

**NOTICE OF MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, JUNE 13, 2019**

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

- 5:00 p.m. Work Meeting**
 a. Discussion on Holladay Terrace - *Blu Line Design*
 b. Interview Potential Arts Council Member

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. **Consideration of Ordinance 2019-11 Amending the Budget for the Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019** (*approving changes to the budget for the current fiscal year*)
- V. **Consideration of Ordinance 2019-12 Determining the Rate of Tax for 2019 Tax Year and Levying Taxes Upon all Real and Personal Property Within the City of Holladay** (*under Utah's Truth in Taxation law, the Certified Tax Rate is set by law each year, the Council's role is to formally adopt the rate once it is set*)
- VI. **Consideration of Ordinance 2019-13 Adopting a Final Budget for Fiscal Year 2019-2020** (*including General Fund, Capital Improvements, Debt Service, Grants & Arts Funds*)
- VII. **Consideration of Resolution 2019-17 Granting Advice and Consent of the City Council for the Appointment of a Member to the Arts Council** (*This resolution will constitute the council's advice and consent to the manager's appointment of Jon Jensen to the Arts Council for a 3 yr term*)
- VIII. **Consideration of Resolution 2019-18 Authorizing the Mayor to Execute an Agreement with Salt Lake County for Animal Control Services**
- IX. **Consideration of Resolution 2019-19 Approving an Interlocal Cooperative Agreement with Cottonwood Heights and Millcreek for Sustainability Services**

- X. **City Manager Report** – Gina Chamness
- XI. **Council Reports & District Issues**
- XII. **Adjourn City Council Meeting and Convene in an RDA Meeting**
- XIII. **Reconvene Work Meeting**
 - c. Discussion and Review of Recent Y2K Analytics Survey
 - d. Discussion on Community Renewable Energy Act
 - e. Discussion on Implementation of SB 34 - Affordable Housing Modification
 - Moderate Housing Plan
 - Accessory Dwelling Units Discussion and Timeline
 - f. Discussion on RFP for Cotton Bottom
 - g. Calendar – *schedule of upcoming meetings*
 - Council Meetings –July 11
- XIV. **Closed Session pursuant to Utah Code Section 52-4-204 & 205 to Discuss Personnel Issues, Potential Litigation and Property Acquisition and Disposition – (If needed)**
- XV. **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, JUNE 10, 2019 AT 2:30 PM

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

CITY OF HOLLADAY

ORDINANCE NO. 2019-

**AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF HOLLADAY FOR
THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019**

WHEREAS, the City Council of the City of Holladay has adopted, by ordinance, the budget for the City for the fiscal year beginning July 1, 2018 and ending June 30, 2019, in accordance with the requirements of the state statute; and

WHEREAS, the City Manager has prepared and filed with the City Recorder a proposed amendment to the adopted budget for consideration by the City Council; and

WHEREAS, said proposed amendment reflects changes in the budget to account for actual revenues received and expenditures incurred; and

WHEREAS, the proposed amendments have been duly noticed and a public hearing held on June 6, 2019; and

WHEREAS, all conditions precedent to the amendment of the budget have been accomplished; and

WHEREAS, the City Council determines that amending the fiscal year 2018-2019 budget is in the best interest of the health, safety, and welfare of the citizens of the City of Holladay UT.

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

Section 1. Budget Amendment Adoption. The budget amendments attached hereto as Exhibit A and made a part of this Ordinance are hereby adopted and incorporated in the budget of the City of Holladay, Utah for the fiscal year beginning July 1, 2018, and ending June 30, 2019, in accordance with the requirements of state law.

Section 2. Certification. The City Recorder is hereby directed to have this Ordinance certified by the City Manager as the City Budget Officer.

Section 3. Effective Date. This ordinance shall take effect immediately upon posting.

PASSED AND APPROVED this _____ day of June, 2019.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

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

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

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

RECORDED this _____ day of June, 2019.

CITY OF HOLLADAY
Budget Amendment #2, 2018-19

		FY 2018-19 Budget	Additional Funds	Amended Budget
General Fund				
<u>Revenue</u>				
10-32-1000	Business Licenses	250,000	20,000	270,000
10-36-1000	Interest Earnings	35,000	45,000	80,000
10-32-2000	Building Permits	400,000	25,000	425,000
10--32-230	Plan Check Fees	225,000	25,000	250,000
	Total	910,000	115,000	1,025,000
<u>Expenses</u>				
10-481-330	City Attorney	200,000	50,000	250,000
10-560-310	Building Inspection Contract	250,000	50,000	300,000
10-570-310	Animal Services/ Urban Wildlife Contract (Raccoons)	222,332	7,131	229,463
	Tree Committee / Tree Giveaway	5,000	7,000	12,000
	Total Expense Changes	677,332	114,131	791,463
Capital Projects Fund				
<u>Revenue</u>				
	Use of Fund Balance for Knudsen Park Entry Feature	0	37,500	0
	Total	0	37,500	0
<u>Expenses</u>				
	Transfer to Grants Fund for Knudsen Park	0	37,500	0
	Total	0	37,500	0

Grants Fund**Revenue**

Transfer from Capital Projects Fund for Knudsen Park	0	<u>37,500</u>	<u>37,500</u>
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Total	0	<u>37,500</u>	<u>37,500</u>
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Expense

13-510-711	Knudsen Park Entry Feature	<u>2,251,290</u>	<u>37,500</u>	<u>2,288,790</u>
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Total	0	<u>37,500</u>	<u>2,288,790</u>
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Arts Fund**Revenue**

