



**NOTICE OF A MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, MAY 16, 2024**

- 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, May 16, 2024 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 - [agendas/https://holladayut.gov/government/agendas_and_minutes.php](https://holladayut.gov/government/agendas_and_minutes.php)

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 before 5:00 p.m. on the date of the meeting to scarlson@holladayut.gov with the subject line: Public Comment. Comments are subject to the Public Comment Policy set forth below
- IV. **Continued Public Hearing on Proposed Amendments to Title 13 – Historic Preservation**
(proposal to amend the code relating to historic sites; designation process, preservation and modification procedures, allowed uses and conditional use permit requirements. Also to align Title 13 with Title 2)
- V. **Reports**
 - a. **Salt Lake County Animal Services Annual Report** - *Carrie Siebert*
- VI. **Ratification of Interlocal Agreement with Salt Lake County for Highland Dr. Corridor Preservation at 4504 S Highland Dr** *(\$64,000 to acquire property needed for a transportation project at approx. 4504 S Holladay Cir)*

- VI. ***Consideration of Ordinance 2024 –07 Amending Title 13.62 Building Heights in the C-2 Zone (amend the maximum building height from 35ft to 40 ft in all C-2 zones)***
- VII. ***Consideration of Resolution 2024-17 Authorizing Certain Individuals to Make Changes to the City’s PTIF Fund Account***
- VIII. ***Consideration of Resolution 2024-18 Approving an Agreement with BarX Group Relating to Property Commonly Known as the Cotton Bottom Inn (addendum #5 to the real estate and purchase agreement agreed to submit a final site plan by December 31, 2024, for City approval)***
- IX. ***Consideration of Resolution 2024 –19 Approving a License and Encroachment Agreement with Cotton Bottom Properties, LLC (occupy and improve City-owned property located adjacent to the Cotton Bottom Inn and the public right of way)***
- X. ***City Manager Report - Gina Chamness***
- XI. ***Council Reports & District Issues***
- XII. ***Recess City Council in a Work Meeting:***
 - a. ***Continued Discussion on 2024-25 Tentative Budgets***
 - * ***UFA – Capt Brown***
 - * ***Justice Court - Judge Chin***
 - * ***CED – Jon***
 - * ***Admin - Gina***
 - * ***Non- Departmental - Gina***
 - b. ***Discussion on Proposed Historic Preservation Ordinance***
 - c. ***Calendar***
 - Council Meetings – June 6 & 13, July 11***
- XIII. ***Closed Session Pursuant to Utah Code Section 52-4-204 & 205 to Discuss the Physical or Mental Health or Professional Competence of an Individual, Potential Litigation, Property Acquisition and Disposition***
- XIV. ***Adjourn***

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

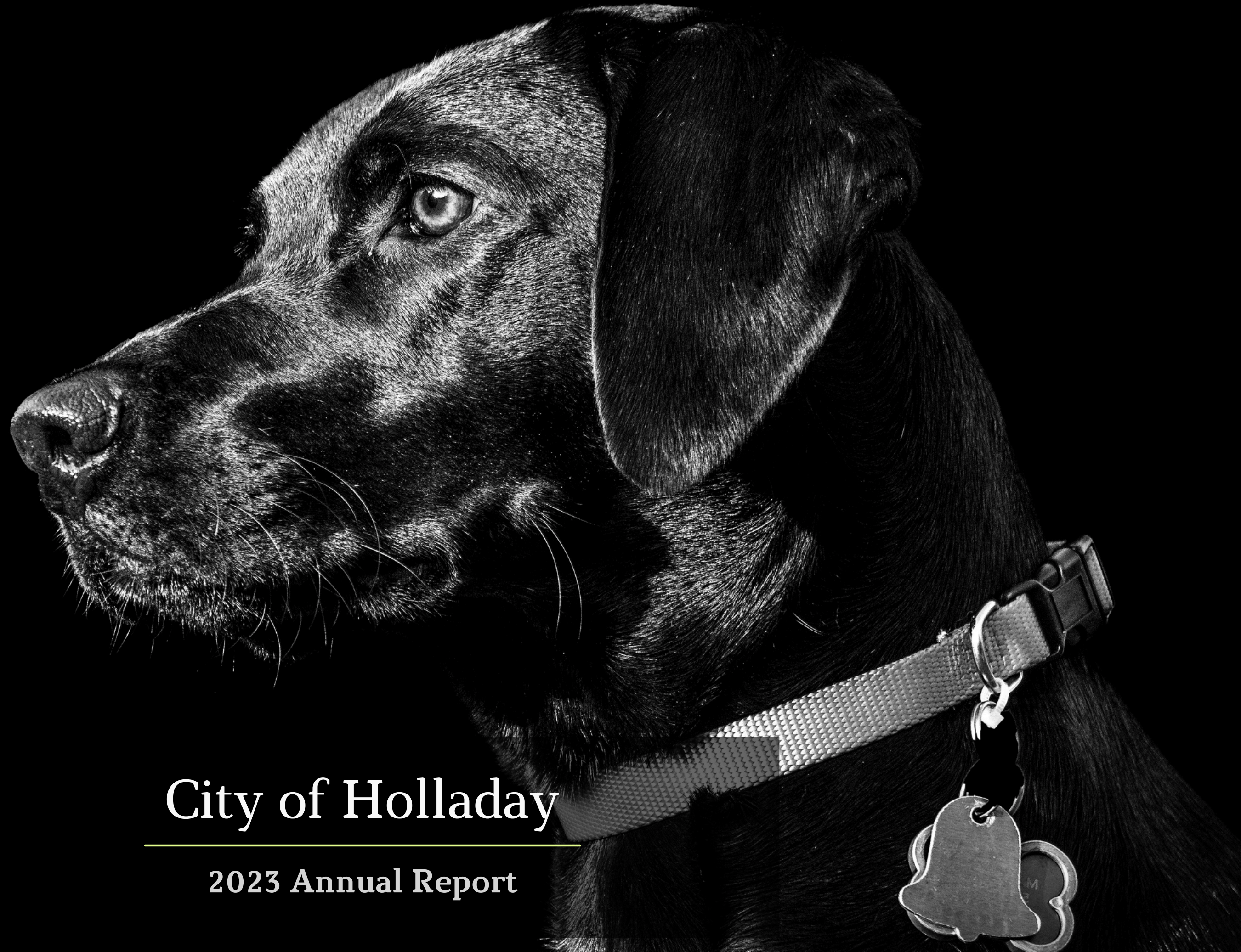
CERTIFICATE OF POSTING

I, Stephanie N. Carlson, the City Recorder of the City of Holladay, certify that the above agenda notice was posted at City Hall, the City website www.holladayut.gov, 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: Tuesday, May 14, 2024 at 10:00am

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

Reasonable accommodations for individuals with disabilities or those needing 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

2023 Annual Report

**IN 2023 ANIMAL SERVICES
CELEBRATED OUR ANNIVERSARY
OF ACHIEVING A DECADE OF NO-KILL
SHELTERING.**

**10 ORGANIZATIONS & INDIVIDUALS
RECEIVED AN AWARD IN A
CEREMONY AT OUR ANNUAL
SPAYGHETTI GALA FOR PROVIDING
CRUCIAL SUPPORT IN ACHIEVING AND MAINTAINING
OUR NO-KILL MISSION.**

**WE ALSO OFFICIALLY LAUNCHED OUR HANG TEN
SHELTER CLUB CAMPAIGN CHALLENGING OTHER
MUNICIPAL SHELTERS ACROSS THE NATION TO JOIN
THE NO-KILL MOVEMENT.**



2023 INTERESTING FACTS & HIGHLIGHTS



**OUR ANIMAL CONTROL OFFICERS
RESPONDED TO OVER 18,000 CALLS
FOR SERVICE.**

**OUR DEDICATED TEAM OF FOSTERS AND
VOLUNTEERS PROVIDED OVER 43,000
HOURS HELPING OUR PETS.**

**OVER 2,600 PETS WERE ADOPTED OR
SENT TO RESCUE ORGANIZATIONS.**

**3,500 PETS WERE STERILIZED BY OUR IN
HOUSE VETERINARY CLINIC.**

2023 ACCOMPLISHMENTS

**NACo ACHIEVEMENT AWARD
FOR FINANCIAL MANAGEMENT-
F.A.C.E.S. ENDOWMENT**

**NACo ACHIEVEMENT AWARD
FOR CIVIC EDUCATION &
PUBLIC INFORMATION –
ADVISORY COMMITTEE**

**15TH TIME WINNER FOR
BEST IN STATE**



2023 SUMMARY OF OVERALL ASILOMAR STATS 1-1-23 TO 12-31-23

- Full Asilomar stats are available upon request.
- Features Adjusted Totals - Excludes Owner Requested Euthanasias

Category	Dogs	Cats	Other	Total Animals
Beginning Shelter Count	94	74	11	179
Intake Totals	2706	3322	183	6211
Adoptions	1048	1131	93	2272
Transfers/Rescue	119	511	43	673
Redemptions	1347	1337	18	2702
Euthanasia	112	236	23	371
Outcome Totals	2626	3215	177	6018

