



**NOTICE OF A MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, APRIL 6, 2023**

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

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

PUBLIC NOTICE IS HEREBY GIVEN that the Holladay City Council will hold a Council meeting **Thursday, April 6, 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. **UPD Service Award Presentation – Chief Hoyal**
- V. **Consideration of Resolution 2023-09 Amending the Council Internal Policies**
- VI. **Consideration of Resolution 2023-10 Approving an Agreement with Salt Lake County For 2023 Election Services** (contracting with Salt Lake County to conduct the 2023 municipal elections utilizing vote by mail)
- VII. **Consideration of Resolution 2023-11 Authorizing the City's Participation in a Statewide Settlement Agreement Resulting From the Litigation Against the Sellers of Opioids**
(authorizes the City's participation in the settlement of the opioid litigation as requested by the State)

VIII. ***Consideration of Resolution 2023-12 Approving an Interlocal Agreement with Salt Lake County for TRCC Funds*** (agreement with Salt Lake County to provide funding for the Holladay City Park Historic Walk)

IX. ***Consideration of Ordinance 2023-02 Confirming the Rezoning of Certain Property Located at 5025 S. Highland Drive from Neighborhood Commercial (NC) to Commercial (C-2)*** (confirms the rezoning of the property subject to the entry of a development agreement, is further conditioned of the approval of a site plan)

X. ***Consideration of Resolution 2023-13 Approving a Development Agreement with Orange Properties and Bret Laughlin for Property Located at 5025 S Highland Dr.***

XI. ***City Manager Report - Gina Chamness***

XII. ***Council Reports & District Issues***

XIII. ***Reconvene City Council in a Work Meeting***
a. Happy Healthy Holladay Update
b. Discussion on Speed Sign Locations
c. Calendar
Council Meetings- April 20, May 4, 11 & 18, June 1, 8 & 15

XIV. ***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***

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, March 13, 2023 at 10:00 am

*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

CITY OF HOLLADAY

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY AMENDING THE COUNCIL'S INTERNAL POLICIES

WHEREAS, the City Council of the City of Holladay pursuant to the requirements of Utah State law, has previously adopted Internal Policies for the Council to govern the conduct of its meetings; and

WHEREAS, the City Council of the City of Holladay finds that it is in the public interest and will promote the efficient functioning of the Council to revise the Council's Internal Policies;

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

Section 1. Adoption. Section 4.2 of the Internal Policies for the City Council of the City of Holladay is hereby amended to read as follows:

Section 4.2. Council members shall receive \$75 quarterly as a mileage allowance to provide reimbursement for expenses related to performance of their duties.

Section 2. Adoption. Section 10.1 of the Internal Policies for the City Council of the City of Holladay is hereby amended to read as follows:

Section 10.1. The Mayor is the official spokesperson for the Governing Body. As such, the Mayor shall provide such information concerning City policy and Council actions as deemed appropriate. In addition, if the Emergency Operations Committee is established, the Mayor shall be the official spokesperson for the City.

Section 3. 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 4. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

PASSED AND APPROVED this 6th day of April, 2023.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

CITY OF HOLLADAY

RESOLUTION NO. 2023-10

**A RESOLUTION APPROVING AN AGREEMENT FOR ELECTION SERVICES
WITH SALT LAKE COUNTY FOR 2023 MUNICIPAL ELECTIONS**

WHEREAS, it is anticipated that during 2023, Municipal Elections will be conducted within the City of Holladay; and

WHEREAS, the City Recorder has recommended that the municipal election be conducted by election officials of Salt Lake County ("the County") and that such elections be conducted utilizing "Vote by Mail" as set forth in the attached Interlocal Agreement; and

WHEREAS, the County has the expertise and election equipment to provide such services at a cost equal to or less than the City may be able to conduct the election; and

WHEREAS, the County has proposed an Interlocal Agreement to provide said election services;

NOW, THEREFORE, be it resolved by the Holladay City Council that the Mayor is authorized to execute the Interlocal Agreement with Salt Lake County providing for the conducting of the 2023 Municipal Elections within the City as set forth in Exhibit "A" attached hereto, including the full utilization of "Vote by Mail."

PASSED AND APPROVED this 6th day of April, 2023.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

VOTING:

Ty Brewer	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Matt Durham	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Paul Fotheringham	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Drew Quinn	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Dan Gibbons	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Robert Dahle	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

INTERLOCAL COOPERATION AGREEMENT

between

HOLLADAY CITY

and

**SALT LAKE COUNTY on behalf of the
COUNTY CLERK'S ELECTION'S DIVISION**

FOR MUNICIPAL ELECTION

THIS AGREEMENT is made and entered into the _____ day of _____, 2023, by and between SALT LAKE COUNTY (the "County"), a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Clerk's Office, Elections Division; and HOLLADAY CITY (the "City") a municipal corporation created under the laws of the State of Utah.

R E C I T A L S:

WHEREAS, the County desires to provide the services of its clerk's office, elections division, to the City for the purpose of assisting the City in conducting the City's 2023 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services; and

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (2022), to enter into agreements to cooperate with each other in a manner which will enable them to make the most efficient use of their resources and powers.

A G R E E M E N T:

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. **Term.** The County shall provide election services described below to the City commencing on the date this Agreement is approved by both parties and terminating on December 31, 2023. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County shall perform the listed election functions as set forth in Exhibit "A" and as needed to ensure implementation of the City's 2023 primary and general municipal elections.

3. **Legal Requirements.**

a. The County and the City understand and agree that the City's 2023 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit "A." The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

b. The County and the City understand and agree that if the County provides services or resources to conduct an instant runoff voting election as described in sections 20A-4-603 and -604, UTAH CODE (2022) ("Rank Choice Voting"), the estimated cost of administering such an election will be provided to the City at a later time.

c. If the City decides to hold a Rank Choice Voting election, then, in accordance with Utah Code § 20A-4-602(3)(a), it shall provide the Lt. Governor and the County notice of its intent to use Rank Choice Voting as its selected method of voting, no later than May 1, 2023.

d. The County has the full ability to conduct Rank Choice Voting for races involving no more than 10 candidates. The City therefore acknowledges that if the County conducts a Rank Choice Voting race involving more than 10 candidates, then the County will be able to count only the first ten valid preference rankings cast by each voter in that race. The City hereby assumes full risk and liability for, and agrees to indemnify and hold harmless the County, its agents, officers and employees from and against, any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the City's decision to use of Rank Choice Voting in a race involving more than 10 candidates. Moreover, the County reserves the right to refuse to conduct a City election, or any contest, that includes a Rank Choice Voting race involving more than 10 candidates. The County's exercise of such a right shall be effective immediately upon written notice to the City and shall not be construed as a breach

of, or an event of default under, this Agreement, and said exercise shall be without any liability of, or penalty to, the County.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County. The estimated cost of such services shall be provided in Exhibit "B," and will be attached hereto and incorporated by reference. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's actual costs of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to – 904 (2022) (the "Governmental Immunity Act"). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Governmental Immunity Act or common law. Each party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act as an agent for the other. Each of the parties hereto

assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other party or its agents, employees, or contractors.

6. No Obligations to Third Parties. The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

7. Indemnification. Subject to the provisions of the Act, the City agrees to indemnify and hold harmless the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act, error or omission of the City, its officers, agents and employees and including but not limited to claims that the County violated any state or federal law in the provision of election services under this Agreement.