12-36-6600	Misc Revenue	-	<u>5,000</u>	<u>5,000</u>
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Total	5,000	<u>5,000</u>
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Expense

12-410-120	Salary and Benefits for Executive Director (20 hrs. vs. 25)	30,910	<u>5,000</u>	<u>35,910</u>
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Total	5,000	<u>35,910</u>
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CITY OF HOLLADAY

ORDINANCE NO. 2019-12

**AN ORDINANCE DETERMINING THE RATE OF TAX FOR 2019/2020
TAX YEAR AND LEVYING TAXES UPON ALL REAL AND PERSONAL
PROPERTY WITHIN THE CITY OF HOLLADAY, UTAH.**

WHEREAS, the City Council of the City of Holladay must adopt the certified tax rate in conjunction with the adoption of the fiscal budget on an annual basis; and

WHEREAS, the requisite public notices and hearings have been published and conducted; and

WHEREAS, the certified tax rate must be established on or before the 30th day of June for this year.

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

Section 1. Tax Rate and Levy.

A. For the purpose of defraying the necessary and proper expenses of the City of Holladay and for maintaining the government thereof, it is hereby determined that the rate of the general property tax to be levied against all real and personal property within the City of Holladay made taxable by law for the Fiscal Year 2019/2020 is hereby set at .001235 for the General Fund and General Purposes which does not exceed the certified rate determined by the Salt Lake County Auditor's Office.

B. There is hereby levied upon all real and personal property within the City of Holladay made taxable by law in the Fiscal Year 2019/2020, for the fiscal year of the City of Holladay ending June 30, 2019, the tax rate set forth above, on the taxable value of said property, to provide revenue for the City of Holladay General Fund, Capital Projects Fund and for general City purposes.

C. As required by law, the rate hereinabove determined and levied, along with all statements and information required by law, shall be reported to the Salt Lake County Auditor, State of Utah, and the Utah State Tax Commission.

Section 2. Severability. If any provision of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect immediately upon posting, as required by law, deposited and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this _____ day of June, 2019.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

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

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

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

RECORDED this day of June, 2019.

CITY OF HOLLADAY

ORDINANCE NO. 2019-13

AN ORDINANCE ADOPTING A FINAL BUDGET; MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF HOLLADAY FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020.

WHEREAS, the City Manager of the City of Holladay, as required by law, submitted to the City Council of the City of Holladay a tentative budget including all supporting schedules and data (herein the "*Tentative Budget*") on May 2, 2019 for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020; and

WHEREAS, the Tentative Budget was adopted by the City Council on May 2, 2019; and

WHEREAS, pursuant to law, a copy of the Tentative Budget was placed on record in the City Recorder's Office for inspection by the general public during normal office hours, at least ten days prior to its final adoption; and

WHEREAS, pursuant to law, a public hearing to receive public comment and consider adoption of a final budget which includes the general fund, grant fund, arts fund, capital improvements, and debt service (herein the "*Budget*") was held on June 6, 2019 at 6:00 p.m. in the City Council Chambers located at 4580 S 2300 E, Holladay UT; and

WHEREAS, pursuant to law, the required notice regarding the proposed budget was given by publication in at least one issue of a newspaper of general circulation published within Salt Lake County at least seven days prior to said public hearing; and

WHEREAS, all interested persons in attendance at the public hearing were given an opportunity to be heard, for or against, the estimate of revenues and expenditures or any item thereof in the Tentative Budget; and

WHEREAS, pursuant to law, the City Council, at a regularly scheduled meeting of the City Council, must adopt a final budget and set the property tax levy before the 30th day of June of each year if there is no increase in the certified tax rate; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of the City of Holladay to adopt a final budget for the City; and

WHEREAS, the City has received its proposed certified tax rate from Salt Lake County.

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

Section 1. Budget Adoption.

A. The budgeted amounts shown in *Exhibit A*, City of Holladay 2019/2020 Budget, attached hereto and by this reference incorporated herein, are hereby appropriated for the corporate purposes and objects of the City of Holladay, Utah for the Fiscal Year commencing July 1, 2019, and ending June 30, 2020, and are hereby adopted as the Budget of the City of Holladay, Utah for the Fiscal Year 2019-20.

B. Pursuant to law, a copy of the Budget shall be certified by the City Manager as the "Budget Officer" and shall be filed with the State Auditor within 30 days after adoption of the Budget.

C. Pursuant to law, a certified copy of the Budget shall be filed in the office of the City Recorder and shall be available for public inspection during regular business hours.

Section 2. Further Action.

A. In addition to the foregoing, the City Manager is hereby directed to implement any other necessary actions pertinent to the adoption of the Budget, the establishment of a tax rate, and the levy of property taxes with approval from the City Council. Such actions may include, but are not necessarily limited to, notification, reporting, and publishing as required by and consistent with applicable law.

Section 3. Severability. If any provision of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. Effective Date. This ordinance shall take effect immediately upon posting, as required by law, and shall be deposited and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this day of June, 2019.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

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

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

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

RECORDED this day of June, 2019.

CITY OF HOLLADAY

RESOLUTION No. 2019-17

A RESOLUTION GRANTING ADVICE AND CONSENT OF THE CITY COUNCIL FOR THE APPOINTMENT OF A MEMBER TO THE HOLLADAY ARTS COUNCIL AS ESTABLISHED IN SECTION 2.08010F OF THE HOLLADAY CITY CODE.

