



**NOTICE OF A MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, MARCH 16, 2023**

- 5:00 p.m. Council Work Meeting & Dinner**
a. Review of 2023 Legislative Session - *Dave Spatafore*
- 5:45 p.m. Introduction of Federal Lobbyist Ryan Leavitt**

PUBLIC NOTICE IS HEREBY GIVEN that the Holladay City Council will hold a Council meeting **Thursday, March 16, 2023 at 6:00 pm** 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*

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

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

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

AGENDA

- I. **Welcome** – Mayor Dahle
- II. **Pledge of Allegiance**
- III. **Public Comments**
Any person wishing to comment on any item not otherwise on the agenda may provide their comment via email to the Council prior to 5:00 p.m. on the date of the meeting to scarlson@cityofholladay.com, with the subject line: Public Comment. Comments are subject to the Public Comment Policy set forth below
- IV. **Reports**
 - a. **I-80 & I-215 Renewed project update** - *Rebecka Stromness (UDOT PM) and Molly Betebenner*
 - b. **UFA Quarterly Report** - *Capt. Dan Brown*
 - c. **UPD Quarterly Report** – *Chief Justin Hoyal*
- V. **Consideration of Resolution 2023-05 Approving a Cooperative Agreement with the Utah Department of Transportation Relating Planning and Construction** (proposed a project to Realign Murray Holladay Road at 4705 South to a T-intersection and add a new full traffic stop HAWK pedestrian crossing)
- VI. **Consideration of Resolution 2023-06 Approving a Cost-Sharing Agreement with Millcreek City Relating to the Installation of a High-Intensity Activated Crosswalk (HAWK) Beacon** (the installation of a High-Intensity Activated Crosswalk Beacon (“HAWK” signal) located at

approximately 1500 E and Murray-Holladay Rd)

- VII. ***Consideration of Resolution 2023-07 Notifying the Judicial Council of the State of Utah of the Intent to Expand the Jurisdiction of the Holladay Justice Court to Include the Corporate Boundaries of Millcreek***
- VIII. ***Consideration of Resolution 2023-08 Approving an Interlocal Agreement with Millcreek for Justice Court Services***
- IX. ***Consent Agenda***
 - a. *Approval of Minutes – Jan.12, 19, Feb 2 & 16, 2023*
- X. ***City Manager Report - Gina Chamness***
- XI. ***Council Reports & District Issues***
- XII. ***Reconvene City Council in a Work Meeting***
 - b. *Flood Control Presentation - SLCounty*
 - c. *Discussion on Flock Cameras – Gina & Chief Hoyal*
 - d. *Discussion regarding Rep. Curtis’s visit*
 - e. *Calendar*
 - Council Meetings- April 6, 13 & 20, May 4, 11 & 18, June 1, 8 & 15*
- XIII. ***Closed Session pursuant to Utah Code Section 52-4-204 & 205 to Discuss the Physical or Mental Health or Professional Competence of an Individual, Potential Litigation, Property Acquisition and Disposition***
- XIV. ***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:

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

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



Unified Fire Quarterly Report

CITY OF HOLLADAY

Quarter 4
Oct. 1, 2022 - Dec. 31, 2022

Call Volume

TOTAL INCIDENTS

499

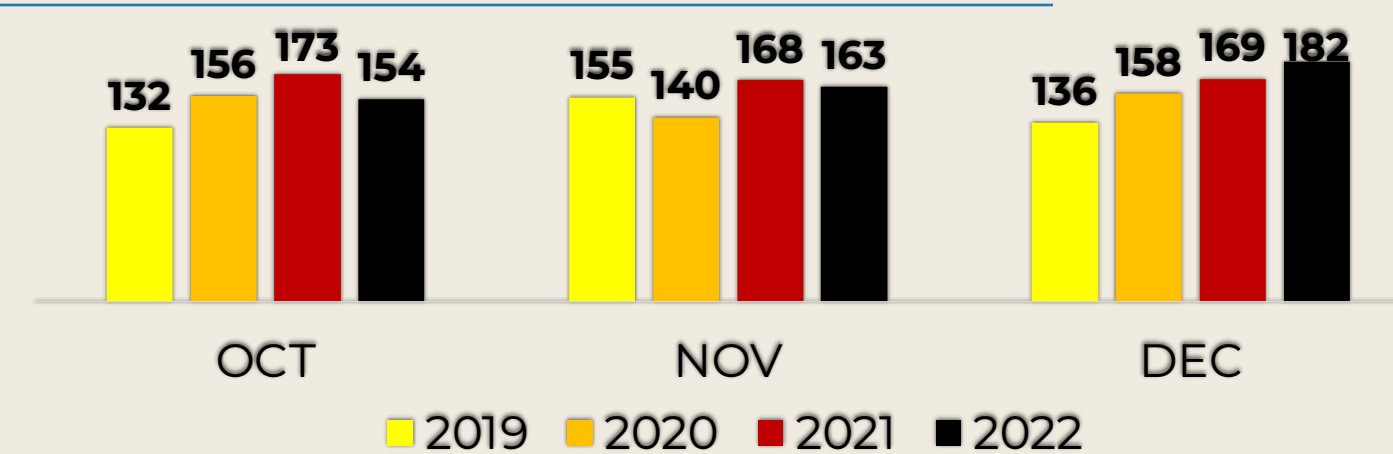
EMERGENT

157

% EMERGENT

31%

Four Year Monthly Comparison



Call Type

TOP **FIRE** DISPATCHES

- Structure Fire **(4)**
- Outside Rubbish Fire **(3)**
- Fire, Other **(2)**

TOP **EMS** DISPATCHES

- Falls **(64)**
- Sick Person **(31)**
- Responder Request **(21)**
- Breathing Problem **(17)**
- Unconscious **(17)**

TOP **OTHER** DISPATCHES

- False Alarm & False Call, Other **(20)**
- Unintentional System/Detector **(19)**
- Public Service Assistance **(15)**
- System or detector malfunction **(7)**
- Other Hazardous **(5)**

Incoming Unit

TOP ENGINE/TRUCK RESPONSES

Station	Units	%
104 - Holladay	365	67.97%
112 - Olympus	61	11.36%
110 - C. Heights	61	11.36%
Others	50	9.31%
Total	537	100%

TOP AMBULANCE RESPONSES

Station	Units	%
104 - Holladay	169	40.43%
110 - C. Heights	102	24.4%
106 - E. Millcreek	67	16.03%
Others	80	19.14%
Total	418	100%

