

**NOTICE OF MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, MARCH 14, 2019**

**COUNCIL CHAMBERS
4580 S 2300 E
HOLLADAY, UTAH 84117**

5:00 p.m. **Council Dinner** – *Council members will be eating dinner. No city business will be discussed.*

5:30 p.m. **Briefing Session** - *The Council will review and discuss the agenda items; NO decisions will be made*

PUBLIC NOTICE IS HEREBY GIVEN that the Holladay Municipal Council will hold a City Council meeting in the Council Chambers beginning at **6:00 p.m.** It is possible that a member of the Council will be participating by electronic means. The Council Chambers shall serve as the anchor location. * Agenda items may be moved in order, sequence and time to meet the needs of the Council

AGENDA

- I. **Welcome** – Mayor Dahle
- II. **Pledge of Allegiance**
- III. **Public Comments**
Any person wishing to comment on any item not otherwise on the agenda may address the Council during the public comment period. Comments are subject to the Public Comment and Policy set forth below
- IV. **Public Hearing on Proposed Amendment to Title 13 Regarding Self-Service Storage**
(hearing on removing self-service storage as a conditional use in the C-2 zone)
- V. **Consideration of Ordinance 2019-06 Adopting an Amendment to Title 7.02.060(B) Procedures at Administrative Enforcement Hearings**
- VI. **Consideration of Resolution 2019-11 Adopting an Interlocal Agreement with Millcreek City for Cost Sharing on 3900 S Reconstruction**
- VII. **Consent Agenda**
a. **Approval of Minutes** – Feb. 7, 21 & 28, 2019
- VIII. **City Manager Report** – Manager Chamness
a. Financial Update
- IX. **Council Reports & District Issues**
- X. **Recess City Council in a Work Meeting**
a. **Discussion on Public Works Contract with Salt Lake County**

b. Discussion on a Proposed Sustainable Energy Policy

c. Discussion on Previous Public Hearing

d. Discussion on Critical Intersection Projects

e. Review of 2019 Goals

f. Calendar

March Council Mtgs –28

April Council Mtgs – 4 & 18

May 23 – Knudsen Park Opening (?)

XI. *Closed Session pursuant to Utah Code Section 52-4-204 & 205 to Discuss Personnel Issues, Potential Litigation and Property Acquisition and Disposition (if needed)*

XII. *Adjourn*

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

CERTIFICATE OF POSTING

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

DATE POSTED: MONDAY, MARCH 11, 2019 @ 11:00 AM

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

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



HOLLADAY CITY COUNCIL SUMMARY REPORT

MEETING DATE: March 14, 2019

TITLE: Ordinance Amendment: Remove “Self-Service Storage” as Conditional Use in the RM Zone

SUBMITTED BY: Planning Commission

SUMMARY:

In light of reaction (resident and Planning Commission alike) to an recent application to convert a historically retail (restaurant) area to a proposed indoor self-service storage complex, the City Council has determined that new storage units is not conducive to purposes of the City’s commercial zones, and therefore enacted a temporary zoning regulation. By motion, the City Council directed staff to prepare an amendment to Title 13 of the Holladay Ordinance to remove the use for the C-2 zone, the only zone that allows self-service storage units.

After holding the required public hearing on January 22nd (no public comments were made), the Planning Commission unanimously moved to recommend the draft text as drafted.

ANALYSIS:

- Self-Service Storage is a defined primary land use (conditional) available in only the C-2 zone.
- As defined, this use is, “*a building or group of buildings containing separate, individual and private storage space of varying sizes available for lease or rent for varying periods of time*”.
- Self-Service Storage should not be confused with the accessory land use, Outdoor Storage. Outdoor Storage is an ancillary use normally associated with retail uses providing “*The continuous storing outside a building, of goods, materials, merchandise, or equipment for more than twenty four (24) hours.*”
- All references to Self-Service Storage have been removed as indicated in the draft amendment.
- Currently, there are three known storage uses **in** the city;
 - Holladay Self Storage LLC at 6075 S Highland Drive (legal)
 - Brown Indoor storage at 2240 E Laney Ave (grandfathered – now demolished)
 - Outdoor RV storage at 2228 E 6380 S (grandfathered)
 - Outdoor RV storage at 6400 S 2300 E (grandfathered)

RECOMMENDATION:

Staff recommends the Council to hold their public comment period and discussing this matter as needed with staff.

CONTACT PERSON: Jon Teerlink or Paul Allred

1 **13.04.040: DEFINITIONS OF TERMS:**

2
 3 SEASONAL SALES: A portable structure, including a vehicle, without a permanent foundation, for use
 4 on a temporary or seasonal basis, from which goods or merchandise are sold or where a service is
 5 provided which is utilized on the premises. (See section [13.76.250](#) of this title.)
 6

7 ~~SELF SERVICE STORAGE: A building or group of buildings containing separate, individual and private~~
 8 ~~storage space of varying sizes available for lease or rent for varying periods of time~~
 9

10 SETBACK: The required minimum horizontal distance that a building, structure, or use must be set back
 11 from a specific property line.
 12

13
 14 **13.100.010: TABLE OF ALLOWED USES:**
 15

C	=	Conditional use	P	=	Permitted use
-	=	Not allowed	SDMP	=	Site development master plan

16

Use	All FR Zones	R-1-4, R-1-8, R-1-10, R-1-15	R-1-21, R-1-43, R-1-87	R-2-8/ R-2-10	R-M	O-R-D	P	RO	NC	C-1	C-2	HV	R/M-U	LU
Primary Uses														
Industrial and manufacturing:													See SDMP	See chapter 13.63 of this title
Building materials sales and services	-	-	-	-	-	-	-	-	-	P	P	-		
Disinfecting and exterminating	-	-	-	-	-	-	-	-	-	-	C	-		
Educational and scientific research, medical/dental laboratories	-	-	-	-	-	P	-	C	-	P	P	-		
Landscaping installation and maintenance	-	-	-	-	-	-	-	-	C	P	P	-		
Manufacturing	-	-	-	-	-	C	-	-	-	C	C	-		
Self-service storage	-	-	-	-	-	-	-	-	-	-	C	-	 	
Planned unit development:													See SDMP	See chapter 13.63 of this title
Mixed-use planned unit development	-	-	-	-	C	-	-	-	-	C	C	C		

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CITY OF HOLLADAY

ORDINANCE No. 2019-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOLLADAY AMENDING SECTION 7.02.060.B OF THE MUNICIPAL CODE OF THE CITY OF HOLLADAY RELATING TO BURDEN OF PROOF FOR VIOLATIONS.

WHEREAS, the City Council of the City of Holladay finds that it is necessary to amend certain provisions of the Municipal Code of the City of Holladay in order to more properly allocate the burden of proof in administrative appeal matters;

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

Section 1. Amendment. Section 7.02.060.B is hereby amended to read in its entirety as follows:

B. Burden of Proof for Violation: A party alleging a violation of this Code shall bear the burden of proof to establish the existence of a violation of this Code or applicable state codes.

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

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

PASSED AND APPROVED this day of March, 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

7.02.060: PROCEDURES AT ADMINISTRATIVE ENFORCEMENT HEARING:

B. Burden of Proof for Violation: ~~The city~~A party alleging a violation of this Code shall bear the burden of proof to establish the existence of a violation of this code or applicable state codes.

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the “Agreement”) is entered into by and between **MILLCREEK CITY**, a municipal corporation of the State of Utah (“Millcreek”) and **CITY OF HOLLADAY**, a municipal corporation of the State of Utah (“Holladay”). Millcreek and Holladay may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. Millcreek and Holladay are public agencies as defined by the Utah Interlocal Cooperation Act *Utah Code Ann.*, Section 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 city to share its tax and other revenues with other cities.

B. During the 2018 General Session, the State Legislature passed SB 136 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.

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

D. Millcreek and Holladay previously submitted a joint grant application to the Salt Lake County Transportation Choice Fund seeking an allocation from that fund, which utilizes the additional County Sales Tax funds, for the improvement of 3900 South from Wasatch Boulevard to 2300 East. The Parties were awarded a grant in the amount of \$4.7 million from Salt Lake County, to be administered by Holladay.

E. Pursuant to the awarded grant, Holladay and Salt Lake County have previously entered into that certain Interlocal Cooperation Agreement providing for the County to transfer up to 4.7 million dollars of County transportation funds to Holladay to reimburse Holladay for certain costs incurred by Holladay for the reconstruction of 3900 South between Wasatch Blvd and 2300 East.

F. Millcreek and Holladay also previously submitted a joint grant application to the Wasatch Front Regional Council (“WFRC”) for Federal Surface Transportation Funds administered by WFRC for the purpose of making improvements to 3900 South from Wasatch Boulevard to 2300 East. The grant has been awarded to the Parties in the amount of \$4 million, to be administered by Millcreek.

G. Millcreek and Holladay now desire to enter into this Agreement to provide for the design and construction of 3900 South Street, from Wasatch Blvd. to 2300 East (the “Project”), with the Project to be administered by Millcreek but jointly funded by the Parties from the

above-referenced grants, for the regional benefit of the citizens of Salt Lake County and, specifically, for the residents of Millcreek and Holladay.