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

WHEREAS, the City Manager has appointed eleven (11) members to serve as members of the Holladay Arts Council for staggered terms not to exceed three (3) years; and

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

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

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

Section 1. Appointment. The City Council hereby gives advice and its consent to the appointment of the following to the Historical Commission for a term as specified. Said term shall be as follows:

<u>Name</u>	<u>Date Term Begins</u>	<u>Date Term Ends</u>
Jon Jensen (filling unexpired term)	6-13-19	9-30-21

PASSED AND APPROVED this _____ day of June, 2019.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

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

ATTEST:

Stephanie N. Carlson, MMC

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

RECORDED this _____ day of June, 2019.

CITY OF HOLLADAY

RESOLUTION No. 2019-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING
AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY
FOR ANIMAL CONTROL SERVICES.**

WHEREAS, the City and Salt Lake County have previously entered into an Interlocal Agreement for the provision of animal control services by the County to the City, which Agreement was dated July 1, 2017; and

WHEREAS, consistent with the terms of that Agreement, the parties now desire to amend the Agreement to extend the term and to make appropriate changes in the hours and assignment of animal control officers providing service within the City;

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

Section 1. Approval. The City Council of the City of Holladay hereby approves Amendment No. 2 to the Interlocal Agreement for Animal Control Services between Salt Lake County and the City of Holladay, attached hereto and incorporated herein by reference. The Mayor of the City of Holladay is hereby authorized to sign Amendment No. 2 for and in behalf of the City.

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

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

PASSED AND APPROVED this ____ day of June, 2019.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

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

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

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

RECORDED this _____ day of June, 2019.

**INTERLOCAL AGREEMENT FOR ANIMAL SERVICES
BETWEEN SALT LAKE COUNTY AND THE CITY OF HOLLADAY**

AMENDMENT #2

SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah, for and in behalf of its Animal Services Division ("Animal Services"), and the CITY OF HOLLADAY, ("City"), a municipal corporation of the State of Utah, enter into this agreement, to be effective the 1st day of July, 2019. This agreement amends a prior interlocal agreement of the parties, described more fully below, which went into effect the 1st day of JULY 2017.

RECITALS

WHEREAS, Parties entered into an interlocal agreement effective JULY 1, 2017, to provide for animal control services within the City (County contract# CA00000000000407) (Interlocal Agreement); and

WHEREAS, Sections 16 and 20 of the Agreement provide that the term of the contract may be renewed for additional one-year terms and that the level of services may be changed; and

WHEREAS, Section 17 of the Agreement contains a provision allowing for a revised contract price; and

WHEREAS, the City is aware that price increases will be made this year and the following year to gradually reach an amount representing full cost to the County as required; and

WHEREAS, the interlocal agreement expires June 30, 2019; and

WHEREAS, the parties wish to renew the agreement for an additional one-year period;

THEREFORE, in consideration of the mutual desires of the Parties expressed herein, it is agreed as follows:

1. All terms and conditions of the original interlocal agreement of the parties, not hereby amended, shall remain in full legal force and effect.
2. This agreement shall become effective July 1, 2019, and expire on June 30, 2022.
3. City shall pay County \$261,024.00 as detailed in Paragraph 19 of the Interlocal Agreement.
4. The parties acknowledge that the price will be increased annually by a maximum of 5% each year. If the contract price for any subsequent year shall increase by more than 5%, then the County shall notify the City of the proposed expenditure decision and consult with the City regarding such decision.
5. Presentations to the City Council by Animal Services will occur as requested by the City, and not quarterly and annually (as stated in the original agreement), unless requested by the City.
6. This contract price shall be contingent upon the participation of other contracted cities and entities who receive Animal Control and Sheltering Services from Salt Lake County Animal Services.
7. The parties acknowledge that this Amendment is subject to the provisions and procedures contained in the Interlocal Cooperation Act and they agree to process, approve, manage, and archive this Agreement in accordance with the provisions of that Act.

IN WITNESS WHEREOF, Holladay City, by resolution duly adopted by its city Council, a certified copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and Animal Services, caused this Agreement to be signed by its Mayor and attested by its City Recorder.

CITY OF HOLLADAY CITY

By: _____

Mayor

Date signed: _____

ATTEST:

City Recorder

Date signed: _____

APPROVED AS TO FORM:

CITY OF HOLLADAY CITY ATTORNEY

By: _____

City Attorney

SALT LAKE COUNTY

By: _____

Mayor or Designee

Date signed: _____

APPROVED AS TO FORM:

ANIMAL SERVICES ATTORNEY

By: _____

Deputy County Attorney

Interlocal Cooperative Agreement

(Sustainability Services)

THIS INTERLOCAL COOPERATIVE AGREEMENT (this “*Agreement*”) is made effective 1 July 2019 by and between the city of **COTTONWOOD HEIGHTS**, a municipal corporation of the state of Utah (“*Cottonwood Heights*”); the **CITY OF HOLLADAY**, a municipal corporation of the state of Utah (“*Holladay*”); and the city of **MILLCREEK**, a municipal corporation of the state of Utah (“*Millcreek*”). Cottonwood Heights, Holladay and Millcreek are each referred to herein as a “*Party*” and are collectively referred to herein as the “*Parties*.”

RECITALS:

A. Each of the Parties is a Utah municipality located in the central Eastern portion of Salt Lake County, an urbanized population center totaling approximately 1.15 Million residents.