Emergent Total Time

50TH PERCENTILE

05:24

90TH PERCENTILE

07:50

**Dispatch to Arrival (does not include call processing time)*

City of Holladay Liaison

Captain Dan Brown

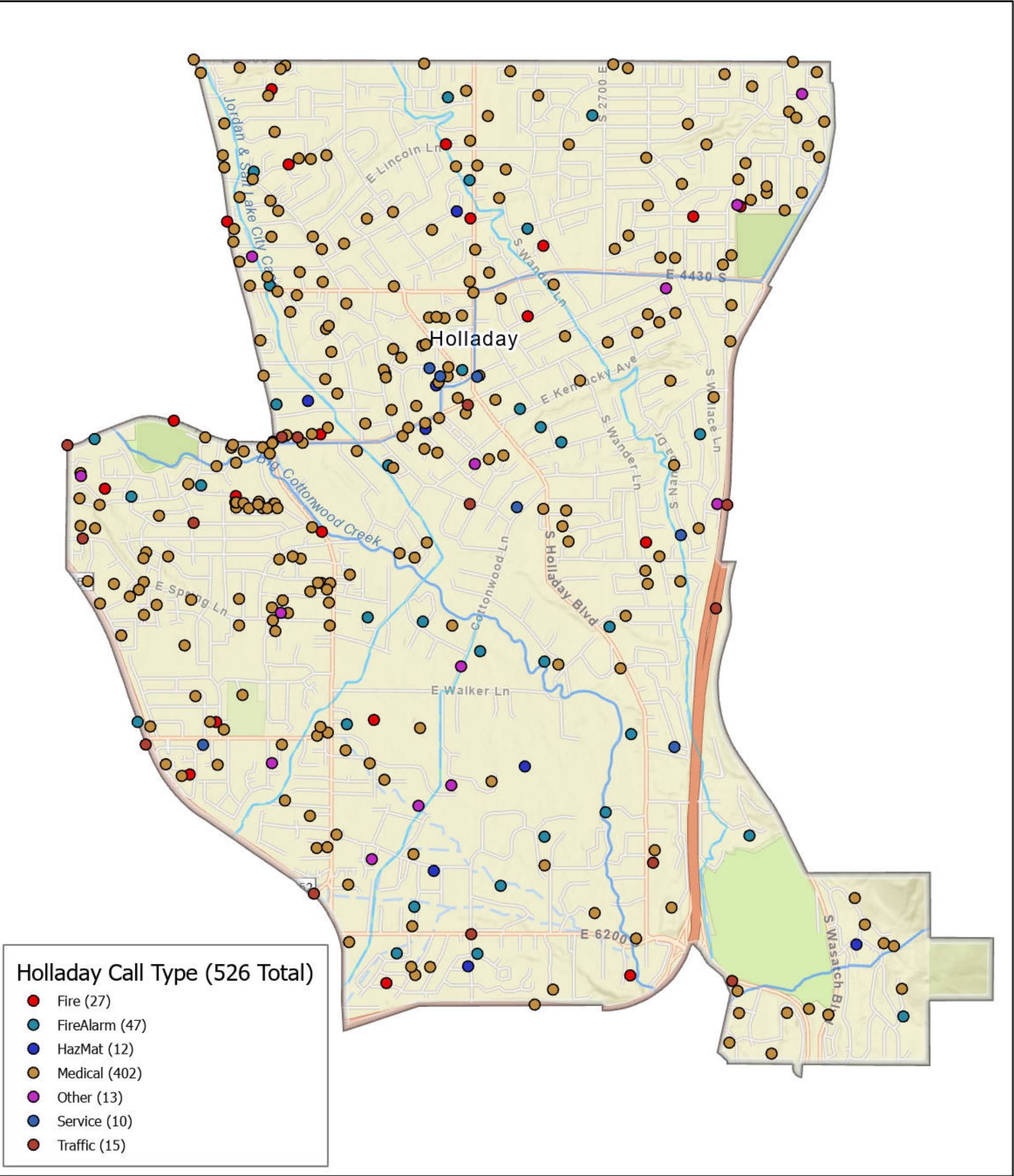
(801) 403-0787

dbrown@unifiedfire.org

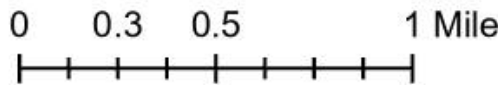


**Most incidents require multiple unit responses (top three shown)*

UFA CALL TYPE October 1 to December 31 2022



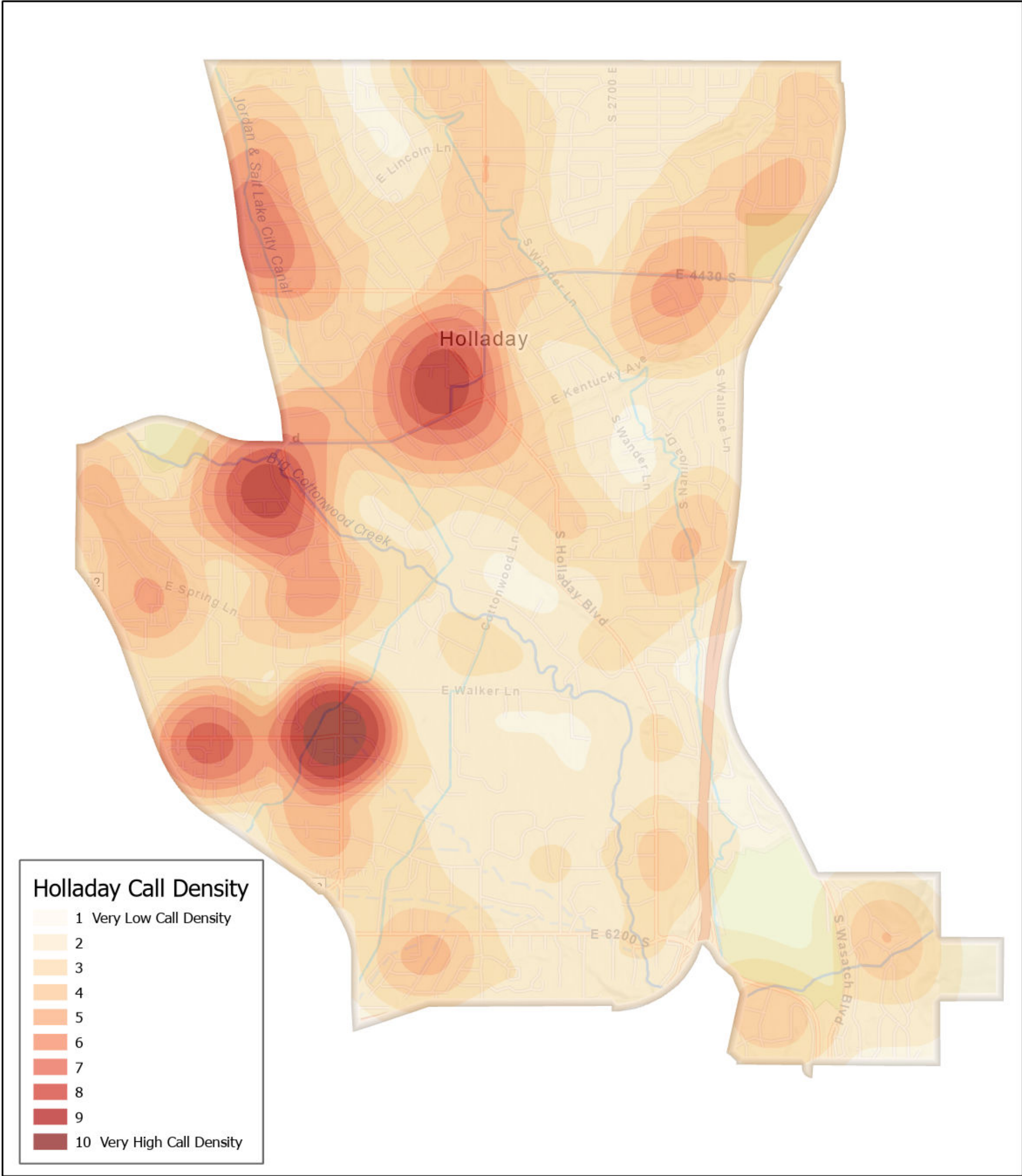
Holladay City



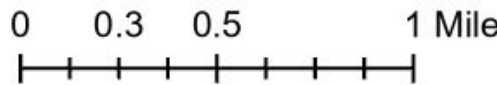
1/5/2023



UFA CALL DENSITY October 1 to December 31 2022



Holladay City



1/5/2023



Unified Fire Authority Wildand Division





The Unified Fire Authority Wildland Division provides highly trained wildland professionals that are called to respond to wildfires as well as all-risk incidents on local, state, and federal levels. Resources also provide valuable education and services to UFA municipalities and Salt Lake County, as well as state and federal jurisdictions. UFA-Wildland offers many opportunities for firefighters within the division on different resources, serving and achieving a range of missions.



Local Resources

UFA-Wildland employs two different local resources for wildfire response, the Camp Williams crew and the Fuels crew. These resources perform suppression and mitigation activities. Camp Williams crew is primarily an engine crew that operates on Camp Williams and immediate surrounding areas, and the Fuels crew operates as a small hand crew in UFA jurisdictions as well as mutual aid areas. Both of these crews run out of UFA station 127 and work closely together, and squads on each crew rotate between each program throughout the summer. Both of these crews are available to Holladay, if not assigned to a fire.



Camp Williams

Camp Williams is a 24,000-acre Utah National Guard (UTNG) installation, located between Salt Lake and Utah Counties that provides many training opportunities for service members and other organizations. Starting in 2013, UFA-Wildland contracted with the UTNG to suppress and manage wildfires for the installation. This allows the UTNG continue to meet their mission and objectives for training of personnel during months of higher fire potential.

The CW crew employs 12-14 personnel and runs several pieces of apparatus. The crew consists of a Fire Management Officer (FMO), an Assistant Fire Management Officer (AFMO) and two 5-6 person squads led by a squad boss. The crew runs 7 days a week with each squad operating roughly on an alternating two days on and two off schedule. Daily activities for the crew consist of morning briefing, coordination with UTNG, physical training (PT), fire and medical training, etc.

Fuels Crew

The Fuels crew helps to cover UFA's 15 municipalities, all unincorporated Salt Lake County lands, and any mutual aid areas from wildfires. The crew started in 2019 to help with mitigation, education, and wildfire suppression efforts in UFA's wildland urban interface (WUI) areas. The Fuels crew consists of a module leader and two 5-6 person squads run by a squad boss. Daily activities include morning briefings, fuels mitigation projects, wildfire risk assessments, and community wildfire education events.



Engine Program

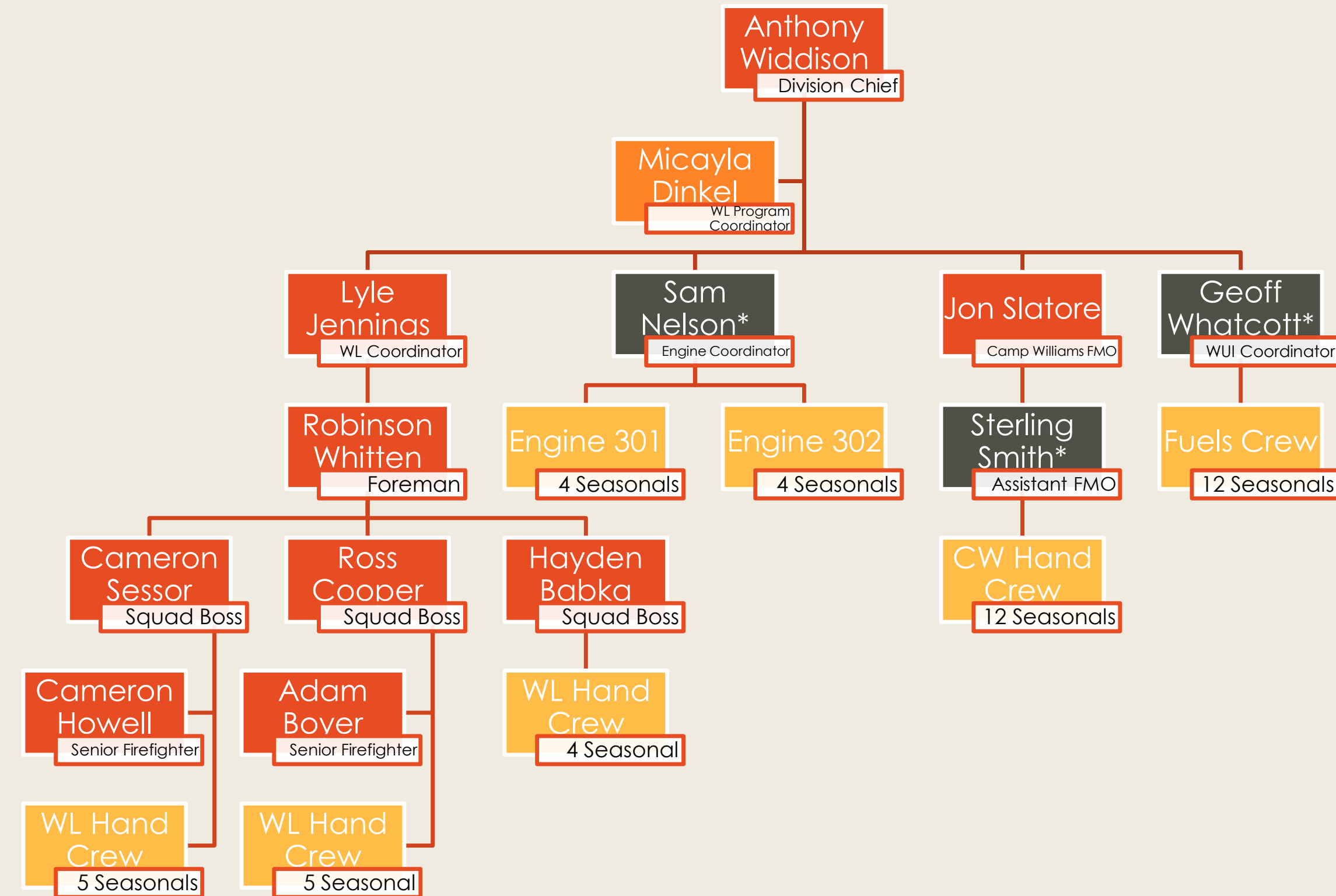
The engine program started in 2005 with one type 6 engine and then expanded to 2 type 3/4 engines, E 301 and E 302, in 2006. The current engine platforms can fulfill the roles of both type 3 and type 4 engines. These engines run out of UFA station 120. They are staffed with 5-6 personnel that include an engine boss (ENGB) and an operator and the other crew members are comprised of people rotated from Camp Williams and the Fuels Crew.

Salt Lake 1

The wildland program started in 1992 as a ten-person initial attack crew. Starting in the 2022 season, SL1 officially started the process to become an Interagency Hotshot Crew (IHC). SL1 runs out of station 120. The crew has 20 personnel with a superintendent, a foreman, 3 squad bosses, and 3 lead crew members.

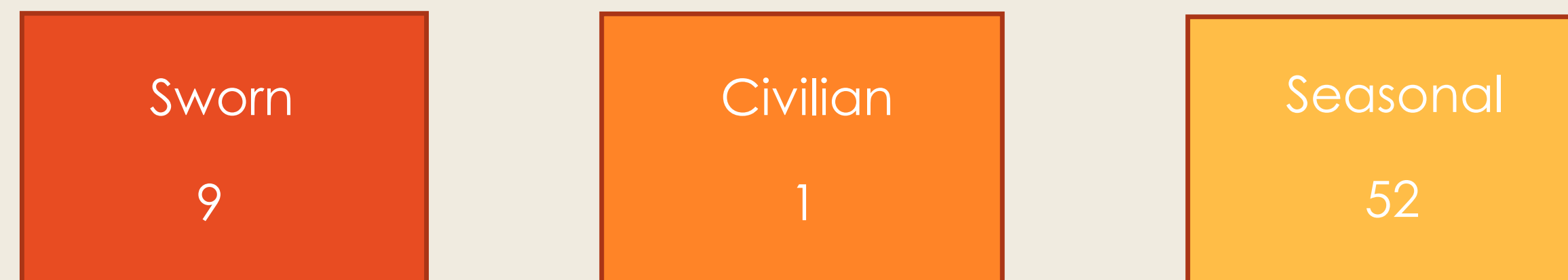
WILDLAND

Organizational Structure



* Wildland utilizes personnel from Emergency Operations from April-October each year. These personnel are on loan from Operations and work under the title of Wildland Specialist. They fill leadership positions on the engines, fuels crew, and with Camp Williams. All costs (salary, overtime, and benefits) are covered by Wildland Fund budget for the time they are assigned to the position. Their absence from Operations does require overtime shifts to cover their shifts.