AGREEMENT

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

Section 1. Project Administration. The Parties agree that Millcreek shall act as the primary Project Administrator for the design Project. Millcreek shall contract with the contractor(s) for the design and construction of the necessary roadway improvements. Holladay shall participate in the approval of any procurement related documents for the Project and in the selection of a contractor for the design and/or construction of the Project. Holladay's approvals shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the Parties agreement that Millcreek shall act as the Project Administrator for the design and construction of the Project, the Parties agree that all costs relating to the Project shall be shared equally. The Parties further acknowledge that the Federal Surface Transportation Program grant funds require a "local match" of 6.77%, totaling approximately \$270,800, which will be shared equally.

Section 2. Invoices. Millcreek shall send monthly invoices related to the Project to Holladay. Provisions of this Agreement relating to invoices for the work are set forth in Section 5, below. Any disputes regarding invoices shall be handled by the joint administrators of this Agreement appointed by the Parties.

Section 3. Time for Performance. Parties acknowledge that funds for the Project from Salt Lake County have a termination date of December 31, 2024, plus applicable extension periods. The Parties acknowledge that time is of the essence and Millcreek agrees to use its best efforts to assure the Project is completed within the funding time established for receipt of the County grant funds.

Section 4. Representations and Warranties.

4.1 Parties' Representations and Warranties. The Parties hereby represent, covenant, and warrant to each other as follows:

(a) Use of County Transportation Funds. Any County Transportation Funds disbursed to Holladay by the County and paid to Millcreek will be used by Millcreek: (1) solely to reimburse costs actually incurred by Millcreek for the Project; and (2) in accordance with applicable federal, state and local laws, rules and regulations. Holladay shall be responsible to assure that the approved design and construction elements are consistent with and in compliance with the terms of the Interlocal Agreement between Holladay and the County.

(b) Use of Federal Surface Transportation Funds. Any Federal Surface Transportation Funds disbursed to Millcreek for the Project shall be used by Millcreek

solely for the Project and shall be utilized in a manner which is consistent and in compliance with all the terms and conditions of the awarded grant and consistent with the joint grant application submitted by the Parties.

(c) Effect of Invoice. Each invoice from Millcreek shall constitute a representation and warranty that the information set forth in such invoice is true and correct.

Section 5. Payments.

5.1 Conditions for Payment of Invoices. Holladay will not be obligated to pay any invoices to Millcreek to cover costs unless and until the following conditions have been satisfied:

(a) Documents to be Furnished for Each Payment. Millcreek has furnished to Holladay, for each and every invoice: (1) proof of payment by Millcreek for the work for which it is seeking reimbursement from Holladay pursuant to the invoice, or, (2) in the event the invoice seeks payment in advance for anticipated costs or partial work, sufficient information to demonstrate that advance payment is warranted or required by the relevant contract for design or construction.

(b) Completion of Project Element. Millcreek has completed or caused to be completed the Project element or elements to which the invoice relates or has provided a reasonable statement of the percentage of completion of work for the Project element which appropriately coincides with work completed.

(c) No Event of Default. No Event of Default, as set forth in Section 7, below, has occurred and is continuing beyond any applicable cure period.

(d) Warranties and Representations True. All warranties and representations made by Millcreek in this Agreement have remained true and correct and all warranties and representations made by Millcreek in the invoice are true and correct.

5.2 Invoices.

(a) In General. Millcreek agrees to respond in a timely manner to any reasonable requests made by Holladay for additional information relating to any invoice. Millcreek shall submit an invoice to Holladay no more frequently than once every thirty (30) days.

(b) Amount of Invoice. Subject to compliance with the terms and conditions of this Agreement, Holladay shall pay to Millcreek the amount requested by Millcreek in an invoice. However, if Holladay determines that Millcreek has not complied with any term or condition set forth in this Agreement or determines that Millcreek's invoice is deficient in any respect, Holladay may, in its sole discretion, decline to make a payment, or may make a partial payment based on the extent to which Millcreek has complied with the terms and conditions set forth in this Agreement.

(c) Payment of Invoice. Holladay shall, within thirty (30) days after receiving an invoice from Millcreek, either pay to Millcreek the amount requested by Millcreek or provide a written notice to Millcreek setting forth the reasons for non-payment or partial-payment.

(d) Disclaimer of Liability. Holladay will not be responsible in any manner to Millcreek or any third-party for the quality, design, construction, structural integrity, or health or safety features of the Project, notwithstanding Holladay's review and approval of Millcreek's invoices or any other information submitted to Holladay under this Agreement.

Section 6. Covenants and Agreements.

6.1 Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 630-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and the applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable Law.

(b) Indemnification. Millcreek agrees to indemnify, hold harmless, and defend Holladay, *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) Millcreek's breach of this Agreement; (ii) any acts or omissions of or by Millcreek, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; and/or (iii) breach of any condition of receipt for the Federal Surface Transportation grant funds. Millcreek agrees that its duty to defend and indemnify Holladay under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Holladay for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of Holladay. Millcreek further agrees that its indemnification obligations in this Section 6.1(c) will survive the expiration or termination of this Agreement.

(c) Indemnification. Holladay agrees to indemnify, hold harmless, and defend Millcreek, *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) Holladay's breach of this Agreement; (ii) any acts or omissions of or by Holladay, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; and/or (iii) breach of any condition of receipt for the Federal Surface

Transportation grant funds. Holladay agrees that its duty to defend and indemnify Holladay under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Millcreek for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of Millcreek. Holladay further agrees that its indemnification obligations in this Section 6.1(c) will survive the expiration or termination of this Agreement.

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

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

Section 7. Defaults and Remedies.

7.1 Event of Default. Failure of either Party to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the breaching Party on or before the expiration of a sixty (60) day period (or, if the non-defaulting Party 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 non-defaulting Party's written notice to the defaulting Party of the occurrence thereof shall constitute an Event of Default.

7.2 Remedies in the Event of Default. Upon the occurrence of any Event of Default, the non-defaulting Party may, in its sole discretion, and in addition to all other remedies conferred upon the non-defaulting Party 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 payment of funds; and/or
- (b) Reduce the amount of any future payment of funds by the amount incurred by the non-defaulting Party to cure such default; and/or
- (c) Terminate this Agreement.

Section 8. Miscellaneous

8.1 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 Holladay Mayor and the Millcreek 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 Holladay Mayor and the Millcreek 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.

8.2 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 Holladay and Millcreek, including the adoption of any necessary resolutions or ordinances by Holladay and Millcreek authorizing the execution of this Agreement by the appropriate person or persons for Holladay and Millcreek, 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

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 law or its own ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any Holladay officer or employee or former Holladay officer or employee to breach any of the ethical standards set forth in State law or its own ordinances.

8.6 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.

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

8.8 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.

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

8.10 Agency. No officer, employee, or agent of Millcreek or Holladay 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. Millcreek and Holladay 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.

8.11 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.

8.12 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.

8.13 Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered

by facsimile or email will be deemed an original signed copy of this Agreement.

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

ATTEST:

CITY OF HOLLADAY
a Utah municipal corporation

By: _____
Stephanie Carlson, City Recorder

By: _____
Robert Dahle, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

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

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

Notary Public

My commission expires:

Residing at:

ATTEST:

MILLCREEK CITY
a Utah municipal corporation

By: _____
Elyse Greiner, City Recorder

By: _____
Jeff Silvestrini, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

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 MILLCREEK CITY PROVIDING FOR THE DESIGN AND CONSTRUCTION OF 3900 SOUTH STREET WITHIN THE CITY.

WHEREAS, Millcreek City (“Millcreek”) 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, Millcreek and the City previously submitted a joint grant application to the Salt Lake County Transportation Choice Fund seeking an allocation from that fund, which utilizes the additional County Sales Tax funds, for the improvement of 3900 South from Wasatch Boulevard to 2300 East. The Parties were awarded a grant in the amount of \$4.7 million from Salt Lake County, to be administered by the City.

WHEREAS, Millcreek and the City also previously submitted a joint grant application to the Wasatch Front Regional Council (“WFRC”) for Federal Surface Transportation Funds administered by WFRC for the purpose of making improvements to 3900 South from Wasatch Boulevard to 2300 East. The grant has been awarded to the Parties in the amount of \$4 million, to be administered by Millcreek.

WHEREAS, Millcreek and the City now desire to enter into an Interlocal Agreement, which is attached hereto as Exhibit A, (the “Agreement”) to provide for the design and construction of 3900 South Street, from Wasatch Blvd. to 2300 East (the “Project”), with the Project to be administered by Millcreek but jointly funded by the Parties from the above-referenced grants, for the regional benefit of the citizens of Salt Lake County and, specifically, for the residents of Millcreek and the City.

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.

**MINUTES OF THE
HOLLADAY CITY COUNCIL MEETING**

**Thursday, February 7, 2019
Mt. Olympus Room
4580 South 2300 East
Holladay, UT 84117**

BRIEFING SESSION - 5:30 p.m.

ATTENDANCE:

Mayor Rob Dahle
W. Brett Graham
Steven Gunn
Mark Stewart
Sabrina Petersen
Paul Fotheringham

City Staff:
Gina Chamness, City Manager
Todd Godfrey, City Attorney
Stephanie Carlson, City Recorder

Mayor Dahle called the Briefing Session to order at 5:33 p.m. The agenda items were reviewed and discussed.