LIVE RELEASE: 93%

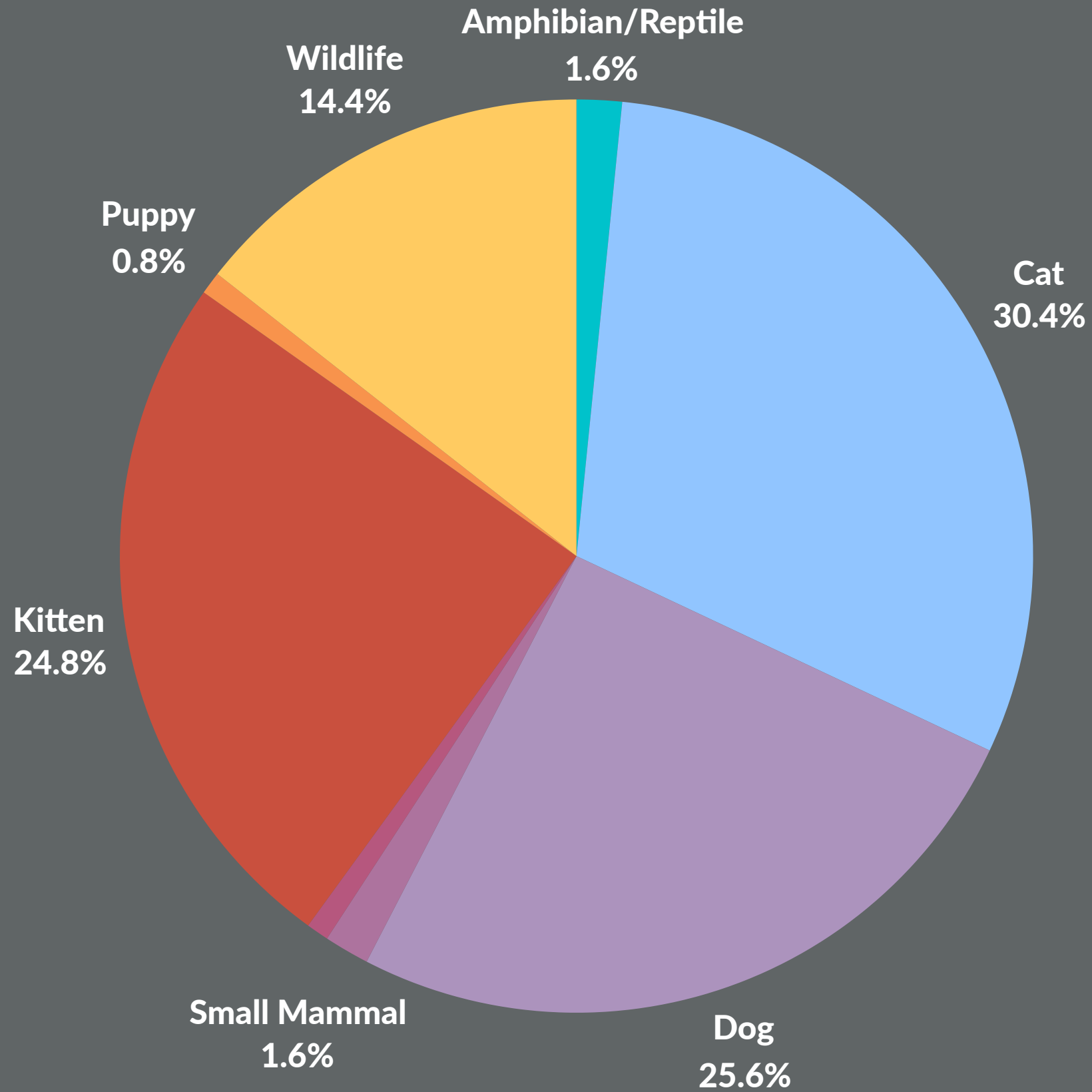


**1281
ANIMALS
FOSTERED!**

**673
ANIMALS
RESCUED!**



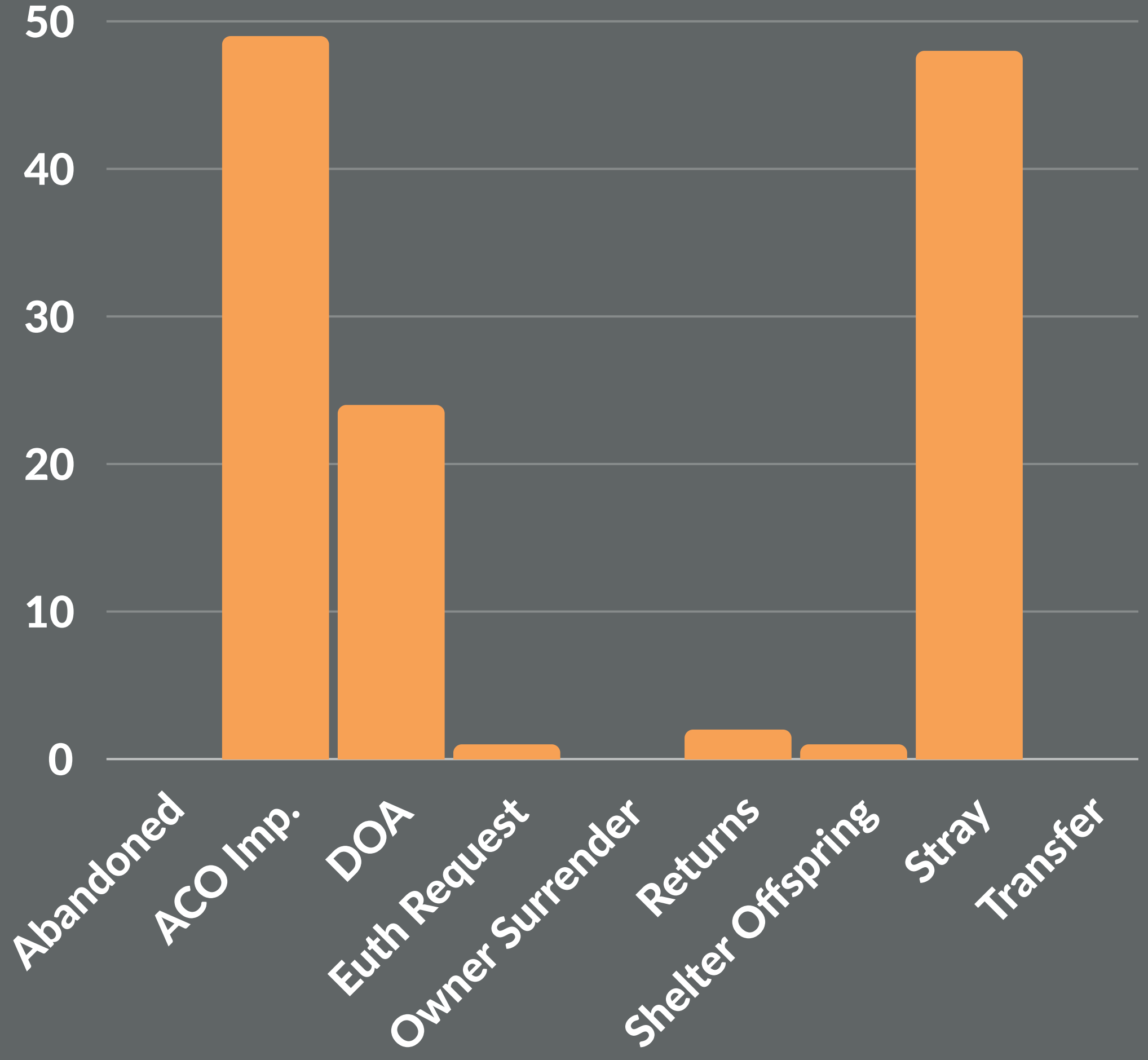
HOLLADAY INTAKE BY SPECIES



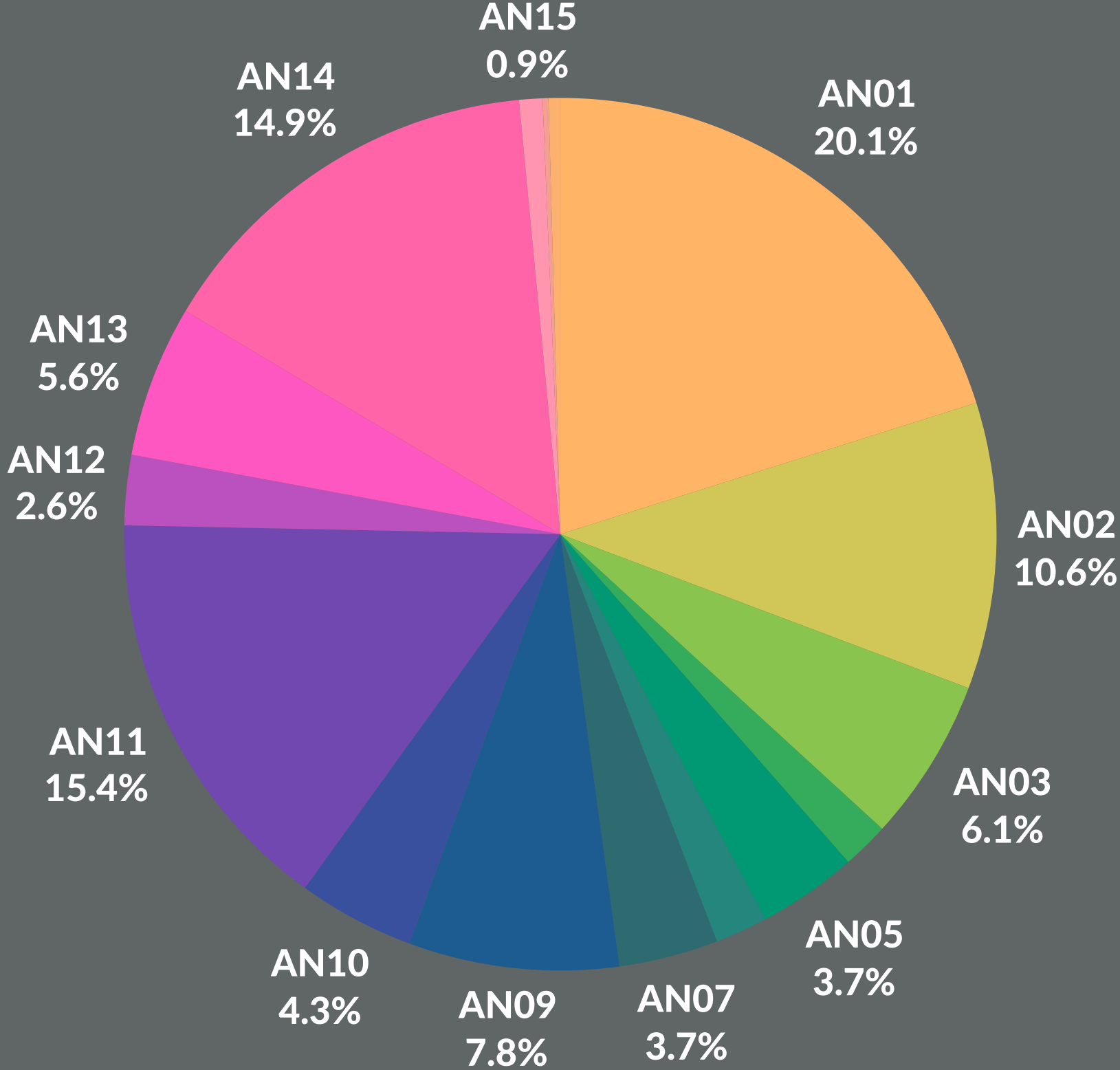
Species	Total
Amphibian/Reptile	2
Bird	0
Cat	38
Crab/Fish	0
Dog	32
Small Mammal	2
Livestock	1
Insect/Arachnid	0
Kitten	31
Puppy	1
Wildlife	18
Totals	125

HOLLADAY INTAKE BY TYPE

Circumstance	Total
Abandoned	0
ACO Impound	49
DOA	24
Euth Request	1
Owner Surrender	0
Returns	2
Shelter Offspring	1
Stray (over the counter)	48
Transfer	0
Totals	125



HOLLADAY FIELD STATISTICS



Call Type	4th Quarter	2023 Total
AN01 - Animal Impound	24	93
AN02 - Animal At Large	18	49
AN03 - Animal Cruelty	7	28
AN04 - Animal In Vehicle	2	8
AN05 - Injured/Sick/In-Distress/Rescue	5	17
AN06 - Wild/Exotic	0	9
AN07 - Animal Attack	8	17
AN08 - Livestock Problem	0	0
AN09 - Animal Bite	3	36
AN10 - Home Quarantine Release	0	20
AN11 - Animal Nuisance	27	71
AN12 - Agency Assist	4	12
AN13 - Special Assignment/TNR	10	26
AN14 - Citizen Inquiry	22	69
AN15 - Permit Inspection	1	4
Contact	0	1
Patrol	2	2
Totals	133	462