Staffing (FTEs)





UFA Member Fee – FY22/23

Division budgets broken out by each UFA Member

	EXPENDITURES	REVENUE	MEMBER FEE	UFSA	C. HEIGHTS	HOLLADAY	HERRIMAN	RIVERTON
			100%	71.75%	6.84%	4.36%	7.90%	9.15%
Operations	\$53,412,115	\$12,607,801	\$40,804,314	\$29,277,782	\$2,789,659	\$1,778,530	\$3,224,511	\$3,733,831
Special Operations	\$122,936	\$0	\$122,936	\$88,209	\$8,405	\$5,358	\$9,715	\$11,249
Camp Williams	\$669,291	\$669,291	\$0	\$0	\$0	\$0	\$0	\$0
Fire Prevention	\$1,735,522	\$232,000	\$1,503,522	\$1,078,802	\$102,791	\$65,534	\$118,814	\$137,581
Fire Training	\$1,168,633	\$0	\$1,168,633	\$838,514	\$79,896	\$50,937	\$92,350	\$106,937
EMS	\$1,410,773	\$48,700	\$1,362,073	\$977,310	\$93,121	\$59,368	\$107,636	\$124,638
Special Enforcement	\$1,021,726	\$43,557	\$978,169	\$701,853	\$66,874	\$42,635	\$77,299	\$89,508
USAR	\$772,103	\$740,892	\$31,211	\$22,394	\$2,134	\$1,360	\$2,466	\$2,856
Wildland	\$2,974,524	\$2,652,108	\$322,416	\$231,339	\$22,043	\$14,053	\$25,479	\$29,503
Emergency Mgmt	\$2,985,813	\$3,167,593	(\$181,780)	(\$130,430)	(\$12,428)	(\$7,923)	(\$14,365)	(\$16,634)
Administration	\$3,600,243	\$366,600	\$3,233,643	\$2,320,193	\$221,074	\$140,944	\$255,535	\$295,897
Finance	\$2,678,139	\$1,264,297	\$1,413,842	\$1,014,455	\$96,660	\$61,625	\$111,727	\$129,375
Information Outreach	\$1,052,712	\$29,495	\$1,023,217	\$734,175	\$69,954	\$44,599	\$80,858	\$93,630
Human Resources	\$779,662	\$0	\$779,662	\$559,421	\$53,303	\$33,983	\$61,612	\$71,344
Logistics	\$5,812,997	\$370,462	\$5,442,535	\$3,905,110	\$372,089	\$237,223	\$430,090	\$498,024
Information Technology	\$3,470,756	\$0	\$3,470,756	\$2,490,326	\$237,284	\$151,279	\$274,272	\$317,594
Capital Fund	\$3,679,385	\$0	\$3,679,385	\$2,640,021	\$251,548	\$160,373	\$290,759	\$336,685
TOTAL COST	\$87,347,330	\$22,192,796	\$65,154,534	\$46,749,474	\$4,454,405	\$2,839,879	\$5,148,758	\$5,962,018
Less Excess Fund Balance			\$2,473,601	\$1,774,850	\$169,112	\$107,816	\$195,473	\$226,349
TOTAL MEMBER FEE			\$62,680,933	\$44,974,624	\$4,285,293	\$2,732,063	\$4,953,285	\$5,735,669



UNIFIED
POLICE
GREATER SALT LAKE



Unified Police Department City of Holladay Precinct

Fourth Quarter Report
October – December 2022

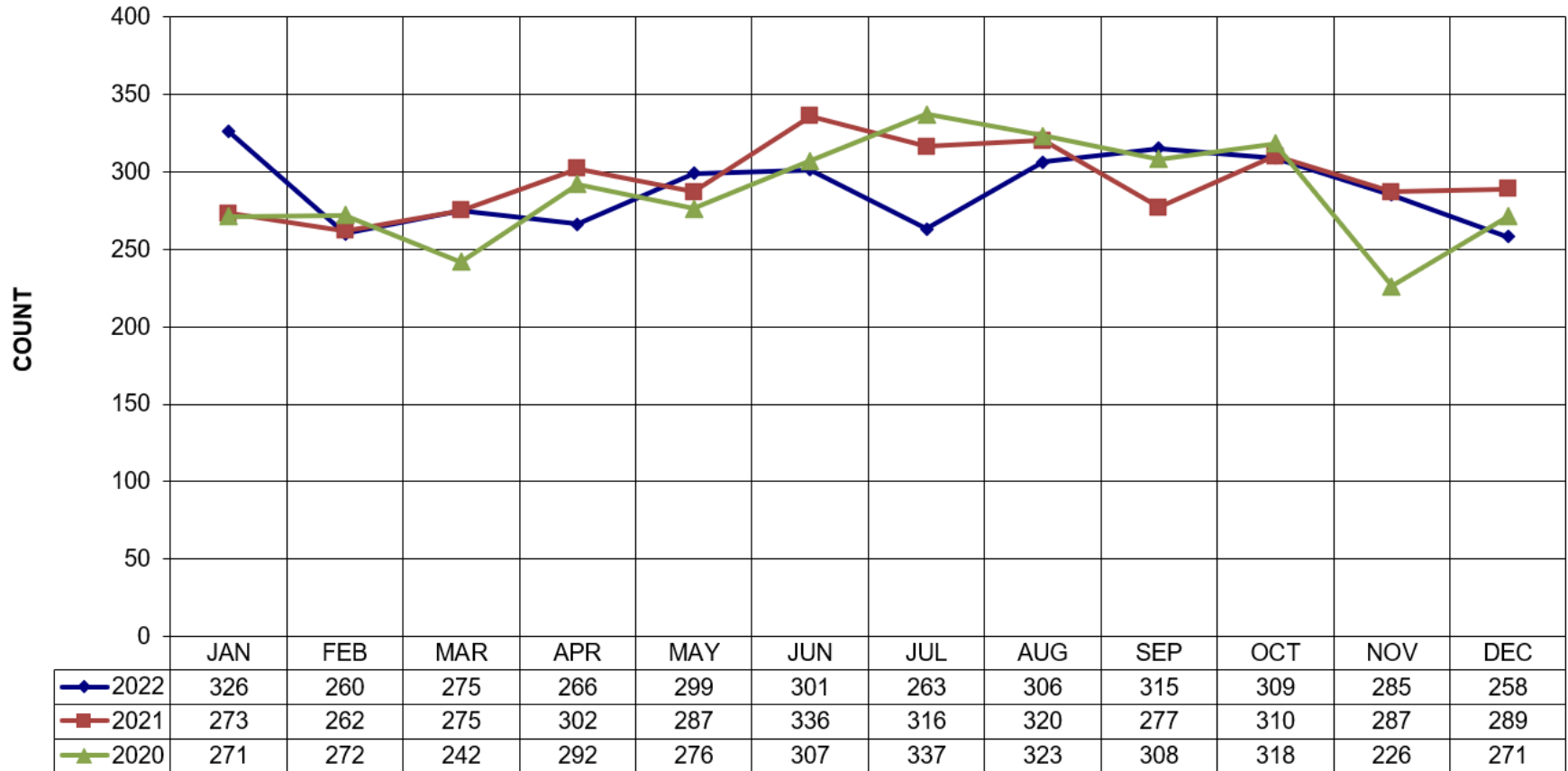


UNIFIED POLICE

GREATER SALT LAKE



City of Holladay Crime Trend 2020-2022





Holladay City General Offenses Fourth Quarter 2022

Offense	2021	2022	Difference
ARSON			
ASSAULT	22	16	-6
BURGLARY	20	25	5
BURGLARY ALARM	57	64	7
CIVIL RIGHTS			
CONSERVATION	1	3	2
COUNTERFEITING			
CRIMES AGNST PER			
DAMAGED PROP	52	37	-15
DRUG COURT	1		-1
DRUGS	14	12	-2
EMBEZZLEMENT			
ENTICEMENT			
ESCAPE (WARRANT)	2	2	0
EXPLOITATION			
EXTORTION			
FAMILY OFFENSE	48	57	9
FORGERY	1		-1
FRAUD	14	20	6
GAMBLING			
HEALTH/SAFETY	3	1	-2
HOMICIDE			
INV OF PRIVACY	7	14	7
JUVENILE OFF	1		-1
KIDNAP		1	1

Offense	2021	2022	Difference
LARCENY	111	100	-11
LIQUOR	2	3	1
MORALS		3	
OBSCENITY			
OBST JUDICIAL			
OBST POLICE	1	1	0
PROACTIVE ENF	1		-1
PROPERTY CRIME			
PROSTITUTION			
PUBLIC ORDER	186	166	-20
PUBLIC PEACE	157	173	16
ROBBERY	1		-1
ROBBERY ALARM	3	8	5
RUNAWAY	3	5	2
SEX ASSAULT	3	1	-2
SEX EXPLOIT		2	2
SEX OFFENSE	12	5	-7
STOLEN PROP	1		-1
STOLEN VEHICLE	29	16	-13
TRAFFIC	128	117	-9
WEAPON OFFENSE		1	1
(blank (no ncic yet))	5		-5
Total	886	853	-33



Holladay City Traffic Offenses Fourth Quarter 2022

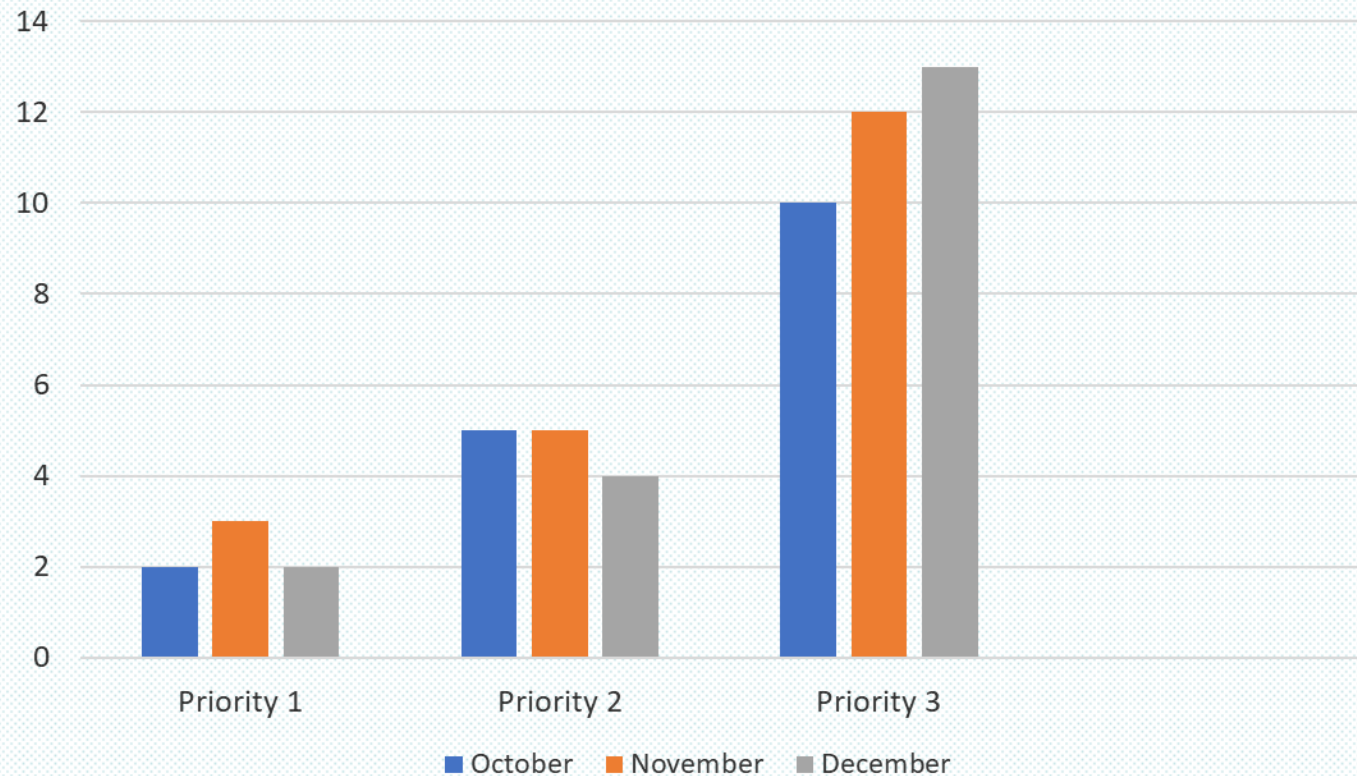
Traffic Cases	Oct	Nov	Dec
TRAF-COMMERCIAL VEH INSP			
TRAF-DRIVING UNDER .05 ALCOHOL			
TRAF-DRIVING UNDER DRUGS/CL A			
TRAF-DRIVING UNDER DRUGS/CL B			
TRAF-DRIVING UNDER ALCOHOL/CLB			
TRAF-ALCOHOL IN OR ABOUT A VEH	1		
TRAF-FLEEING		1	
TRAF-FREE TXT	4	1	3
TRAF-HIT AND RUN		5	1
TRAF-IMPOUND/ABAND VEH	6	3	2
TRAF-MOVING TRAFFIC VIOLA	6		
TRAF-NON MOVING TRAFFIC VIOLAT	2		1
TRAF-ACCIDENT INVOL PEDESTRIAN			
TRAF-NON-REPORTABLE ACCIDENT	7	11	7
TRAF-REPORTABLE ACCIDENT	17	14	18
Total Traffic Cases	49	35	32

