGREEMENT:

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

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **County Transportation Funds:** As defined in the Recitals above.
- (b) **Event of Default:** As defined in Section 6.1 below.
- (c) **Event of Force Majeure:** As defined in Section 7.4 below.
- (d) **Maximum Reimbursable Amount:** The amount specified for the Project in the Project Description attached hereto as Exhibit A.
- (e) **Project:** The transportation project or projects described in or determined pursuant to the Project Description.
- (f) **Project Description:** The project description attached hereto as Exhibit A.
- (g) **Project Element.** A discrete portion of the Project.
- (h) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described Utah Code Ann. §59-12-2219(11)(a)(ii) and in accordance with the Certificate of Grant Recipient.
- (i) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) December 31, 2024. The County and City legislative body hereby delegate to its respective Mayor the authority to extend this Agreement for an additional 3 one-year periods without legislative action.

(j) Request for Disbursement: A statement from the City, in the form attached hereto as **Exhibit B**, requesting an amount of County Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Transportation Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and the County Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) the Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any County Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii); and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to

the City. The County has no fiduciary or other special relationship with the City and therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is made to the City under this Agreement is consistent with the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii), and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Description, or any other information submitted to the County by the City, in making that determination.

ARTICLE 4 — DISBURSEMENTS

4.1. Conditions for Each Disbursement of County Transportation Funds. The County will not be obligated to disburse County Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Sufficient Funds. County has accumulated Sufficient County Transportation Funds to make the disbursement.

(b) Documents to be Furnished for Each Disbursement. The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(c) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(d) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(e) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(f) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of County Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of County Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of County Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed County Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of County Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which County Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the City's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Request for Disbursement or any other information submitted to the County under this Agreement and the wording of the Project Description will not be deemed to be a review or acknowledgement by the County as to whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 — COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

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

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this

Agreement; (iii) any improper use of the County Transportation Funds; or (iv) the City's breach of the Certificate of Grant Recipient attached hereto as Exhibit B. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

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

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

ARTICLE 6 —DEFAULTS AND REMEDIES

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

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

(a) Withhold further disbursement of County Transportation Funds to the City; and/or

(b) Reduce the amount of any future disbursement of County Transportation Funds to the City by the amount incurred by the County to cure such default; and/or

- (c) Terminate this Agreement.

ARTICLE 7 — MISCELLANEOUS

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

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

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

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

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

- (e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

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

- (g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

- (h) Voting of the County mayor and the City Mayor shall be based on one vote per Party.

- (i) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

- (j) The powers of the joint board are those described in this Agreement.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the

County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed County Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of County Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If County Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute County Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute County Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute County Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this

Agreement without liability or penalty, effective upon written notice to the City.

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

If to Salt Lake County: Department of Regional Transportation, Housing and
Economic Development
2001 South State, S2-100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
35 East 500 South
Salt Lake City, Utah 84111

If to the City: City of Holladay, Mayor
4580 S. 2300 E.
Holladay, Utah 84117

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

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

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

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

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

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

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

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

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

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

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By



Mayor or Designee

Dated:

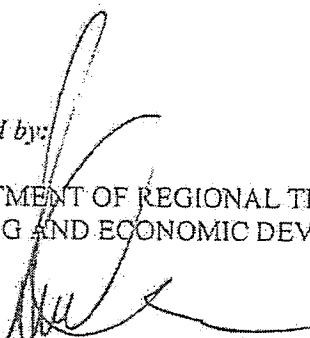
11/18

, 2019

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By


Witt Sommerhorn Stuart Clason

Acting Department Director

Dated:

Dec 27

, 2018

Approved as to Form and Legality:

Craig J.

By

Wangsgard

Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, uc=saltcounty,
ou=Departments, ou=District Attorney,
ou=Users, ou=GC, cn=Craig J.
Wangsgard,
email=CWangsgard@slco.org
Date: 2018.12.26 11:02:17 -0700

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12.26.18.docx

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

CITY OF HOLLADAY

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT A
PROJECT DESCRIPTION
for
CITY OF HOLLADAY

1) **Project Title:** 3900 South Upgrade/Reconstruction

Project Description:	Upgrade roadway, fill in missing sidewalk, bike lanes, enhancement of transit stops and improve curb and gutter to manage storm water along 3900 South between 2300 East and Wasatch Blvd. Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference along 3900 South between 2300 East and Wasatch Blvd.
Maximum Reimbursable Amount:	\$4,700,000.00

EXHIBIT B

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: City of Holladay – Interlocal Agreement for County Transportation Funds

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the "Agreement") between Salt Lake County (the "County") and City of Holladay (the "City"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** are attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City's representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County's review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any

particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20 ____.