New members appointed to the Design Review Board (DRB) were identified.

Manager Chamness commented on the adoption of Public Works Standards and stated that two or three years ago the Legislature created a requirement that cities adopt Public Works Standards so that developers and others understand what the requirements are. There was a request to adopt an agreement to reflect the design that was submitted the previous May for the corner of Murray Holladay Road and Holladay Boulevard.

Mr. Godfrey stated that on that corner there is a public sidewalk with a drop off. Staff had been working with the developer to remove the step down and have it slope out gradually to the street. A split was proposed with the developer paying 53% and the City paying 47%. The developer had since suggested that it be split 50/50, which equates to an additional \$2,000 to be paid by the City.

**MINUTES OF THE
HOLLADAY CITY COUNCIL MEETING**

**Thursday, February 7, 2019
City Council Chambers
4580 South 2300 East
Holladay, UT 84117**

Council Meeting 6:00 p.m.

ATTENDANCE:

Mayor Paul Dahle
W. Brett Graham
Steven Gunn
Mark Stewart
Sabrina Petersen
Paul Fotheringham

City Staff:
Gina Chamness, City Manager
Todd Godfrey, City Attorney
Stephanie Carlson, City Recorder

I. *Welcome* – Mayor Pro-Tem Fotheringham.

Mayor Pro-Tem Fotheringham called the meeting to order at 6:04 p.m.

II. *Pledge of Allegiance.*

The Pledge was led by Weston Holtby.

Council Member Peterson moved to address agenda item number 10 out of order and address it next. Council Member Stewart seconded the motion. The motion passed with the unanimous consent of the Council.

The Council next addressed agenda item number 10 after which they continued with the agenda as printed.

III. *Public Comments.*

Wally Earl - 4640 Cresthill Cir. He addressed a proposed Code changes to parking exceptions. He lives at the end of a cul-de-sac and would like to have angled parking be permitted there. Council Member Petersen offered to take the matter up and update Chief Hoyal on the situation.

There were no further public comments. The public comment period was closed.

IV. *Reports.*

a. Olympus Jr. High – Earthquake Presentation.

Mrs. Brown, a Science teacher from Olympus Jr. High School, reported that she teaches 7th, 8th, and 9th graders. She introduced 8th graders who had been working on a project on earthquake preparedness. This year their class focused on emergency preparedness for the special project. Details of the project were described. It was noted that earthquakes occur periodically every few hundred years. The severity increases the greater the interval between earthquake events. This area is currently overdue for a major earthquake of a 7 or greater on the Richter scale. The Wasatch Fault is one of the most active faults in Utah because and runs through the City of Holladay. It is estimated that 12,000 to 14,000 earthquakes occur every year with devastating

effects. A survey was sent to Holladay residents that showed that a large proportion of residents do not feel safe and are concerned that their homes will be compromised in the event of an earthquake.

A safe location needs to be identified for after an earthquake. Most residents do not have a clear plan of what to do in an emergency. It was suggested that the City put a plan in place to help keep residents safe in the event of an earthquake. It was suggested that 31 emergency locations be identified with each accommodating 1,000 people. Holladay does not have a solid emergency plan. Their goal as a class was to help develop such a plan. Churches are starting to prepare for an earthquake but that does not protect all citizens. An emergency preparedness seminar was held in 2017 to help prepare the community for an emergency. It was suggested that the City establish an Earthquake Emergency Plan that is easy to follow. It should include recommended supplies, locations for all muster points, and instructions on how to act during and after an earthquake. Items to be included in an emergency kit were identified as food, water, clothing, a first aid kit, and miscellaneous supplies.

The City's Community Emergency Response Team (CERT) was formed in 1993 and educates volunteers about disaster preparedness. Volunteers are also trained in basic disaster response skills. CERT is helpful because it trains volunteers for light emergency relief and allows professionals to focus on the most demanding relief efforts. CERT makes communities stronger and encourages a strong sense of well-being. Citizens should be informed of the dangers so that they can be better prepared.

A mapping program was used to create a civil map and an interactive map was also available. It was noted that the fault crosses I-215 three different times in Holladay. Meeting places are important during an emergency and should be earthquake proof. There should also be fire extinguishers available and food storage as well as restroom facilities and protection from the weather. Individuals should be appointed to take charge during emergencies. Guidelines were prepared for families and individuals.

Council Member Petersen stated that Dave Chisholm is the City's Emergency Preparedness Coordinator. She suggested the students get in touch with him. Mrs. Brown stated that no clear information is available on the City's website and suggested that it be disseminated to the public.

b. Quarterly UFA Report – Chief Watkins.

Chief Wade Watkins presented the Quarterly UFA Report and reported that they have changed the staffing model. On every ambulance they currently have a part-time EMS member and a full-time paramedic. Culturally, paramedics within UFA always have had a partner. Regardless, on every call within UFA's service area there will always be two paramedics, however, the recent change allows for one or two paramedics to go to the hospital depending on the acuity of the call. This option enables one paramedic to always be in service. Chief Watkins had already seen great benefits and an opportunity for younger EMS members to be mentored by paramedics.

Chief Watkins reported that every incident will now have a paramedic on the first arriving unit who will be able to assess and care for the patient all the way to the hospital. The other members of the first arriving crew are all EMTs. A heavy apparatus and ambulance will continue to respond to medical emergencies. Once both units are on scene, there will be two paramedics to handle advanced life support emergencies. With a four-person crew, one person on the heavy

apparatus will go to the hospital with the ambulance crew leaving the three-person crew available for immediate response. Firefighters and paramedics will rotate between ambulances and heavy apparatus, which will decrease burnout. This is a preventative measure that will be beneficial. Chief Watkins reported that crews work under the licensure of a doctor. Intensive training had taken place over the past two months.

Chief Watkins stated that currently, they are experiencing hiring challenges. He noted that the cost is lower because they are augmenting their services with part-time help. The intent of the Fire Chief is to upgrade those positions to full-time allocations and reduce the reliance on part-time EMS personnel. They have discovered that having full-time employees results in consistency.

The goal of the changes was to keep the cost as low as possible. Chief Watkins reported that Holladay is sixth in terms of call volume with 149 calls. There were 28 fire calls in December and 121 medical calls. The majority of calls were falls, traffic accidents, and sick person with many that were EMS-related.

c. Quarterly UPD Report – Chief Hoyal.

Chief Justin Hoyal presented the UPD Quarterly Report and reported that for 2018 the numbers were down in terms of crime. In 2017, Unified Police in the Holladay Precinct responded to 1,117 cases. Reference was made cases rather than calls since multiple calls are frequently received on one particular case. They responded most often to burglar alarms, domestic violence cases, vandalism, public order/public peace, and traffic accidents.

With respect to Priority 1 calls, the department maintained an average response time of two minutes. Priority 2 calls range from 7 to 10 minutes while Priority 3 calls were a maximum of 10 minutes. Nationally, the standard for Priority 1 calls is 3 to 4 minutes.

Chief Hoyal reported that during the last quarter of the month, the Holladay Precinct conducted various operations. In November there was an increase in vehicle burglaries. Detectives conducted covert operations at night and noticed that the burglaries stopped. During that quarter, the High-Risk Victim Unit conducted a prostitution sting and made three arrests. Specific cases were described.

Chief Hoyal reported that over the past year he had been assigned to the Dispatch Center and oversaw the merger with the Valley Emergency Communications Center (VECC). The project wrapped up on January 1 at which time the UPD dispatchers became dispatchers for VECC.

V. Public Hearing on Proposed 2018-19 Budget Amendments.

Manager Chamness reported that from time to time during the fiscal year the Council needs to amend the budget. One of the proposed amendments included an increase in legal services. The other was a technical adjustment to reflect funds received for construction of Knudsen Park.

Mayor Pro-Tem Fotheringham opened the public hearing at 6:57 pm. There were no public comments, Mayor Pro-Tem Fotheringham closed the public hearing at 6:5:10 pm.

VI. Public Hearing on Proposed Amendment to Title 13 Creating a New PO (Professional Office) Zone.

Jonathan Teerlink, City Planner reported that over the past few couple months, the Planning Commission and staff conducted a study enacted by former Councilman Lynn Pace to review professional office uses within the RM zone, which allows for professional office uses. This becomes problematic when a rezone is proposed. Staff created a draft that would amend the RM zone and remove every office use and subsequently create a Professional Office (PO) zone. The current draft consists of two pieces of law. One is an amendment to the RM zone and the other is the creation of a new zone.

Mr. Teerlink explained that the cross-hatched areas on the map are office buildings in the RM zones. The intent was for the Planning Commission to hold an open house where property owners who would like to have the PO applied to their property could do so. The owner of an office building in the RM is currently restricted in terms of use and potential tenants. Requesting a PO zone designation would allow them to expand their options. It was noted that a work session on the matter was scheduled within the next few weeks.

Mayor Pro-Tem Fotheringham opened the public hearing at 7:02:50 pm.