Holladay City Citations & Booking Arrests

	O	N	D
Booking Arrests	9	8	6
Citations	82	70	171



Holladay Patrol Response Times





Holladay City Council District 1 - Fourth Quarter 2022

October	
OFFENSE	COUNT
ASSAULT	3
BURGLARY	2
BURGLARY ALARM	4
DAMAGED PROP	2
DRUGS	1
INV OF PRIVACY	2
LARCENY	9
MORALS	2
PUBLIC ORDER	16
PUBLIC PEACE	14
ROBBERY ALARM	1
SEXUAL OFFENSE	1
TRAFFIC	9
TOTAL	66

November	
OFFENSE	COUNT
ASSAULT	1
BURGLARY ALARM	4
DRUGS	1
FAMILY OFFENSE	4
FRAUD	2
LARCENY	7
PUBLIC ORDER	17
PUBLIC PEACE	9
ROBBERY ALARM	2
TRAFFIC	11
TOTAL	58

December	
OFFENSE	COUNT
BURGLARY ALARM	4
DAMAGED PROP	1
DRUGS	1
FAMILY OFFENSE	1
FRAUD	2
LARCENY	1
LIQUOR	1
PUBLIC ORDER	12
PUBLIC PEACE	14
SEXUAL OFFENSE	1
STOLEN VEHICLE	1
TRAFFIC	11
Grand Total	50



Holladay City Council District 2 - Fourth Quarter 2022

October	
OFFENSE	COUNT
BURGLARY	4
DAMAGED PROP	4
FAMILY OFFENSE	1
FRAUD	1
INV OF PRIVACY	1
LARCENY	7
PUBLIC ORDER	13
PUBLIC PEACE	6
ROBBERY ALARM	1
STOLEN VEHICLE	1
TRAFFIC	7
WEAPON OFFENSE	1
TOTAL	47

November	
OFFENSE	COUNT
BURGLARY	3
BURGLARY ALARM	7
DAMAGED PROP	4
DRUGS	1
FAMILY OFFENSE	5
FRAUD	1
INV OF PRIVACY	2
LARCENY	2
PUBLIC ORDER	10
PUBLIC PEACE	8
RUNAWAY	1
SEX EXPLOIT	1
TRAFFIC	12
TOTAL	57

December	
OFFENSE	COUNT
ASSAULT	1
BURGLARY	1
BURGLARY ALARM	6
DAMAGED PROP	5
FAMILY OFFENSE	5
INV OF PRIVACY	1
LARCENY	3
PUBLIC ORDER	7
PUBLIC PEACE	9
STOLEN VEHICLE	2
TRAFFIC	2
Grand Total	42



Holladay City Council District 3 - Fourth Quarter 2022

October	
OFFENSE	COUNT
ASSAULT	3
BURGLARY	2
BURGLARY ALARM	4
DAMAGED PROP	3
DRUGS	1
ESCAPE	1
FAMILY OFFENSE	4
FRAUD	2
INV OF PRIVACY	3
LARCENY	7
OBST POLICE	1
PUBLIC ORDER	14
PUBLIC PEACE	26
RUNAWAY	1
SEX EXPLOIT	1
STOLEN VEHICLE	3
TRAFFIC	12
TOTAL	88

November	
OFFENSE	COUNT
ASSAULT	1
BURGLARY	4
BURGLARY ALARM	3
DAMAGED PROP	1
DRUGS	2
FAMILY OFFENSE	8
INV OF PRIVACY	2
LARCENY	6
LIQUOR	1
PUBLIC ORDER	16
PUBLIC PEACE	18
ROBBERY ALARM	1
SEXUAL OFFENSE	1
STOLEN VEHICLE	2
TRAFFIC	6
TOTAL	72

December	
OFFENSE	COUNT
ASSAULT	3
BURGLARY	1
BURGLARY ALARM	2
DAMAGED PROP	3
DRUGS	2
FAMILY OFFENSE	10
FRAUD	2
HEALTH/SAFETY	1
LARCENY	14
PUBLIC ORDER	11
PUBLIC PEACE	17
RUNAWAY	2
STOLEN VEHICLE	4
TRAFFIC	8
Grand Total	80



Holladay City Council District 4 - Fourth Quarter 2022

October	
OFFENSE	COUNT
BURGLARY	2
BURGLARY ALARM	1
DAMAGED PROP	1
ESCAPE	1
FAMILY OFFENSE	2
FRAUD	2
KIDNAP	1
LARCENY	2
PUBLIC ORDER	8
PUBLIC PEACE	11
TRAFFIC	8
TOTAL	39

November	
OFFENSE	COUNT
BURGLARY ALARM	1
DAMAGED PROP	2
FAMILY OFFENSE	4
FRAUD	2
LARCENY	3
PUBLIC ORDER	5
PUBLIC PEACE	8
ROBBERY ALARM	1
TRAFFIC	3
TOTAL	29

December	
OFFENSE	COUNT
BURGLARY ALARM	1
FAMILY OFFENSE	1
FRAUD	1
LARCENY	6
PUBLIC ORDER	9
PUBLIC PEACE	6
SEXUAL OFFENSE	1
TRAFFIC	4
Grand Total	29



Holladay City Council District 5 - Fourth Quarter 2022

October	
OFFENSE	COUNT
ASSAULT	2
BURGLARY	2
BURGLARY ALARM	10
CONSERVATION	1
DAMAGED PROP	1
DRUGS	3
FAMILY OFFENSE	3
FRAUD	3
INV OF PRIVACY	2
LARCENY	8
LIQUOR	1
MORALS-DECENCY	1
PUBLIC ORDER	10
PUBLIC PEACE	7
ROBBERY ALARM	1
SEXUAL OFFENSE	1
TRAFFIC	13
TOTAL	69

November	
OFFENSE	COUNT
ASSAULT	1
BURGLARY	1
BURGLARY ALARM	11
CONSERVATION	1
DAMAGED PROP	6
FAMILY OFFENSE	7
FRAUD	2
LARCENY	9
PUBLIC ORDER	13
PUBLIC PEACE	10
ROBBERY ALARM	1
RUNAWAY	1
SEXUAL ASLT	1
STOLEN VEHICLE	2
TRAFFIC	3
TOTAL	69

December	
OFFENSE	COUNT
ASSAULT	1
BURGLARY	3
BURGLARY ALARM	6
CONSERVATION	1
DAMAGED PROP	4
FAMILY OFFENSE	2
INV OF PRIVACY	1
LARCENY	16
PUBLIC ORDER	5
PUBLIC PEACE	10
STOLEN VEHICLE	1
TRAFFIC	7
Grand Total	57



Regional Services: Salt Lake Area Gang Project and Graffiti Stats: Graffiti Q2 2022-2023

Graffiti Responses per City

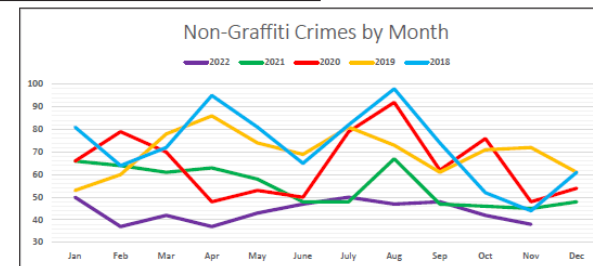
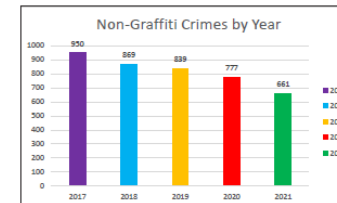
Cities	October		November		December		Total	
	L	S	L	S	L	S	L	S
Bluffdale								
Copperton			2	5			2	5
Cottonwood Hgts	8	30	9	47			17	77
Draper								
Emigration								
Herriman	15	83			1	6	16	89
Holladay	8	28	6	6	3	9	17	43
Kearns	29	63	18	52	23	69	70	184
Magna	6	7	20	31	21	46	47	84
Midvale	54	99	36	85	32	128	122	312
Millcreek	73	158	32	72	13	44	118	274
Murray	23	35	10	12			33	47
Parleys	2	19	3	7			5	26
Riverton	2	3			1	1	3	4
Salt Lake City	4	14	2	3			6	17
Sandy			6	30			6	30
South Jordan	3	6	2	2	1	1	6	9
South Salt Lake	112	217	41	109	9	25	162	351
Sugarhouse								
Taylorsville	37	37	31	66	11	16	79	119
Unincorporated	1	1					1	1
West Jordan	22	56	13	35	6	9	41	100
West Valley City	30	60	6	13	13	42	49	115
Total Per Month	425	946	237	575	134	396	796	1655

L = Location
S = Site Count

Salt Lake Area Gang Related Stats November 2022

Gang Related Crime Statistics by Jurisdiction

Jurisdiction	Reported Crimes	YTD
Salt Lake City	13	123
Unified	26	296
Granite	0	3
South Salt Lake	0	33
West Valley	2	55
West Jordan	0	32
Herriman	0	1
Sandy	0	8
South Jordan	0	0
Taylorsville	0	12
Total	42	555



	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2019	53	60	78	86	74	69	81	73	61	71	72	61
2020	66	79	70	48	53	50	79	92	62	76	48	54
2021	66	64	61	63	58	48	48	67	47	46	45	48
2022	50	37	42	37	43	47	50	47	48	42	38	

Summary	Month	YTD
Firearms seized	15	114
Search warrants	15	174
Felony arrests	24	302
Misdemeanor arrests	2	23
Gang arrests	15	159
Documented gang members	22	224
Assets seized	380	189528
Agency assists	47	481
Education presentations	3	50
CGF presentations	7	110
CI's signed	3	17
CI's debriefed	6	31
Drugs seized (in grams)		
Methamphetamine	738	19305
Marijuana	10	17316
Cocaine/crack	3	664
Heroin	40	2161
Synthetic narcotics	0	4686
Prescription meds (in units)	1141	12167
All other drugs	0	71
All other drugs (in units)	35	1879

Detective and Community Statistics



UNIFIED
POLICE
GREATER SALT LAKE



Shopping With The Shield --12/10/2022

<https://ksltv.com/514184/salt-lake-county-police-give-back-with-shopping-with-the-shield/>



Alex Cabrero
@KSL_AlexCabrero · Follow



Normally, a bunch of police officers at a Wal-Mart means something very bad happened. This morning in Midvale, though, it was a sign of something good. We're doing a story on the @UPDSL Shopping With The Shield event for @KSL5TV at 5 and 10. #ksltv



4:15 PM · Dec 10, 2022



12 Reply Share

Read 1 reply



"My grandkids and I want to thank you for inviting us this year to the 2022 Shopping with The Shield event.