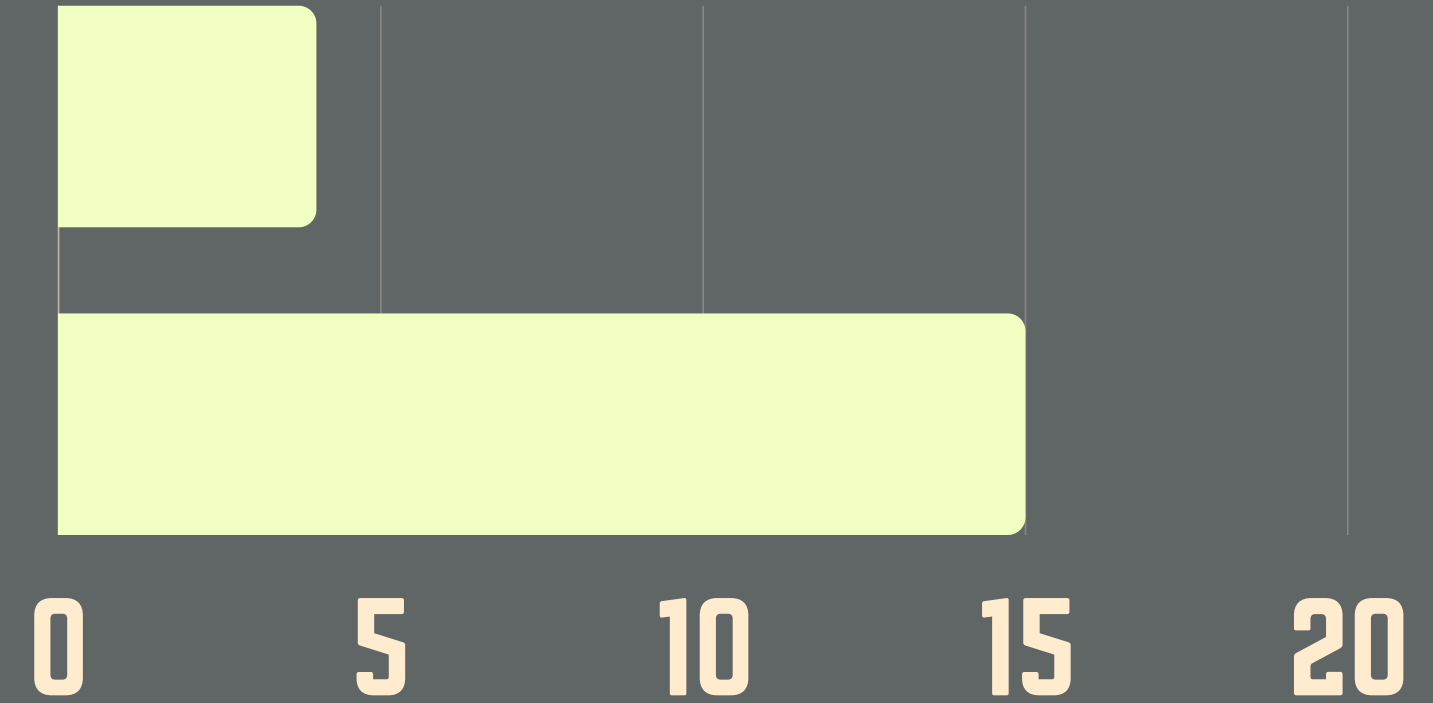
HOLLADAY CITATIONS/NOTICE OF VIOLATIONS

MOST COMMON VIOLATIONS

- **RUNNING AT LARGE**
- **NO LICENSE**
- **NO RABIES VACCINATION**

CITATIONS

NOVs



HOLLADAY 2023 LICENSES

LICENSE TYPE	TOTALS
ANNUAL STERILIZED	369
ANNUAL UNSTERILIZED	54
SENIOR ANNUAL STERILIZED	303
DANGEROUS DOG	2
RESIDENTIAL PERMITS	1

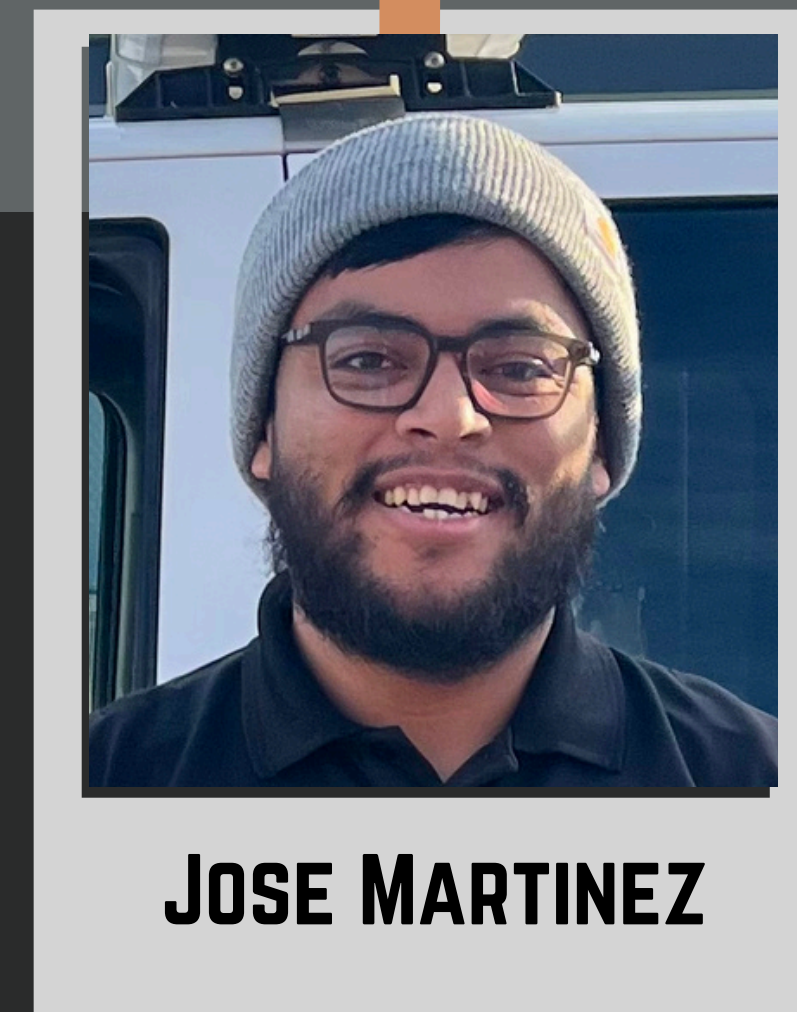




TAYLOR TURNER



LACY FETT



JOSE MARTINEZ

OFFICERS OF THE YEAR AWARDS

THESE OFFICERS HAVE GONE ABOVE AND BEYOND IN THEIR DAILY RESPONSIBILITIES. EACH HAS SHOWN IMPECCABLE QUALITY IN THEIR WORK AND DEDICATED SERVICE TO THE PUBLIC.



VOLUNTEERS

THESE STATS DEMONSTRATE THE DEDICATION AND SERVICE OUR VOLUNTEERS HAVE PROVIDED TO OUR SHELTER PETS AND AGENCY IN 2023.

3088

HOURS SPENT WITH SHELTER PETS

1718

HOUNDS AROUND TOWN FIELD TRIPS

979

HOURS MAKING TREATS FOR SHELTER PETS

180

HOURS CHILDREN READ TO SHELTER CATS

31

TRANSPORTS TO FREE GROOMING APPTS FOR SHELTER PETS

49

HOSTED/ATTENDED EVENTS

95

ADOPTION EVENTS

2536

CITIZENS EDUCATED ON PROGRAMS

640

CITIZENS HELPED THROUGH PET PANTRY

**OVER
\$192,000**

DONATIONS THROUGH OUTREACH DEPT.



OUTREACH

OUR SPECIAL PROGRAMS TEAM WAS HARD AT WORK HELPING THE COMMUNITY, FUNDRAISING FOR LIFE SAVING PROGRAMS, & ATTENDING EVENTS IN ADDITION TO THEIR REGULAR PROGRAMS TASKS TO SUPPORT OUR NO-KILL MISSION.

UPCOMING FREE WORKSHOPS

**FEB
22ND**

**SEPARATION ANXIETY:
HOW TO HELP YOUR DOG**



**MAR
28TH**

**VIRTUAL BUILDING
BETTER BEHAVIORS**



COST PER CAPITA

ANIMAL SERVICES FOLLOWS A COST PER CAPITA METRIC TO DETERMINE THE PRICE FOR OUR SERVICES.



TRANSPARENT & FAIR AMONGST PARTICIPATING CITIES

FULLY LOADED COST : INCLUDING ANIMAL CONTROL, SHELTERING, & VETERINARY CARE

OTHER METRICS ENCOURAGE HIGHER INTAKE & HIGHER CALL VOLUMES

CLOSEST MODEL FOLLOWING NATIONAL AVERAGE OF PETS PER HOUSEHOLD

2024-2025 COST PER CAPITA INCREASE

THE RATE INCREASED TO \$11.41 PER CITIZEN DUE TO THE FOLLOWING FACTORS:

- **THE COUNTY RAISED THE MINIMUM WAGE TO \$15.00 FOR EMPLOYEES CLASSIFIED UNDER THE COUNTY PAY GRADES 12 AND BELOW. MANY OF OUR STAFF ARE AMONGST THOSE THAT RECEIVED AN INCREASE.**
- **ANIMAL SERVICES VETERINARIANS MARKET SALARY ADJUSTMENTS.**
- **THE AVERAGE LENGTH OF STAY FOR SHELTER ANIMALS INCREASED THUS REQUIRING MORE SUPPLIES, MEDICATIONS, AND RESOURCES TO CARE FOR THEM EVERY DAY. THE MARKET FOR THESE SUPPLIES ALSO INCREASED PRICES.**
- **BASED ON 2022 AUDIT RECOMENDATIONS WE HAVE CREATED A CONTROLLED CAPITAL PROJECT LIST THAT ARE SCHEDULED OVER A 10-YEAR PERIOD. THIS WILL ALLOW FUNDING FOR MAJOR SHELTER REPAIRS.**
- **REVENUE FUND DECLINE FROM THE PANDEMIC. EFFORTS HAVE BEEN PUT IN PLACE TO HELP REGAIN LOSS REVENUE.**



OUR SERVICES

IN ADDITION TO OUR NATIONALLY
RECOGNIZED PROGRAMMING HERE
IS A GLIMPSE OF THE SERVICES WE
PROVIDE THE CITIZENS IN
YOUR COMMUNITY.