Bruce Holmes- owner of Medical Village at 4500 S 2180 E. He stressed the significance of the proposal. He was concerned that his choices were being limited. Presently, the RM zone gives him the option of renting his property as an office building or developing condominiums. If one of the options is eliminated, he will be downzoned and his rights will be taken away. Mr. Holmes asked if the property owner will be forced to choose or be grandfathered in.

Mr. Teerlink explained that in Mr. Holmes' case, his property is an office use in the RM zone. If the proposed PO zone were approved, he could choose to have it applied to his property to expand the uses that exist there currently. He clarified that Mr. Holmes would have to choose office or residential. Mr. Holmes expressed his strong opposition to any change to the current zoning of his property.

Mr. Godfrey explained that the property owner has non-conforming related to his current use. If the regulations of the RM zone are changed and remove the office component, he will not be forced to close his doors. If Mr. Holmes could choose to convert the office use to a residential multi-family use, as long as it complies with the zoning regulations in effect at that time. A person in a converse situation who is currently using their property in a multi-family situation that wants to use it for professional office would have to seek a zone change.

There were no further public comments. Mayor Pro-Tem Fotheringham The public hearing was closed.

VII. *Public Hearing on Proposed Street Vacation – Holladay Boulevard within Knudsen Park.*

Mr. Teerlink stated that the above matter involves a recommendation from the Planning Commission to the City Council to vacate a portion of Holladay Blvd as it is developed as Knudsen Park. The vacation is critical as it eliminates the right-of-way access to the middle of the park, which is no longer needed. It also creates a correction in the VECC center line data.

Mayor Pro-Tem Fotheringham opened the public hearing at 7:09:37. There were no public comments. Mayor Pro-Tem Fotheringham closed the public hearing at 7:09:45 pm.

VIII. *Consideration of Ordinance 2019-01 Vacating a Certain Portion of Right-of-Way.*

Mayor Dahle moved to adopt Ordinance 2019-01 vacating a certain portion of right-of-way. Council Member Stewart seconded the motion. The Council roll call vote was as follows: Council Members Stewart, Gunn, Petersen, Graham, Fotheringham, and Mayor Rob Dahle in favor. Ordinance 2019-01 was adopted by a unanimous vote.

IX. *Consideration of Resolution 2019-03 Granting the Advice and Consent for the Re-Appointment of a Member to the Planning Commission.*

Council Member Petersen moved to adopt Resolution 2019-03 granting the advice and consent for the reappointment of a member of the Planning Commission and reappointing Marianne Ricks. Mayor Dahle seconded the motion. The Council roll call vote was as follows: Council Members Stewart, Gunn, Petersen, Graham, Fotheringham, and Mayor Rob Dahle in favor. Resolution 2019-03 was adopted by a unanimous vote.

X. *Consideration of Resolution 2019-04 Granting the Advice and Consent for the Appointment of a Member to the Design Review Board.*

Chair Pro-Tem Fotheringham reported that the above appointment is for Wendy Ziegler to the Design Review Board.

Council Member Petersen stated that Ms. Ziegler is in her district and has worked with her for many years. She was very pleased to have her on the Design Review Board (DRB). She explained that the DRB was tasked with the design of the Village Center. They have done a very good job and have been of great service to the City.

Council Member Petersen moved to approve Resolution 2019-04 granting the advice and consent for the appointment of Wendy Ziegler to the Design Review Board. Council Member Stewart seconded the motion. The Council roll call vote was as follows: Council Members Stewart, Gunn, Petersen, Graham, Fotheringham, and Mayor Rob Dahle in favor. Resolution 2019-04 was adopted by a unanimous vote.

XI. *Consideration of Resolution 2019-05 Adopting Public Works Standards.*

Mr. Godfrey reported that two years earlier, the Legislature adopted new legislation requiring city councils to approve standards and specifications for the construction of public improvements. Those constructing public improvements must comply with the standards. There was no record of the City ever formally adopting the standards.

Council Member Gunn moved to adopt Resolution 2019-05, adopting public works standards. Council Member Graham seconded the motion. The Council roll call vote was as follows: Council Members Stewart, Gunn, Petersen, Graham, Fotheringham, and Mayor Rob Dahle in favor. Resolution 2019-05 was adopted by a unanimous vote.

XII. *Consideration of Resolution 2019-06 Amending a License and Encroachment Agreement with Kasey Enterprises.*

Ms. Chamness reported that the proposed agreement formalizes updates to the northeast corner of the intersection of Murray Holladay Road and Holladay Boulevard to construct an ADA compliant sidewalk and roadway connection.

Council Member Stewart moved to approve Resolution 2019-06, amending a License and Encroachment Agreement with Kasey Enterprises. Council Member Petersen seconded the motion. The Council roll call vote was as follows: Council Members Stewart, Gunn, Petersen, Graham, Fotheringham, and Mayor Rob Dahle in favor. Resolution 2019-06 was adopted by a unanimous vote.

Mayor Pro-Tem Fotheringham commented that there was discussion about the original agreement and a counter proposal from Kasey Enterprises to go 50/50 on the cost with a resulting difference of about \$2,000 to be paid by the City. Ms. Chamness stated that the only reason to accept the proposal was in the interest of getting the work done. The Mayor commented that the City had already agreed to a 53/47 split and to now ask for a 50/50 split seemed petty. He was more interested in getting the work done as it has been nearly one year. Mr. Godfrey commented that the 53/47 split was presented at some point and discussed but he questioned whether Kasey Enterprises ever agreed to it.

Council Member Petersen recalled multiple back and forth with this developer years ago with the Village Center. In this case, she also wanted to get the project done but suggested staff go back with the 53/47 and see what happens.

XIII. *Consideration of Resolution 2019-07 Adopting an Interlocal Agreement with Salt Lake County Providing for the Transfer of County Transportation Funds.*

Ms. Chamness reported that the proposed resolution was for \$4.7 million that will be shared with Millcreek for improvements to 3900 South. It will be used in conjunction with an additional \$4 million that is expected to be made available in the next 18 months from the Wasatch Front Regional Council. A question was raised about the timeframe in which the funds must be used. Ms. Chamness indicated that the City has five years to spend the money. A kickoff meeting was held with Millcreek and the following day they were to begin the process by issuing an RFP for the first round of environmental work. Construction was expected to begin in 2020 and take six months to complete. The change was the receipt of money from the fourth quarter from Salt Lake County that is part of the agreement.

Council Member Gunn moved to adopt Resolution 2019-07, adopting an Interlocal Agreement with Salt Lake County providing for the transfer of County Transportation Funds for the construction of 3900 South. Council Member Petersen seconded the motion. The Council roll call vote was as follows: Council Members Stewart, Gunn, Petersen, Graham, Fotheringham, and Mayor Rob Dahle in favor. Resolution 2019-07 was adopted by a unanimous vote.

XIV. *Consent Agenda*

a. *Approval of Minutes* – January 10 & 17, 2019.

Council Member Petersen moved to approve the consent agenda. Mayor Dahle seconded the motion. The motion passed with the unanimous consent of the Council.

XV. *City Manager Report* – Manager Chamness.

Ms. Chamness was hopeful that the intersection construction project on Highland Drive will take place this construction season, however, they were experiencing issues securing right-of-way and had not been able to bid the job yet. Staff hoped it could be secured in the next four to six weeks in order to move forward. On 6200 South and Holladay Boulevard, staff had mainly secured

right-of-way. More work needed to be done to firm up the cost but they will be able to acquire right of occupancy in order to bid the job out and get it constructed this year.

Ms. Chamness discussed the property owned by Salt Lake City on the corner of 4500 South and 2300 East. Years ago, the City of Holladay and Salt Lake City entered into an agreement for the City of Holladay to maintain the property. Over time there were plans for it to become a park. In this year's budget, Council Member Gunn proposed and the Council adopted, \$15,000 to help pay for potential private use of the property by the Tagges for a part-time food market. Ms. Chamness met with Salt Lake City the previous week to discuss that option, however, Salt Lake City was unwilling to enter into an agreement to allow a permanent structure or parking on the site. They were, however, willing to entertain a more temporary use, similar to what the Tagges are doing currently. They believe that within the next five to 10 years the site will need to be developed as a well site based on water consumption.

Ms. Chamness reported that although there is an agreement in place where the City has agreed to maintain the property, there had been reluctance to do so. With regard to parking, the Tagge's proposal included two driveways but Salt Lake City does not want cars parking on the lot. They would prefer off-street parking, which is infeasible. Access and parking issues were discussed.

Council Member Gunn thought that part of the money could be used for berming the northern and eastern boundary in addition to landscaping. He was dismayed by the fact that the City will not consider allowing cars to be parked on the lot.

Ms. Chamness indicated that the Legislature is in session and Holly Smith has compiled a spreadsheet of legislation of interest to Holladay. It would be sent out on a weekly basis to the Council Members.

Ms. Chamness reported that the Legislature is considering a bill that would require municipalities that do not have an at-large seat on their councils to add one. Holladay is impacted along with 10 other communities and made the argument that it is a solution in search of a problem. Mayor Dahle met earlier in the day with Representative Stenquist who is running that bill and it did not appear that it would go forward. The impacted cities consider it to be an overreach by the State into local affairs.