They had a moment of tears, but once they started gathering gifts for their siblings, the smiles that I have been longing to see, appeared. Since the death of there mother, it has been touch and go, but, we are staying in God knowledge that my daughter will suffer no longer and is resting knowing that her children are safe.

Please thank all the officers and helpers that touched our lives so deeply, that we will never forget the love and generosity they have shown to our family."

- \$30,000 raised by officers and deputies
- Over 80 children and their families helped



Case of Note

- On October 25, 2022, a 16-year-old boy with Autism went missing from the Spring Lane area.
- When he was not immediately found, dozens of UPD Officers responded from all around the UPD to include watch command, detectives, K-9, drone operators and many from within the Holladay Precinct.
- Officers searched throughout the night and were able to locate him the next morning, cold, but okay. He was happily reunited with his family.
- This is a great example of UPD Precincts and shared services coming together for a successful outcome.



<https://ksltv.com/509633/missing-holladay-teen-with-autism-located/>



Case of Note

- On November 9, 2022, a student at one of our Holladay schools left the school shortly after being dropped off by her mom.
- At the end of the school day the mom reported her missing to the school resource officer (SRO) as she did not come out after school. The SRO began reviewing video footage, saw the student left and began searching for the student.
- The next morning the SRO involved several detectives from Holladay, Millcreek, Violent Crimes, Special Victims and Major Investigations.
- Through the investigation they learned that earlier that morning the victim and suspect's sister got on a Greyhound bus and went to Las Vegas to meet up with the suspect (an unknown adult male the victim had met online) .
- Detectives were able to work with the U.S. Marshal's Office in Las Vegas and were able to locate the victim and suspect. The suspect was going to take the victim out of the country later that afternoon via the Las Vegas Airport.
- UPD Special Victims Detectives were sent to Las Vegas to pick up the victim and return her to her family.
- The suspect was arrested and recently extradited back to Salt Lake on kidnapping charges.
- Great work by all involved and also emphasizes the dangers of meeting people online.

CITY OF HOLLADAY

RESOLUTION No. 2023-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY
APPROVING THE COOPERATIVE AGREEMENT WITH THE UTAH DEPARTMENT OF
TRANSPORTATION RELATING TO LOCAL AGENCY PROJECT EXCHANGE OF
FEDERAL FOR STATE DOLLARS.**

WHEREAS, the City of Holladay has proposed a project to install a pedestrian crossing at 4705 South 1500 East;

WHEREAS, the initial funding for this project will come from federal-aid highway funds and the City desires to exchange project federal dollars for state dollars; and

WHEREAS, the City desires to pursue design, and construction for the project utilizing its own dollars and then being reimbursed by the Utah Department of Transportation at 90% of eligible costs (10% represents the required match by the Local Agency).

WHEREAS, the City Council of the City of Holladay desires to enter into the agreement with the Utah Department of Transportation;

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

Section 1. Approval. That certain Cooperative Agreement between the Utah Department of Transportation and the City of Holladay is hereby approved. The Mayor of the City of Holladay is hereby authorized to sign the Agreement for and in behalf of the City.

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

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

PASSED AND APPROVED this 16th day of March, 2023.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor



State of Utah
Department of Transportation

Cooperative Agreement Local Agency <u>Project</u> Exchange of Federal for State Dollars	<u>Project Information</u> Project Description: 4705 South 1500 East Full Stop Pedestrian Crossing Local Agency: City of Holladay	<u>Authority Number</u> 55893-12S
<u>Federal Project Information</u> PIN: 19677 Project Number: F-2144(1)1 Federal Fund Type: STP_URB_SL	<u>State Project Information</u> Exchange Fund Type: Change Federal Dollars for State Dollars	<u>Date Executed</u> 9/10/2022

THIS COOPERATIVE AGREEMENT made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and City of Holladay, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

RECITALS

WHEREAS, the **Local Agency** desires to exchange project federal dollars for state dollars; and

WHEREAS, \$350,060 in STP_URB_SL federal aid has been programmed for this project for Federal FY 2023; and

WHEREAS, **UDOT**'s designated exchange rate for the trade of federal funds for state funds, accounting for portions retained by the Local Association of Governments Organization, is 85%. Eighty-five percent of \$350,060 is \$297,551; and

WHEREAS, the **Local Agency** desires to pursue design, and construction for the project utilizing its own dollars and then being reimbursed by **UDOT** at 90% of eligible costs (10% represents the required match by the Local Agency). The exchange funds may not be used for Local Agency salaries of employees, buildings, utilities, equipment purchase or maintenance or other overhead costs.

WHEREAS, upon project completion any unexpended exchange balance will remain with **UDOT**.

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work and exchange of federal money shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

- I. The **Local Agency** will relinquish any claim or right to the \$350,060, in STP_URB_SL federal aid money to **UDOT**. In exchange, **UDOT** will reimburse the **Local Agency** up to \$297,551 of state funds for the cost of the F-2144(1)1 located in City of Holladay.
- II. The Local Agency will participate at a minimum of 10% of the project costs. Local Agency's participation can be through financial, right of way, or materials contributions to the project. Participation must be verified by actual auditable documented costs and not estimates.
- III. **Local Agency performance requirements:**
 - a. Construct the project in accordance with AASHTO standards or in accordance with state law.
 - b. The Local Agency shall comply with all applicable federal and state laws, regulations, and applicable executive orders in regards to the project.

- c. Method of contracting shall meet appropriate Utah statutory requirements and procedures.
- d. The Local Agency is administering this project and is responsible for all aspects of the project, including but not limited to: environmental requirements, permit requirements, right of way acquisition, utility reimbursement, and construction contract administration.
- e. The Local Agency is responsible for any claim arising out of or related to any contract entered into by the Local Agency for work to be performed by contractor on this project. UDOT expressly rejects any liability for the project and any claims arising from the project.

IV. Local Reimbursement Invoicing Procedure:

- a. All funding from UDOT under this agreement operates on a reimbursement basis with Local Agency.
- b. The Local Agency shall review and/or approve all contractor invoices for materials, equipment and labor prior to requesting reimbursement from UDOT for work performed on project.
- c. The Local Agency shall ensure the accuracy of any invoice in both amount and relation to the project progress.
- d. Local Agency will submit project payment requests within 45 days of work completion
- e. The payment request must include a summary of incurred project expenditures, to **UDOT** for reimbursement at 90% of the incurred project costs up to \$297,551. Any costs in excess of \$297,551 will be the responsibility of the **Local Agency**.
 - i. The Local Agency will document and deduct 10% participation on submitted payment requests
- f. The Local Agency shall also submit attached copies of all paid invoices associated reimbursement request.
- g. Local Agency's payment requests for services performed on or before the last day of the Utah fiscal year (June 30) must be submitted no later than 30 calendar days.
- h. Local Agency will mark the final payment request for project closure.
- i. The Local Agency will send payment requests to UDOT's Project Manager, David Cox, 2010 South 2760 West, Salt Lake City, Utah, 84104, Phone 801-850-2631, Email davidcox@utah.gov.

V. Agreement Timeline

- a. This agreement shall be in effect from the last day executed by the parties and shall expire one year after the Project Completion Date.

VI. Unexpended Exchange Money After Project Completion:

- a. Upon project completion, any unexpended exchange balance for this project will remain with **UDOT**

VII. UDOT's Project Manager (PM):

- a. UDOT Project Manager will review payment requests from the **Local Agency**. Upon review the payment requests, the PM will forward any approved payment requests to the **UDOT** Comptroller's Office.
- b. **UDOT** will charge the Local Agency's project for the PM's time, including administrative charges. Charges to this project for the UDOT PM will be minimal and controlled. Such charges will be deducted from the \$297,551

VIII. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

IX. This Agreement may be executed in counter parts by the parties.

X. Each party represents that it has the authority to enter into this Agreement.

XI. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect

thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

City of Holladay				Utah Department of Transportation			
By		Date		By		Date	
CITY Clerk/Auditor				Project Manager, David Cox			
By		Date		By		Date	
CITY Mayor				Region Director, Robert Stewart			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller Office			

CITY OF HOLLADAY

RESOLUTION No. 2023-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING
A COST- SHARING AGREEMENT WITH MILLCREEK CITY RELATING TO THE
INSTALLATION OF A HIGH INTENSITY ACTIVATED CROSSWALK BEACON**

WHEREAS, the City of Holladay has recently entered into an agreement with the State of Utah Department of Transportation relating to the installation of a High Intensity Activated Crosswalk Beacon (“HAWK” signal) located at approximately 1500 East and Murray-Holladay Road; and

WHEREAS, the City of Holladay and Millcreek will both benefit from the installation of the HAWK Signal and other associated street improvements; and

WHEREAS, Millcreek has expressed a willingness to share the cost of the installation and street improvements as outlined in the Agreement, attached hereto as Exhibit A, and incorporated herein by reference; and

WHEREAS, the City Council of the City of Holladay desires to enter into the agreement with Millcreek City to commit their understandings for cost sharing relating to the installation of the HAWK signal and intersection reconfiguration to writing;

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

Section 1. Approval. That certain Agreement between Millcreek and the City of Holladay is hereby approved. The Mayor of the City of Holladay is hereby authorized to sign the Agreement for and in behalf of the City.

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

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

PASSED AND APPROVED this 16th day of March, 2023.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

AGREEMENT

This Agreement (“Agreement”) is made and entered into on the _____ day of _____, 2023, by and between the **CITY OF HOLLADAY**, a Utah municipal corporation, hereinafter referred to as “Holladay,” and **MILLCREEK**, a Utah municipal corporation, hereinafter referred to as “Millcreek.”