- After hours on-call emergency
- Holidays, Nights, & Weekends Field Service
- Emergency/Disaster Response & Equipment
- Ability to handle cases with:
 - large #s of animals
 - livestock
 - exotics
- Online Licensing & Pictures
- Enrichment (Agility/Training)
- Adoption Counseling & Follow-Up
- On-Site fully staffed operational Veterinary Clinic
- Lawful Ability to:
 - Provide Surgeries/Misc. Clinic Services
 - Administer Vaccines to Owned Pets
 - Prescribe Medicine
- Outreach Programs with dedicated staff:
- Injured Animal Fund
- National leader in no-kill sheltering
- Large social media engagement & community support



Over 51,000
followers

Salt Lake County Council of Governments

AN ASSOCIATION OF LOCAL GOVERNMENTS IN SALT LAKE COUNTY, UTAH

November 16, 2023

Aimee Winder Newton,
Chair, Salt Lake County Council
2001 South State Street Suite N2-200
Salt Lake City, Utah 84114

Re: Salt Lake County Corridor Preservation Fund

Dear Chair Winder Newton:

At the November 16th, 2023, meeting of the Salt Lake County Council of Governments (COG), the following corridor preservation projects were considered and approved:

Bluffdale:

\$559,500.00

15200 S. Pony Express Road

Herriman:

\$1,519,500.00

7300 W. Between 12600 S. & Herriman Main Street

Holladay:

\$64,000.00

4504 S. Holladay Cir.

South Jordan:

\$1,000,000.00

5600 W. Between South Jordan Parkway & Old Bingham Hwy

Total Funding Approved: \$3,143,000

Once each municipality has completed the real estate transaction and a fully signed Settlement Statement is sent to the County's Regional Planning and Transportation department indicating the amount of the requested reimbursement along with other necessary documentation, an Interlocal Cooperation Agreement will be presented to the County Council seeking approval for the distribution of funds from the Salt Lake County Corridor Preservation Fund for specific cities. From there, notice of such approval will be forwarded to Salt Lake County Mayor Jenny Wilson for disbursal of funds.

Sincerely,



Dan Dugan
Councilmember, Salt Lake City
Chair, Salt Lake County Council of Governments

ATTACHMENT B

Interlocal Cooperation Agreement Between Salt Lake County and Holladay City
Highland Drive Corridor Preservation at 4504 South

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

HOLLADAY CITY

Highland Drive Corridor Preservation at 4504 South

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

RECITALS:

A. The County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Utah Code § 11-13-215 authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2015 General Session, the State Legislature amended Section 72-2-117.5 of the Utah Transportation Code, UTAH CODE §§ 72-1-101 to -16-402, to provide corridor preservation funds to local counties for disbursement to various cities and governmental entities, as recommended and endorsed by a council of governments (hereinafter “Corridor Preservation Funds”).

C. By a letter dated November 16, 2023 the Salt Lake County Council of Governments (COG), an association of local governments in Salt Lake County, requested that the County Council approve its recommended distribution to the City from the Salt Lake County Corridor Preservation Fund to enable the City to acquire property located at 4504 South Holladay Circle, Holladay, Utah, which is needed for a future road construction project.

D. The County and the City now desire to enter into this Agreement providing for the transfer of Sixty-Four Thousand Dollars (\$64,000) of Corridor Preservation Funds to the City to be used by the City as provided in this Agreement and in accordance with Utah Code § 72-2-117.5.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged,

the Parties represent and agree as follows:

ARTICLE 1 -DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

1.1. County Transportation Funds. The County shall allocate and disburse Sixty-Four Thousand Dollars (\$64,000) of Corridor Preservation Funds to the City from the Salt Lake County Corridor Preservation Fund, all on the terms and subject to the conditions of this Agreement.

1.2. City. The City shall use the Corridor Preservation Funds allocated and disbursed to it under this Agreement: a) for the purpose of acquiring property needed for the transportation project considered and approved by the Council of Governments on November 16, 2023, located at approximately 4504 South Holladay Circle, Holladay, Utah; and b) in accordance with Utah Code § 72-2-117.5 and all other applicable federal, state and local laws, rules and regulations.

ARTICLE 2 – COVENANTS AND AGREEMENTS

2.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the “Immunity Act”). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of: i) the City’s breach of this Agreement; ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or iii) any improper use of the Corridor Preservation Funds. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City’s indemnification obligations in this Section 2.1 will survive the expiration or termination of this Agreement.

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

2.3. Assignment and Transfer of Corridor Preservation Funds. The City shall not

assign or transfer its obligations under this Agreement nor its rights to the Corridor Preservation Funds under this Agreement without prior written consent from the County. The City shall use the Corridor Preservation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 3 –DEFAULTS AND REMEDIES

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

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

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

- (a) Withhold disbursement of Corridor Preservation Funds to the City; and/or
- (b) Reduce the amount of any future disbursement of Corridor Preservation Funds to the City by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

ARTICLE 4 – MISCELLANEOUS

4.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.
- (c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.

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

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

4.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively; b) the execution of this Agreement by a duly authorized official of each of the Parties; c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Utah Code § 11-13-202.5, and the approval of each respective attorney; and d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon the earlier of: y) the date the Parties have performed all of the material obligations described herein; or z) three (3) years from the date the Agreement is executed by both Parties. The Parties intend that the distribution described herein will be made promptly following execution of this Agreement and that the City will expend such distribution for the purposes stated in this Agreement promptly following receipt.

4.3. Non-Funding Clause.

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

(b) If Corridor Preservation Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify

the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which Corridor Preservation Funds were last appropriated for contribution to the City under this Agreement.

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

4.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received: a) upon personal delivery or actual receipt thereof; or b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed to the Parties at their respective addresses.

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

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

4.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing.

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

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

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

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

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

4.14. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

4.15. 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Digitally signed by Lisa
Hartman
Date: 2024.03.27
12:22:39 -06'00'

Lisa Hartman
Mayor or Designee
Date: _____

Recommended for Approval:

By: *Helen Peters*
Department Director
Date: Mar 14, 2024

Reviewed as to Form:
AM Adam Miller
2024.03.14 11:03:05 -06'00'

Deputy District Attorney

HOLLADAY CITY:

By: _____
Name: _____
Title: _____
Date: _____

Attest:

City Recorder
Date: _____

Approved as to Form:
By: *[Signature]*
City Attorney
Date: _____

CITY OF HOLLADAY

ORDINANCE NO. 2024-

**AN ORDINANCE OF THE CITY OF HOLLADAY AMENDING SECTION 13.62.110 OF
TITLE 13 OF THE CITY OF HOLLADAY MUNICIPAL CODE RELATING TO BUILDING
HEIGHTS IN THE C-2 ZONE**

WHEREAS, the City has received a petition from a property owner requesting that the City amend Section 13.62.110 of the City of Holladay Municipal Code relating to building heights in the C-2 Zone; and

WHEREAS, the Community Development Department has proposed an amendment to allow for increased height while maintaining the maximum stories provision; and

WHEREAS, the Planning Commission has reviewed the proposed revision, has held a public hearing and has recommended adoption of the amendment to Title 13; and

WHEREAS, the City Council has held a public hearing and now desires to adopt the proposed amendment;

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

Section 1. Amendment. Section 13.62.110 of the City of Holladay Municipal Code is hereby amended to read in its entirety as follows:

13.62.110: BUILDING HEIGHT:

No building or structure in the C-2 zone shall contain more than three (3) stories, or exceed forty feet (40') in height, and no dwelling structure shall contain less than one story. In the C-2 zone, firewalls, skylights, clock or bell towers, steeples, flagpoles, chimneys, and wireless telecommunication masts may be erected above the height limit prescribed in this title. However, no space above the height limit shall be allowed for the purpose of providing additional floor space.

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

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

PASSED AND APPROVED this ___ day of May, 2024.

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	___
Emily Gray	Yea	___	Nay	___
Robert Dahle	Yea	___	Nay	___

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this day of May, 2024.

RECORDED this day of May, 2024.

CITY OF HOLLADAY

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING CERTAIN INDIVIDUALS TO MAKE CHANGES TO THE CITY’S PTIF FUND ACCOUNT.

WHEREAS, the City Council of the City of Holladay has determined that it will aid the efficient fiscal operations of the City for the City to designate those individuals who shall have access to and the ability to alter authorizations of the City’s PTIF account, and

WHEREAS, in the interest of fiscal integrity and sound financial practices, the City Council now desires to make the required authorizations;

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

Section 1. Adoption. The City Council of Holladay authorizes the City Manager, Finance Director, and Treasurer to access the City's PTIF account for administrative purposes. Furthermore, the City Manager is authorized to provide the State Treasurer's Office with a Certification of Authorized Individuals, which includes the names and positions of the aforementioned officials.

Section 2. Severability. If any section, part, or provision of this Resolution is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any other portion of this Resolution. All sections, parts, and provisions of this Resolution shall remain in effect regardless of the invalidity or unenforceability of any specific section, part, or provision.

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

PASSED AND APPROVED this 16th day of May 2024.

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 ___
Emily Gray	Yea ___	Nay ___
Robert Dahle	Yea ___	Nay ___



Office of the State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, Gina Chamness (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of The City of Holladay (Name of Legal Entity). Please list at least two individuals. Each individual must have a unique email.

Table with 4 columns: Name, Title, Email, Signature(s). Rows include Gina Chamness (City Manager), Christian Larsen (Finance Director), and Holly Smith (Assistant City Manager).

The authority of the named individuals to act on behalf of The City of Holladay (Name of Legal Entity) shall remain in full force and effect until written revocation from The City of Holladay (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, City Manager (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the ___ day of ___, 20___, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Table with 4 columns: Signature, Date, Printed Name, Title. Row 1: Gina Chamness, City Manager.

STATE OF UTAH)
COUNTY OF _____) §

Subscribed and sworn to me on this ___ day of ___, 20___, by Gina Chamness (Name), as City Manager (Title) of The City of Holladay (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature _____

CITY OF HOLLADAY

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING AN AGREEMENT WITH EAST SIDE LOUNGE, LLC, COTTON BOTTOM PROPERTIES, LLC, AND COTTON BOTTOM RESTAURANT, LLC, RELATING TO PROPERTY COMMONLY KNOWN AS THE COTTON BOTTOM INN

WHEREAS, on the 14th day of November, 2019, the City and BARX entered into that certain Real Estate Purchase and Sale Agreement (“REPSA”) providing for the sale of property commonly known as the Cotton Bottom Inn, including the parcel of land, building structures and improvements, and the restaurant located thereon as defined the REPSA (hereinafter referred to as the “Property”) from the City to BARX, which agreement included certain addenda relating to the sale and eventual development of the property by BARX; and

WHEREAS, after the Execution of the REPSA, Cotton Bottom, LLC, acquired all right, title, and interest to the REPSA, and the Addenda thereto, from BARX and now legally holds all right, title and interest to the Property; and

WHEREAS, pursuant to Addenda Number 5, Cotton Bottom, LLC, agreed to submit a final site plan by December 31, 2024, for City approval. Should Cotton Bottom, LLC, fail to submit a final site plan or fail to complete any reconstruction and/or modification of the Real Property, the City has the right to repurchase the Property, including the Real Property and the Business operating on the Property at fair market value minus \$200,000; and

WHEREAS, BARX and Cotton Bottom, LLC, have requested that the City release all encumbrances, duties, obligations, or requirements set forth in the REPSA or any addenda thereto in exchange for the conveyance of certain property from Cotton Bottom, LLC, to the City, and for other consideration as set forth in this Agreement, the City is willing to provide such a release; and

WHEREAS, the parties now desire to enter this Agreement to provide for the conveyance of a certain real property from Cotton Bottom, LLC to the City, for the full and complete release of all encumbrances, duties, obligations, or requirements set forth in the REPSA or any addenda thereto by the City, and for the further development of the land by the City as set forth herein.