8. Election Records. The City shall maintain and keep control of all of its records created pursuant to this Agreement and from the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain its election records consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2022), and all other relevant local, state and federal laws.

9. Service Cancellation. If the Agreement is canceled or terminated as provided above, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation or termination of

this Agreement by either party, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of said cancellation or termination and based upon the dollar amounts for materials, equipment and services set forth herein.

10. Legal Compliance. The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections. The City agrees that the direction it gives the County under Utah Code § 20A-5-400.1(2)(a) and this Agreement shall likewise be in strict compliance with all such applicable laws. The County shall be under no obligation to comply with any direction from the City that is not demonstrably consistent with all applicable federal, state and county laws governing elections.

11. Agency. No agent, employee or servant of the City or the County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by either party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The City and the County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees and servants during the performance of this Agreement.

12. Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes or unusually severe weather. If such condition continues for a period in excess of 60 days, the City or the County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County Salt Lake County Mayor
2001 South State Street, N2-100
Salt Lake City, Utah 84190

and

Ann Stoddard
Admin/Fiscal Manager
Salt Lake County Clerk's Office
2001 South State, Suite S1-200
Salt Lake City, Utah 84190-1050
email: astoddard@slco.org

City _____

email: _____

14. **Required Insurance Policies.** Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

15. **Independent Contractor.** Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 15, 2023, and on November 7, 2023, certain decisions by the County referenced in Exhibit "A" may not be subject to review by the City. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources,

procedures and policies based upon providing a consistent type, scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."

16. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice or action nominates, recommends or supervises the City's operations or authorizes funding or payments to the City.

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

18. Interlocal Agreement. In satisfaction of the requirements of the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (2022), (the "Interlocal Act"), in connection with this Agreement, the City and the County agree as follows:

- a. This Agreement shall be approved by each party, pursuant to section 11-13-202.5 of the Interlocal Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- c. Any duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to section 11-13-209 of the Interlocal Act;
- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action performed pursuant to this Agreement, and for any financing of such costs; and
- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.
- f. County and City Representatives.
 - i. The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.
 - ii. The City designates the City's _____ [title] as the City's representative in its performance of this Agreement. The

City's Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

21. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

Lannie Chapman
Salt Lake County Clerk

Reviewed as to Form:



Adam Miller
2023.02.06 10:25:39 -07'00'

Deputy District Attorney
Date: _____

HOLLADAY CITY:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Date: _____

Exhibit "A"
2023 Municipal Elections
Scope of Work

The City agrees to the consolidation of all election administrative functions to ensure the successful conduct of multiple, simultaneous municipal, local district elections and county elections and the County agrees to conduct vote by mail/consolidated polls elections for the City.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- **Ballot layout and design**
- **Ballot ordering and printing**
- **Machine programming and testing**
- **Delivery of supplies and equipment**
- **Provision of all supplies**
- **Election vote centers/early vote locations**
- **Vote by Mail administration**
- **Updating state and county websites**
- **Tabulating, reporting, auditing and preparing canvassing election results**
- **Conducting recounts as needed**
- **All notices and mailings required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and § 20A-9-203)**
- **Direct payment of all costs associated with the elections to include vote center workers, training, vote centers, rovers.**

The City will provide all voter education outreach related to Rank Choice Voting, if applicable.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"). Election costs are variable and are based upon the offices scheduled for election, the number of voters, the number of jurisdictions participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which are estimated in Exhibit B. In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

Exhibit “B”
2023 Election Costs
Holladay

Below is the good faith estimate for the upcoming **2023 Municipal Election for Holladay**. Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/27/2023): **12,677**
- B. Election for the offices below:

2023 Offices
Council District 2
Council District 4
Council District 5

All billing will be based on actual costs.

If your municipality pursues traditional voting, **not** ranked choice voting (RCV), **and** has a Primary Election and a General Election, the estimated cost would be **\$29,913**.

If your municipality chooses RCV for the General Election **and** cancels the Primary Election, the estimated cost would be **\$19,443** for the General Election **plus** RCV costs (see below).

If your municipality chooses RCV for the Primary Election **and** holds a traditional voting General Election, the estimated cost would be **\$29,913 plus** the RCV costs (see below).

RCV Costs will be applied on a sliding scale, see below. If your municipality chooses to hold a RCV election for either the Primary or the General, the added costs will be dependent upon how many other municipalities opt into RCV.

As an example, if Holladay is the only municipality to hold a RCV election, the costs would be as quoted above plus \$36,156. You can see if two municipalities choose RCV, your added costs would be \$18,078. (See the chart below for the additional cost depending on how many municipalities participate.)

Number of participating municipalities	Allocated costs
1	\$ 36,156
2	\$ 18,078
3	\$ 12,052
4	\$ 9,039
5	\$ 7,231
6	\$ 6,026
7	\$ 5,165
8	\$ 4,520
9	\$ 4,017
10	\$ 3,616
11	\$ 3,287
12	\$ 3,013

Number of participating municipalities	Allocated costs
13	\$ 2,781
14	\$ 2,583
15	\$ 2,410
16	\$ 2,260
17	\$ 2,127
18	\$ 2,009
19	\$ 1,903
20	\$ 1,808
21	\$ 1,722
22	\$ 1,643
23	\$ 1,572

CITY OF HOLLADAY

RESOLUTION NO. 2023-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY AUTHORIZING
THE CITY'S PARTICIPATION IN A STATEWIDE SETTLEMENT AGREEMENT
RESULTING FROM THE LITIGATION AGAINST THE SELLERS OF OPIOIDS**

WHEREAS, the State of Utah has entered a proposed settlement agreement with some distributors of opioids resulting from national litigation; and

WHEREAS, the State has requested that municipalities authorize participation in the settlement agreement which has the potential to increase the settlement proceeds which will flow to the State; and

WHEREAS, the City of Holladay has been impacted in the provision of health and human services by the opioid epidemic and desires to authorize participation in the settlement agreement for the benefit of its residents;

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

Section 1. Authorization for Participation in the Settlement. The City Council of the City of Holladay hereby authorizes the City's participation in the settlement of the opioid litigation as requested by the State.

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 take effect immediately upon its approval by the City Council.

PASSED AND APPROVED this day of April, 2023.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

CITY OF HOLLADAY

RESOLUTION NO. 2023-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING
THE INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR TRCC FUNDS.**

WHEREAS, the Salt Lake County receives fund pursuant to the Tourism, Recreation, Cultural Convention and the Airport Facilities Tax Act *Utah Code Ann. §59-12-601 et seq.* (“TRCC Funds”); and

WHEREAS, the City has requested TRCC Funds from the County to help fund its project known as the Holladay City Park Historic Walk (the “Project”); and

WHEREAS, the City Council of the City of Holladay desires to enter into the interlocal agreement with Salt Lake County to provide funding for its Project for the benefit of the residents of the County and residents of the City of Holladay;

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 that certain Interlocal Agreement 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 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 __ day of April, 2023.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay __
Matt Durham	Yea	Nay __
Paul Fotheringham	Yea	Nay __
Drew Quinn	Yea	Nay __

County Contract No. _____
DA Log No. 23CIV000418

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

CITY OF HOLLADAY

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of its Department of Community Services (“County”) and the **CITY OF HOLLADAY**, a municipal corporation of the State of Utah (“City”). County and City may each be referred to herein as a “Party” and collectively as the “Parties.”