XVI. Council Reports & District Issues.

Council Member Stewart reported that one of his constituents who serves on the Tree Committee reached out to him with ideas for an Arbor Day celebration.

Council Member Gunn stated that a citizen contacted him with a complaint about snow from the Grand Terrace Condominiums being pushed to the southern edge of Murray Holladay Road. The City's Code Enforcement Officer has spoken to their property maintenance head and agreed to remedy the situation today. In the future, they will have to resolve the problem by hauling the snow off-site.

Council Member Gunn commented on a message received from a couple in Canyon Cove about short-term rentals. Mayor Dahle was of the opinion that it is a community-by-community issue and will continue to be a problem. The City's Code Enforcement Officer will be serving two

property owners in Canyon Cove that it will be sent on to the Justice Court as a Code violation. It was noted that the issue will be discussed in more detail at the retreat.

Mayor Pro-Tem Fotheringham reported on a recent Youth Council event where presentations were made by the Flourish Bakery and the Other Side Academy. Both organizations provide social reintegration and vocational training for formerly incarcerated individuals who have had substance abuse issues. The Youth Council opted to spend some of its budget to make a small contribution to each organization. He was approached by a former neighbor who now lives in his district about accessory dwelling units. He planned to address it at a future meeting.

Council Member Petersen asked about previous comments made by Wally Earl and wanted some direction as to how to proceed. Ms. Chamness agreed to handle the matter with staff. Based on his public comments in November, the guidance from staff was that there is a reason for the restrictions in the ordinance and they should be cautious about making a change. It was noted that people have been ticketed in the past who have parked at a 45-degree angle in the cul-de-sac.

Council Member Graham reported on Local Official's Day. The mid-year convention sponsored by the Utah League of Cities and Towns will take place in St. George April 24 to 26.

The Mayor was commended for taking immediate action on a traffic issue on Lincoln Ln. He & Council Member Graham spoke with her and her husband and will work to get a better assessment of the situation. Mayor Dahle thanked the Chief for his involvement. He spoke to the crossing guards who gave a different perspective on the extent of the speeding issue there.

Mayor Dahle reported that there was an issue with fireworks that he got involved with as well as a situation where some Olympus Junior High students got into Macy's. He was pleased that they live in a community where the Police Chief can get personally involved in situations. The proper way to respond to emails was discussed.

Council Member Petersen moved to adjourn the City Council Meeting and recess to a Work Meeting across. Council Member Stewart seconded the motion. The motion passed with the unanimous consent of the Council.

XVII. Recess City Council in a Work Meeting.

a. Discussion on Previous Public Hearings.

The Council discussed potential grant funding. Mayor Dahle reported that the City has \$8.7 million in funding from SB 136. The intent was to use the funds to redo the road from I-215 to Olympus High School. There were additional funds from the prior year that could be potentially be used to improve roads that feed into 3900 South from the south.

With regard to comments made by Bruce Holmes, Mr. Godfrey understood his concerns conceptually but from a practical standpoint, he had some concerns. He hoped to hear from Mr. Holmes' attorney so that they can talk through the issues.

Mr. Teerlink reported on setback issues for proposed new office buildings. The Planning Commission recommended a 25-foot setback in the RM zone which could have been problematic because it pushes the building further onto the lot. As a result, the Planning Commission reduced it to 10 feet to free up ground behind the buildings.

One of the main expansions the Planning Commission considered was clinical use. An application was received from a tenant of the 2225 office building next to the seminary at the junior high. The applicant is proposing to open a Reiki practice. The only property owners who would be adversely impacted would be landowners who currently have a multi-family use in the RM zone. In order to convert to an office use, they would need to get a rezone to PO.

b. Discussion on Modifications to Associated Sections of the Code with Regard to the Tree Ordinance.

Mr. Godfrey reported that when it was first reviewed by the City Council, there had been numerous revisions made. Ultimately, it was refined and put into a form that could be adopted. There were, however, still numerous sections that were affected by the major changes. A public hearing was held on all of the sections and the changes were adopted. Mr. Godfrey did not feel it was necessary to hold another public hearing on the technical amendments but was at the discretion of the City Council.

c. Discussion on Medical Use in the ORD Zone.

It was reported that when Millrock was created, no medical use was allowed in the ORD zone because of concern about the traffic impacts on the infrastructure. Steve Petersen indicated that medical uses in the ORD zone were already approved, which was not the case. While it is not an issue now, it could become one. The Mayor asked staff to determine what is allowed in Cottonwood Heights, mirror it, and send it on to the Planning Commission.

d. Discussion on 20th Anniversary City Celebration.

- * *Arbor Day Celebration*
- * *Former Elected Officials*
- * *4th of July*
- * *Blue Moon*

Council Member Stewart reported that a constituent who served on the Tree Committee reached out to him. She is a substitute teacher and wanted to explore the possibility of the City donating a tree to all of the schools in Holladay and have them do a planting on Arbor Day. A presentation could also be made to the students about the importance of trees, Arbor Day, and the fact that Holladay is a Tree City. Ms. Chamness stated that \$5,000 was set aside for the Tree Committee.

Council Member Gunn supported the idea and wanted to combine it with a larger tree giveaway on Arbor Day. He suggested possibly giving away 200 trees to celebrate the City's 20th anniversary. Mayor Dahle liked the idea but suggested the option of distributing tree vouchers. The cost was estimated to be \$8,000 to \$9,000 for 200 trees. The Mayor felt they could find the needed funds but wanted to get ideas from the Tree Committee on distribution.

Ms. Chamness suggested broadening the base of support for the 20th anniversary by forming a citizen group. She agreed to reach out to the district and discuss the matter further at the next meeting.

Council Member Stewart suggested the City approach it from a marketing standpoint and place the 200 trees in front of City Hall with a sign. The issue of logistics was mentioned. It was

suggested that a blurb be included in the March newsletter asking for volunteers to serve on the Citizen Committee.

Ms. Chamness suggested organizing a gathering for former elected officials in the fall. The Council Members expressed their support.

e. Update on City Action on the Mall.

Mr. Godfrey reported that a meeting was scheduled for February 28 where there will be a policy discussion about how to move forward based. He saw wisdom in formally rescinding the approvals from May of last year, which would create a document record from the Council standpoint that would indicate that they are clearly back to the 2007/2008 approvals. An ADL was approved in May 2018 that was not overturned by the court but because is tied tightly to the Site Development Master Plan that has been overturned, it made sense to rescind that approval also. Procedural issues were discussed.

f. Calendar.

Council Retreat – February 21

Council Work Meeting and RDA Meeting – February 28

March Council Meetings – 14 & 28

XVIII. Closed Session pursuant to Utah Code Section 52-4-204 & 205 to Discuss Personnel Issues, Potential Litigation and Property Acquisition and Disposition (if needed).

There was no closed meeting.

XIX. Adjourn.

Council Member Gunn moved to adjourn. Council Member Petersen seconded the motion. The motion passed with the unanimous consent of the Council.

The City Council Meeting adjourned at 9:20 p.m.

I hereby certify that the foregoing represents a true, accurate and complete record of the Holladay City Council Meeting held Thursday, February 7, 2019

Stephanie N. Carlson, MMC
Holladay City Recorder

Robert Dahle, Mayor

Minutes approved:

Where Do We Want Holladay to Be in Three Years?

Priority Area # 1: Economic Development – explore opportunities for further redevelopment in a number of areas.

- Within the Holladay Village RDA, explore options:
 - At Burton Lumber site
 - At Walgreens
 - Corner location
 - Former Rite Aid location
 - Renovation of Ace Strip Mall
 - Art on the Plaza (may be also be addressed under Community/Lifestyle enhancements)
 - Barriers/Security at Key Plaza locations (may be also addressed under Community/Lifestyle enhancements)

- Holladay Crossroads
 - PC Review of possible zone change for Crossroads area.
 - Uses:
 - Can be higher demand
 - Can include a hotel
 - Can include higher density
 - Explore options relating to the creation of an RDA (July, August 2019 preliminary conversation).

- 2700 E.
 - Review existing zone and Master Plan
 - Explore additional options

- Black Diamond Site
 - Review existing zone and Master Plan

- Holladay Half Mile – review existing zone

- Assessment of Economic Development Opportunities
 - Look at re-establishing the Real Estate Committee
 - Consider a study to evaluate economic development potential in our community. (Find examples from other communities).

- Consider adding economic development consultant support.
- Consider options for encouraging/developing broadband options within the City.
- 2018 Priority: Cottonwood Mall
- 2018 Goal: Develop strategy for Cotton Bottom parcel.
- 2018 Goal: Consider options to address sales tax leakage in the community.

Priority Area #2: City Organization and Administration – continue enhancing administrative capacity to efficiently support basic municipal functions and key Council priorities.