WHEREAS, the City, East Side Lounge, LLC, Cotton Bottom Properties, LLC, and Cotton Bottom Restaurant, LLC, desire to enter into that certain Agreement, attached hereto as Exhibit A and incorporated herein by reference, to provide for the conveyance of a certain real property from Cotton Bottom, LLC, to the City, for the full and complete release of all encumbrances, duties, obligations, or requirements set forth in the REPSA or any addenda thereto by the City, and for the further development of the land by the City as set forth therein;

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 Agreement with East Side Lounge, LLC, Cotton Bottom Properties, LLC, and Cotton Bottom Restaurant, LLC, 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.

PASSED AND APPROVED this ___ day of May, 2024.

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 ___
Emily Gray	Yea	Nay ___
Robert Dahle	Yea	Nay ___

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ___ day of May, 2024.

RECORDED this ___ day of May, 2024.

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of the ____ day of April, 2024 (“Effective Date”) by and between **THE CITY OF HOLLADAY**, hereinafter referred to as the “CITY,” and **EAST SIDE LOUNGE, LLC**, a Utah limited liability company, hereinafter referred to as “BARX”, **COTTON BOTTOM PROPERTIES, LLC**, a Utah limited liability company, and **COTTON BOTTOM RESTAURANT, LLC** (hereinafter referred to as the “Business”)(COTTON BOTTOM PROPERTIES, LLC, and COTTON BOTTOM RESTAURANT, LLC hereinafter referred to collectively as “CB”).

RECITALS

A. On the 14th day of November, 2019, the City and BARX entered into that certain Real Estate Purchase and Sale Agreement (“REPSA”) providing for the sale of property commonly known as the Cotton Bottom Inn, including the parcel of land, building structures and improvements, and the restaurant located thereon as defined the REPSA (hereinafter referred to as the “Property”) from the CITY to BARX, which agreement included certain addenda relating to the sale and eventual development of the property by BARX.

B. Subsequent to the Execution of the REPSA, CB acquired all right, title, and interest to the REPSA, and the Addenda thereto, from BARX and now legally holds all right, title and interest to the Property.

C. Pursuant to Addenda Number 5, CB agreed to submit a final site plan by December 31, 2024, for CITY approval. Should CB fail to submit a final site plan or fail to complete any reconstruction and/or modification of the Real Property, the City has the right to repurchase the Property, including the Real Property and the Business operating on the Property at fair market value minus \$200,000. .

D. BARX and CB have requested that the City release all encumbrances, duties, obligations, or requirements set forth in the REPSA or any addenda thereto in exchange for the conveyance of certain property from CB to the City, and for other consideration as set forth in this Agreement, the City is willing to provide such a release.

E. The parties now desire to enter this Agreement to provide for the conveyance of a certain real property from CB to the City, for the full and complete release of all encumbrances, duties, obligations, or requirements set forth in the REPSA or any addenda thereto by the City, and for the further development of the land by the City as set forth herein.

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

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

2. **Conveyance of Property.** CB hereby agrees to convey to the City that certain real property more particularly described in Exhibit A, attached hereto, and incorporated herein by reference (the “Parcel”). The Parcel shall be improved at the sole expense of the City. To the extent the City’s use or improvement of the Parcel disturbs or damages the CB Property, the City shall restore and repair the CB Property to as near its original condition as is reasonably possible. The City agrees that it will undertake all necessary land use approvals to permit the conveyance of the Parcel from CB to the City. The parties will share equally in any costs of closing associated with the conveyance. CB shall convey the Parcel free and clear of any liens and encumbrances, with good and marketable title and by a special warranty deed acceptable in form to the City. The closing of the conveyance of the Parcel shall be completed within 90 days of the date of this Agreement, unless mutually extended by the parties.

3. **Release of Repurchase Option.** In exchange for the conveyance of the Parcel set forth in paragraph 2, above, and for the further consideration set forth in this Agreement, the City hereby fully and completely releases BARX and CB from any and all encumbrances, duties, obligations, or requirements set forth in the REPSA or any addenda thereto, including but not limited to that certain repurchase option set forth in Addenda Number 5 to the Real Estate Purchase and Sale Agreement, which Addenda is attached hereto as Exhibit B and incorporated herein by reference. Upon execution of this Agreement and satisfaction of each of the Contingencies set forth in Section 6 of this Agreement, the terms and conditions of Addenda 5 shall be of no further force and effect.

4. **License Agreement and Permission to Use.** The City owns certain property that extends along the north side of the Real Property and adjacent 6200 South to the intersection with Holladay Blvd. (the “Licensed Property”). In further consideration of the promises made by CB in this Agreement, the City hereby grants to CB a perpetual royalty and license free license and lease to use the Licensed Property identified in Exhibit C, attached hereto and incorporated herein by reference for use by the Business as a patio area for seating and other amenities for customers of the business (the “Permitted Uses”). The City agrees that the license and lease to use the Licensed Property for the Permitted Uses shall only be revoked by the City in the event it becomes necessary for the protection of public safety and welfare to utilize the property for public right of way purposes, provided that the city has exhausted all other reasonable options for such public right of way without revoking the license and lease. In the event that such revocation ultimately becomes necessary, the City shall only revoke the license and lease to the portion of the Licensed Property as is necessary to provide such public right of way.

5. **Further Improvements.** In exchange for the promises of the City as set forth herein, CB agrees to reimburse the City in an amount not to exceed of sixty thousand dollars (\$60,000) for the purchase and installation of two street lamps (matching those at nearby Knudsen Park) along Holladay Blvd and adjacent to the East side of the Real Property, the final location of which shall be mutually agreed upon between the City and CB.

6. **Contingencies.** This Agreement and the parties’ obligations hereunder are contingent on the following:

- a. formal approval of the terms of this Agreement by the City Council of the City of Holladay; and

- b. full and recorded conveyance of the Parcel from CB to the City
- c. mutual agreement between the City and CB on the location of the property line formed between the Parcel and the remaining portion of the Real Property, which property line shall be subject to a survey to be conducted and mutually agreed upon prior to the closing on the Parcel.

6. **Notices.** Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows:

The City: City of Holladay
 Attn: City Manager
 4583 South 2300 East
 Holladay, Utah 84117

CB: c/o Jeff Barnard

The City or CB may change their address by notice given to the other party as required above.

7. **Successors and Assigns.** This Agreement shall bind an inure to the benefit of each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

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

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

10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement. Facsimile transmission of any signed original document, and the retransmission of any signed facsimile shall be the same as delivery of an original.

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

FOR EAST SIDE LOUNGE, LLC

By: _____
Jeff Barnard, Managing Member

FOR COTTON BOTTOM PROPERTIES, LLC

By: _____
Jeff Barnard, Managing Member

FOR COTTON BOTTOM RESTAURANT, LLC

By: _____
Jeff Barnard, Managing Member

FOR THE CITY OF HOLLADAY

By: _____
Robert Dahle, Mayor

Attest: _____
Stephanie Carlson, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On the _____ day of April, 2024, personally appeared before me Robert Dahle, who being duly sworn, did say that he is the Mayor of the **CITY OF HOLLADAY**, a municipal corporation

CITY OF HOLLADAY

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING
A LICENSE AND ENCROACHMENT AGREEMENT WITH COTTON BOTTOM
PROPERTIES, LLC**

WHEREAS, Cotton Bottom, LLC is the owner of the Project commonly known as “Cotton Bottom Inn” including real property which is located generally at the intersection of Holladay Boulevard and 6200 South Street; and

WHEREAS, Cotton Bottom desires to occupy and improve City-owned property located adjacent to the Cotton Bottom Inn and the public right of way; and

WHEREAS, the City is willing to permit Cotton Bottom to occupy and improve the property subject to the terms of a License and Encroachment Agreement; and

WHEREAS, the City and Cotton Bottom, LLC, desire to enter into that certain License and Encroachment Agreement, attached hereto as Exhibit A and incorporated herein by reference, to govern the occupation and improvement of the property in accordance with the understanding of the parties;

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 License and Encroachment 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.

PASSED AND APPROVED this ____ day of May, 2024.

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 ____
Emily Gray	Yea	Nay ____
Robert Dahle	Yea	Nay ____

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ____ day of May, 2024.

RECORDED this ____ day of May, 2024.

WHEN RECORDED MAIL TO:

Cotton Botton Properties, LLC
Attn. Jeff Barnard

LICENSE AND ENCROACHMENT AGREEMENT

This License Agreement (this “**Agreement**”) is made this May __, 2024 (the “**Effective Date**”) by and between the City of Holladay (the “**City**”), and Cotton Bottom Properties, LLC, a Utah limited liability company (“**CB**”).

RECITALS

A. CB is the owner of the Project commonly known as “Cotton Bottom Inn” including real property shown on **Exhibit A** attached hereto and incorporated herein by reference, (the “**Project**”), which is located generally at the intersection of Holladay Boulevard and 6200 South Street.

B. CB desires to occupy and improve City-owned property located adjacent to the Cotton Bottom Inn and the public right of way, which property is shown on **Exhibit B**, (the “**Property**”). The City is willing to permit CB to occupy and improve the Property subject to the terms of this Agreement. CB has previously made certain improvements on and to the Property (the “**Improvements**”) that the City has deemed acceptable provided such Improvements remain in their current general design and configuration and remain in a reasonable and safe condition

DECLARATION

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

1. **Recitals**. The above recitals are incorporated herein.
2. **License Granted**. The City hereby grants for the benefit of the Cotton Bottom Inn and CB, a license for: (i) the maintenance of current CB Improvements and the construction and placement of future CB Improvements (the “**Improvements**”) as allowed in accordance with the provisions of this Agreement; and (ii) the owner, owner’s agents, employees, contractors, guests and invitees, to have ingress and egress over and upon the Property, including for the replacement and repair of Improvements upon the Property.
3. **Maintenance of Improvements**. CB shall maintain the Property and the Improvements in a clean, neat, and orderly condition.
4. **Agreement Relating to Duration of Improvements**. The City hereby agrees that current Improvements on the Property shall be allowed to remain on the Property so long as such

Improvements remain in their current general design and configuration and remain in a reasonably good and safe condition. Future Improvements shall be allowed to be made on or to the Property so long as CB continues to own and operate the Cotton Bottom Inn on the adjacent property. CB shall obtain City approval before making any future Improvements on or to the Property that go beyond the general design and configuration of Improvements currently on the Property. The Parties hereby agree that only in the event of revocation of the license and lease for CB to use all or a portion of the Property as provided in paragraph 4 of the Agreement dated May ____, 2024, between the Parties, the entirety of which is incorporated herein, the City shall have the right to require removal of any Improvements on the Property effected by such revocation, which removal shall be at CB's sole expense. A requirement to remove the Improvements on the Property shall not give rise to any claim for compensation for CB or any related person or entity. CB shall have not less than 60 days to remove the Improvements if required by the City.

5. **Indemnification**. CB agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against all claims, mechanics liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorneys' fees, arising directly out of CB's use of the Property, the construction and maintenance of the Improvements, or any activities conducted thereon by CB, its agents, employees, invitees or trespassers.