R E C I T A L S:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.06B.020.

B. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

C. City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

D. City has requested TRCC Funds from the County to help it fund the project described in its City of Holladay application attached hereto as **EXHIBIT A**. More specifically, City requested TRCC Funds to help fund the Holladay City Park Historic Walk (the “Project”). The County Council appropriated TRCC Funds for this purpose in the Salt Lake County Budget.

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

F. The Parties have determined that it is mutually advantageous to enter into this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

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 Cooperation Act, the Parties hereby agree as follows:

1. COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. County agrees to reimburse **six hundred thousand dollars (\$600,000.00)** to City from its 2023 TRCC Funds all on the terms and subject to the conditions of this Agreement.

2. CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. City acknowledges that the TRCC Funds provided to City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by City to develop the Project as described in **EXHIBIT A**, (application) and **EXHIBIT B**, (project budget).

(ii) City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Match Requirement. If City's TRCC Application attached hereto as **EXHIBIT A** and/or budget attached as **EXHIBIT B** indicate that City will make a matching contribution toward the purpose for which TRCC Funds will be used by City under this Agreement, City shall make the matching contribution so indicated in the amount specified in City's Application. If City fails to make and expend such a matching contribution prior to **March 31, 2026**, the County may require repayment of TRCC Funds from City for noncompliance with this provision.

D. Deadline to Expend TRCC Funds. City shall expend all TRCC Funds received under this Agreement in accordance with Paragraph 2B above prior to **March 31, 2026**.

Additionally, if City uses any portion of the TRCC Funds for anything other than for the purposes identified in Paragraph 2B above, City shall immediately pay to the County an amount equal to the amount of TRCC Funds spent for purposes other than those identified in Paragraph 2B.

E. Reporting Requirements. City shall submit to the County a completed copy of the TRCC Project Status Report, which can be found at <https://slco.org/community-services/trcc-support-program/>, detailing how the TRCC Funds were expended no later than **December 31, 2023, December 31, 2024, December 31, 2025 and March 31, 2026**.

F. Request for Reimbursement. City shall furnish to County the TRCC Reimbursement Form, which can be found at <https://slco.org/community-services/trcc-support-program/>, together with such invoices or other supporting documentation as County may reasonably require.

G. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement shall be made on or before **March 31, 2026**.

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

I. Public Funds and Public Monies:

(i) City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in City's possession.

(ii) City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. City expressly agrees that the County may monitor the expenditure of TRCC Funds by City.

(iii) City agrees not to make TRCC Funds or proceeds from such funds

available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

J. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, City agrees to cooperate fully with the County and its representatives in the performance of the audit.

K. Noncompliance. City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

L. Representations.

(i) No Officer or Employee Interest. City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

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

3. GENERAL PROVISIONS:

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

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) the execution of this Agreement by a duly

authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the “Effective Date”). This Agreement shall terminate upon City’s full expenditure of the TRCC Funds received under this Agreement and upon City’s completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, City’s obligations in Paragraphs 2F, 2G, 2H and 2I above and Paragraph 3F below shall survive the expiration or termination of this Agreement.

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

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

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

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

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

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

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

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

E. Agency. No officer, employee, or agent of City or the County is intended to be an

officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

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

(ii) **Liability and Indemnification.** The County and City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the “Indemnified Parties”) from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) City’s breach of this Agreement; (ii) any acts or omissions of or by City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) City’s use of the TRCC Funds. City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

G. Required Insurance Policies. Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County’s obligation to contribute TRCC Funds to City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to City in succeeding fiscal years. The County’s obligation to contribute TRCC Funds to City

under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to City of the occurrence thereof.

(b) City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(c) The County's determination to contribute TRCC Funds to City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by City under this Agreement are untrue.

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

(a) Withhold further contributions of TRCC Funds to City; and/or

(b) Seek repayment of any TRCC Funds previously paid to City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent, and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to City and have been expended by City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to City.

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

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

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

O. Amendments. This Agreement may be amended, enlarged, modified, or altered only by an instrument in writing signed by both Parties. If the amendment or modification is

material, the instrument shall be: (i) approved by the governing bodies of the County and City, including the adoption of any necessary resolutions or ordinances by the County and City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

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

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

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of City warrants his or her authority to do so and to bind City. The County may require City to return all TRCC Funds paid to City based upon a breach of warranty of authority.

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

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2023

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Robin Chalhoub
Department Director
Dated: _____, 2023

Reviewed and Advised as to Form and Legality:

By _____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY

CITY OF HOLLADAY

By _____

Name: _____

Title: _____

Dated: _____, 2023

Attest:

_____, City Recorder
Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 2023

EXHIBIT A
Application

Salt Lake County
Community Services
TRCC

TRCC 2022 Support Program Application (2023 County budget)

Deadline: 7/6/2022

**City of Holladay
Historic Walk in Holladay City Park PRT**

Jump to: [Application Questions](#) [Documents](#)

\$ 750,000.00 Requested

Submitted: 7/6/2022 8:27:28 AM (Pacific)

Project Contact

Holly Smith
hsmith@cityofholladay.com
Tel: 801-272-9450

Additional Contacts

none entered

City of Holladay

4580 South 2300 East
Holladay, UT 84117

Telephone 801-272-9450
Fax 801-272-9384
Web www.cityofholladay.com

City Manager

Gina Chamness
gchamness@cityofholladay.com

Application Questions [top](#)

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview**1. Select the type of support you are applying for**

Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- TOUR - Tourism Project Support
- PRT - Parks, Recreation and Trails Support
- CFSP - Cultural Facilities Support
- CON - Convention Facilities Support
- Other (Please contact the county if you select this option)

2. Please select the Planning Area of Salt Lake County where the project is located.

Please refer to the SLCo Planning Areas Map in the Resources section above for a list of planning areas.

- North Planning Area
- West Planning Area
- East Planning Area
- Southwest Planning Area
- Southeast Planning Area

3. Organization Overview: History, programs & services offered, audiences served.

The City of Holladay was officially incorporated on November 30, 1999, and although a relatively young city, the community's rich history dates back to 1847 as one Utah's earliest settlements. Today, the City's approximate 8.4 square miles is home to roughly 31,000 residents. Holladay offers easy access to not only the amenities of the metropolitan region but also the

nearby canyons and national forest areas. The community is well known for its unique residential properties nestled in heavily wooded areas of century old Cottonwood trees. Under the mayor-manager form of government, the Mayor and 5-member City Council, along with the City Manager and staff, are actively pursuing the implementation of projects and programs in support of the City's vision and general plan. Community driven goals include the enhancement of arts and cultural offerings, economic development, parks and trails, place-making, education, and livability, among other priorities.

4. Project Summary

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

The City of Holladay requests \$750,000 of TRCC funds for the design-build of a Historic Walk in Holladay City Park. Located in the heart of the community in the city's historic and civic district at 4580 South 2300 East, the Historic Walk will provide visitors with an inspirational view of Holladay from its earliest beginnings to the present-day. This Historic Walk will be integrated within existing park infrastructure. Starting at the park arbor, guests will experience Holladay's history as they are guided through exhibits, displays, public art murals, a selfie-wall and ending at the Historic Casto House, listed on the National, State of Utah and City of Holladay Register of Historic Places.