CITY OF HOLLADAY

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

Project Title: 3900 South Upgrade/Reconstruction

[illegible]

This portion above is to be filled out by the City.

This portion below is to be filled out by the County.

Remaining County Transportation Funds _____

Page 17 of 17

CITY OF HOLLADAY

RESOLUTION NO. 2019-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR THE RECONSTRUCTION AND IMPROVEMENT OF 3900 SOUTH STREET WITHIN THE CITY.

WHEREAS, Salt Lake County (the “County”) and the City of Holladay (the “City”) are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §11-13-101 *et seq.*, and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, during the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. § 59-12-101 *et seq.*, to provide for implementation of a .25% increase in County Sales Tax to be used by the County for certain transportation purposes (hereinafter “County Transportation Funds”); and

WHEREAS, the County desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with the Utah Code Ann. § 59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County and the City now desire to enter into an interlocal cooperation agreement with the City of Holladay, which is attached hereto as Exhibit A, (the “Interlocal Agreement”), to provide for reimbursement of expenses related to the reconstruction and improvement of 3900 South Street between 2300 East and Wasatch Boulevard;

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

Section 1. Agreement Approved. 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 of Holladay is hereby authorized to sign the Interlocal 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 February, 2019.

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

W. Brett Graham	Yea	_____	Nay	_____
Mark H. Stewart	Yea	_____	Nay	_____
Sabrina R. Petersen	Yea	_____	Nay	_____
Steven H. Gunn	Yea	_____	Nay	_____
Paul Fotheringham	Yea	_____	Nay	_____
Robert Dahle	Yea	_____	Nay	_____

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this _____ day of _____, 2019.

RECORDED this _____ day of _____, 2019.



HOLLADAY CITY COUNCIL SUMMARY REPORT

MEETING DATE:

AGENDA ITEM:

TITLE: Associated sections affected by the new Tree Sustainability Ordinance

SUBMITTED BY: Planning Commission

SUMMARY:

Several sections of the zoning ordinance will be affected by the newly adopted Tree Sustainability language. These sections were included in the Planning commission's recommendation but were not forwarded at the time the new chapter was sent to the Council. Sections affected include:

- 13.76.700: (Supplementary Regulations) Fill Work and Land Excavations; Special Requirements
Removes references to "Clear Cutting"
- 13.08.150: (Administrative Procedures) Special Exceptions Authorized
Requires Tree Removal Permit for work in the waterways
- 13.77.020: (Landscaping) Applicability
Requires Tree Sustainability plan for all developments that require a Landscape Plan
- 13.03.030: (Submissions) Specific Submission Requirements for Three Step Review
Adds the Tree Sustainability Plan to the table of required submissions for Conceptual review and requires an approved Tree Removal permit at Preliminary.
- 13.73.060: (FCOZ) Landscaping and Vegetation
Changes text "significant" to "protected"
- 13.71.080: (HV) Development Standards
Changes text "significant" to "protected"
- 14.44: (Highways & Sidewalks) Street Trees
Text changes to comply with the new Street Tree section. Also, this section includes language to clarify that the abutting property owner is responsible for the maintenance of a street tree.

RECOMMENDATION:

The Planning Commission closed their public hearing on this matter on February 6th, 2018 and recommended approval by unanimous vote.

CONTACT PERSON: Paul Allred, Jonathan Teerlink

The following additional sections are affected by the proposal:

13.76.700: FILL WORK AND LAND EXCAVATIONS; SPECIAL REQUIREMENTS:

A. *Purpose and Intent:* No changes

B. *Permit Required:*

1. Grading permits are required for work on new developments, construction projects, rivers, washes, streams, floodplains, detention basins, dams, ditches, drainage culverts, slopes in excess of fifteen percent (15%), rock pits, roads, utilities, well drilling, ~~and clearing of any site which contains significant trees and/or vegetation.~~ Permitted and non-permitted work shall not encroach nor impact on adjacent properties. Sanitary (garbage) landfills and hazardous material depositories shall not be allowed. A grading permit may be combined with a building permit.
2. For work requiring a permit, plans and specifications shall be completed by a registered professional engineer and/or a registered professional landscape architect or registered professional arborist.
3. Retaining walls in excess of four feet (4') require a permit. Plans shall be submitted in accordance with subsection F of this section.