- Strengthen the Communications function of the City, including social media, website, email and Journal outreach to our residents.
 - Consider adding a part-time position, intern, or entering into a contract to enhance communications.
- Continue to seek and secure grant funding to accomplish City priorities.
- Evaluate strengthening community event functions, including a winter lecture series , a 5k, etc. (Could also consider with community/lifestyle enhancement priority).
 - Look for partners for a Winter Lecture Series
 - Research events conducted by other cities throughout the county.
- Strengthen the City’s Emergency Management function, including:
 - Procedures for implementing a Reverse 911 outreach
 - Strengthening relationships with key partners who may need support in an emergency situation, and
 - Explore opportunities to develop key emergency management planning documents.
- Evaluate existing Engineering function.
- 2018 Priority: Develop long term sustainable municipal services plan.
- 2018 Priority: Engage with our residents.
- 2018 Priority: With other stakeholders, evaluate options for Justice Court structure.
- 2018 Priority: Conduct a programming space review of City Hall.
- 2018 Goal: Develop more robust plan to address requirements of MS4 permit for stormwater.
- 2018 Goal: Finalize HR Policy and Procedure Updates.
- 2018 Goal: Fully implement Performance Pro Staff Evaluations.
- 2018 Goal: Presentation from ULCT on key issues facing cities and towns.
- 2018 Goal: Continue developing City’s relationship with Chamber of Commerce.

Priority Area # 3: Develop a Sustainable Funding Model for the City

- Develop a mechanism that funds existing needs and allows us to maintain critical infrastructure.
 - Form a citizen’s capital improvement advisory group (Planning for Tomorrow) with a target of spring of 2020 for recommendations.
 - Evaluate potential of implementing a stormwater fee. (Could operate separately from overall funding strategy, or as component of 2020 plan).
- Develop cascading principles (Safety, PCI, regulatory) and return to the Council with options for the Council to consider.

Priority Area #4: Address Land Use Issues in the City

- Update the City’s Moderate Income Housing Plan in accordance with changes in state statute prior to December, 2019.
- Review potential ordinance changes to ensure City is eligible to receive additional transportation funding from the State.

- Select housing land use policies from a menu of items to consider, beginning with consideration of accessory dwelling units.
- Review potential options for short term rental use.
- 2018 Goal: Develop long term sustainable Residential Plan (includes ADU discussion, Millrock funding housing discussion, hybrid use of space)

Priority Area #5: Continue Efforts to Better Maintain Public Assets in the City

- Ensure sufficient staff to maintain our assets.
- Develop a plaza maintenance plan for maintaining the City Plaza in the Holladay Village.
- Develop a building maintenance plan for City Hall, the Fire Station, and the Public Works Building.
- Develop a parks maintenance plan for the City's newly completed and existing parks.
- Consider steps toward renewable energy use in public buildings, including consideration of solar panels at the City's fire station.
- 2018 Priority: Handicapped Access into City Hall
- 2018 Goal: Council Chambers/Mt. Olympus Room technology upgrades.
- 2018 Goal: Consider options to better address Upper Canal/Tanner Ditch/irrigation lateral issues.

Priority Area #6: Community/Lifestyle Enhancements

- Continue to monitor public feedback on pickleball surface; consider adjustments to surface if necessary.
- Continue working with other stakeholders to consider options for the addition of a pump track facility in the City.
- Continue working with other stakeholders to consider options for the addition of a skatepark in the City.
- Continue development and maintenance of the City's bike path network.
- Consider options for development of a trail system along key canals in the City.
- Install decorative bike racks in the Holladay Village area, and work with private businesses and sponsors to support this program.
- Support City's Historical Commission Historical Home Tour.
- Continue support of scholarships for 2 of Holladay's graduating seniors at each high school.
- Work toward reinvigorating the City's Foundation, with hope that eventually scholarships will come from foundation funds.
- 2018 Priority: Identify ideas/opportunities for city assets to create, enhance a sense of community.
- 2018 Goal: Complete Knudsen Park and host grand opening.
- 2018 Goal: Outreach to Local School Community (essay contest, athletic contest, arts fair, etc.)

2019 Goals

Priority Area # 1: Economic Development – explore opportunities for further redevelopment in a number of areas.

- Explore options relating to the creation of an RDA for the Holladay Crossroads
- Assessment of Economic Development Opportunities
 - Look at re-establishing the Real Estate Committee
 - Consider a study to evaluate economic development potential in our community. (Find examples from other communities).
- Develop strategy for Cotton Bottom parcel.

Priority Area #2: City Organization and Administration – continue enhancing administrative capacity to efficiently support basic municipal functions and key Council priorities.

- Strengthen the City's Emergency Management function, including:
 - Procedures for implementing a Reverse 911 outreach
 - continuing relationships with key partners who may need support in an emergency situation, and
 - Exploring opportunities to develop key emergency management planning documents.
- Evaluate strengthening community event functions, including a winter lecture series , a 5k, etc. (Could also consider with community/lifestyle enhancement priority).
 - Look for partners for a Winter Lecture Series
 - Research events conducted by other cities throughout the county.
- Develop long term sustainable municipal services plan.
- Engage with our residents using a variety of methods including public meetings and open houses, citizen working groups, social media, quick polls, Journal articles and website.
- With other stakeholders, evaluate options for Justice Court structure.
- Conduct a programming space review of City Hall.
- Develop more robust plan to address requirements of MS4 permit for stormwater.
- Finalize HR Policy and Procedure Updates.
- Fully implement Performance Pro Staff Evaluations.
- Arrange presentation for Council from ULCT on key issues facing cities and towns.
- Continue developing City's relationship with Chamber of Commerce.

Priority Area #3: Develop a Sustainable Funding Model for the City

- Develop a mechanism that funds existing needs and allows us to maintain critical infrastructure.
 - Form a citizen's capital improvement advisory group (Planning for Tomorrow) with a target of spring of 2020 for recommendations.
 - Evaluate potential of implementing a stormwater fee. (Could operate separately from overall funding strategy, or as component of 2020 plan).

- Develop cascading principles (Safety, PCI, regulatory) and return to the Council with options for the Council to consider.

Priority Area #4: Address Land Use Issues in the City

- Update the City's Moderate Income Housing Plan in accordance with changes in state statute prior to December, 2019.
- Review potential ordinance changes to ensure City is eligible to receive additional transportation funding from the State.
- Select housing land use policies from a menu of items to consider, beginning with consideration of accessory dwelling units.
- Review potential options for short term rental use.
- Develop long term sustainable Residential Plan (includes ADU discussion, Millrock funding housing discussion, hybrid use of space)

Priority Area #5: Continue Efforts to Better Maintain Public Assets in the City

- Develop a plaza maintenance plan for maintaining the City Plaza in the Holladay Village.
- Develop a parks maintenance plan for the City's newly completed and existing parks.
- Consider steps toward renewable energy use in public buildings, including consideration of solar panels at the City's fire station.
- Continue to evaluate options for improved handicapped access into City Hall.
- Budget for and complete Council Chambers/Mt. Olympus Room technology upgrades.
- Consider options to better address Upper Canal/Tanner Ditch/irrigation lateral issues.

Priority Area #6: Community/Lifestyle Enhancements

- Continue to monitor public feedback on pickleball surface; consider adjustments to surface if necessary.
- Continue working with other stakeholders to consider options for the addition of a pump track facility in the City.
- Continue working with other stakeholders to consider options for the addition of a skatepark in the City.
- Consider options for development of a trail system along key canals in the City.
- Install decorative bike racks in the Holladay Village area, and work with private businesses and sponsors to support this program.
- Support City's Historical Commission Historical Home Tour.
- Complete Knudsen Park and host grand opening.

**MINUTES OF THE
HOLLADAY CITY COUNCIL ANNUAL PLANNING MEETING**

Thursday, February 21, 2019

5:30 pm

**Mt. Olympus Room
4580 South 2300 East
Holladay, UT 84117**

ATTENDANCE:

Mayor Rob Dahle
Sabrina Petersen
Paul Fotheringham
Mark Stewart
Steven Gunn
Brett Graham

Staff:

Gina Chamness, City Manager
Holly Smith, Assistant to the City Manager

Mayor Dahle called the meeting to order at 5:35 p.m. He commented that the 2019 planning meeting is held about a month later than past years, which the Council generally agreed is better timed with budget discussions. The City Council considered the priorities and goals for the city as well as other topics of discussion requiring policy direction. They also identified tools and ways to achieve those goals.

Discussion ensued on community visions topics for next 3 years:

(1) Economic Development

Discussion included the former site of the Cottonwood Mall and surrounding areas, Village center, Holladay Crossroads (6200 South at Highland Drive), 2700 East, Black Diamond Site, Holladay Half (Murray-Holladay Road from Village center to mall site), and Cotton Bottom. To aid in next steps, Council suggested a needs assessment, engaging an economic development consultant, real estate or other professional to better understand market opportunities, and possibly reenacting the City's Real Estate Committee.

(2) City Organization

Discussion included new positions, finance department, resident communications, grants, economic activity, event, interns, emergency management, storm water, and engineering services.

(3) Available Funding

Discussion about the upcoming community process to identify a permanent funding source for critical infrastructure.

(4) Land Use

Discussion about accessory dwelling units, vacation rentals, and short term rentals as well as pending legislation that would require cities to demonstrate steps towards increasing housing.

(5) Public Asset Management

Discussion centered on long-term maintenance and new requirements of City Hall and Knudsen Parks. Council also interested in pursuing maintenance plans for Village plaza and City Hall and other City owned facilities, which may consider renewable energy upgrades.