The proposed project was recommended in the final findings of the "Holladay Museum/Exhibit Feasibility Study" completed in June 2022 with a grant from the Cultural Capital Facility Grant Program, administered by the Utah Division of Arts & Museums. The implementation of the study recommendations are proceeding in phases. The first phase includes the foundational research, concept programming and schematic plans for the entirety of the project plus the design and build of the Historic Walk and Casto House Enhancements. The estimated total project cost for this phase is \$1,000,000 with an 18 to 24-month completion timeline. The second phase will include the installation of displays and murals within Holladay City Hall and historic kiosks at strategic locations of interest throughout the community.

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Resources Tab above)

The proposed project aligns with the Parks, Recreation, and Trails Support Program (PRT) principles:

- To ensure the legacy of parks and recreation throughout the County. The Historic Walk will honor the past and enhance the public's park experience, thereby making the park more valuable.
- To value professional parks and recreation organizations, community parks, recreation, trails organizations, and community participation. The proposed project will be guided by industry professionals with ample community resident-volunteer involvement.
- To enable and enhance the development of parks, recreation, and trail systems. The proposed project will enhance an existing popular park.
- To reflect and address the current and future needs of communities throughout the County. The proposed project reflects Holladay's desire to establish a historical experience and addresses it in a manner to meet current and future needs with a sustainable and cost-effective focus.
- To only support projects which demonstrate readiness, feasibility, and sustainability through long-term secure funding streams. The proposed project is the result of a recently completed feasibility study and is ready for implementation. The City chose the proposed project concept for its sustainable qualities and low long-term expenses. Holladay's existing funding and staff resources will ensure the project is properly maintained in the future.
- To value the need for addressing the wide range of facility types and trends. The proposed Historic Walk is a unique offering that reflects the preferences of up and coming generations, bringing enriching experiences to public spaces already populated by residents. Holladay has heard that some communities with traditional historic museums are struggling to maintain public interest and funding to support them, and more creative options, like Holladay's proposed project are desirable.
- To support projects that address the need for proper maintenance and/or upgrades of existing facilities and the construction of new facilities. The proposed project is an upgrade to an existing public park, integrating elements directly into existing structures and spaces.
- To support projects which enhance the ability of parks, recreation, and trail organizations to improve, expand and/or sustain programming. The Historic Walk enhances the park's expansion of new programming.
- To support projects exploring new ways to increase programming for nature and outdoor education. The Historic Walk is an outdoor education experience.
- To encourage projects that foster collaboration, regional partnerships, and shared funding. The Historic Walk will result from a collaborative research process to determine the stories that will be told as part of the exhibit experience.

6. Provide evidence of local support and community need justifying the project

Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.

The proposed project's local support is evident in the Holladay Historical Commission's championship of establishing a historic experience for over the past 10+ years. Over the last several years, the Commission has led a grassroots fundraising effort for a historic experience by selling a book about Holladay's history written by a local author. Nearly \$4,000 in donations has thus far been raised to support the implementation of this project. The Historical Commission continues to collect donations and has plans for a robust capital fundraising campaign now the feasibility study is complete and the City is moving forward with implementation. Please see included letter of support from Robert Falck, Chair of the Holladay Historical Commission.

Currently, there is no historical/cultural venue of this nature to meet Holladay's community need to provide a historical museum/exhibit experience. For this reason, the City initiated the "Holladay Museum/Exhibit Feasibility Study." The most notable outcome of the study is the identification of historical museum/exhibit experience concepts that are accessible, integrated within existing public spaces and sustainable. The three main project components identified in the study include an outdoor Historic Walk within the outdoor spaces of the popular City Hall Park; City Hall historic murals and artifact display cases in hallways that are frequented by the public for other purposes; and historical kiosks and displays at key locations throughout the community. These elements go beyond the traditional, historic museum setting and instead bring the experience of history directly to the public. Please reference included "Holladay Museum/Exhibit Feasibility Study" final concepts for more details.

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

The proposed project is appropriately size to the capacity and needs of Holladay and the community. First, the project will require very minimal ongoing staff and operational support, as the Historic Walk will be available in a public park setting for all to enjoy. The City of Holladay has a very small staff of less than 20 full-time employees, as many core services are contracted with partner agencies. The City is very prudent in adding new staff team members, and it was the desire of the City Council to create a historic experience that would require little overhead. The proposed project fulfills this goal - it does not require operating hours, staffing or other typical operational costs or resources found in traditional museums.

Secondly, the proposed project meets the needs of the community. The Historic Walk provides a way for residents to learn more about the City's history in a public park space that is already regularly frequented by residents of all ages when using the park's facilities (pickleball courts, playground, and skatepark), attending special events (holiday celebrations and outdoor concerts), and supporting sports' games (little league baseball). The City estimates that the park is enjoyed by tens of thousands of people annually. By creating the historic experience in existing park spaces, the City is able to maximize its public benefit and investment.

8. Detail how the project is integral to your organization's mission.

The City of Holladay organization's mission statement directly calls for the preservation of history and supports how the proposed project is integral to the City: "The City of Holladay is committed to community, safety, and responsible growth, while preserving our charm, history, and iconic features, with open communication and quality services for all residents and businesses."

The project is also integral to the City's core values of preservation and quality of life.

"-Preservation: We're committed to preserving our charm and iconic features and celebrating our rich history of people, places, and stories.

-Quality of Life: We support the exceptional quality of life that is a hallmark of our community. We take pride in our unique neighborhoods, history, culture, high quality schools, and stunning tree canopy. Our natural environment, open space, arts, cultural offerings, and civic amenities work together to make our City an exceptional and safe place to live, work, and play."

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.

You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.

The estimated budget for the proposed project contemplates \$150,000 in unsecured funding. The Holladay Historical Commission is planning a robust capital fundraising campaign for the project, which will include solicitation of support from prominent community members, partner organizations, such as the Holladay City Foundation, local businesses and residents. The Commission's initial conversations with potential donors has been very positively received. If the fundraising goal is unmet, the Holladay budget reserve would be considered to fill the funding gap.

As for managing cash flow, the City has received prior TRCC awards and is experienced in managing reimbursement projects of similar magnitude as the proposed project. The City's Finance Department actively monitors the cash flow for our organization, including specific projects, with financial software. Given the 18 to 24-month project timeline, project expenditures will be spread out across that period of time and managed assuredly with cash-in-hand to cover the project. Holladay also has a conservative fiscal policy with a healthy reserve fund to cover unexpected needs.

10. Document your ability to raise additional project funds.

The community of Holladay has a proven track record of successful grassroots fundraising, and the City Council and Historical Commission have confidence that the Historic Walk in Holladay City Park will draw a similar community rally of support to raise additional project funds.

In 2014, the City of Holladay and the Holladay City Foundation, an established 501(c)3 nonprofit organization founded in 2012, partnered to build the first ever, community-built playground in Holladay City Park. At that time, the capital fundraising campaign was the most viable funding option to make the playground project a reality. The campaign kicked-off with a

\$75,000 lead gift and was followed by two generous business donations and multiple resident pledges to raise a total of \$150,000. The playground opened on July 4, 2015 and has since become a beloved destination for families.