13.08.150: SPECIAL EXCEPTIONS AUTHORIZED:

The following special exceptions are authorized under this title:

A. *Development near Waterways:* The planning commission may grant an exception to the buildable area or portion of a buildable area as set forth in section 13.76.400 of this title upon receipt of a positive recommendation from the community development director and the technical review committee. The recommendation shall be based upon the following:

1. Consent of any state or federal regulatory body with jurisdiction over such waterways;
2. The location and age of existing structures within the same base flood elevation;
3. The current base flood elevation as per FEMA regulations;
4. Proposed measures to protect and preserve the existing riparian corridor; ~~and~~
5. An approved tree removal permit as required by section 13.77.090 of this title, and;
- ~~56.~~ Submittal by the property owner of a natural hazards disclosure and acknowledgment form.

13.77.020: APPLICABILITY:

- A. Landscape Plan: A detailed landscape plan as required by chapter 13.03 of this title shall be submitted for all development, redevelopment, additions or site modifications except for single-family homes on individual lots.
- B. Tree Sustainability Plan: A tree removal permit application as required by sections 13.77.080 and 13.77.090 of this chapter shall be submitted for all development or site modifications prior to approval of any demolition, building or development permit.
- BC. Applicability to Existing Structures: Existing development shall be required to conform to this standard based upon the following guidelines:
1. For additions that are twenty five percent (25%) to fifty percent (50%) of the existing structure or developed area, perimeter and right of way landscaping shall be installed.
 2. For additions that are greater than fifty percent (50%) of the existing structure or developed area, all current landscape standards of this chapter shall be met.
 3. If the location of existing buildings or other structures prevents conformance with the requirement of this section or if implementation would create nonconformity, the planning commission may grant relief from these standards as per section 13.77.130 of this chapter.

13.03.030: SPECIFIC SUBMISSION REQUIREMENTS FOR THREE STEP REVIEW:

In addition to the requirements of section 13.03.020 of this chapter, the submission requirements of a proposed land use, development or other matter which is subject to a three-step review as per section 13.08.010 of this title shall be as follows:

A. Conceptual Review: The following items shall be submitted to the community development director for conceptual plan review, unless waived by the community development director as not applicable:

1. Three (3) full size paper copies and one 11-inch by 17-inch paper copy of the proposed site plan composed of a scaled drawing of and information pertaining to, a proposed development site. A site plan shall include the following:

- a. North arrow.
- b. Name of development.
- c. Name, phone number and business address of applicant/developer and project designer.
- d. Name, phone number and business address of property owner.
- e. A vicinity map containing sufficient information to accurately locate the property shown on the plan.
- f. Tabulation table in the following format:

	Square Feet	% Of Total
Total area	-	-
Total building area	-	-
Total impervious area	-	-
Total landscaped area	-	-
<u>Total existing tree canopy coverage</u>	-	-

g. For residential uses, show the number of dwelling units and the overall units per acre.

h. For nonresidential uses, show the proposed distribution of uses in square feet within each separate structure.

- i. Proposed building elevations and the projected overall height from existing grade.
- j. Names and locations of fronting streets, public or private.
- k. Footprints of proposed and existing buildings.
- l. Building setback lines as required by the current zone standards.
- m. Existing and proposed drive accesses.
- n. Parking locations and number of spaces.
- o. Existing contours.
- p. Current zoning.

B. Preliminary (Technical) Review: For review of a preliminary application, the applicant shall submit to the community development director the following:

- 1. A copy of the approved conceptual application.
- 2. Three (3) full size paper copies of the preliminary site plan, drawn to scale (approximately 1 inch equals 40 feet) by a certified engineer, architect, or land surveyor, and one 11-inch by 17-inch paper copy containing the following information:
 - a. In a title block located in the lower right hand corner the following shall appear:
 - (1) The proposed name of the project, which name shall be approved by the community development department;
 - (2) The location of the project, including: address, and section, township and range;
 - (3) The names and addresses of the owner, the subdivider, if different than the owner, and of the designer of the site plan;
 - (4) The date of preparation, scale (no less than 1 inch to equal 40 feet) and the north arrow.
 - b. The preliminary site plan shall show the following existing conditions:
 - (1) The boundary lines of the proposed project indicated by a solid heavy line and the total approximate acreage encompassed thereby;