B. Because 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, the Parties believe that the energy sources utilized by and within each of the Parties’ boundaries can significantly impact public health, safety and welfare.

C. 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.

D. The Parties desire to (1) take actions which promote the health, safety and welfare of the City’s residents, and (2) enhance their own economic well-being and that of their respective residents through prudent management of their respective financial resources.

E. The Parties believe that determining and undertaking (as determined individually by each Party) a suite of actions designed to reduce fossil fuel dependence and otherwise protect and preserve the natural environment while appropriately balancing financial stewardship and promoting economic growth is an important component of adjusting to a changing climate and safeguarding public health, safety and welfare.

F. To that end, the Parties desire to collaboratively explore sustainable energy sources, best practices for shifting towards renewable energy, methods to improve air quality and reduce harmful health impacts of poor air quality, maintain and improve water quality and availability, conserve open space, safeguard the natural environment, maintain the quality of life, and otherwise determine areas of possible improvement within their respective municipal operations regarding energy efficiency and environmental sustainability (collectively, “sustainability”) by sharing the cost of a Cottonwood Heights employee who will focus a specific portion of that employee’s work time on sustainability issues and possible solutions anticipated to be of common interest to the Parties.

G. Pursuant to the authority granted in the Interlocal Cooperation Act (UTAH CODE ANN. § 11-13-101, *et seq.*) (the “*Interlocal Act*”), the Parties desire to enter into an “interlocal agreement” governing such sustainability services.

H. The Parties are “public agencies” for purposes of the Interlocal Act, and, consequently, are authorized to enter into this Agreement.

G. The Parties have determined that it is mutually advantageous to enter into this Agreement.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Act, the Parties hereby agree as follows:

Section 1. **Services.** Cottonwood Heights will designate a qualified employee (the “Employee”) to act as joint resource for the Parties concerning sustainability. To that end, the Employee will devote 12-18 work hours per week performing the following sustainability-related services (the “Services”) anticipated to ultimately benefit all of the Parties:

(a) Seek mutually beneficial, financially feasible methods to increase energy efficiency and the utilization through use 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.

(b) Develop programs designed to encourage businesses and contractors to pursue energy efficiency and to use sustainable energy practices, including in connection with development of roads and buildings.

(c) Working in conjunction with Rocky Mountain Power, develop a plan to pursue a goal of achieving a 100% renewable electricity supply for municipal operations, and within jurisdictions, by such dates as may be specified by the Advisory Board (defined below), without compromising the three principles of affordability, reliability and environmental stewardship, all in compliance with the Community Renewable Energy Act, UTAH CODE ANN. 54-17-901 *et seq.*

(d) Develop programs to improve air quality and reduce harmful health impacts of poor air quality, maintain and improve water quality and availability, conserve open space, safeguard the natural environment, maintain the quality of life, and otherwise achieve sustainability purposes and goals.

(e) Analyze possible resulting budgetary and fiscal impacts and provide interim milestones and annual progress reports as specified by the Advisory Board.

(f) Provide written reports to the Parties at least once each calendar quarter describing the Services performed during the prior three-month period and the Services anticipated to be performed during the upcoming three-month period.

Section 2. **Employment Status.** The Employee shall be an employee of Cottonwood Heights alone and shall not be, or be deemed to be, an employee of either Holladay or Millcreek. Cottonwood Heights shall have complete control and discretion over the Employee, including, without limitation, the rights to hire, to fire, to discipline and to replace the Employee in

accordance with applicable law and Cottonwood Heights' own policies and procedures. As the Employee's employer, Cottonwood Heights alone shall be responsible for payment of the Employee's salary, wages, and other compensation and benefits, including retirement contributions and health insurance coverage. Although Cottonwood Heights shall be entitled to the compensation from Holladay and Millcreek specified in Section 3 below, the Employee shall have no direct right to compensation or benefits from Holladay or Millcreek for Services provided hereunder.

Section 3. **Compensation.** Each of Holladay and Millcreek shall defray the Employee-related costs incurred by Cottonwood Heights by paying a quarterly fee (the "*Fee*"). During the first year of this Agreement, the Fee payable by Holladay and Millcreek to Cottonwood Heights shall be \$_____. Thereafter, the Fee may be increased by Cottonwood Heights, upon at least 30 days' prior written notice to the other Parties, as deemed reasonably necessary by Cottonwood Heights due to increases (or anticipated increases) in the Employee-related costs incurred (or to be incurred) by Cottonwood Heights. Cottonwood Heights will endeavor to announce any future Fee increases at an appropriate time of the Parties' annual budgeting cycles. Such Fee payments shall be due and payable to Cottonwood Heights on the first day of each July, October, January and April, and shall be delinquent on the tenth day of each such month, with the first Fee payment shall be due on 1 July 2019. Interest at ten percent per annum shall accrue on any past-due amounts.

Section 4. **Designation of Services.** The specific Services to be performed by the Employee from time to time shall be designated by Cottonwood Heights in consultation with a joint board (the "*Advisory Board*") consisting of each Party's manager or designee. The Advisory Board shall meet at least once every six months to discuss, among other things, the results of the Employee's past Services and the scope of the Employee's future Services.

Section 5. **Conflict Resolution.** In the event of a dispute between the Parties regarding this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that representatives of each of the Parties will meet as soon as practical to discuss and attempt to resolve the dispute. If the Parties do not agree, then the dispute shall be resolved pursuant to Section 10 below.