Holladay envisions a similar successful outcome for the Holladay Historic Walk capital fundraising campaign.

11. Provide an analysis of the financial impact this project will have on your organization's future finances.

The financial impact of the Holladay Historic Walk on our organization's future finances, includes, but is not limited to the following:

-If awarded the requested TRCC funds, Holladay will be able to implement the Holladay Historic Walk project; without this funding, the project likely wouldn't happen otherwise.

-After the project is constructed, the City anticipates ongoing annual maintenance costs will be manageable and fit within the organization's existing budget and staff resources. Major project components are expected to have at least a lifespan of 15-20 yrs+. The project concept was purposely selected with an eye toward sustainability and low-overhead and costs to the City; that same priority will continue through the design-build process.

-The Holladay Historic Walk will be a draw to the historic business and civic district, attracting more visitors and thereby, supporting local businesses adjacent to Holladay City Park and bolstering Holladay's sales tax base.

Project Details

12. Please specify type of funding you are requesting

The questions numbers below will change depending on your selection for this question.

- Consulting Funding
- Capital Funding
- Tourism Promotion Funding

13. Type of consulting services

-answer not presented because of the answer to #12-

14. Goals and objectives of consulting services

-answer not presented because of the answer to #12-

15. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

16. Payment schedule for the work and expenses.

-answer not presented because of the answer to #12-

17. What is the site location of your project?

Please provide as specific of location details as possible.

Holladay City Park, 4580 South 2300 East, Holladay, UT 84117

18. Describe the current facility and specify if it is owned or leased.

Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.

The City of Holladay owns the location of the proposed Holladay Historic Walk in Holladay City Park. The park site is the school grounds of the former Holladay Elementary School, which has since been renovated as Holladay City Hall. Please see attached purchase contract.

19. Scope of Work, including expected deliverable and timeline

Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

Notice to Proceed

January 2023 - 1 month

Receive TRCC funding award notification and execute interlocal agreement.

RFP

February 2023-March 2023 -2 months

Select consultant through request for design-build proposals competitive process.

Preliminary Design-Build Schedule and Scope of Work

April 2023 to October 2024 - 18 to 24-months (start of construction will determine opening)

1. Project Kickoff

2. Research Input - 4 months

Deliverables: written report of content research, resource package organized by themes and prioritized with input by project team.

3. Concept Programming - 3 months

Deliverables: report with conceptual alternatives including bubble diagrams, written description of exhibit scenes, preliminary sketches and more detailed cost estimates and life-cycle cost goals.

4. Schematic Design Documents -3 months

Deliverables: package developing preferred alternative with content outline consisting of scenes and content groups, floor plan with scenes, elevations/ renderings/ visualizations, universal design and accessibility approaches, and updated life-cycle cost estimates for preferred alternative.

5. Design Development Documents - 4 months

Deliverables: documents with text titles and descriptions, graphic layout drafts, style, typography, color, finishes, major exhibit elements, exhibit drawings, scripts, detailed exhibit plan, architectural requirements, and material, color, finish sample board.

6. Construction Drawing and Permit Review - 2 months

Deliverables: 100% construction documents, fabrication details and permits.

7. Media and Exhibit Production and Casto House Enhancement - 4 months

Deliverables: production graphics and media, fabrication of structures, installation of elements, building preparation and improvements, planting of new softscapes.

8. Test/Adjust - 1 month

Deliverables: graphic source material is checked to verify completeness and quality issues with the exhibits addressed.

9. Soft Opening - 2 weeks

Deliverables: document feedback from public, empirical data and other monitoring.

10. Grand Opening

Deliverables: Public event to celebrate completion and opening of Historic Walk.

*Schedule will also include regular project team reviews and meetings, as well as City of Holladay approval times.

20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.

If needed, budget plan may be uploaded to the Documents tab.

For capital maintenance and ongoing expenses, the City will heavily weigh the project's cost estimates and life-cycle cost goals beginning in the concept programming step in the design-build schedule through the final selection of the preferred alternative. A detailed 5-year expense forecast is unknown at this time, however, the City is committed to creating a long-term maintenance budget plan.

21. Provide project management information including key personnel and their experience.

Holladay Historical Commission

-The purpose and duties of the Commission include:

1. To provide advice and information to the City Manager regarding the identification and protection of local historic and archeological resources;
2. To work towards the continuing education of citizens regarding community history;
3. To research and preserve history of the areas that now comprise the City of Holladay and research and provide information regarding important historical figures that settled and lived in Holladay;
4. To sponsor events to share the history of the area with residents of the City; and
5. To research and preserve historic photographs and other media related to the area.

The proposed project helps the Commission fulfills all of these charges. Robert Falck, Chair, Sandy Meadows, Vice Chair, and the other 5-appointed members of the Commission are passionate volunteers that are committed to seeing the proposed project succeed. The Commissioners bring a wealth of valuable experience with other historic museums, extensive knowledge of local Holladay history and relationships with other historic organizations.

Dan Gibbons, Holladay City Council Member & Historical Commission Council Liaison

-Dan has degrees in history and law and was a trial attorney for fifteen years before serving for ten years as a judge in Salt Lake County. Dan is also a writer, publisher and currently practices law full time. He is also a member of the board of the nonprofit Good Samaritan Foundation, and the Rose Park Neighborhood Center, which provides services and support for refugees in downtown Salt Lake City. Dan's extensive volunteer activities related to eastern Europe began in the late 1980's when he sponsored several political refugees from the former Soviet Union through the Tolstoy Foundation Refugee Resettlement Agency. While serving as a judge, he began volunteering with the Leavitt Institute and USAID to help strengthen the rule of law in Ukraine. Since then he has traveled more than a dozen times to eastern Europe to lecture on the American jury trial at law schools in Kyiv, Kharkiv, Lviv, Chernivtsi and Odesa, Ukraine, as well as in several cities in Moldova.

Holly Smith, Assistant City Manager

-Holly has served with the City of Holladay for the past 11 years. As a member of the City's Executive Team, she provides a

range of complex project management and analytical support to the City Manager and City Council. Holly holds a master's degree in public administration from Northern Illinois University and bachelor's degree in urban planning from the University of Utah. She has served in the public sector her entire career and has worked at many levels of government including positions in city administration, county transportation programming, and regional planning. Holly specializes in grant proposal writing and fund administration.

22. OPTIONAL: Architectural information including site plan, space program, and schematic design.

Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.

See attached document.

23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.

Please also upload above mentioned construction information documents to the Documents tab.

The attached cost estimate was prepared by the "Holladay Museum/Exhibit Feasibility Study" consultant, Design Intent. This firm's partnership of Spencer Harris and Darren Farnes are proven, qualified professionals in the field of the planning, art, design and fabrication of visitor experience/exhibits.

The City of Holladay has a general fund balance that may be considered for additional project funds, should the need arise for cost overruns. (See organization budget documents included with this application.)