(2) All abutting property under the control of the applicant, even though only a portion is included in the development;

(3) The location, width and names of all existing public or private streets, and driveway entrances within two hundred feet (200') of the project boundaries and of all prior platted streets or other public ways, railroad and utility rights of way, parks and other public open spaces, permanent buildings and structures, permanent easements and section and corporation lines, within and abutting the project;

(4) The location of all wells, proposed, active and abandoned, and of all reservoirs within the project and to a distance of at least two hundred feet (200') beyond the project boundaries;

(5) Existing sewers, water mains, culverts or other underground facilities within the project and to a distance of at least two hundred feet (200') beyond the project boundaries, indicating pipe sizes, grades, manholes and exact location;

(6) Existing ditches, canals, natural drainage channels, and open waterways and proposed realignments;

(7) Contours at vertical intervals of not more than two feet (2'). The 100-year flood level of all watercourses, if any, shall be indicated in the same datum for contour elevations;

(8) All installed fire hydrants on or within five hundred feet (500') of the proposed subdivision;

(9) Current zoning designation, on and off site; and

(10) Location of all trees.

c. The preliminary site plan shall show proposed:

(1) Zoning;

(2) Areas intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the project;

(3) Building setback lines, including dimensions;

(4) Easements for water, sewers, drainage, utility lines and any other easements required by the planning commission's conceptual approval;

(5) Tabulations showing: ~~the square footage and percent of total area in:~~

(A) ~~Off street parking;~~

(B) ~~Buildings and/or buildable area;~~

(C) ~~Total floor space by use;~~

(D) ~~Landscaped areas; and~~

(E) ~~Impervious surfaces;~~

	<u>Square Feet</u>	<u>% Of Total</u>
<u>Off street parking</u>	=	=
<u>Buildings and/or buildable area;</u>	=	=
<u>Total floor space by use;</u>	=	=
<u>Landscaped areas; and</u>	=	=
<u>Impervious surfaces</u>		
<u>Total area of existing tree canopy coverage to be mitigated</u>	=	=

(6) Dimensioned parking layout showing location of individual parking stalls, driveways and other areas of ingress and egress;

(7) Location of consolidated open space;

(8) Location and type of solid waste disposal facilities.

3. A detailed landscaping plan. Such landscaping plans shall be prepared by a qualified professional, and shall include:

- a. Distribution of new plant material and trees described by name or type, and plans for slope control and/or other physical environmental changes;
- b. Special effects and decorative materials;
- c. Irrigation systems (sprinkler, bubbler, etc.);
- d. Recreation equipment;

e. An analysis of the impact of the development upon existing vegetation, especially as it relates to the removal of any significant trees;

f. Location and description (height, materials) of existing and proposed fences with any revised letters of agreement with abutting property owners; and

g. Location and description (dimensions, distance to property lines and type of lighting [direct or indirect]) of existing and proposed freestanding signs.

4. A tree removal permit application as required by Chapter 13.77 of this title.

5. Drawings of proposed structure elevations, including covered parking, showing the height, dimensions, appearance, materials proposed, and percentage of each material used on each building elevation, along with the location and description of any proposed wall signs.

56. A detailed lighting plan prepared by a professional and emphasizing energy conservation and compatibility with abutting and adjacent uses and using the minimum light necessary to achieve visibility and security.

67. A will-serve letter to the community development director from each utility company serving the project stating the company has reviewed the plan, its comments concerning the extent of service availability, and acceptance of the proposed location of all utility easements. A copy of the approved plan, initialed and stamped by the utility company shall be submitted with the letter.

78. A copy of proposed CC&Rs, if applicable.

89. Statement of the estimated starting and completion dates for each phase of development, including proposed grading work and any landscape work.

910. Two (2) full size paper copies of the proposed civil construction drawings, sheet not to exceed twenty four inches by thirty six (24" x 36), and one 11-inch by 17-inch size paper copy of each drawing with sufficient detail for construction of all improvements, stamped by the project engineer including:

a. Horizontal control.

b. Demolition.

c. Grading and drainage.

d. Erosion control.

e. Utilities, on site and off site.