RECITALS

WHEREAS, the City of Holladay and Millcreek share a common boundary along Murray-Holladay road and Holladay has recently entered into an agreement with the State of Utah Department of Transportation relating to the installation of a High Intensity Activated Crosswalk Beacon (“HAWK” signal) located at approximately 1500 East and Murray-Holladay Road to provide safe pedestrian crossing and to reconfigure the travel route for westbound vehicles turning onto 4705 S by closing off the one way channelized exit thereby reducing speeds on 4705 S; and

WHEREAS, the parties realize that both Holladay and Millcreek will enjoy significant benefits from the installation of the HAWK signal and intersection reconfiguration and Millcreek has indicated a willingness to share in the cost of the installation of the HAWK signal and intersection reconfiguration; and

WHEREAS, the parties desire to commit their understandings for cost sharing relating to the installation of the HAWK signal and intersection reconfiguration to writing;

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.
2. **Administration and Bidding.** Holladay agrees to administer the project through the State of Utah Department of Transportation Cooperative Agreement, Local Agency Project Exchange of Federal for State Dollars, which is attached hereto as Exhibit A, and incorporated herein by reference, and will administer construction for the installation of a HAWK signal and intersection reconfiguration at the general location of 4705 South and 1500 East on Murray-Holladay Road at the border between the two cities. The work to be bid is more specifically set forth in Exhibit B, attached hereto and incorporated herein by reference. Holladay agrees to administer construction of the project in accordance with the Cooperative Agreement and to require that construction will be completed timely and in a good and workmanlike manner and to the standard that is common within the industry.
3. **Cost Allocation.** The parties agree to share all costs of the installation of the HAWK signal which are part of the local match for the Cooperative Agreement equally. It is currently estimated that the total cost of the project will be Sixteen Thousand Five Hundred

Thirty Dollars and Fifty Cents (\$16,530.50) each for Holladay and Millcreek. Millcreek will reimburse Holladay for actual costs incurred for the local match portion of the Cooperative Agreement within 30 days of receipt of an invoice from Holladay.

4. **Immunities.** The decisions made pursuant to this Agreement are governmental functions and the Parties are all governmental entities under the “Governmental Immunity Act of Utah” (Utah Code § 63G-7-101, et seq.), or successor provision (the “Immunity Act”). The Parties do not waive any immunities, rights, or defenses available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act. Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Each Party agrees to defend, indemnify, save and hold harmless the Authority or any other Party (including its elected and appointed officers and employees) from and against demands, claims, actions and/or proceedings, in law or equity (including reasonable attorney’s fees and costs of suit) relating to or arising from actions of that Party’s elected and appointed officers.

5. **Entire Agreement.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties’ agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions, and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified, or supplemented except in writing signed by the parties hereto.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

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

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

On the _____ day of _____, 2023, 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
a Utah municipal corporation

By: _____
Elyse Sullivan, City Recorder

By: _____
Jeff Silvestrini, Mayor

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

On the _____ day of _____, 2023, the _____ of Millcreek, 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:

Exhibit B

Project Scope of Work

The project scope of work is described as follow:

- 1) Environmental Study to be performed by Certus Environmental
- 2) Legal survey of right of way on south side to determine construction easement and/or ROW acquisition from Salt Lake County. Preparation of legal description.
- 3) Topographical and feature survey of the project limits.
- 4) Pre-construction services to be performed by an engineering consultant as per proposals in Attachments 1 and 2.
- 5) Public Involvement costs performed by a professional consultant.
- 6) Right of way and/or construction easement acquisition services, if needed.
- 7) Construction costs.
- 8) Construction engineering services performed by a professional civil engineering consulting firm.
- 9) Contingency expenses.

January 26, 2023

Jared Bunch, PE.
4580 S 2300 E
Holladay City, UT 84117
801 520-8779
jbunch@cityofholladay.com



Dear Jared,

As requested, the following is a proposal for the HAWK beacon design located at the new pedestrian crossing at approximately 1495 E 4705 S (Murray-Holladay Road) in the City of Holladay, UT. This is a new mid-block crosswalk to support safer pedestrian activity in the area and will include civil improvements and the new HAWK Beacon crossing.

An existing base CAD file with ROW, utility information, curb lines, striping, etc. and the new civil design for the pedestrian crossing will be provided by other. A-Trans Engineering will base the HAWK designs on the Salt Lake County and UDOT signal design guidelines and the plan sets will include:

- Title
- Summary of Items
- Striping & Signing
- HAWK Beacon Plan
- Circuit
- Civil Design Coordination
- Meetings and coordination
- Questions during construction

The costs include an approved set of plans from the respective agencies including redlines as well as coordination meetings on design related issues. The budget assumes that A-Trans will be adding the design to a finalized road design plans and that surveying and utility information will be provided electronically from the City. The costs for the signal design will be \$12,590.

If meetings or work that is outside the scope becomes necessary such as additional surveying, road plan design, or modifications to the provided roadway design, at the City's written direction the work will be performed on a time and expenses basis based on our current fee schedule. Once the HAWK beacon goes to bid, A-Trans Engineering will make itself available to answer contractor questions although this does not include any on-site construction management.

Please call us if you have any questions or comments about the proposed scope of work. Approximately three weeks is required following acquisition of the roadway design and utility information in an electronic format until the submittal of a draft design to the City. The plan set will be provided to the City in PDF and CAD format.

Thank you for your consideration.

Sincerely,
A-Trans Engineering

A handwritten signature in black ink that reads "Joseph Perrin, Jr.".

Joseph Perrin, PhD, PE, PTOE
Principal

Notice to Proceed - Signature Above
Print Name:

Date



HAWK Design in Holladay City, UT
Proposed Budget and Work Scope

		Man Hours			
		JP	Eng.	Expenses	Totals
	Design Sheets				
1	Title	1	2		\$ 400
2	Summary of Items	2	4		\$ 800
3	Utilities/ROW/Road Design coordination and merging	1	6		\$ 840
4	Striping & Signing	1	6		\$ 840
5	HAWK Plan	2	6		\$ 1,020
6	Signal Circuit	1	4		\$ 620
7	Interconnect	2	8		\$ 1,240
8	Site Visits and Coordination Meetings	20	6	250	\$ 4,510
9	Plan Preparation and Delivery, communication, and coordination and Redline changes	4	8		\$ 1,600
10	Civil Plan Coordination	4			\$ 720
Lump Sum Total		38	50	250	\$ 12,590
					\$ 12,590
JP = Joe Perrin					
Eng = Engineering					

January 31, 2023

Jared Bunch, PE
jbunch@cityofholladay.com

Dear Jared,

Thank you for inviting us to propose on the 4705 S Murray Holladay Road HAWK Crossing. This proposal is based on the preliminary pdf design sent to me and associated email. Based on the preliminary design we can provide the following services:

Survey Scope

Topographical Survey

Survey and CAD surface will be provided by CMT.

Site Design

We will prepare a package that includes a cover sheet, general notes, demolition plan, site plan, and striping plan. We will coordinate with Atrans for the transportation signage and striping design and geometry. The demolition plan will consist of removal of existing curb, asphalt, and sidewalk. The site plan will include new curb location and elevations, HAWK equipment locations, comm box relocation, and ADA ramp design. The striping design will include lane design, striping type and location, and signage.

The preliminary design will be submitted for comment, then revised for the final bid package.

Design Management

We will coordinate with RMP for getting power to the HAWK, and also coordinate to relocate the telecom box in the sidewalk at the location of the proposed ADA ramp.

During preparation of the final design package we will prepare a schedule of quantities.

Bid Services

We will provide contract preparation, respond to questions during the bidding process, assist in evaluating bids, and assist in executing the contract.

Design Fee

The fee will be time and materials, with a not-to-exceed amount of **\$10,000**.

Respectfully yours,



Mark Stenquist, P.E.
Senior Civil Engineering Manager

CITY OF HOLLADAY

RESOLUTION No. 2023-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY NOTIFYING
THE JUDICIAL COUNCIL OF THE STATE OF UTAH OF THE INTENT TO EXPAND THE
JURISDICTION OF THE HOLLADAY JUSTICE COURT TO INCLUDE THE CORPORATE
BOUNDARIES OF MILLCREEK CITY**

WHEREAS, Millcreek City and the City of Holladay have discussed the expansion of the territorial jurisdiction of the Holladay Justice Court to include the boundaries of Millcreek pursuant to a proposed Interlocal Cooperation Agreement for Justice Court Services between the City of Holladay and Millcreek; and

WHEREAS, pursuant to the provisions of *Utah Code Ann.* §78A-7-102(4), the City Council of the City of Holladay desires to give notice to the State Judicial Council that pursuant to the proposed dissolution of the Salt Lake County Justice Court which has previously handled cases from within the territorial jurisdiction of Millcreek, the Holladay Justice Court desires to expand its territorial jurisdiction to include the boundaries of Millcreek;

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

1. Notice. Notice is hereby given to the State Judicial Council that the City of Holladay desires to expand the territorial jurisdiction of the Holladay Justice Court to include the corporate boundaries of Millcreek. The City of Holladay hereby requests the certification of the expansion of the justice court pursuant to the provisions of *Utah Code Ann.* §78A-7-102.

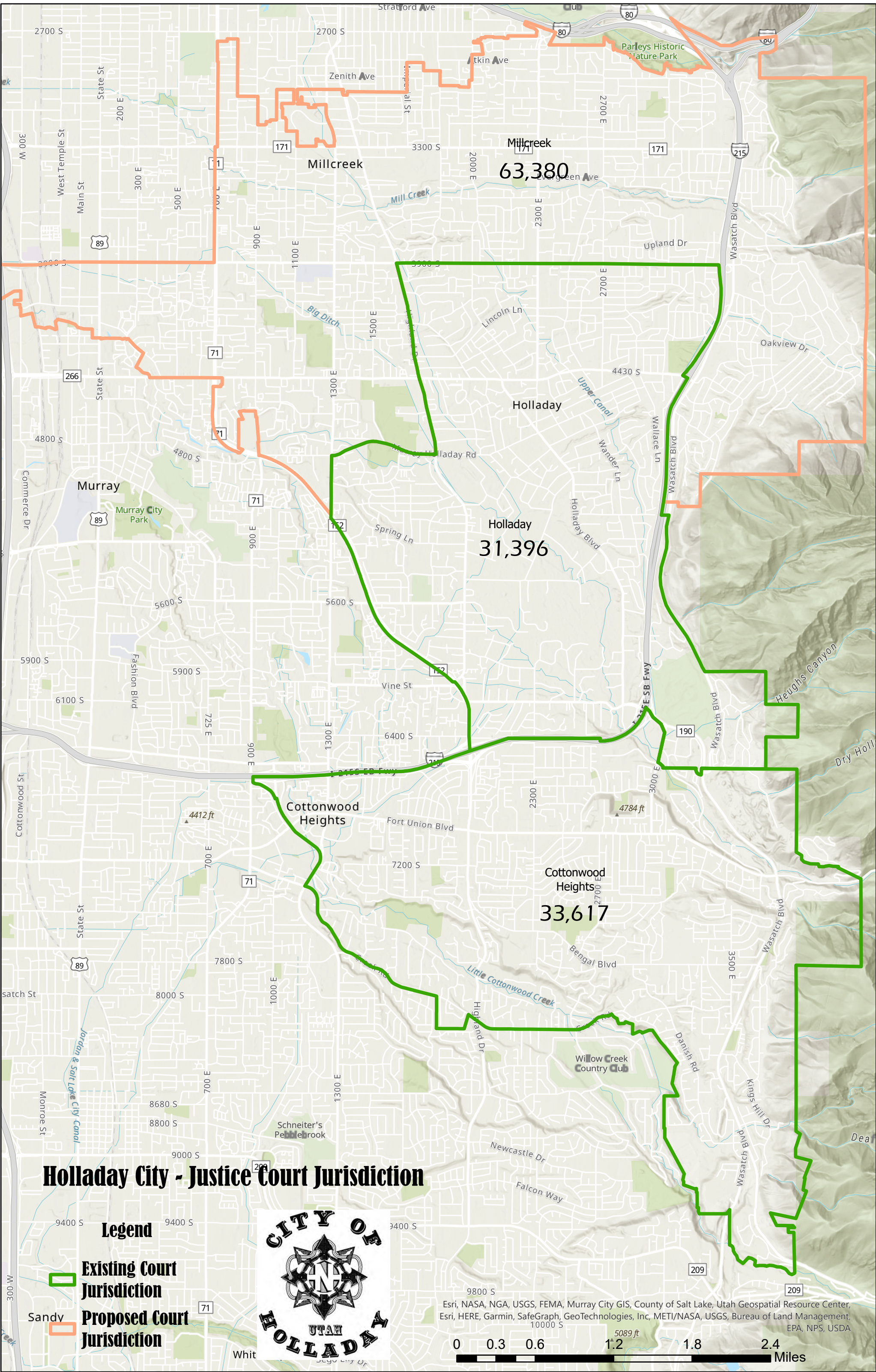
2. Intended Date of Commencement. The City of Holladay hereby states that the intended date for the commencement of operations of the expanded justice court to include the corporate boundaries of Millcreek is July 1, 2023.