24. Type of tourism promotion services

-answer not presented because of the answer to #12-

25. Goals and objectives of tourism promotion services

-answer not presented because of the answer to #12-

26. Scope of Work, including expected deliverable and timeline

-answer not presented because of the answer to #12-

27. Payment schedule for the promotional work and expenses

-answer not presented because of the answer to #12-

Documents [top](#)

Documents Requested *

REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above)
[download template](#)

REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget

REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)

OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)

CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)

CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)

CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)

CAPITAL PROJECTS (OPTIONAL): Architectural

Required? Attached Documents *

[City of Holladay TRCC Budget Worksheet](#)

[City of Holladay General Fund FY22-23 Budget](#)

[City of Holladay General Fund FY21-22 Budget](#)

[City of Holladay General Fund FY20-21 Budget](#)

[City of Holladay Final Concepts Museum Exhibit Feasibility Study](#)

[City of Holladay Letter of Support Historical Commission](#)

[City of Holladay Purchase Contract for City Park](#)

[City of Holladay Architectural Documents](#)



TRCC Project Budget Worksheet

Project Summary:

Total Project Budget	\$ 1,000,000.00
Total Funding Sources	\$ 250,000.00
County Funding Requested	\$ 750,000.00
Projected Surplus/(Deficit)	\$ -

Date: March 3, 2023

Project Name: Holladay Historic Walk

Applicant Name: City of Holladay

Contact Name: Holly Smith

Contact Email: hsmith@cityofholladay.com

Project Budget:

	Projected Cost	Detail
Construction/Contractor	\$ 600,000.00	Area development, exhibits, graphics, signage, electrical, lighting, softscape
Consultants/Professional Services	\$ 80,000.00	Project management
Permits/Fees		
Equipment > \$5,000		
Administrative Overhead		
Contingency	\$ 80,000.00	
Other	\$ 240,000.00	Research, design, content programming
Total Project Budget	\$ 1,000,000.00	

Funding Sources:

	Secured	Unsecured	Total	Detail
Cash-on-Hand	\$ 96,000.00		\$ 96,000.00	Source: general fund reserves.
Pledges		\$ 150,000.00	\$ 150,000.00	Capital fundraising campaign including lead donor(s) and other donations.
Grants			\$ -	
In-Kind Donation			\$ -	
Capital Reserve			\$ -	
Debt Issuance			\$ -	
Other	\$ 4,000.00		\$ 4,000.00	Historial Commission fundraising by book sales
Total Funding Sources	\$ 100,000.00	\$ 150,000.00	\$ 250,000.00	

CITY OF HOLLADAY

ORDINANCE No. 2023-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOLLADAY
CONFIRMING THE REZONING OF CERTAIN PROPERTY LOCATED AT 5025 S.
HIGHLAND DRIVE**

WHEREAS, the City Council of the City of Holladay in March, 2022, having held a public hearing on March 3, 2022, after receiving a recommendation from the Planning Commission rezoned that certain property located at 5025 S. Highland Drive from Neighborhood Commercial (NC) to Commercial (C-2) pursuant to Ordinance No. 2022-06; and

WHEREAS, Ordinance No. 2022-06 rezoning the above referenced property contained a provision that required entry of a development agreement between the owner and developer of the property and the City restricting the use of the property to a townhome project and a brewpub restaurant within six months of the date of Ordinance No. 2022-06; and

WHEREAS, the property owner and the City did not enter into a development agreement within the six months but now desire to enter a development agreement so restricting the property; and

WHEREAS, the City Council hereby finds and determines that conditions within the area of the subject property have not changed in such a manner as to invalidate the findings or conclusions of the City Council underlying Ordinance No. 2022-06; and

WHEREAS, the City Council further finds that the rezoning of the property will serve the public interest and will result in the development of uses compatible with the surrounding neighborhood and will provide benefit to residents adjacent to the property;

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

Section 1. Confirmation of Rezone. In accordance with the recitals above, the City Council hereby confirms the rezoning of that certain property located at 5025 S. Highland Drive from the zoning designation of Neighborhood Commercial (NC) to Commercial (C-2).

Section 2. Condition to Rezone. The rezoning of this property is subject to and conditioned upon the entry of an agreement between the City and the owner and developers of the property which is attached hereto as Exhibit A and incorporated herein by reference.

Section 3. Remaining Condition to Rezone. The rezone of the property affected by this Ordinance, in addition to being subject to the entry of a development agreement, is further conditioned of the approval of a site plan consistent with the provisions of this Ordinance and the rezoning granted herein within one year of the date of this Ordinance. In the event the conditions

of this section are not satisfied, the zoning of this property shall revert to Neighborhood Commercial (NC).

Section 4. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 5. Effective Date. This Ordinance shall take effect within (20) days of publication or posting or thirty (30) days after passage, whichever occurs first.

PASSED AND APPROVED this __ day of March, 2023.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

Ty Brewer	Yea	Nay	____
Matt Durham	Yea	Nay	____
Paul Fotheringham	Yea	Nay	____
Drew Quinn	Yea	Nay	____
Dan Gibbons	Yea	Nay	____
Robert Dahle	Yea	Nay	____

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this __ day of March, 2023.

RECORDED this __ day of March, 2023.

PRINTED DATE
03.31.2023

LAYTONDAVIS
ARCHITECTS

2005 EAST 2700 SOUTH | SUITE 200
SALT LAKE CITY, UTAH 84109

P-801487.0715 | www.laytondavisarchitects.com

EMIGRATION BREWING RESTAURANT & BAR

5025 SOUTH HIGHLAND DRIVE
HOLLADAY, UTAH

CHRONOLOGY

PROJECT NO
22.025

DWN BY / CHK BY
CWL

TITLE
OVERALL
SITE PLAN

24X36 SHEET #

A100

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NORTH 1 A100
OVERALL SITE PLAN
SCALE: 1" = 20'-0"