- 1 f. Roadway design.
- 2 g. Civil details, general notes, etc.
- 3 h. Appropriate supporting documents showing compliance with state and
- 4 federal standards such as: air emissions, site pollution prevention measures and
- 5 water discharge standards.
- 6 10. To mitigate possible adverse impacts from the proposed development, the
- 7 technical review committee shall determine from a review of the preliminary site plan
- 8 whether the following additional information shall be submitted:
 - 9 a. Soil erosion, geological hazard and sedimentation studies and/or control
 - 10 plans and specifications. Such studies, control plans, and specifications shall be
 - 11 prepared by a qualified professional with the costs of preparation of such plans
 - 12 and specifications being borne by the applicant.
 - 13 b. A traffic study prepared by a qualified traffic engineer or other city
 - 14 qualified person.
- 15 C. Final Review: The following items shall be submitted to the community development
- 16 director for final review:
 - 17 1. A final site plan including all modifications or additions as required by the
 - 18 planning commission preliminary site plan approval.
 - 19 2. Title report as required by the city attorney.
 - 20 3. All final site engineering data and plans.
 - 21 4. Where applicable, a copy of the conditional use permit.
 - 22 5. Where applicable, an approved tree removal permit.

13.73.060: LANDSCAPING AND VEGETATION:

See also subsection 13.72.030H, "Tree and Vegetation Protection", of this title for those properties located in the foothills and canyons overlay zone.

A. Preserve existing trees and vegetation:

+ 1. To the maximum extent feasible, existing concentrations of ~~significant-protected~~ trees and vegetation shall be preserved and remain undisturbed as an important site amenity. For the purposes of this chapter, "~~significant-protected~~ trees and vegetation" shall be defined as set forth in section 13.04.040 of this title. (See also subsection 13.73.030E of this chapter.)

+ a. Notwithstanding the provisions set forth in this section, existing vegetation located within thirty feet (30') of the primary structure on a site shall be thinned and regularly maintained to help minimize the risk of property damage from wildfire, and to provide space for firefighting equipment and personnel.

o b. When landscaping within this thirty foot (30') firebreak area, use of fire resistant plants is strongly encouraged. (For a list of fire resistant plants, contact the Wasatch-Cache national forest, Salt Lake ranger district, or the Utah division of forestry, fire, and state lands.) See also subsection 13.72.030H3c, "Wildfire Hazards and Tree/Vegetation Removal", of this title.

+ 2. To the maximum extent feasible, dryland species shall be selected for slope revegetation, and irrigation will be minimized to reduce potential problems.

13.71.080: DEVELOPMENT STANDARDS:

The following minimum development standards shall apply in the HV zone. Application of the design guidelines set forth in section 13.71.090 of this chapter may require a higher standard to be met.

- A. Lot, Yard And Other Development Standards: Except as otherwise required by a provision of this section or section 13.71.090 of this chapter, the development standards shown on chart 13.71.1 of this section shall apply in the HV zone.

CHART 13.71.1

Development Standard	Amount
Lot area, minimum	5,000 square feet
Lot width, minimum	50 feet at 25 feet back from right of way
Lot frontage, minimum	50 feet
Build-to line	Buildings should abut the right of way line, where possible, except for proper architectural movement, plazas, sitting areas, art displays, or other justification as recommended by the DRB and approved by the planning commission
Maximum dwellings per acre	24
Right of way encroachments	Exception: Ornamental architectural features such as arcades, canopies, awnings, balconies, cornices, etc., and subsurface intrusions such as footings and foundations may be allowed to protrude into the right of way provided they do not interfere with the normal use of the right of way, after review and approval of the planning commission and subject to a license agreement approved by the city manager
Front setback, nonconforming	Expansion and remodeling permitted so long as nonconforming setback is not expanded
Maximum allowable impervious surface coverage	100 percent, except for buffering landscaping requirements for properties abutting non-HV residential uses, preservation of significant-protected trees, storm drain detention areas, etc.
Building width, maximum	No requirement
Building height, maximum ¹ , including screened mechanical equipment but excluding: 1) chimneys of 6 feet or less; 2) architecturally compatible elevator shafts 6 feet or less; 3) gables 4 feet or less	See figure 13.71.3 of this section
Land use for floor space abutting major streets and plaza within the Holladay Village zone	The street level floor space fronting and abutting major streets, 2300 East, Holladay Boulevard, Murray Holladay Road and Laney Avenue between 2300 East and Holladay Boulevard and floor space abutting Holladay Village Plaza, as shown on figure 13.71.4 of this section shall be retail uses ² only. Exception: Small street level lobby areas that lead to upper story uses

1 **14.44: ~~Shade~~ STREET TREES**

2
3 14.44.010: CARE OF TREES:

4 14.44.020: PLANTING LINE:

5 14.44.030: CONDEMNATION AND REMOVAL OF TREES:

6 14.44.040: ABUTTING PROPERTY OWNER RESPONSIBLE:

7
8 **14.44.010: CARE OF TREES:**

9
10 In all cases the abutting property owner who receives the beneficial use of and benefit from
11 protected street trees is to care for and water the same. Failure to care for protected street trees or
12 removal without a tree removal permit ~~may constitute a nuisance~~ is considered a violation of this
13 code and requires remediation and/or payment of a fine.