6. **Binding Effect**. All provisions of this Agreement, including the benefits and burdens, are binding upon and shall inure to the benefit of the successors and assigns of the City and CB.

7. **Remedies**. In the event of any violations or threatened violation by either party of any of the terms, restrictions, covenants and conditions of this Agreement, the other party shall have, in addition to the right to damages, the right to enjoin such violation or threatened violation in any court of competent jurisdiction. In addition, the City shall have the right to terminate this Agreement and to remove or require removal of the Improvements if CB fails to cure any condition of default within sixty (60) days of notice from the City. All costs incurred by the City in removing the Improvements shall be a charge and a lien against the Project.

8. **Amendment**. This Agreement may not be amended or modified except with the consent of the owners and only by written instrument, duly executed and acknowledged by the parties.

9. **Severability**. If any term or provision or conditions contained in the Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

(Signatures Follow)

The City and CB are signing this Agreement as of the Effective Date.

ATTEST:

CITY OF HOLLADAY
a Utah municipal corporation

By: _____
Stephanie Carlson, City Recorder

By: _____
Robert Dahle, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

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

On the ___ day of May, 2024, Robert Dahle, the Mayor of the City of Holladay, personally appeared before me and duly acknowledged to me that he/she executed the same on behalf of the City.

Notary Public

My commission expires:

Residing at:

COTTON BOTTOM PROPERTIES, LLC.
a Utah limited liability company

By: _____
Jeff Barnard, Managing Member

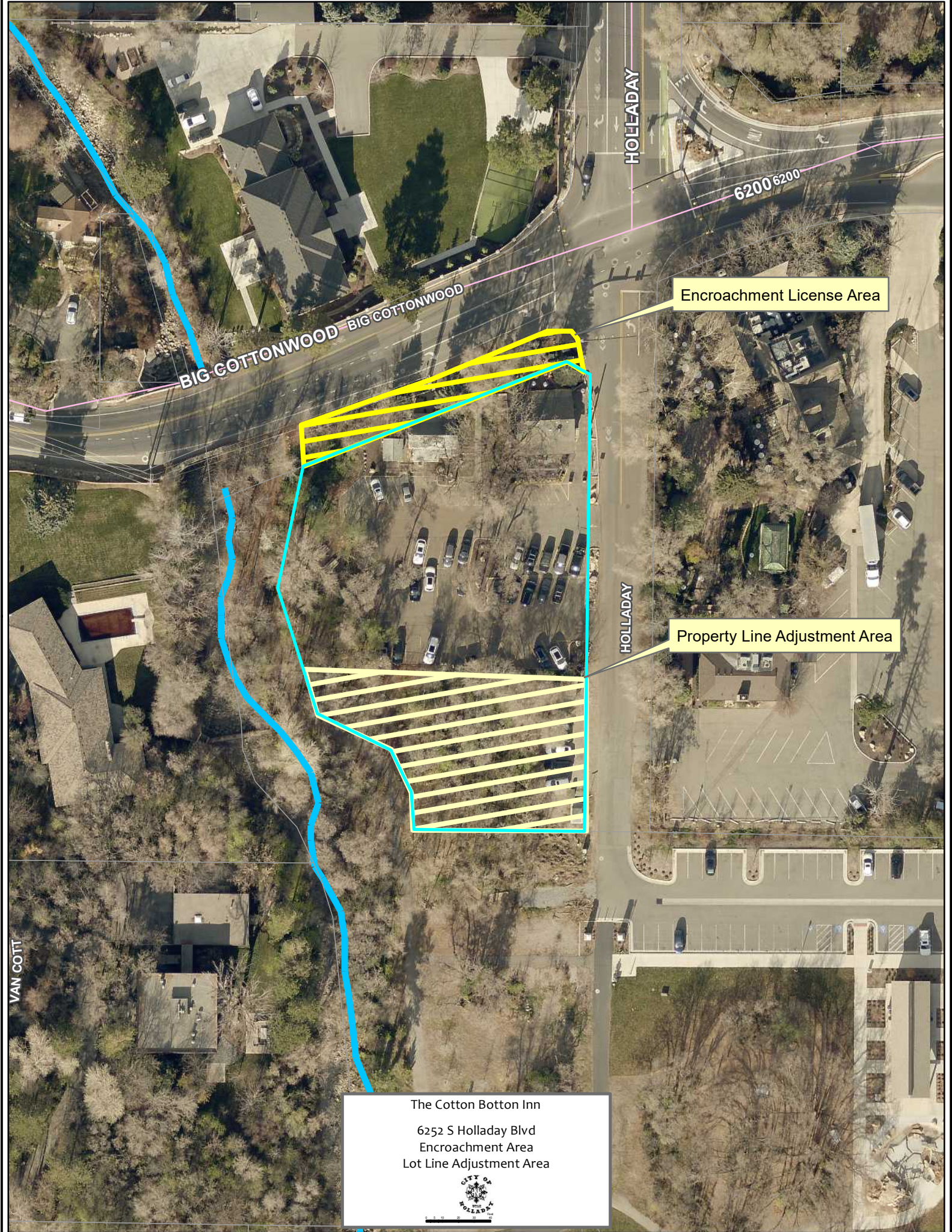
STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this ___ day of May, 2024 by Jeff Barnard as Managing Member of Cotton Botton Properties, LLC, and that he signed the foregoing Agreement in behalf of said entity, with proper authority, and duly acknowledged to me that he executed the same.

Notary Public

EXHIBIT A
Legal Description

EXHIBIT B
Encroachment Improvement Drawings



BIG COTTONWOOD
BIG COTTONWOOD

HOLLADAY

6200 6200

Encroachment License Area

HOLLADAY

Property Line Adjustment Area

VAN COTT

The Cotton Bottom Inn
6252 S Holladay Blvd
Encroachment Area
Lot Line Adjustment Area





City of Holladay Budget

FY24/25



Key FY24/25 Budget Impacts

DESCRIPTION	DEMAND ON MEMBER FEE	% INCREASE (DECREASE)
Increased Ambulance Revenue	(\$900,000)	-1.34%
URS Rate Decrease	(\$405,000)	-0.60%
Stress Test Cuts	(\$249,553)	-0.30%
Increased Interest Income	(\$200,000)	-0.30%
Technology Transition	(\$129,094)	-0.17%
COLA: 3% for All Employees	\$1,873,200	2.79%
Market Adjustments for Sworn and Civilian	\$1,482,398	2.21%
Health Insurance: 5.37% renewal rate	\$281,228	0.42%
New Ambulance: Starting January 2025 (8 FTE's)	\$350,890	0.52%
Mechanic: Offset by reducing vendor repairs	\$54,003	0.08%
Operations Administrative Assistant: Offset by reducing overtime	\$15,582	0.02%
Behavioral Health External Clinicians	\$105,000	0.16%
Part-time Behavioral Health Program Manager	\$29,737	0.04%
Backfill for 2nd Recruit Academy	\$149,912	0.22%
Non-personnel Costs for 2nd Recruit Academy	\$50,000	0.07%
Capital Fund Transfer: To prepare for 25/26 lease	\$300,000	0.45%
Liability Insurance Increases	\$165,000	0.25%
Fuels Crew	\$55,003	0.08%
Fire Training Facility Feasibility Study	\$41,500	0.06%

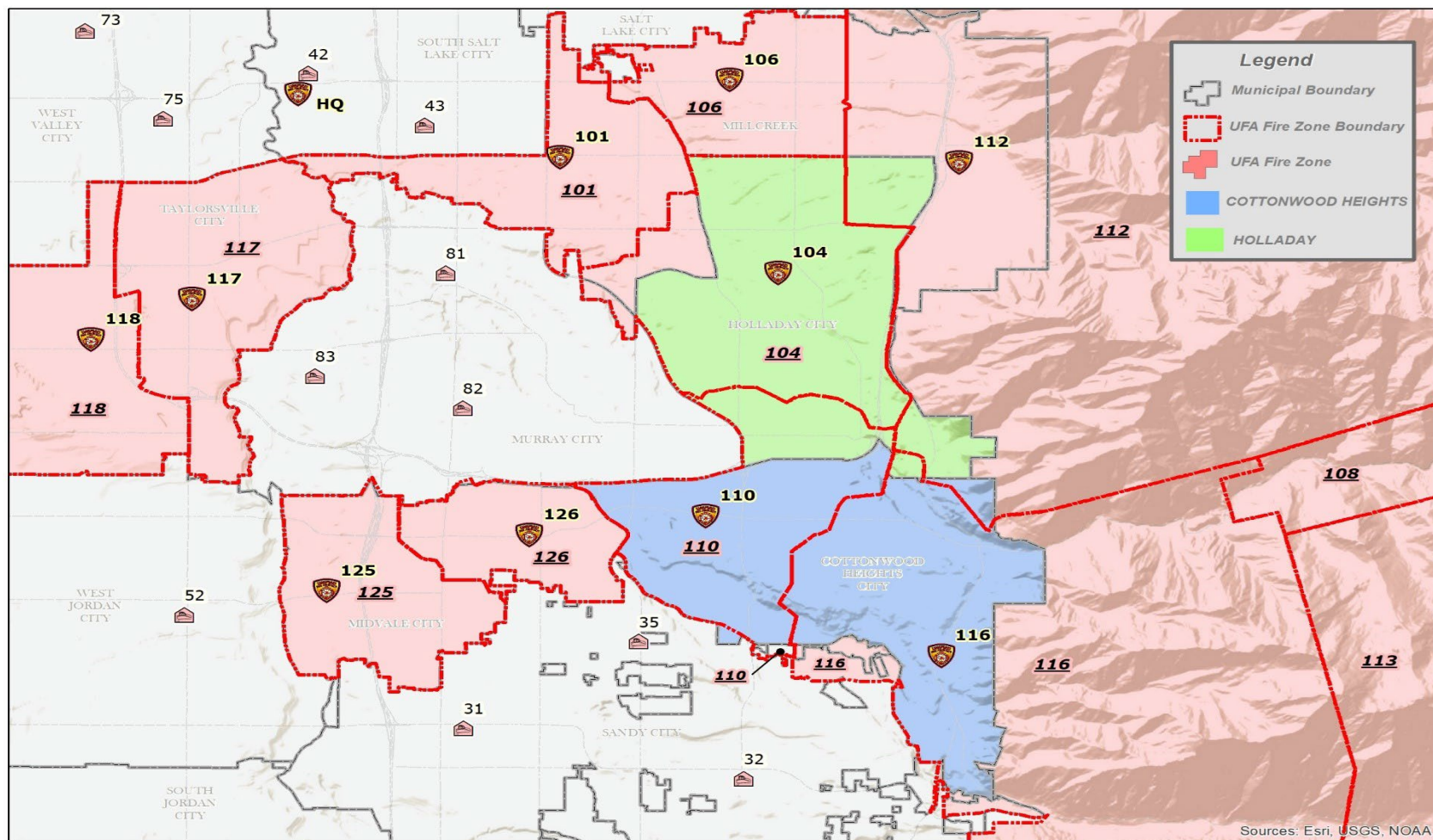


Service Demand Proportioning –City of Holladay (4 Stations)

STATION - MEMBER	SERVICE DEMAND (2021-2023)		SERVICE DEMAND (2020-2022)		Percentage Difference
	INCIDENTS	PERCENTAGE	INCIDENTS	PERCENTAGE	
104 - Holladay	4,844	68.35%	4,589	68.23%	0.12%
104 - UFSA	2,243	31.65%	2,137	31.77%	-0.12%
TOTAL	7,087	100%	6,726	100%	
110 - Cottonwood Heights	4,412	86.63%	4,233	87.03%	-0.40%
110 - Holladay	658	12.92%	611	12.56%	0.36%
110 - UFSA	23	0.45%	20	0.41%	0.04%
TOTAL	5,093	100%	4,864	100%	
112 - UFSA	3,266	84.24%	3,175	84.94%	-0.70%
112 - Holladay	606	15.63%	556	14.87%	0.76%
112 - Cottonwood Heights	5	0.13%	7	0.19%	-0.06%
TOTAL	3,877	100%	3,738	100%	
116 - Cottonwood Heights	2,387	83.08%	2,410	82.93%	0.15%
116 - UFSA	310	10.79%	317	10.91%	-0.12%
116 - Holladay	176	6.13%	179	6.16%	-0.03%
TOTAL	2,873	100%	2,906	100%	



Service Demand Proportioning –City of Holladay (4 Stations)





UFA Member Fee – FY24/25

The overall average increase to each of UFA five members is 5.50%.