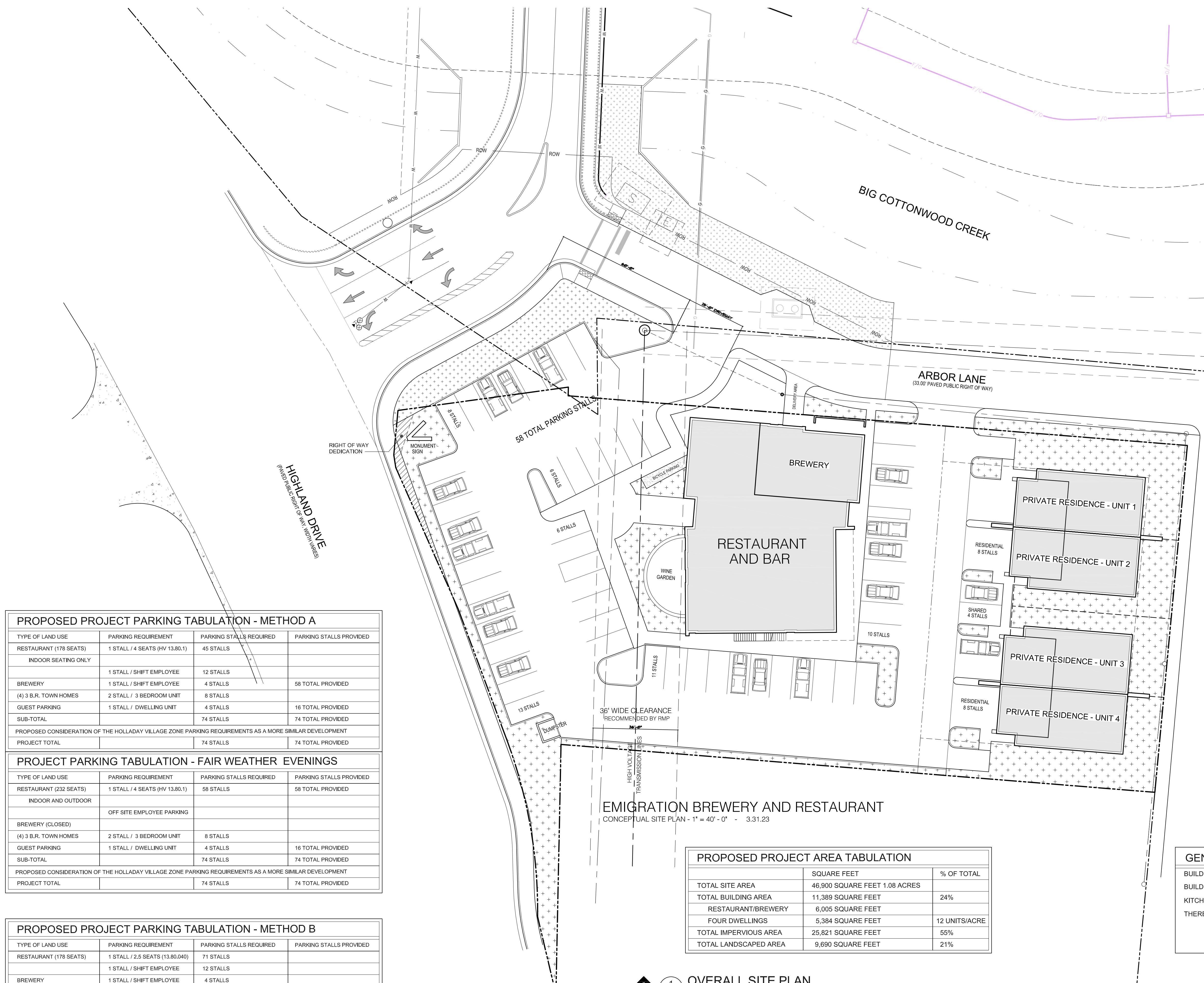
PROPOSED PROJECT PARKING TABULATION - METHOD A			
TYPE OF LAND USE	PARKING REQUIREMENT	PARKING STALLS REQUIRED	PARKING STALLS PROVIDED
RESTAURANT (178 SEATS)	1 STALL / 4 SEATS (HV 13.80.1)	45 STALLS	
INDOOR SEATING ONLY			
	1 STALL / SHIFT EMPLOYEE	12 STALLS	
BREWERY	1 STALL / SHIFT EMPLOYEE	4 STALLS	58 TOTAL PROVIDED
(4) 3 B.R. TOWN HOMES	2 STALL / 3 BEDROOM UNIT	8 STALLS	
GUEST PARKING	1 STALL / DWELLING UNIT	4 STALLS	16 TOTAL PROVIDED
SUB-TOTAL		74 STALLS	74 TOTAL PROVIDED
PROPOSED CONSIDERATION OF THE HOLLADAY VILLAGE ZONE PARKING REQUIREMENTS AS A MORE SIMILAR DEVELOPMENT			
PROJECT TOTAL		74 STALLS	74 TOTAL PROVIDED

PROJECT PARKING TABULATION - FAIR WEATHER EVENINGS			
TYPE OF LAND USE	PARKING REQUIREMENT	PARKING STALLS REQUIRED	PARKING STALLS PROVIDED
RESTAURANT (232 SEATS)	1 STALL / 4 SEATS (HV 13.80.1)	58 STALLS	58 TOTAL PROVIDED
INDOOR AND OUTDOOR			
	OFF SITE EMPLOYEE PARKING		
BREWERY (CLOSED)			
(4) 3 B.R. TOWN HOMES	2 STALL / 3 BEDROOM UNIT	8 STALLS	
GUEST PARKING	1 STALL / DWELLING UNIT	4 STALLS	16 TOTAL PROVIDED
SUB-TOTAL		74 STALLS	74 TOTAL PROVIDED
PROPOSED CONSIDERATION OF THE HOLLADAY VILLAGE ZONE PARKING REQUIREMENTS AS A MORE SIMILAR DEVELOPMENT			
PROJECT TOTAL		74 STALLS	74 TOTAL PROVIDED

PROPOSED PROJECT PARKING TABULATION - METHOD B			
TYPE OF LAND USE	PARKING REQUIREMENT	PARKING STALLS REQUIRED	PARKING STALLS PROVIDED
RESTAURANT (178 SEATS)	1 STALL / 2.5 SEATS (13.80.040)	71 STALLS	
	1 STALL / SHIFT EMPLOYEE	12 STALLS	
BREWERY	1 STALL / SHIFT EMPLOYEE	4 STALLS	
PROPOSED 30% REDUCTION FOR PARKING SHARING: WALKING OR CYCLING; MORE ACCURATE AND FLEXIBLE STANDARDS			
SUB-TOTAL		87 STALLS x .70 = 61 STALLS	58 TOTAL PROVIDED
(4) 3 B.R. TOWN HOMES	2 STALL / 3 BEDROOM UNIT	8 STALLS	
GUEST PARKING	1 STALL / DWELLING UNIT	4 STALLS	16 TOTAL PROVIDED
PROJECT TOTAL		73 STALLS	74 TOTAL PROVIDED

PROPOSED PROJECT AREA TABULATION		
	SQUARE FEET	% OF TOTAL
TOTAL SITE AREA	46,900 SQUARE FEET	1.08 ACRES
TOTAL BUILDING AREA	11,389 SQUARE FEET	24%
RESTAURANT/BREWERY	6,005 SQUARE FEET	
FOUR DWELLINGS	5,384 SQUARE FEET	12 UNITS/ACRE
TOTAL IMPERVIOUS AREA	25,821 SQUARE FEET	55%
TOTAL LANDSCAPED AREA	9,690 SQUARE FEET	21%

GENERAL SITE AND BUILDING NOTES	
BUILDING WILL HAVE AN AUTOMATIC SPRINKLER SYSTEM - NFPA 13	
BUILDING WILL HAVE A FIRE ALARM SYSTEM - AS REQUIRED BY CITY	
KITCHENS WILL HAVE A TYPE 1 HOOD - AS REQUIRED BY CITY	
THERE WILL BE NO PILED STORAGE OVER 12' HIGH OR 500 SQ. FT.	





EMIGRATION BREWING CO.
ROOTS FINE DINING AND WINE BAR

PREVIEW



CITY OF HOLLADAY

RESOLUTION NO. 2023-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING
A DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF LAND WITH ORANGE
PROPERTIES, LLC, AND BRET LAUGHLIN**

WHEREAS, the City Council of the City of Holladay in March, 2022, having held a public hearing on March 3, 2022, after receiving a recommendation from the Planning Commission rezoned that certain property located at 5025 S. Highland Drive from Neighborhood Commercial (NC) to Commercial (C-2) pursuant to Ordinance No. 2022-06; and

WHEREAS, Ordinance No. 2022-06 rezoning the above-referenced property contained a provision that required entry of a development agreement between the owner and developer of the property and the City restricting the use of the property to a townhome project and a brewpub restaurant within six months of the date of Ordinance No. 2022-06; and

WHEREAS, the property owner and the City did not enter into a development agreement within the six months but now desire to enter a development agreement so restricting the property; and

WHEREAS, the City Council confirmed the rezone of the above-referenced property subject to and conditioned upon the entry of that development agreement attached hereto as Exhibit A;

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 that certain Development Agreement, attached hereto as Exhibit A and incorporated herein by reference. The Mayor of the City is hereby authorized to execute 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.