Section 6. **Indemnity.** The Parties are governmental entities under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. § 63-30d-101, *et seq.*) (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each of the Parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. No Party waives any defenses otherwise available under the Immunity Act nor does any Party waive any limits of liability currently provided by the Immunity Act.

Section 7. **Term.** This Agreement shall be effective immediately upon its full execution and delivery. This Agreement is terminable by any Party at any time after 30 June 2020 following at least 20 days' prior written notice to the other Parties. If not sooner terminated, this Agreement shall terminate on 30 June 2069.

Section 8. **Additional Interlocal Act Issues.**

(a) No Separate Entity. This Agreement does not create a separate legal/interlocal entity.

(b) Joint Board. As required by UTAH CODE ANN. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by the Advisory Board. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by the Advisory Board.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

Section 9. **Notice**. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two business days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

Cottonwood Heights: COTTONWOOD HEIGHTS
Attn. Tim Tingey, City Manager
2277 East Bengal Blvd.
Cottonwood Heights, UT 84121

With a copy to: Wm. Shane Topham
JONES WALDO
170 South Main Street, 15th Floor
Salt Lake City, UT 84101

Holladay: CITY OF HOLLADAY
Attn. Gina Chamness, City Manager
4707 South Holladay Blvd.
Holladay, UT 84117

With a copy to: Todd Godfrey
HAYES GODFREY BELL, P.C.
2118 East 3900 South, Suite 300
Holladay, UT 84124

Millcreek: MILLCREEK
Attn. John Geilmann, City Manager
3330 South 1300 East
Millcreek, UT 84106

With a copy to: John N. Brems
BREMS LAW
c/o 3330 South 1300 East
Millcreek, UT 84106

Section 10. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

Section 11. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

Section 12. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

Section 13. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 14. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

Section 15. **Time.** Time is the essence of this Agreement.

Section 16. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

Section 17. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 18. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

Section 19. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 20. **Litigation Expenses.** If any action, suit or proceeding is brought by a party concerning this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

Section 21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 22. **Approval by Attorneys.** This Agreement shall be submitted to the authorized attorneys for each of the Parties for approval in accordance with UTAH CODE ANN. § 11-13-202.5.

IN WITNESS WHEREOF, each of the Parties, by resolution duly adopted by its council, has caused this Agreement to be signed by its mayor and attested by its recorder.

ATTEST:

COTTONWOOD HEIGHTS

Paula Melgar, Recorder
Date signed: _____

By: _____
Michael J. Peterson, Mayor
Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____
Wm. Shane Topham, City Attorney
Date Signed: _____

ATTEST:

CITY OF HOLLADAY

Stephanie Carlson, Recorder
Date signed: _____

By: _____
Robert Dahle, Mayor
Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____
Todd Godfrey, City Attorney
Date Signed: _____

ATTEST:

CITY OF MILLCREEK

Elyse Greiner, Recorder

Date signed: _____

By: _____

Jeff Silvestrini, Mayor

Date signed: _____

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-202.5:

By: _____

John N. Brems, City Attorney

Date Signed: _____

**REDEVELOPMENT AGENCY OF THE
CITY OF HOLLADAY**

RDA RESOLUTION NO. 2019-03

**A RESOLUTION ADOPTING A FINAL BUDGET; MAKING
APPROPRIATIONS FOR THE SUPPORT OF THE
REDEVELOPMENT AGENCY OF THE CITY OF HOLLADAY FOR
THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING
JUNE 30, 2020.**

WHEREAS, the Executive Director of the Redevelopment Agency of the City of Holladay, as required by law, submitted to the Holladay Redevelopment Agency Board a tentative budget including all supporting schedules and data (herein the “*Tentative Budget*”) on May 2, 2018 for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020; and

WHEREAS, the Tentative Budget was tentatively adopted by the Board of Directors of the Redevelopment Agency on May 2, 2019; and

WHEREAS, pursuant to law, a copy of the Tentative Budget was placed on record in the City Recorder’s Office for inspection by the general public during normal office hours, at least ten days prior to its final adoption; and

WHEREAS, pursuant to law, a public hearing to receive public comment and consider adoption of a final budget (herein the “*Budget*”) was held on June 6, 2019 at approximately 6:30 p.m. in the City Council Chambers located at 4580 South 2300 East, Holladay, UT; and

WHEREAS, pursuant to law, the date, time, and place of the public hearing, the right of citizens to be heard, the location of the City Recorder’s Office where the Tentative Budget was available for public inspection, was published in at least one issue of a newspaper of general circulation published within Salt Lake County at least seven days prior to said public hearing; and

WHEREAS, all interested persons in attendance at the public hearing were given an opportunity to be heard, for or against, the estimate of revenues and expenditures or any item thereof in the Tentative Budget; and

WHEREAS, it is the intent and desire of the Redevelopment Agency of the City of Holladay to comply with all applicable State and local laws regarding the adoption of the Budget; and

WHEREAS, the Redevelopment Agency of Holladay City finds that it is in the best interests of the citizens of the City of Holladay to adopt a final budget for the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of the City of Holladay, Utah as follows:

SECTION I
BUDGET ADOPTION

A. The budgeted amounts shown in *Exhibit A*, the Redevelopment Agency of the City of Holladay 2019/2020 Budget attached hereto and by this reference incorporated herein, are hereby appropriated for the corporate purposes and objects of the Agency for the fiscal year commencing July 1, 2019, and ending June 30, 2020, and are hereby adopted as the Budget of the Redevelopment Agency of the City of Holladay, Utah for the Fiscal Year 2019-20.