	COTTONWOOD HEIGHTS	HOLLADAY	HERRIMAN	RIVERTON	UFA	TOTAL
Number of stations with "first due"	3.00	4.00	3.00	3.00	21.00	
Proportional # of stations	1.70	1.03	1.84	2.10	17.33	24.00
Percent of total member fee	6.69%	4.33%	7.81%	8.93%	72.23%	100.00%
Member Fee for FY24/25	\$4,742,016	\$3,071,616	\$5,533,776	\$6,328,955	\$51,182,064	\$70,858,426
Percent Increase from FY23/24	5.44%	6.74%	5.15%	5.96%	5.41%	5.50%
Cost Increase from FY23/24	\$244,448	\$194,037	\$270,877	\$355,894	\$2,628,786	\$3,694,041



UFA Member Fee – FY24/25

STATION	STAFFING	REGIONAL COSTS			TOTAL COST	UFSA		COTTONWOOD HEIGHTS		HOLLADAY		HERRIMAN		RIVERTON	
	ENGINES/TRUCKS	SERVICE DELIVERY	SUPPORT	CAPITAL FUND TRANSFER		FY23/24 %	AMOUNT	FY23/24 %	AMOUNT	FY23/24 %	AMOUNT	FY23/24 %	AMOUNT	FY23/24 %	AMOUNT
101	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0		
102	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0		
103	1,952,050	409,894	567,207	178,308	3,107,459	5.56%	172,775	0	0	0	0	94.44%	2,934,684	0	0
104	1,952,050	409,894	567,207	178,308	3,107,459	31.65%	983,511	0	0	68.35%	2,123,948	0	0	0	0
106	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
108	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
109	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
110	1,952,050	409,894	567,207	178,308	3,107,459	0.45%	13,984	86.63%	2,691,992	12.92%	401,484	0	0	0	0
111	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
112	1,952,050	409,894	567,207	178,308	3,107,459	84.24%	2,617,723	0.13%	4,040	15.63%	485,696	0	0	0	0
113	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
115	1,496,992	409,894	567,207	178,308	2,652,400	100.00%	2,652,400	0	0	0	0	0	0	0	0
116	1,496,992	409,894	567,207	178,308	2,652,400	10.79%	286,194	83.08%	2,203,614	6.13%	162,592	0	0	0	0
117A	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
117B	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
118	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
119	1,496,992	409,894	567,207	178,308	2,652,400	100.00%	2,652,400	0	0	0	0	0	0	0	0
121	1,952,050	409,894	567,207	178,308	3,107,459	0.00%	0	0	0	0	0	6.43%	199,810	93.57%	2,907,649
123	1,952,050	409,894	567,207	178,308	3,107,459	0.00%	0	0	0	0	0	83.13%	2,583,230	16.87%	524,228
124	1,952,050	409,894	567,207	178,308	3,107,459	0.00%	0	0	0	0	0	0	0	100.00%	3,107,459
125	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
126	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
251	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
252	1,952,050	409,894	567,207	178,308	3,107,459	100.00%	3,107,459	0	0	0	0	0	0	0	0
TOTAL:	45,484,032	9,837,449	13,612,969	4,279,385	73,213,835										
							UFSA		COTTONWOOD HEIGHTS		HOLLADAY		HERRIMAN		RIVERTON
	Total Number of Fire Stations with a First Due area serving Member						21		3		4		3		3
	Proportional number of stations member is financially responsible for						24		1.70		1.03		1.84		2.10
	Member Fee before credit					\$73,213,835	\$52,883,410		\$4,899,646		\$3,173,720		\$5,717,724		\$6,539,336
	Percent of total Member Fee					100.00%	72.23%		6.69%		4.33%		7.81%		8.93%
	Fund Balance Credit (Under expend from previous FY)					\$2,355,409	\$1,701,346		\$157,630		\$102,104		\$183,949		\$210,381
	FY24/25 Member fee with credit					70,858,426	\$51,182,064		\$4,742,016		\$3,071,616		\$5,533,776		\$6,328,955
	FY23/24 Member Fee					67,164,385	48,553,278		4,497,568		2,877,579		5,262,899		5,973,061
	Increase (decrease) from current fee					3,694,041	2,628,786		244,448		194,037		270,877		355,894
	Percentage adjustment from FY23/24					5.50%	5.41%		5.44%		6.74%		5.15%		5.96%



UFA Member Fee – FY24/25

	EXPENDITURES	REVENUE	MEMBER FEE	UFA	C. HEIGHTS	HOLLADAY	HERRIMAN	RIVERTON
			100%	72.23%	6.69%	4.33%	7.81%	8.93%
Operations	\$59,895,463	\$14,064,719	\$45,830,744	\$33,104,208	\$3,067,103	\$1,986,700	\$3,579,208	\$4,093,525
Special Operations	\$184,951	\$0	\$184,951	\$133,593	\$12,377	\$8,017	\$14,444	\$16,520
Camp Williams	\$732,097	\$732,097	\$0	\$0	\$0	\$0	\$0	\$0
Fire Prevention	\$1,866,947	\$308,300	\$1,558,647	\$1,125,833	\$104,308	\$67,565	\$121,724	\$139,216
Fire Training	\$1,402,250	\$0	\$1,402,250	\$1,012,865	\$93,842	\$60,786	\$109,510	\$125,247
EMS	\$1,513,091	\$48,600	\$1,464,491	\$1,057,823	\$98,007	\$63,484	\$114,371	\$130,806
Special Enforcement	\$1,209,826	\$38,351	\$1,171,475	\$846,173	\$78,398	\$50,782	\$91,488	\$104,634
USAR	\$869,355	\$869,355	\$0	\$0	\$0	\$0	\$0	\$0
Wildland	\$3,444,179	\$3,021,179	\$423,000	\$305,539	\$28,308	\$18,336	\$33,035	\$37,782
Emergency Mgmt	\$2,999,237	\$3,161,695	(\$162,458)	(\$117,346)	(\$10,872)	(\$7,042)	(\$12,687)	(\$14,510)
Administration	\$3,858,730	\$318,391	\$3,540,339	\$2,557,238	\$236,928	\$153,469	\$276,487	\$316,217
Finance	\$3,019,452	\$1,924,923	\$1,094,529	\$790,594	\$73,249	\$47,446	\$85,479	\$97,761
Information Outreach	\$1,051,981	\$11,560	\$1,040,421	\$751,511	\$69,627	\$45,101	\$81,253	\$92,929
Human Resources	\$1,275,934	\$0	\$1,275,934	\$921,626	\$85,389	\$55,310	\$99,646	\$113,964
Logistics	\$6,638,817	\$411,217	\$6,227,600	\$4,498,285	\$416,766	\$269,958	\$486,352	\$556,239
Information Technology	\$3,882,527	\$0	\$3,882,527	\$2,804,405	\$259,828	\$168,302	\$303,211	\$346,781
Capital Fund	\$4,279,385	\$0	\$4,279,385	\$3,091,062	\$286,387	\$185,505	\$334,204	\$382,227
TOTAL COST	\$98,124,222	\$24,910,387	\$73,213,835	\$52,883,410	\$4,899,645	\$3,173,720	\$5,717,724	\$6,539,336
Less Excess Fund Balance			\$2,355,409	\$1,701,346	\$157,630	\$102,104	\$183,949	\$210,381
TOTAL MEMBER FEE			\$70,858,426	\$51,182,064	\$4,742,016	\$3,071,616	\$5,533,776	\$6,328,955



UFA Capital Replacement Plan – FY24/25 Cash Purchases

EQUIPMENT	COST
Fire Training Prop Repair/Replacement	\$300,000
Fleet Mechanic Vehicle	\$162,000
Firewall - 3-year License	\$147,839
Station Alerting 101/104/106/123/124	\$147,393
Turnouts - Clean for Dirty Exchange Program X30	\$135,150
Control Substance Safes	\$131,800
Vehicle Column Lifts X4	\$63,640
Zoll Lead Cables	\$44,105
Network Devices X8	\$31,200
Servers X3	\$30,000
Storage Devices X3	\$30,000
Zoll Bags	\$19,230
ECC Upstairs Switch	\$15,000
APC Uninterruptable Power Sources for Stations	\$14,000
TOTAL	\$1,271,357