When Recorded Return to:

Stephanie Carlson
City of Holladay
4580 S 2300 E
Holladay UT 84117

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made and entered into as of the _____ day of _____, 2023, by and between THE CITY OF HOLLADAY, a Utah municipal corporation, hereinafter referred to as the “**City**”, ORANGE PROPERTIES, LLC, a Utah limited liability company, hereinafter referred to as “**Developer**,” and BRET LAUGHLIN, an individual, hereinafter referred to as “**Owner**”.

RECITALS

A. Owner and Developer have made application to the City to develop property located at 5025 S. Highland Drive as a brewpub restaurant and townhome project. Owner and Developer have applied to the City to rezone the property from the zoning designation Neighborhood Commercial (NC) to Commercial (C-2) and the City is willing to grant the application to rezone the property, subject to the specific condition, offered by Developer and agreed to by the City, that the use of the property be restricted to a townhome project and brewpub restaurant, and further that a site plan be approved by the City within 1 year of the date of the entry of this Agreement.

B. The City Council of the City of Holladay held a public hearing on this matter in March 2022, after receipt of a recommendation from the Planning Commission to rezone the property.

C. After public hearing and discussion, the City Council has determined that the rezoning of the affected property is appropriate, subject and conditioned on the above referenced agreement from the Owner and Developer to restrict development on the affected parcel to the construction of a brewpub restaurant and townhome project.

D. Owner and Developer are willing to provide the requested commitment relating to future development of the property and recognize the City Council’s legislative discretion to authorize the rezone subject to that commitment as valuable consideration for the promise.

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 City, Owner and Developer hereby agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Covenant of Use.** Consistent with the recitals, set forth above, and in conjunction with the City Council's exercise of its legislative discretion, Owner and Developer hereby covenant that development of the affected property shall be limited to a construction of a brewpub restaurant and a townhome project consistent with the zoning regulations applicable to the C-2 zone. Owner and Developer hereby covenant and agree that they will not seek land use approvals from the City to develop the affected property for any other use not consistent with the terms of this Agreement.

3. **Covenant to Run with the Land.** This Agreement shall be binding upon any and all successors and assigns of Owner and/or Developer in the ownership or development of any portion of the affected property, and shall be deemed to be a covenant running with the land.

4. **Compliance with City Codes.** Owner and Developer hereby agree that further development of the property shall comply, in all respects, with the ordinances of the City relating to the development of the property and with any lawful conditions of development as imposed by the Planning Commission of the City of Holladay, or if applicable, the City Council of the City of Holladay.

5. **Applicable Law.** This Agreement and the interpretation, validity, effect and performance hereof shall be governed by the laws of the state of Utah.

6. **Savings Clause.** If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remaining provisions of the Agreement, or the application of such provisions to the persons or circumstances other than those to which it is held invalid, shall not be affected thereby or considered invalid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the date and year first hereinabove written.

“CITY”

CITY OF HOLLADAY

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

Robert M. Dahle, Mayor

“OWNER”

BRET LAUGHLIN

Bret Laughlin, an individual



City of Holladay

Happy Healthy Holladay ☺
April 6, 2023

History

- Part of Salt Lake County Healthy Community Groups Program
- Creation championed by Council Member Pignanelli
- County's pandemic response paused coalition efforts
- Relaunched in September 2022



Happy Healthy Holladay

MISSION Improve the quality of life for all residents of the City of Holladay by developing data-driven physical, mental and social well-being programming to support healthier living.

PARTNERS City of Holladay, Salt Lake County Health Dept, Unified Police, Unified Fire, Holladay Library, Holladay Lion's Rec Ctr, #5 Local Residents



Data-driven efforts to meet the needs of Holladay residents.



What's going well...

Holladay City 2022 Community Health Snapshot



SL SALT LAKE
COUNTY
HEALTH DEPARTMENT

TOP 10 Strongest Areas

1. Birth Rate for Females Ages 15-19 (per 1,000)

City Rate - 7.7 County Rate - 14.8



2. Child Injury Deaths (per 100,000 children age 0-19)

City Rate - 7.5 County Rate - 14.1

6. Prostate Cancer Deaths (per 100,000 men)

City Rate - 15.8 County Rate - 21.1

7. Adults with Diabetes

City Rate - 6.7% County Rate - 8.9%



3. Vegetables Consumed

City Rate - 17.2% County Rate - 12.6%



4. Lung Cancer Deaths (per 100,000)

City Rate - 12.5 County Rate - 16.9

8. Cancer Death Rate (per 100,000)

City Rate - 96.2 County Rate - 123.6

5. Breast Cancer Deaths (per 100,000 women)

City Rate - 16.5 County Rate - 22.1

9. Diabetes, underlying cause of death (per 100,000)

City Rate - 18.0 County Rate - 22.8



10. Adult Disability

City Rate - 19.0% County Rate - 23.4%



Where we see more needs...

Holladay City 2022 Community Health Snapshot



SL SALT LAKE
COUNTY
HEALTH DEPARTMENT

TOP 10 Areas of Opportunity

1. Drug/Opiod Poisoning Deaths (per 100,000)

City Rate - 33

County Rate - 22.8

2. Current Doctor-diagnosed Asthma (Adults)

City Rate - 13.2%

County Rate - 10.3%



3. Depression Prevalence (Adults)

City Rate - 30.1%

County Rate - 23.7%

4. Suicide Deaths (per 100,000)

City Rate - 27.7

County Rate - 22.2



5. Seven or More Days Poor Mental Health (Adults)

City Rate - 27.0%

County Rate - 22.1%

6. Activity Limitation

City Rate - 21.3%

County Rate - 18.1%



7. No Health Insurance Coverage

City Rate - 11.0%

County Rate - 9.5%

8. Pap Test within the past 3 years (women 18+)

City Rate - 54.3%

County Rate - 63.4%



9. Doctor-diagnosed Hypertension (Adults)

City Rate - 30.8%

County Rate - 27.1%

10. Colorectal Cancer Deaths (per 100,000)

City Rate - 12.6

County Rate - 11.4



Examples of Partner Activities & Coalition Initiatives



- Safe Medication Disposal
- Naloxone Kits
- Gun Locks
- Dialogue on Dementia
- Free Exercise Classes
- Fall Prevention
- Babysitting 101
- QPR Suicide Prevention Class
- Winter Activity Ideas
- Geriatric Psychiatrist
- Jump Rope Demo/ Class
- Big Cottonwood Trail Walk
- Healthy Cooking for Seniors
- Opioid Awareness
- Website Resources





Upcoming Goals

- Continue to learn from each other and other coalitions
- Evaluate existing resources
- Develop data-driven activities that are lacking
- Achieve Healthy Utah Community designation
- Participate in a strategic planning process