(6) Community / Lifestyle Enhancement

Discussion about opportunities to partner with Salt Lake County to increase the variety of amenities available at regional parks; increase active transportation facilities, like bike paths, Canal trails, bike racks in Village center (modeled after New Orleans); increase public art/color in Village center; develop lecture series during winter months; continue Happy Healthy Holladay kicking off walking program; support Historic Commission walking tour and consider permanent display options; and replace Pickleball surface. Council also discussed the scholarship program and desire to partner with the Holladay City Foundation.

An update on progress of 2018 Goals was provided including efforts to reform the justice court model in collaboration with other cities; space utilization at City Hall; and ADA accessibility.

Considering vision discussion and progress on 2018 goals, the Council discussed 3-yr goals plus priorities for 2019. Some topics addressed include exploring a neighborhood driven process for implementing capital projects; developing a sidewalk policy; managing cost and level of service for fire and police; and reducing the City's consumption of non-renewable energy.

There being no further business, Council Member Gunn moved to adjourn, Council Member Petersen seconded the motion. The Council voted in the affirmative and the meeting adjourned at 8:35 p.m.

I hereby certify that the foregoing represents a true, accurate and complete record of the Holladay City Council Annual Planning meeting held Thursday, February 21, 2019.

Stephanie N. Carlson, MMC
Holladay City Recorder

Robert Dahle, Mayor

Minutes approved:

COTTONWOOD HEIGHTS

RESOLUTION No. 2019-03

A RESOLUTION ADOPTING A SUSTAINABLE ENERGY POLICY

WHEREAS, Cottonwood Heights (the “*City*”) is a city of approximately 34,000 residents located in the central Eastern portion of Salt Lake County, an urbanized population center totaling approximately 1.15 Million residents; and

WHEREAS, the City’s governing body (the “*Council*”) desires to take actions which promote the health, safety and welfare of the City’s residents; and

WHEREAS, the Council also desires to enhance the economic well-being of the City and its residents through prudent management of the City’s financial resources; and

WHEREAS, the urbanization and geography of Salt Lake County result in periods of poor air quality and other environmental concerns due in part to the use of fossil fuels; and

WHEREAS, the energy sources utilized by and within the City therefore can impact public health, safety and welfare; and

WHEREAS, recent advances in the field of energy technology have made renewable energy more economically viable than in the past and, in some cases, more cost-effective than traditional energy sources; and

WHEREAS, the City is a principal gateway to Utah’s world-famous mountain recreation areas, with the ski industry being an economic contributor to the City and one which relies on preservation of the environment and protection of natural resources; and

WHEREAS, the City and its residents have shown an interest in environmental stewardship through various initiatives and activities surrounding growth and development; and

WHEREAS, to that end, since its incorporation in January 2005 the City has undertaken various actions to enhance efficiencies in the City’s use of energy, including utilizing LED lights in all of the City’s semaphores, converting as many of the City’s streetlights as possible to LED lights, and constructing the City’s city hall building to be “solar ready” and to meet LEED-equivalent energy efficiency standards, all of which actions have served to reduce harmful emissions and promote energy efficiency in the City; and

WHEREAS, the Council believes that determining and undertaking a further suite of actions designed to reduce fossil fuel dependence while appropriately balancing financial stewardship and promoting economic growth is an important component of safeguarding public health, safety and welfare; and

WHEREAS, the Council met in regular session on 8 January 2019 to, among other things, consider establishing renewable energy goals for the City;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the City shall work collaboratively with Rocky Mountain Power to continue to seek mutually beneficial, financially feasible methods to increase energy efficiency and the utilization by and within the City of renewable energy (meaning non-fossil fuel sources such as electricity derived from wind, solar, hydroelectricity, geothermal sources and other means that become available and do not add greenhouse gases to the atmosphere) while lowering dependence on non-renewable sources of energy; and be it

FURTHER RESOLVED that the City may work collaboratively with neighboring cities and other public and private partners to explore sustainable energy sources, best practices for shifting towards renewable energy, and otherwise determining areas of possible improvement regarding energy efficiency and use of renewable energy in all aspects of the City's municipal operations; and be it

FURTHER RESOLVED that the City encourages businesses and contractors within the City to pursue energy efficiency and to use renewable energy, including in connection with development of roads and buildings in the City; and be it

FURTHER RESOLVED that the City shall develop a plan to pursue a goal of achieving a 100% renewable electricity supply for the City's operations by 2022 and within the City by 2032 without compromising the three principles of affordability, reliability and environmental stewardship; and be it

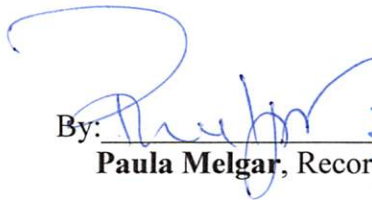
FURTHER RESOLVED that such plan shall incorporate an analysis of budgetary and fiscal impacts, as well as interim milestones and annual progress reports.

This Resolution, assigned no. 2019-03, shall take effect immediately upon passage as provided herein.

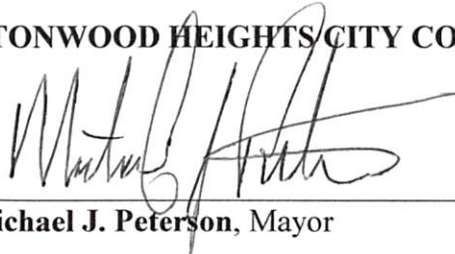
PASSED AND APPROVED this 8th day of January 2019.

ATTEST:

COTTONWOOD HEIGHTS CITY COUNCIL

By: 
Paula Melgar, Recorder



By: 
Michael J. Peterson, Mayor

VOTING:

Michael J. Peterson	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Michael L. Shelton	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
J. Scott Bracken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Tali C. Bruce	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>
Christine Watson Mikell	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>

City of Holladay

Project Progress Report as of 03/12/2019



Upcoming Council Calendar

14-Mar	Council Meeting	4-Apr	Council Meeting
28-Mar	Council Meeting	18-Apr	Council Meeting

Administration				
Tasks		Current Status	Next Step	Target Completion Date
Hire Public Services Director	Gina	Position offered to top candidate.	Contract negotiation.	1-May-19
Human Resources Policy & Procedures	Gina, Rori	Update is underway.	Finalize and adopt.	31-Mar-19
Salt Lake Co Public Works Contract	Gina	County is assessing their contract model and coordinating with participating agencies through process with meetings scheduled every 3 weeks .	Presentation from SLCo PW at 28-Mar-19 meeting.	Spring '19

Community Development				
Tasks		Current Status	Next Step	Target Completion Date
Admin Procedures	Paul, Jon	Staff is reviewing and modifying department processes and procedures.	Prepare draft updated administrative procedures.	Spring '19
Design Review Board	Paul	Current chair has resigned.	Appoint replacement.	Spring '19
Hire Planner	Paul, Jon	Rob Hobbs started position on 5-Mar-19.	Introduction to Council on 28-Mar-19.	Complete
Holladay Crossroads	Paul, Jon	Code amendment under development.	Meet with property and business owners, host open house, and hold public hearing.	Spring '19
Holladay Village	Paul, Jon	Review Holladay Village Zone for text change amendments.		Spring '19
Storage Unit Study	Paul, Jon	Study draft ready for review and public comment.	Hearing scheduled on 14-Mar City Council.	31-Mar-19
Year End Report	Paul, Jon	Report prepared.	Present highlights to Council on 28-Mar-19.	28-Mar-19

Engineering				
Tasks		Current Status	Next Step	Target Completion Date
2000 East at Gunderson Safe Routes to School	Gina, Holly	Completing design revisions.	Coordinate with property owners; verify no ROW acquisition; target bid in April.	31-Aug-19
3900 South Reconstruction	Gina, Holly	Initiating environmental work.	Obtain Categorial Exclusion from UDOT to proceed with Design.	31-Oct-20
6200 South Intersections	Gina	ROW negotiations with private property owner continue.	Targeting construction bid by end of Apr.	31-Oct-19
Harmon's Corner Ramp	Gina, Forsgren			1-Apr-19
Highland Drive Intersections	Gina	ROW negotiations with private property owners underway.	Targeting construction bid by end of Apr/May.	31-Oct-19
Highland Drive 80' ROW Preservation	Gina, Holly	Finalizing fee simple/ easement agreements.	Begin voluntary acquisitions with private property owners.	30-Sep-19
Highland Drive and Murray-Holladay Road Sidewalk Fill-in	Forsgren	Finalizing design engineering.	Targeting construction bid by end of Mar.	1-Aug-19
Highland Drive at Van Winkle Expressway	Paul, Forsgren	Coordinating with UDOT and Murray to implement improvement.	Finalize design engineering.	1-Sep-19
City Hall Roof Replacement	Gina, Bart, Forsgren			1-Apr-19

Knudsen Park				
Tasks		Current Status	Next Step	Target Completion Date
Entry Sign	Holly	Brick sample available on 15-Mar-19; contractor casting design.	Targeting construction beginning in April.	10-May-19
Asphalt Overlay	Holly	On-deck until weather permits.	Targeting end of Mar for work.	1-Apr-19
Water Playspace	Holly	Equipment ordered.	Temp closure for concrete and site prep expected around water area only in early Apr. Targeting installation of equipment beginning of May.	10-May-19