B. Pursuant to law, a copy of the Budget for each fund within the Budget shall be certified by the Executive Director as the "Budget Officer" and shall be filed with the State Auditor within 30 days after adoption of the Budget.

C. Pursuant to law, a certified copy of the Budget shall be filed in the office of the City Recorder and shall be available for public inspection during regular business hours.

SECTION II
FURTHER ACTION

In addition to the foregoing, the Executive Director is hereby directed to implement any other necessary actions pertinent to the adoption of the Budget. Such actions may include, but are not necessarily limited to, notification, reporting, and publishing as required by and consistent with applicable law.

SECTION III
SEVERABILITY

If any provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

SECTION IV
EFFECTIVE DATE

This Resolution shall take effect immediately upon posting, as required by law, deposited and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this _____ day of June, 2019.

REDEVELOPMENT AGENCY OF
HOLLADAY CITY

By: _____
Sabrina R. Petersen, Chairman

VOTING:

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

ATTEST:

Stephanie N. Carlson, MMC
Secretary

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

RECORDED this _____ day of June, 2019.

CITY OF HOLLADAY Redevelopment Agency
Budget Amendment #1, 2018-9

	FY 2016-17 Budget	Additional Funds	Amended Budget
Millrock			
<u>Revenue</u>			
Increment	1,364,218	100,558	1,464,776
<u>Expenses</u>			
Payment to Granite School District	560,000	50,000	610,000
Holladay Village			
<u>Revenue</u>			
Tax Increment	228,799	92,509	321,308
<u>Expenses</u>			
Increment Sharing per 2017 Agreement	0	100,000	100,000

**REDEVELOPMENT AGENCY OF THE
CITY OF HOLLADAY**

RESOLUTION RDA No. 2019-02

**A RESOLUTION APPROVING AN AMENDMENT OF THE
BUDGET FOR THE REDEVELOPMENT AGENCY OF THE CITY OF
HOLLADAY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018
AND ENDING JUNE 30, 2019**

WHEREAS, on June 21, 2018, the Board of Directors of the Redevelopment Agency of Holladay adopted by resolution the budget for the City of Holladay for the fiscal year beginning July 1, 2018 and ending June 30, 2019, in accordance with the requirements of the state statute; and

WHEREAS, the Executive Director of the Redevelopment Agency has prepared and filed with the City Recorder a proposed second amendment to the adopted budget for consideration by the Board of Directors; and

WHEREAS, said proposed amendment reflects changes in the budget from an increase in revenues and expenditures; and

WHEREAS, the proposed amendments have been duly noticed and public hearings were held on June 6, 2019; and

WHEREAS, all conditions precedent to the amendment of the Redevelopment Agency's budget have been accomplished; and

WHEREAS, the Board of Directors of the Redevelopment Agency determines that amending the fiscal year 2018-2019 budget for the Redevelopment Agency is in the best interest of the health, safety, and welfare of the citizens of the City of Holladay, Utah.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of the City of Holladay, Utah as follows:

**SECTION 1
BUDGET ADOPTION**

The budget amendments attached hereto as *Exhibit A* and made a part of this Resolution is hereby adopted and incorporated in the budget of the Redevelopment Agency of the City of Holladay, Utah for the fiscal year beginning July 1, 2018, and ending June 30, 2019 in accordance with the requirements of state law.

**SECTION 2
CERTIFICATION**

The City Recorder is hereby directed to have this Resolution certified by the Chairman of the Redevelopment Agency as Budget Officer.

**SECTION 3
EFFECTIVE DATE**

This Resolution shall take effect immediately upon posting.

PASSED AND APPROVED this _____ day of June, 2019.

**REDEVELOPMENT AGENCY OF
HOLLADAY CITY**

By: _____
Sabrina R. Petersen, Chairman

VOTING:

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

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

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

RECORDED this _____ day of June, 2019.

MEMORANDUM

To: Holladay City Council
From: Hayes Godfrey Bell, P.C.
Date: June 4, 2019
Re: Community Renewable Energy Act

Introduction

A newly codified law—the Community Renewable Energy Act (“Act”)—allows customers of a qualified utility to be served by an electric energy source that is naturally replenished (e.g., wind, solar photovoltaic, thermal solar, geothermal, or hydroelectric) if the municipality or county in which the customer resides satisfies certain administrative requirements.

Councilman Steve Gunn expressed an interest in making renewable energy available to residents of the City of Holladay (“Holladay” or “City”). The purpose of this memorandum is to outline the administrative requirements the City must satisfy to make the Community Renewable Energy Program available to its residents.

Summary of the Community Renewable Energy Act

This past session, the Utah State Legislature passed House Bill 411—the Community Renewable Energy Act. The Act became effective law on May 14, 2019, and has been codified at *Utah Code Ann.* § 54-17-901 et seq.

The Act creates a Community Renewable Energy Program (“Program”) and authorizes the Utah Public Service Commission (“Commission”) to adopt administrative rules to govern the same.

The Program allows Rocky Mountain Power to transition to a net-100% renewable electricity portfolio for customers in participating municipalities. Customers who do not wish to participate may opt out on an individual basis.