14
15 **14.44.020: PLANTING LINE:**

16
17 The line on which the street trees are to be centered within a city highway right of way shall be
18 determined by the ~~department~~ city.

19
20 **14.44.030: CONDEMNATION AND REMOVAL OF TREES:**

21
22 The ~~department~~ city, upon giving proper notice to abutting property owner, shall have the
23 authority to ~~condemn and remove~~, trim or prune, or order the removal, pruning or trimming by
24 the abutting property owner of, any tree, tree stump, shrub or vine upon any city roads, avenues,
25 or ways where the tree, tree stump, shrub or vine is dead, diseased or for any other reason
26 undesirable. The ~~department~~ city shall have authority to trim or prune any ~~road~~ street tree or
27 remove any street tree that is in violation of any city ordinance, without serving notice upon the
28 abutting property owner.

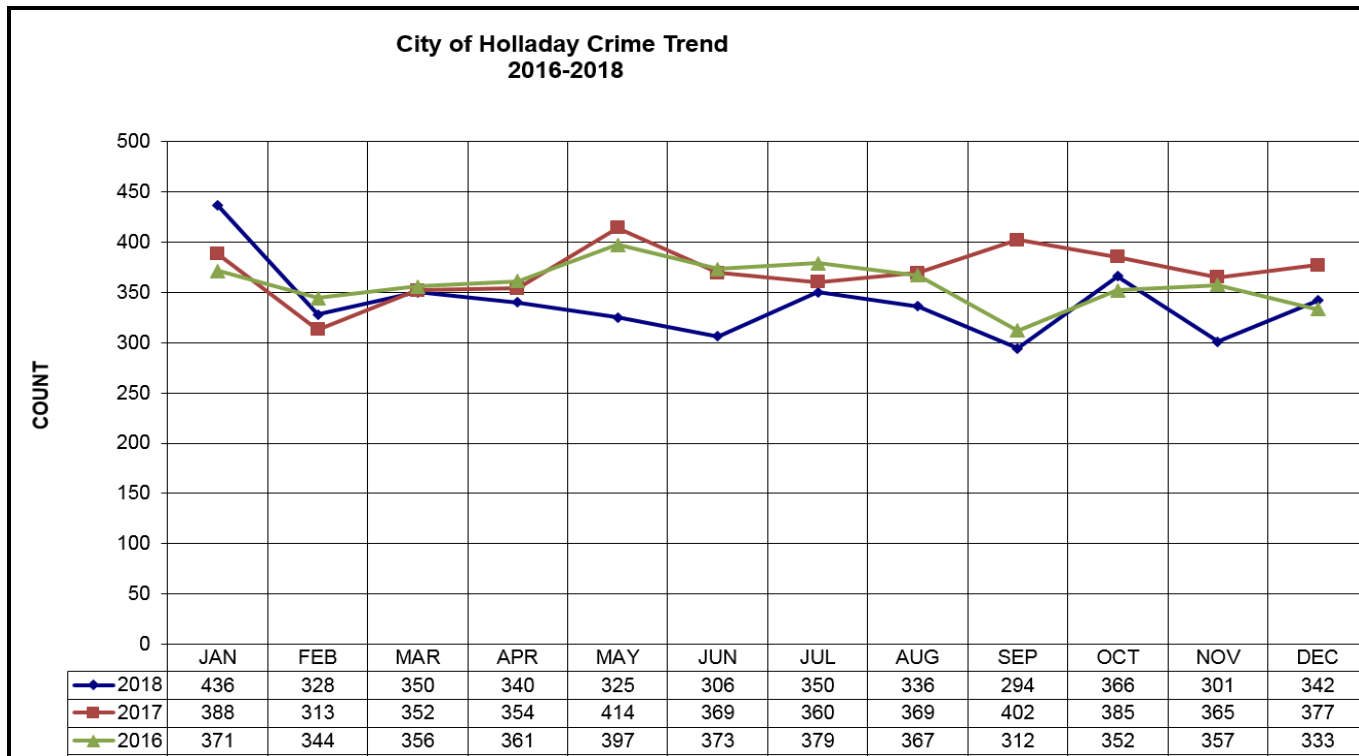
29
30 **14.44.040: ABUTTING PROPERTY OWNER RESPONSIBLE:**

31
32 The owner of a parcel of property abutting a public right of way is responsible for the
33 maintenance and, if necessary, replacement of a protected street tree(s). A person who damages
34 any street tree(s), negligently or otherwise, is liable for the full cost of replacement.