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

PASSED AND APPROVED this 16th day of March, 2023.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor



CITY OF HOLLADAY

RESOLUTION No. 2023-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING
AN INTERLOCAL AGREEMENT BETWEEN MILLCREEK AND THE CITY OF
HOLLADAY RELATING TO JUSTICE COURT SERVICES**

WHEREAS, the City of Holladay operates the Holladay Justice Court; and

WHEREAS, Millcreek desires to contract with the City of Holladay for justice court services; and

WHEREAS, the City Council of the City of Holladay has reviewed an Agreement for Court Services with Millcreek proposed by Millcreek and finds it is in the public interest and will promote the public welfare to approve the agreement as proposed;

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

1. Approval of Agreement. The City Council of the City of Holladay hereby approves that certain Agreement for Court Services between Millcreek and the City of Holladay relating to justice court services, attached hereto as Exhibit A and incorporated herein by reference. The Mayor of the City of Holladay is hereby authorized to sign this Agreement on behalf of the City.

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

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

PASSED AND APPROVED this 16th day of March, 2023.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

Agreement for Court Services

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR JUSTICE COURT SERVICES (this “*Agreement*”) is entered into this ____ day of _____, 2023, by and between the **MILLCREEK**, a Utah municipality (“*Millcreek*”), and the **CITY OF HOLLADAY**, a Utah municipality (“*Holladay*”). Millcreek and Holladay sometimes are collectively referred to herein as the “*Parties*” and either may be referred to individually as a “*Party*,” all as governed by the context in which such words are used.

RECITALS:

A. Holladay participates in the operation of a “justice court” pursuant to Utah Code Section 78A-7-101, *et seq.*

B. Millcreek also operates a “justice court” pursuant to an Interlocal Cooperative Agreement with Salt Lake County and Salt Lake County has notified Millcreek that Salt Lake County’s intent to dissolve its justice court.

C. Holladay is willing to expand the territorial jurisdiction of its Court to include the municipal boundaries of Millcreek and provide “justice court” services to Millcreek as specified in this Agreement.

D. Pursuant to the authority granted in, *inter alia*, Utah Code ANN. § 11-13-101, *et seq.* and Utah Code ANN. § 78A-7-102(1)(a)(ii) (collectively, the “*Statutes*”), Holladay and Millcreek desires to expand territorial jurisdiction of the Holladay Justice Court (“*Court*”) to include the municipal boundaries of Millcreek and establish a justice court pursuant to Utah Code Section 11-13- 101 *et seq.*

E. The Parties acknowledge that the court services to be rendered hereunder will be provided on a sharing of court operating cost basis, and the Parties have determined and agreed that such cost sharing is reasonable, fair, and adequate compensation for providing such services.

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

AGREEMENT:

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

Section 1. Definitions. For the purpose of this Agreement, the following definitions shall apply:

(a) *Administrative Panel* means a panel consisting of the Parties’ managers (each a “*Manager*”), or their respective designee(s), who shall meet to discuss Court Services, including

administrative and financial matters, and to discuss issues and concerns that may arise regarding the operation of the Court.

(b) *Operating Costs.* Operating costs shall mean and include only the “variable costs” identified as “Shared Court Budget Categories” and “Specific Cost Category” on Exhibit “A” annexed hereto, and no other costs or expenses. Because Holladay would incur a variety of “fixed costs” for the Court (“*Fixed Costs*”) whether or not Millcreek Cases (defined below) were part of the Workload, the Parties intentionally omit all such “fixed costs” from the definition of Operating Costs hereunder.

(c) *Workload* shall be defined as the total number of cases, information’s, citations or actions disposed of by the Court during any one calendar month through the imposition of a fine, the rendering of a final judgment, a bail forfeiture or dismissal.

Section 2. Scope of Services to be Provided. Holladay agrees to furnish all court services to Millcreek reasonably necessary to enforce and adjudicate within Millcreek’s boundaries (the “*City Limits*”) Millcreek’s ordinances and all applicable federal and state laws and Salt Lake County ordinances. The court services provided by Holladay (the “*Court Services*”) shall include, without limitation, the following:

- (a) All related court transport and bailiff services;
- (b) A court operation with trained judge(s), prosecutor(s), indigent defender(s), and staff, approved and certified under the Utah Judicial Council standards and policies;
- (c) Daily court operations that satisfy the requirements of Utah Code Section 78A-7-101 *et seq.*, including traffic school (unless Millcreek decides to create and hold its own traffic school);
- (d) Court Referee or similar program to provide simplified resolution of minor traffic offenses;
- (e) To the extend required a secure holding facility for defendants transported from the jail or prison;
- (f) Complete fiscal management, with separate accounting for all revenues arising from cases within Millcreek’s jurisdiction (“*Millcreek Cases*”) as maintained by CORIS case management system (or other acceptable system), including collection rates, identifying revenue receipts specific to individual cases;
- (g) Complete records management, segregated by jurisdiction and otherwise maintained in a manner which will allow, easily and without material cost or delay, separation of all files, information and data concerning Millcreek Cases from all other cases handled by Court and subsequent dissemination (in both printed and electronic formats, as requested by Millcreek) to Millcreek of all such files, information, and data;
- (h) CORIS case management system (or other acceptable system) in compliance with state requirements;

(i) A qualified, knowledgeable, respectful, and cooperative staff employee to handle questions relating to Millcreek Cases;

(j) Correspondence relating to Millcreek Cases on Millcreek letterhead, if desired by Millcreek;

(k) Identification and statistical segregation of each alcohol-related incident (“*Alcohol-Related Incident*”) originating within the City Limits in such manner as Millcreek may direct from time to time if software permits;

(l) Filing with applicable state agencies, on Millcreek’s behalf, of required information and reports concerning Millcreek’s Alcohol-Related Incidents in such format and manner as such agencies may require to entitle Millcreek to its share of periodic distributions of state-administered liquor tax attributable to, *inter alia*, its Alcohol-Related Incidents;

(m) Timely and complete filings and submittals to offices of the federal or Utah state government required for proper operation of the Court under federal or state law, and, contemporaneously with their filing, provide to Millcreek copies of all filings made with the state of Utah concerning Alcohol-Related Incidents originating within City Limits; and

(n) Representation of Millcreek’s interests in any *de novo* appeals of Millcreek Cases to the Third District Court or further appeals of those cases to the Utah Court of Appeals or the Utah Supreme Court. Such representation shall not, however, include defense of civil claims against Millcreek arising from incidents which are the subject of Court prosecutions.

Section 3. Performance Standards. Holladay shall provide the Court Services in a professional, helpful, courteous, ethical manner in full compliance with the federal and state constitutions, all laws, and any and all applicable standards of performance. Any substitute judge hearing Millcreek Cases shall be accredited.

(a) *Replacement or Addition of Key Personnel.* Millcreek shall be invited to attend the interviewing process if Holladay (a) replaces the then sitting judge, any prosecutor or court clerk for Millcreek Cases, or (b) if Holladay appoints another judge for the Court, prosecutor, or court clerk for Millcreek Cases. In the event Millcreek agrees to participate, Holladay will consult with Millcreek regarding the selection of such personnel before making any such appointment(s). If Holladay desires to replace any prosecutor, it shall so inform Millcreek in writing.

(b) *Absences.* If (i) any judge of the Court is absent from Court for a calendar week or longer; or (ii) any prosecutor provided by Holladay misses Court so that any Millcreek Cases are delayed or dismissed, Holladay immediately shall so notify Millcreek by an e-mailed or hand-delivered writing which, in the case of an absent judge, provides the identity of any replacement judge.

(c) *Administrative Oversight.* The Administrative Panel will meet on a regular basis to discuss the effectiveness of the Court and its ability to accomplish the goals and objectives of the Parties. The Administrative Panel will work collaboratively together to discuss appropriate measures to resolve conflicts, address workload and performance issues, to evaluate revenue and expense records, resource allocation and other issues relevant to the operation of the Court. In coordination with the chief judge of the Court, the Administrative Panel may also discuss measures

to maximize the efficiency and effectiveness of the Court. However, nothing herein shall be construed to require any personnel action or the implementation of policies or practices by the Court to the extent that such actions, policies or practices are contrary to applicable law or otherwise are reasonably unacceptable to the chief judge of the Court.

(d) *Contracts.* Promptly upon their creation or formation, Holladay shall provide Millcreek copies of any and all contracts and instruments that materially affect operation of the Court from time to time, including, without limitation, copies of contracts affecting the Court's judge(s) and/or prosecutor(s).

Subject to the foregoing, while the Administrative Panel will work cooperatively together to regularly discuss the expenses and revenue to operate the Court, administrative policies and procedures pertinent to those activities, discuss matters of Court efficiencies, etc., the final implementation of all decisions and the administration of those services shall remain with Holladay.

Section 4. Conflict Resolution. In the event of a dispute between the Parties regarding the Court Services, the Parties agree (without limiting any and all other legal and equitable remedies) that the Managers and the chief judge of the Court shall meet as soon as possible to discuss and attempt to resolve the dispute. If the Parties do not agree, then the dispute shall be resolved pursuant to Section 14 below.

Section 5. Equipment and Facilities; Operating Costs Budget. In performing the Court Services, Holladay shall furnish and supply, as Fixed Costs paid by Holladay, all necessary courtrooms and related physical facilities, labor, supervision, equipment, communication facilities, constables, bailiffs and other items necessary and incident to a modern, well-equipped court facility; provided, however, that Holladay reserves the right from time to time to identify and to seek Administrative Panel approval of extraordinary expenses which reasonably should be classified as Operating Costs (as defined in Section 1(b) above and allocated between the Parties as provided in Section 11 below) rather than as Fixed Costs (paid by Holladay). Examples of such extraordinary costs are material damage (beyond normal wear and tear), and/or the need for enhanced janitorial services, to the restrooms near the courtroom likely caused by defendants or other attendees of Court proceedings. Appropriate signage shall be located in the Court facility, and the building housing it, to clearly designate the Court as providing justice court services to both Holladay and Millcreek. The cost of such signage shall be an Operating Cost for the year in which it is incurred.

The parties shall cooperate to prepare an annual budget for the Operating Costs of the Court before April 15th of each year to facilitate proper budgeting by the Parties for the next fiscal year.

Section 6. Reports and Notice of Performance. Holladay shall provide the following reports:

(a) *Workload Reports.* On a monthly basis, Holladay shall provide a workload report to Millcreek in such form, and containing such information, as Millcreek reasonably may request from time to time. The workload report shall, at minimum:

(i) Specify the total number of cases handled by the Court during that month and identify by name and case number the Millcreek Cases filed with the Court during that month

and cases with a final disposition. The parties shall work together to identify a potential mechanism for tracking the status of cases that have been filed and have not yet been disposed at a reasonable cost.