There are three requirements for the City of Holladay to participate in the Program—adopt a resolution, enter into an agreement with Rocky Mountain Power, and adopt an ordinance—as follows:

1. **Resolution.** The City must adopt a resolution by December 31, 2019, that states a goal of achieving an amount equivalent to 100% of the annual electric energy supply for participating customers from a renewable energy source by 2030;
2. **Agreement.** The City must enter into an agreement with Rocky Mountain Power determining the obligation for the payment of any termination charges that are not paid

by a participating customer, identifying any initially proposed replaced asset, and with a stipulation of payment by Holladay to Rocky Mountain Power for the costs of

- a. third-party expertise contracted for by the Utah Division of Public Utilities for assistance with activities associated with initial approvals of the Program; and
 - b. provide notice to Holladay residents (in accordance with U.C.A. § 54-17-905) of the projected rates and terms of participation in the Program, an estimated comparison to otherwise applicable rates, and any other information required by the Commission; and
3. **Ordinance.** Within 90 days after the date of the Commission order approving the Program, the City must adopt an ordinance that establishes participation in the Program, is consistent with its agreement with Rocky Mountain Power, and complies with any other terms or conditions required by the Commission.

Next Steps

Should the City Council determine that it wishes for Holladay to participate in the Community Renewable Energy Program, the immediate next steps are to consider and adopt a resolution stating a goal of 100% renewable energy supply for participating customers, and to contact Rocky Mountain Power to begin negotiating the terms of an agreement to participate in the Program.

Once the Public Services Commission adopts administrative rules for the Program (and assuming the City passes the above-described ordinance and enters into an agreement with Rocky Mountain Power), the City must adopt an ordinance within ninety (90) days.

Summary Report for City Council

To: City Council Members
From: Gina Chamness, Paul Allred, Jon Teerlink
Meeting Date: June 13, 2019
Subject: Implementation of SB 34, Affordable Housing Modifications

Action Needed/Recommendation: This staff report provides information related to the implementation of key provisions of SB 34. Staff requests Council direction on housing strategies to comply with the newly adopted law, and suggests that the Council direct staff to begin a process to consider accessory dwelling units (ADUs) in some residential zones.

Section 1: Background – Requirements of Senate Bill 34

Senate Bill 34, adopted by the Legislature during the 2019 session, made changes to General Plan requirements for cities. Specifically, this bill now requires cities to plan for housing for residents of all income levels and plan to coordinate that housing with transportation. While a moderate income housing plan requirement has existed in statute since the 1990s, this bill provides stronger guidance on that requirement and implements an annual reporting requirement. Updates to each city's moderate income housing section of their General Plan must be completed by **December 1, 2019**. Section 2 below provides process and timeline to complete these General Plan changes by mid-October.

In addition, cities are now required to choose from a menu of specific housing strategies and report on those requirements annually. Cities must implement and report on **three or more** of the following strategies each year in order to be eligible for state transportation funds via either the Transportation Investment Fund (TIF) or the Transit Transportation Investment Fund (TTIF).

1. Rezone for densities necessary to assure the production of moderate income housing
2. Facilitate the rehabilitation or expansion of infrastructure that will encourage the construction of moderate income housing
3. Facilitate the rehabilitation of existing uninhabitable housing stock into moderate income housing
4. Consider General Fund subsidies or other sources of revenue to waive construction related fees
5. Create or allow for, and reduce regulations related to, accessory dwelling units in residential zones
6. *Allow of higher density or moderate income residential development in commercial or mixed use zones, commercial centers or employment centers*
7. Encourage higher density or moderate income residential development near major transit investment corridors
8. *Eliminate or reduce parking requirements for residential development where a resident is less likely to own their own vehicle*
9. Allow for single room occupancy developments
10. Implement zoning incentives for low to moderate income units in new developments

11. Utilize strategies that preserve subsidized low to moderate income units on a long term basis
12. Preserve existing moderate income housing
13. Reduce Impact Fees related to low and moderate income housing
14. Participate in a community land trust program for low and moderate income housing
15. Implement a mortgage assistance program for employees of the municipality or an employer that provides contracted services to the municipality
16. Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing
17. Apply for or partner with an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity
18. Apply for or partner with an entity that applies for affordable housing programs administered by the Department of Workforce Services
19. Apply for or partner with an entity that applies for programs administered by an association of governments established by an interlocal agreement
20. Apply for or partner with an entity that applies for services provided by a public housing authority to preserve and create moderate income housing
21. Apply for or partner with an entity that applies for programs administered by a metropolitan planning organization or other transportation agency that provides technical planning assistance
22. Utilizes a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency
23. Any other program or strategy implemented by the municipality to address the housing needs of residents of the municipality who earn less than 80% of the area median income.

Of the 23 items listed, staff believes current city ordinance already accomplishes two strategies. Those items are italicized in the above list and include higher densities allowed in the existing (2007) site development master plan for the RMU zone, as well as the HV zone. In addition, we believe the reduced residential parking requirements in the HV Zone (Chapter 13.80) comply with strategy 8. Of the remaining items listed, Council members have indicated an interest in Strategy 5 above, related to reduced restrictions for Accessory Dwelling Units or ADUs. Section 3 below outlines process, potential timeline, and issues to consider in adopting an ordinance to reduce restrictions on ADUs.

In addition, over the coming months, staff will also explore strategies to utilize housing set asides from the Holladay Village and Millrock RDAs, as well as exploring options for a partnership with an agency that applies for state or federal funds to provide construction of moderate income housing, and will bring those potential options to the Council when more details are available.