Legal				
Tasks	Staff	Current Status	Next Step	Target Completion Date
Cottonwood Mall	Gina	City Council conducted follow-up discussion on 28-Feb.	Update ordinance language for consistency with Supreme Court Ruling.	TBD

Holladay @20 - Revenue and 20th Anniversary

Tasks	Staff	Current Status	Next Step	Target Completion Date
Anniversary Committee	Holly, Stephanie, Michele	Four residents have volunteered. Invite rep from Tree Committee, Historic Commission, Arts Council and Youth Council. Tree Committee working on tree planting event for Arbor Day with schools.	Host kickoff meeting in early April.	20-Nov-19
Citizen Advisory Group	Holly	Kickoff meeting held on 13-Mar-19.	Next meeting will review budget revenue, expenditures and financial considerations.	30-Jun-20
Citizen Engagement Plan	Holly	Working with consultants to prep for surveys and other outreach events.	Newsletter kickoff message.	30-Jun-20
Council Process	Gina, Holly	Review budget revenue, expenditures and financial considerations.	Prepare guiding principles and project criteria.	31-Aug-20
Stormwater Utility Fee Study	Gina	Met with consultant to review preliminary analysis.	Prepare preliminary study report to share with Council.	1-Apr-19

RFPs

Tasks	Staff	Current Status	Next Step	Target Completion Date
Cotton Bottom Disposition	Gina, Holly	Received 2 RFP responses; under selection committee review.	Determine strategy to move selection process forward.	31-May-19
Terrace	Gina, Holly	Received 7 RFP responses; interviewed 3 firms; selected firm for contract.	Sign contract and host kickoff meeting on 19-Mar-19.	31-May-19



HOLLADAY CITY COUNCIL SUMMARY REPORT

MEETING DATE: 3/14/2019

SUBMITTED BY: City Staff

SUBJECT: Update on Transportation Projects

<input checked="" 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: Information Only

RECOMMENDATION: N/A

BACKGROUND: See attached project reports detailing ongoing and upcoming work on 3900 South, 6200 South, and Highland Drive.

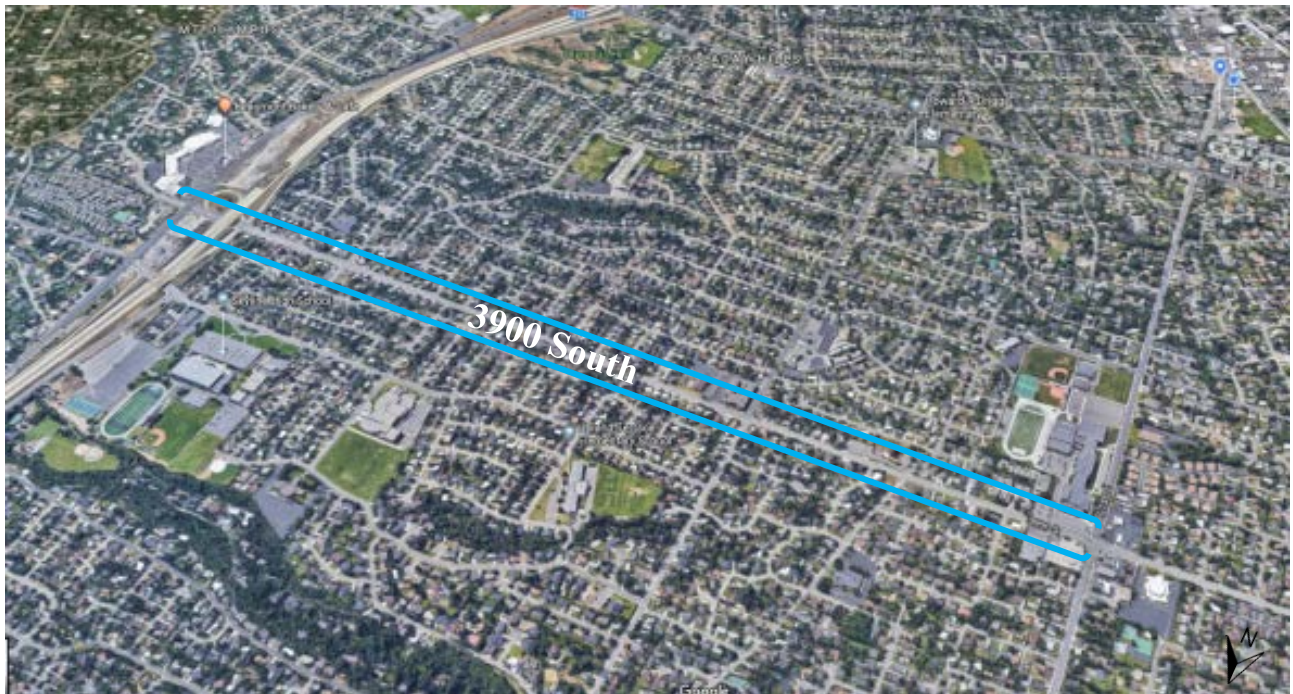
ATTACHMENTS: Project update reports.

FISCAL IMPACT: N/A

SUGGESTED MOTION: N/A



3900 South Wasatch Blvd to 2300 East



Project Scope, Current Status and Next Steps

Scope of 3900 South from Wasatch Boulevard to 2300 East: roadway reconstruction, dedicated bike lane, enhanced UTA bus stops, continuous sidewalk, curb and gutter, storm drains within existing city right-of-way with minor impacts for crossings and other potential enhancements.

\$4,700,000	Surface Transportation Program (STP) Grant
<u>\$4,000,000</u>	<u>SLCo Transportation Choice Fund Grant (<i>Pays for STP local match of \$270,000</i>)</u>
\$8,700,000	Total Project Cost

Holladay and Millcreek received grant money in partnership; interlocal agreement will outline cost sharing. Environmental and survey work is underway. The consultant team will also be pursuing intensive public information at this phase to help save time in an aggressive implementation schedule. Consultant and cities will disseminate project information to residents. The project is targeting winter 2019/20 bid with Construction anticipated during the 2020 season.

6200 South at Holladay Blvd and 2300 East



Project Scope, Current Status and Next Steps

Scope of Holladay Blvd and 6200 South: the 6200 South will be realigned to eliminate the split phased signal, which results from the left turns not being lined up; a southbound right turn pocket will be added to Holladay Blvd; bike detection will be added; signal will be replaced; and undergrounding of RMP utility lines.

Scope of 2300 East and 6200 South: the signal will be replaced; the westbound left turn pocket on 2300 East will be extended; a bike lane and bike detection will be added on 2300 East.

\$2,031,482	Congestion Mitigation and Air Quality (CMAQ) Grant
\$147,518	City Local Match
<hr/>	
\$2,179,000	Total Project Cost

Environmental and design work is complete. All right-of-way is acquired with the exception of one property at Holladay Blvd and 6200 South. Negotiations are ongoing with a signed purchase agreement expected by the end of this month. UDOT requires the certification of all project right-of-way before going to bid for construction. The project is targeting an April 2019 bid advertisement with construction complete by October 2019. The City continues to work with Intrepid, the public information consultant, to disseminate project information to residents. Citywide messaging expected to increase just before construction kickoff.

Highland Dr — Intersections, 80' ROW, Van Winkle Triple Left



Project Scope, Current Status and Next Steps

Highland Dr Intersections Improvements at Fardown Ave, Walker Lane, Lakewood Drive, and Spring Lane: turn lane additions, transit stop enhancements, and pedestrian crossing improvements. Right-of-way acquisition underway. Negotiations are ongoing with some property owners. UDOT requires the certification of all project right-of-way before going to bid for construction. The project is targeting late Spring 2019 bid advertisement with construction complete by October 2019. The City continues to work with Intrepid, the public information consultant, to disseminate project information to residents. Citywide messaging expected to increase just before construction kickoff, especially for tree impacts in the public right-of-way by Fardown Avenue.

\$2,243,674	Surface Transportation Program (STP) Grant
\$333,628	City Local Match (Paid with SLCo Qtr of Qtr Funding)
<u>\$2,577,302</u>	<u>Project Cost</u>

Highland Dr at Van Winkle Expressway: change from dual left on Highland Drive to triple left to southbound Van Winkle Expressway, signage and striping upgrades, and channelization improvements. City staff has been working with UDOT, Murray City, and UTA on viable option. Awaiting UDOT feedback, then proceed with final design, verify no right-of-way requirements, and prepare for bid advertisement. The project is targeting late Spring 2019 bid advertisement with construction complete by October 2019. Citywide messaging planned before construction kickoff.

\$166,000	Project Estimate (Paid with SLCo Qtr of Qtr Funding)
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Highland Dr 80' Corridor Preservation: acquire property on east and west sides from Van Winkle Expressway to Arbor Lane for future corridor improvements to be determined by study funded by WFRC STP grant in 2024. City hired acquisition consultant to assist with voluntary acquisition, which will proceed in April and be complete by November 2019.

\$500,000	Project Estimate (Paid with SLCo Qtr of Qtr Funding)
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