Unified Police Department Holladay Precinct Jan-Dec 2018 Statistics

	January	February	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Patrol Activity (14 patrol officers)	2018 -Holladay City											
Total Calls (911 & non-emergency CAD)	1132	936	1008	1087	1082	1098	1212	1137	1018	1025	969	1093
Total Cases	436	328	350	340	325	306	350	336	294	366	301	342
Calls per Officer	81	67	72	78	77	78	87	81	73	73	69	78
Booking Arrests	17	5	7	7	13	11	8	14	9	9	8	9
Citations	261	177	162	222	211	68	181	168	190	240	181	246

Response Times- Average	
Priority 1	2 min
Priority 2	7 min
Priority 3	10 min



Holladay Precinct FTE Count		
Precinct Chief		1
Executive Lt.		1
Sergeants		6*
Patrol & Detectives		23
Office Coordinator		1
Victim Advocate		1
Total		33

PATROL ACTIVITY REPORT / HOLLADAY PRECINCT / DECEMBER 2018

	D	J	F	M	A	M	J	J	A	S	O	N	D
ARSON							1						1
ASSAULT	12	10	9	9	5	11	12	12	6	5	5	7	6
BURGLARY	11	13	11	9	13	8	6	3	8	6	15	4	9
BURGLARY ALARM	28	41	35	35	30	34	38	48	42	25	35	31	31
CIVIL RIGHTS							1						
CONSERVATION			2				1			1			
COUNTERFEITING		2			1								
CRIMES AGNST PER	1		1										
DAMAGED PROP	16	8	4	10	13	12	8	10	8	10	21	17	11
DRUG COURT		1											
DRUGS	7	11	8	7	7	1	2	2	4	4	7	6	2
EMBEZZLEMENT													
ENTICEMENT													
ESCAPE (WARRANT)	1	3	1	3	3	4	3	2	1	3	2	2	1
EXPLOITATION													
EXTORTION					1								
FAMILY OFFENSE	19	18	16	18	19	18	18	16	25	17	20	14	13
FORGERY	2	1	1	3		2			4	4	1	1	
FRAUD	14	17	17	8	6	7	7	25	13	4	15	13	7
GAMBLING													
HEALTH/SAFETY	2			1		1	1	2	1			1	1
HOMICIDE													
INV OF PRIVACY	1	2	3	2	3	4	3		4	7	3		3
JUVENILE OFF				1									
KIDNAP	2	1	2	3	2	2		2	3	3		1	1
LARCENY	35	56	29	34	37	21	31	44	36	34	67	47	36
LIQUOR					1	1				1			
MORALS													
OBSCENITY													
OBST JUDICIAL													
OBST POLICE		2	1				2		1				
PROACTIVE ENF													
PROPERTY CRIME													
PROSTITUTION											4		3
PUBLIC ORDER	77	70	56	81	79	74	74	69	60	64	47	49	62
PUBLIC PEACE	66	74	58	53	58	58	39	54	48	43	56	50	67
ROBBERY	7	1	2			2					2		
ROBBERY ALARM	5	1	2	2	2	2	2	3	2	1	5	5	2
RUNAWAY	3	5	4	7	5	1	3		1	1	2		1
SEX ASSAULT		5	1	1	2		2	2	1	3	1	3	1
SEX EXPLOIT			1				1						
SEX OFFENSE	2	2	3	3	4	3	2		5	1		1	
STOLEN PROP		1											
STOLEN VEHICLE	19	25	8	7	9	7	1	7	7	8	8	9	11
TRAFFIC	47	66	53	53	40	52	49	48	56	49	48	39	69
WEAPON OFFENSE											1	1	3
(blank (no ncic yet))											1		1
TOTAL	377	436	328	350	340	325	306	350	336	294	366	301	342