(ii) Specify the fines, fees, forfeitures, bails, etc. collected by the Court with respect to Millcreek Cases during that month, and identify, by matter, all required payments from such collections to other governmental entities (such as the state of Utah);

(iii) Provided reporting through the CORIS (or other acceptable system) that is available, identify and segregate each Alcohol-Related Incident during that month in such manner as Millcreek reasonably may direct from time to time. Absent direction to the contrary by Millcreek, the monthly summary shall specify (1) the new Alcohol-Related Incidents originating within City Limits filed in the Court since the last monthly summary, and (2) the status of any other Alcohol-Related Incidents originating within City Limits previously filed with the Court, excluding any previously reported to Millcreek as having been finalized;

(iv) Reference the class of offense (e.g.—class B or class C misdemeanors) for each matter cited; and

(v) Reference the citation number on each of the Millcreek Cases handled by the Court during that month, to allow Millcreek to track the status of all citations issued within its jurisdiction.

(b) *Financial Report.* On a monthly basis, Holladay shall provide a report to Millcreek detailing the Operating Costs incurred in operating the Court during the preceding calendar month. This report shall detail revenue collection, a delinquent payments file, and other information reasonably requested by Millcreek and reasonably available to Holladay.

(c) *Annual Report.* Holladay shall provide an annual report to Millcreek each calendar year summarizing the information from the monthly financial reports and containing an accounting of fines, fees, forfeitures, bails collected, and other monies paid or owed to Millcreek. Each annual report also shall identify and statistically segregate each Alcohol Related Incident in such manner as Millcreek may request from time to time to the extent such reports are reasonably available or can be prepared by Holladay without an unreasonable cost.

(d) *Additional Disclosure and Policy Development.* From time to time, Holladay shall, upon request, provide private, controlled, or protected information, excluding personnel records, under the Government Records Access and Management Act (“GRAMA”) to Millcreek’s Manager concerning operation of the Court or other matters that are pertinent to this Agreement. The Parties shall jointly develop and implement a policy for communicating and safeguarding such information.

(e) *Reports of Complaints and Commendations.* Holladay promptly shall report to Millcreek any and all complaints or commendations concerning operation of the Court and actions of its personnel (including, without limitation, clerks, bailiffs, prosecutors, indigent defenders and judges). Any such reports which affect Millcreek Cases shall, where practicable, be in writing and accompanied by photocopies of any written complaints or commendations mentioned therein. Millcreek shall report to Holladay any and all complaints it receives on the aforementioned

personnel or other activities or factors pertaining to the operation of the Court and work with Holladay to resolve those complaints and/or conflicts.

(f) *City Council Reports.* Upon request by Millcreek, but not more than twice each July 1-June 30 fiscal year, Holladay's manager, the prosecutor of the Millcreek Cases, or some other knowledgeable representative of the Court, as reasonably designated by Millcreek, shall attend a meeting of the Millcreek city council in order to report on, review and respond to questions concerning the Court's operations or related matters.

(g) *Monthly Warrants Report.* As outlined in Section 28, Holladay shall provide to Millcreek, at the end of each month a Warrants Report showing all outstanding warrants from the Court.

Section 7. Employment Status.

(a) *Official Status.* Notwithstanding Millcreek's input into the operation of the Court through the Administrative Panel or otherwise under this Agreement, Holladay shall have complete control and discretion over the judges and Court personnel and the same shall at all times be and remain employees of Holladay.

(b) *Salary, Wages and Benefits.* Millcreek shall not have any obligation or liability for the payment of any salaries, wages or other compensation to the judges and Court personnel, including, without limitation, any unfunded or underfunded salaries, wages or benefits to Court personnel, except as shown on Exhibit A, attached hereto.

(c) *No Cottonwood Heights Employment Benefits.* The judges and Court personnel shall be Holladay employees, and shall have no right to any Millcreek pension, civil services, or any other Millcreek benefits for the Court Services provided hereunder.

Section 8. Indemnity. Millcreek and Holladay are governmental entities under the "Governmental Immunity Act of Utah" (Utah Code Section 63G-7-101, *et seq.*) (the "*Act*"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. Holladay shall defend, indemnify, save and hold harmless Millcreek, including its elected and appointed officers, and employees, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from Holladay providing Court Services to Millcreek, its elected or appointed officers or employees. Similarly, Millcreek shall defend, indemnify, save and hold harmless Holladay, including its elected and appointed officers and employees, from and against demands, claims, actions and/or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from actions of Millcreek's agents, officers or employees, Holladay's enforcement of Millcreek ordinances that are alleged to be unconstitutional, or improper disclosure by Millcreek of private, controlled, or protected information under the provisions of GRAMA.

Section 9. Term. The initial term of this Agreement shall begin on 1 July 2023 and, unless sooner terminated by the Parties' mutual agreement, as set forth in Section 12, below, shall

terminate on 30 June 2025. Thereafter, this Agreement may be renewed upon the agreement of the parties for successive one (1) year periods running from July 1st through the following June 30th.

Section 10. Termination. The Parties may terminate this Agreement by mutual consent at any time. Following the initial term described above, and subject to the provisions of Section 12, below, either Party may terminate this Agreement by giving written notice to the other at least four (4) months before the June 30th end of the then-current contract year, whereupon this Agreement shall terminate on such June 30th. If the reason for termination is the expansion of a Party's caseload beyond the capacity of the Court, or Millcreek's creation of its own justice court, then the Parties shall cooperate to assure that notice of such occurrence is given as far in advance as possible under the circumstances, but never less than four (4) months before Millcreek's departure from the Court. In the event of termination of this Agreement by either party, Holladay shall (a) cause to be separated and prepared for pickup, all files, cases, or records of whatsoever nature regarding and pertaining to Millcreek cases; and (b) safeguard, secure and maintain the confidentiality of all of such files, etc. until they are turned over to Millcreek. Notwithstanding the foregoing, Holladay shall have the right to terminate this Agreement during the initial term if Holladay's city council adopts a resolution declaring its intent to dissolve the Court. In such a circumstance, Holladay shall provide immediate notice of the adoption of such a resolution to Millcreek and shall continue to provide the Services contemplated in this Agreement to Millcreek for the duration of the operation of the Court.

Section 11. Payment for Court Services. Millcreek shall pay for the Court Services by paying to Holladay a proportionate amount of the Operating Costs of the Court during the period in question. Such reconciliation shall be based on the Operating Cost reports (described in 6(b) above) and Millcreek's proportionate share of the Workload of the Court during the period in question. Such reconciliations shall occur on a quarterly basis.

By way of example, if the Operating Costs report for July 2023 shows that Operating Costs for the Court for that month was \$15,000, and the Workload report for July 2023 shows that Millcreek Cases constituted 600 out of a total of 1,200 cases on the Court's Workload for July 2023, then Millcreek would owe Holladay the sum of $600/1200 \times \$15,000 = \$7,500$ for the Court Services provided by Holladay during the month of July 2023, offset by revenues described below.

Within twenty (20) days after the end of each such quarterly reconciliation period, Holladay shall (a) determine the total amount of revenue collected by the Court on Millcreek Cases during such reconciliation period; (b) deduct therefrom the payment due from Millcreek for the Court Services provided by Holladay during such reconciliation period (which Holladay shall retain as full and complete compensation for providing the Court Services during such reconciliation period), determined as explained above in this Section; (c) remit any positive balance to Millcreek, or, in the case of a negative balance arising from a circumstance where the revenue collected by the Court on Millcreek cases is less than its proportionate share of Operating Costs, provide an invoice showing the amount due to Holladay. Each payment or invoice shall be accompanied by a detailed explanation of such calculation, in such form as Millcreek reasonably may specify from time to time.

The Administrative Panel shall meet quarterly, as necessary, and in April each year to review that budget year's actual revenue and expenses to ensure that the actual cost to both Parties is proportional with the Workload. Shortfalls in Court revenue to pay Operating Costs will be borne proportionately by both Parties based on their relative shares of the Workload.

Section 12. Joint Review. The parties agree to initiate and conduct a joint review of the costs and revenue from Court operations after the first year of the term of this Agreement. The review shall be conducted for the purpose of assessing and confirming estimated caseload numbers, the method of measuring caseload, operating costs of the court and any other issues agreed upon by the parties. In the event the first year of term of this Agreement results in a financial loss to Holladay, where the City is required to subsidize the operation of the Court, Holladay may request that the terms of the Agreement be revised to cover operational costs or to terminate this Agreement upon not less than four (4) months' notice to Millcreek.

Section 13. Remittance. Holladay shall remit the amount due to Millcreek as described above to Millcreek as follows:

MILLCREEK
Attn. City Manager
2277 East Bengal Blvd.
Millcreek, UT 84121

If the date a payment is due and payable is (a) a legal holiday, (b) a Saturday, (c) a Sunday, or (d) another day on which weather or other conditions have made Millcreek' offices inaccessible, then the payment shall be due and payable on the next day which is not one of the aforementioned days. If any payment is not remitted to Millcreek when due, Millcreek shall be entitled to recover interest thereon at the rate of twelve percent (12%) per annum.

Section 14. 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 days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below.

Holladay: CITY OF HOLLADAY
Attn. City Manager
4580 South 2300 East
Holladay, UT 84117

With a copy to: Todd J. Godfrey
HAYES GODFREY BELL, P.C.
2118 E. 3900 S., Ste. 300
Holladay, Utah 84124

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

With a copy to: John Brems

Attn. City Attorney
3330 South 1300 East
Millcreek, UT 84106

Section 15. Claims and Disputes. Subject to Section 4 above, 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, Holladay shall carry on the Court Services during any such litigation and Holladay shall continue to make payments to Millcreek as provided above.

Section 16. 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 17. 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 18. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

Section 19. 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 Court Services.

Section 20. Time. Time is the essence of this Agreement.

Section 21. 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 22. 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 23. 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 24. 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 25. 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 nonprevailing Party.

Section 26. 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 27. Approval by Attorneys. This Agreement shall be submitted to the authorized attorneys for Holladay and Millcreek for approval in accordance with Utah Code Section 11-13-202.5.

Section 28. Warrant Program. On or before the first business day of each calendar month, Millcreek shall provide to Holladay a list of all warrants served since the date of the last listing, containing such information as Holladay may reasonably request. Within 30 days after Millcreek' written request from time to time, Holladay shall provide to Millcreek a current, updated report listing, by defendant, each warrant shown a Served Warrant List, specifying the defendant(s) that appeared in Court following service of such warrant(s); containing an accounting of all fines, fees, forfeitures, bails collected and other monies paid by such defendants(s) since service of such warrant(s), and other such information that Millcreek may reasonably request. Millcreek agrees to fully assume the expense associated with the creation of this report by Court staff. At the discretion of the chief judge of the Court, outstanding warrants may also be sent to the Office of State Debt Collection.

IN WITNESS WHEREOF, Holladay, by resolution of its council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor or designee and attested by its clerk, and Millcreek by resolution duly adopted by its council, a certified copy of which is attached hereto, caused this Agreement to be signed by its mayor and attested by its recorder.

ATTEST:

CITY OF HOLLADAY

City Recorder

By: _____
Rob Dahle, Mayor

ATTEST:

MILLCREEK

Elsie Sullivan City Recorder

By: _____
Jeff Silvestrini, Mayor

APPROVED IN ACCORDANCE WITH UTAH CODE ANN. § 11-13-9:

HOLLADAY CITY ATTORNEY

By: _____
Todd J. Godfrey, City Attorney

**MILLCREEK CITY
ATTORNEY**

By: _____
John Brems, City Attorney