Section 2: Moderate Income Housing Plan Updates (Process and Timeline)

The 2016 rewrite of the City of Holladay General Plan (current, July 14th 2016) addresses MIH issues and potentialities within the city (Chapter 5). The current version provided compliance with previous Utah State Code requirements (Section 10-9a-403). As adopted, SB 34 amended this section of state code and further clarifies the municipality's role. Specifically, the revisions require a municipality to adopt, or amend accordingly, the following elements;

- Land Use element: consider location(s) of land for housing residents of various income levels in addition to the other categories of public and private uses of land
- Transportation and Traffic Circulation element: “Provide the general location and extent” of active transportation facilities in addition to freeways, arterial and collector streets, public transit, and other modes of transportation and correlate the plan with population and employment projections, and proposed land use elements
- Moderate Income Housing (MIH) element: provide for reasonable opportunities for a variety of housing - including MIH, by;
 - 1) meeting the needs of people of various income levels living, working, or desiring to live or work in the community;
 - 2) allowing people with various incomes to benefit from and participate in all aspects of neighborhood and community life, and
 - 3) Provide analysis on how to provide a realistic opportunity for the development of MIH within 5 years

And shall include a recommendation to implement 3 or more of the strategies listed in the bill’s “menu”
- Annual Reporting and Review Schedule element: annually review of and implementation of the MIH plan. Reporting shall include;
 - a) revised estimate of the need for MIH in the next 5 years;
 - b) description of progress made to provide MIH by analyzing and publishing data on the # of housing units that are at or below 80%, 50%, and 30% adjusted median family income;
 - c) description of efforts to utilize a MIH set-aside from community reinvestment agency, redevelopment agency, or community development and renewal agency;
 - d) description of the implementation of the MIH recommendations aka ‘menu’

Adopting these elements require Holladay City Council to make revisions to Chapter 5 of the City of Holladay General Plan. Amendments initiated by council are processed according legislative review and approval procedures are set for in Holladay Ordinance 13.71.020 and shall follow this process;

I. Staff review and research - ** – **July 19th**

- A. General Plan elements requiring revision
- B. Research and update of Holladay; percentage of land use by location, income levels at 80%, 50% and 30% and housing stock & distribution
- C. Draft amendments accordingly

II. Optional Open House – **July 30th**

- A. Prepare and mail/publish dates of open house

III. Public Notification of Planning Commission Hearing - **July 22th** (modified for Pioneer day holiday)

- A. Prepare required noticing content 13.07.020.E2
- B. Mailed/post Notice of Intent **10 days prior** to first public *Hearing* (Planning Commission)
 1. Each affected Entity (staff to update contact list)

2. Automated Geographic Reference Center (AGRC)
 3. Wasatch Front Regional Council
 4. Utah Public Notice website
 5. Published in newspaper
 6. Publish in Holladay Journal (August edition)
 7. City's website
- IV. Planning Commission, recommending body - **August 6th – September 3rd**
- A. First meeting
 1. Public comment period
 2. Presentation by staff and discussion of draft amendments
 3. Staff to make modifications as directed by the Planning Commission
 - B. Second meeting
 1. Post notice of meeting **3 days** in advance
 2. Presentation by staff of changes, if any
 3. Discussion and recommendation; (process continues if no recommendation is made)
- V. Public Notification of City Council Hearing – **September 18th**
- A. Revise required notice content – if necessary
 - B. Mailed/post Notice of Intent **10 days prior** to first public *Hearing* (City Council)
 1. Each affected Entity (staff to update contact list)
 2. Automated Geographic Reference Center (AGRC)
 3. Wasatch Front Regional Council
 4. Utah Public Notice website
 5. Published in newspaper
 6. Published in Holladay Journal (October)
 6. City's website
- VI. City Council, approving body - **October 10th - ****
- A. First meeting
 1. Public comment period
 2. Presentation by staff and discussion of draft amendments
 3. Staff to make modifications as directed by the Council
 - B. Second meeting
 1. Post notice of meeting **3 days** in advance
 2. Presentation by staff of changes, if any
 3. Discussion and recommendation; (process continues if no recommendation is made)

Section 3: ADU Process, Timeline, and Issues to Consider

Staff plans to begin consideration of potential ordinance changes to permit ADUs with a period of public engagement, which will include communication via Journal articles and City email blasts, Open Houses, and potentially a targeted survey using the Y2 Analytics panel, as well as policy discussion with the Council. Following this input, staff will prepare a draft ordinance. The Planning Commission will then

review the proposed draft in work meetings, conduct an open house, and recommend an ordinance, and then forward that ordinance to the Council. We anticipate the initial outreach process will occur in August and September, with the Planning Commission beginning their deliberations in September/October, and the City Council addressing the issue in the late fall. Following are initial questions/issues that we believe must be addressed in this process.

KEY ISSUES TO CONSIDER

- What is an ADU and are they allowed elsewhere?
- Why ADU's and not some other option?
- What is working in other communities?
- What is *not* working in other communities?
- Best Management Practices
 - What are the minimum lot sizes or zones that should be allowed for ADU's?
 - Parking requirements
 - Minimum and maximum size and height of ADU to be allowed?
 - May the ADU be separately owned from the main house? (Dwelling Group?)
 - May the ADU be detached?
 - Owner / Occupancy. Must property owner live on-site?
 - Will the ADU be permitted as an "Over the Counter" permit when the property and ADU meet approval criteria?
 - If ADU is conditional use, will there be spatial separation requirements between ADU them in any given neighborhood?
 - Architectural requirements?