UFA Capital Replacement Plan

GENERAL FUND	Inventory				FY25/26	FY28/29	FY31/32	FY34/35	FY37/38					
9 YEAR FINANCING														
APPARATUS	# Front Line	# Reserve	Current Cost	Life Span	#	#	#	#	#					
Type 1 Engine	12	8	\$1,100,000	9/12	5	\$5,637,500	5	\$6,050,000	4	\$5,170,000	4	\$5,500,000	5	\$7,287,500
Type 1/3 Engine	5	1	\$950,000	9/12	2	\$1,947,500	2	\$2,090,000	2	\$2,232,500		\$0	2	\$2,517,500
Type 6 Engine	14	4	\$252,000	12/15		\$0	3	\$831,600		\$0	3	\$945,000		\$0
Tractor Drawn Aerial (TDA)	5	0	\$1,775,000	9/12	3	\$5,458,125	2	\$3,905,000	1	\$2,085,625	3	\$6,656,250	3	\$7,055,625
Straight Quint Aerial	2	3	\$1,550,000	9/12		\$0		\$0	2	\$3,642,500		\$0		\$0
Ambulance	20	7	\$390,000	9/12	5	\$1,998,750	7	\$3,003,000	5	\$2,291,250	7	\$3,412,500	5	\$2,583,750
Heavy Rescue	2	0	\$1,350,000	18/21	1	\$1,383,750	1	\$1,485,000		\$0		\$0		\$0
Haz Mat	2	0	\$1,100,000	18/21		\$0	1	\$1,210,000		\$0	1	\$1,375,000		\$0
Air / Light	1	0	\$930,000	18/21		\$0		\$0		\$0		\$0		\$0
Tender	4	0	\$550,000	18/21		\$0		\$0	1	\$646,250		\$0		\$0
WLD Duty Truck	1	0	\$117,000	9		\$0		\$0	1	\$137,475		\$0		\$0
Mechanic Trucks	4	1	\$175,000	9	3	\$538,125		\$0		\$0	4	\$875,000		\$0
Staff Vehicles	55	6	\$50,000	9	13	\$666,250	13	\$715,000	13	\$763,750	13	\$812,500	13	\$861,250
Vans	4	0	\$60,000	9		\$0	1	\$66,000	1	\$70,500	1	\$75,000		\$0
Bomb Truck	2	0	\$150,000	9		\$0	1	\$165,000	1	\$176,250		\$0	1	\$198,750
Field Communication Trucks	2	0	\$140,000	9		\$0	2	\$308,000		\$0		\$0	2	\$371,000
Golf Carts	2	0	\$9,500	NA		\$0		\$0		\$0		\$0		\$0
ATV's	8	0	\$13,000	NA	1	\$13,325	3	\$42,900	3	\$45,825	3	\$48,750	3	\$51,675
UTV's	17	0	\$34,000	NA	4	\$139,400	3	\$112,200	3	\$119,850	3	\$127,500	3	\$135,150
Fork lifts	3	0	\$45,000	NA	1	\$46,125		\$0		\$0		\$0		\$0
Aerial Lifts	2	0	\$34,000	NA		\$0		\$0		\$0		\$0		\$0
Mobile Vehicle Lifts	1	0	\$100,000	9/12		\$0		\$0	1	\$117,500		\$0		\$0
Enclosed Trailers	19	0	\$20,000	NA	2	\$41,000	2	\$44,000	2	\$47,000		\$0		\$0
Heavy Haul trailer	1	0	\$125,000	NA		\$0		\$0		\$0		\$0		\$0
Haz Mat Trailer - Decon	1	0	\$150,000	18/21		\$0		\$0		\$0		\$0		\$0
Flatbed Trailers	8	0	\$12,000	15		\$0	1	\$13,200	1	\$14,100		\$0		\$0
Dump Trailer	1	0	\$18,000	NA		\$0		\$0	1	\$21,150		\$0		\$0
Fire Safety Trailer	1	0	\$180,000	15		\$0		\$0		\$0		\$0		\$0
First Aid Events Trailer	1	0	\$30,000	NA		\$0		\$0		\$0		\$0		\$0
Driver Training Simulator	1	0	\$80,000	NA		\$0		\$0		\$0		\$0		\$0
Bomb Disposal Trailer	1	0	\$14,000	NA		\$0		\$0		\$0		\$0		\$0
Haz Mat Box Truck	1	0	\$160,000	18/21		\$0	1	\$176,000		\$0		\$0		\$0
Decon Trailer Tractor	1	0	\$150,000	18/21		\$0		\$0		\$0		\$0		\$0
Compact Track Loader	1	0	\$125,000	18/21		\$0		\$0		\$0		\$0		\$0
					\$17,869,850	\$20,216,900	\$17,581,525	\$19,827,500	\$21,062,200					

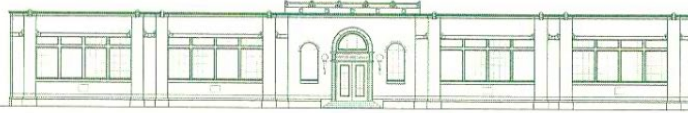


UFA Capital Replacement Plan

GENERAL FUND	Inventory				FY25/26		FY28/29		FY31/32		FY34/35		FY37/38	
9 YEAR FINANCING														
EQUIPMENT	# Front Line	# Reserve	Current Cost	Life Span	#	0	#	0	#	0	#	0	#	0
SCBA Breathing Apparatus	223	44	\$7,038	15		\$0	250	\$1,935,450		\$0		\$0		\$0
SCBA Cylinder, 60 minute	90	10	\$1,375	15		\$0	100	\$151,250		\$0		\$0		\$0
SCBA Cylinder, 45 minute	450	50	\$1,120	15		\$0	500	\$616,000		\$0		\$0		\$0
SCBA Face piece	480	101	\$345	15		\$0	550	\$208,725		\$0		\$0		\$0
Breathing Air Compressors	11	0	\$88,785	15	4	\$364,019	2	\$195,327	2	\$208,645	1	\$110,981	2	\$235,280
Mechanical CPR Device	21	1	\$20,000	9		\$0	22	\$484,000		\$0		\$0	22	\$583,000
AED	10	0	\$1,200	9/12		\$0	10	\$13,200		\$0		\$0		\$0
Extrication Set, eTools	7	1	\$38,065	9		\$0	3	\$125,615	3	\$134,179	2	\$95,163		\$0
Mobile Radios DB	36	10	\$6,100	NA		\$0		\$0	10	\$71,675	10	\$76,250	10	\$80,825
Mobile Radios SB	145	40	\$4,800	NA		\$0		\$0	10	\$56,400	10	\$60,000	10	\$63,600
Stretchers	27	7	\$33,000	9	10	\$338,250	10	\$363,000	8	\$310,200	10	\$412,500	10	\$437,250
Stair Chair	21	5	\$5,100	9		\$0	28	\$157,080		\$0		\$0	28	\$189,210
Stretcher Powerload	20	0	\$29,000	9/12	5	\$148,625	5	\$159,500	5	\$170,375	5	\$181,250	5	\$192,125
Filtered Water/Ice Machines	29	1	\$4,500	9		\$0	29	\$143,550		\$0		\$0	29	\$172,913
PPE Washer	2	0	\$7,950	9		\$0		\$0	1	\$9,341		\$0		\$0
HazMat ID, Spectrometry	2	0	\$75,000	9/12		\$0	1	\$82,500		\$0		\$0		\$0
Confined space comms kit	1	0	\$22,000	15		\$0		\$0		\$0		\$0		\$0
Airbag kit, high pressure	1	0	\$17,550	15		\$0		\$0		\$0	2	\$43,875		\$0
Airbag controllers/values	4	0	\$7,150	15		\$0		\$0		\$0		\$0	2	\$18,948
Hydra Fusion Kit	4	0	\$6,000	15		\$0		\$0		\$0	4	\$30,000		\$0
Low Pressure Airbag Kit	2	0	\$7,600	15		\$0		\$0		\$0		\$0	4	\$40,280
Multiforce Airbag Kit	4	0	\$9,000	15		\$0		\$0		\$0		\$0	4	\$47,700
Bomb Suits	2	0	\$37,000	9		\$0		\$0	2	\$86,950		\$0		\$0
Bomb Robot	1	0	\$351,000	15		\$0		\$0		\$0		\$0		\$0
						\$850,894		\$4,635,197		\$1,047,765		\$1,010,019		\$2,061,130

6 YEAR FINANCING

Thermal Imagers	66	4	\$7,000	6	70	\$502,250		\$0	70	\$575,750		\$0	70	\$649,250
Cardiac Monitors	40	6	\$31,341	6	46	\$1,477,728		\$0	46	\$1,693,981		\$0	46	\$1,910,234
Portable Radios DB Admin	43	0	\$5,450	6		\$0	43	\$257,785		\$0	43	\$292,938		\$0
Portable Radios DB FF	41	0	\$6,100	6		\$0	41	\$275,110		\$0	41	\$312,625		\$0
Portable Radio SB	301	0	\$3,980	6		\$0	301	\$1,317,778		\$0	301	\$1,497,475		\$0
GPH & X Portable BK	71	0	\$2,350	6		\$0	71	\$183,535		\$0	71	\$208,563		\$0
GMH Mobile DMH BK	24	0	\$2,300	6		\$0	24	\$60,720		\$0	24	\$69,000		\$0
						\$1,979,978		\$2,094,928		\$2,269,731		\$2,380,600		\$2,559,484



City of Holladay
HOLLADAY CITY COUNCIL

COUNCIL STAFF REPORT

MEETING DATE: April 25th 2024
SUBJECT: Ordinance Amendment – Historic Preservation Updates; §13.07.050, 13.86 and 13.102
SUBMITTED BY: Jonathan Teerlink, CED Director

ACTION:

Legislative. Ordinance amendments are to be reviewed and considered during a public hearing prior to a motion of final decision/action.

SUMMARY:

On August 17th 2023 the Holladay City Council (council) heard a presentation from staff on the city's current historic preservation ordinance. In response to council direction staff has prepared policy updates as directed during this meeting. Amendments to Holladay ordinance §13.07.050, 13.86 and 13.102 were prepared for Planning Commission's (commission) review and public comment. On April 2nd, the commission moderated a discussion of the amendments and took public comment prior to forwarding a positive recommendation of the amendments as drafted, with additional comments for the council to consider.

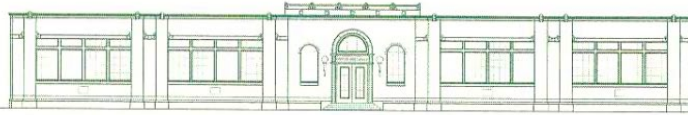
EXISTING ORDINANCE

It should be highlighted that, since 1999, Holladay has a Historic Preservation Ordinance. The subject of this discussion/amendments is centered on; historic site designation procedures, modifications to designated sites and the Historical Committee's role.

A significant amendment to the City of Holladay ordinance occurred in 2012 which altered Holladay's historic preservation process. See *Former Preservation Ordinance and Policy Changes* section below. Holladay's current historic preservation ordinance focuses only on the handful of properties currently adopted.

Former Preservation Ordinance and Policy Changes

Upon incorporation, The City of Holladay adopted much of Salt Lake County's land use ordinances. Over the years this version has been largely amended to meet various needs. In terms of the city's historic preservation efforts, 2012 thru 2013 brought dramatic revisions to Title 2 and various chapters of Title 13. Based upon researched amended ordinances and meeting minutes the council intended the amendments to address changes in the City's administration and an overall approach to committees.



City of Holladay
HOLLADAY CITY COUNCIL

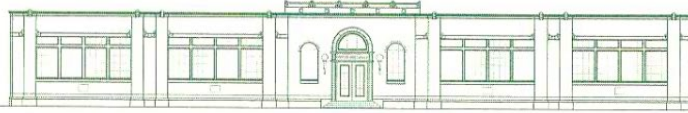
The “1999” version of Title 2 establishes the formal processes and procedures of city’s administrative governance, specifically committees and commissions. The 1999 “Historical Preservation Commission”, i.e the Salt Lake County’s version of the commission, is largely similar to the current commission’s duties (§2.08.010(E)). Albeit, some responsibilities such as site enforcement, review of applications made to the National Historic Register and review and recommendations on historic designation applications made to the City Council were struck.

In an effort to establish good policy, processes were likewise amended. Such as, the provision that all historic designation applications may be submitted by,” *...any person, group, or government agency*”, without specific reference to property owner’s consent, was struck. (§2.24.060.02B, 1999). Largely, the effort was to reestablish a new application processes which was; acceptable to the council, that did not infringe on a private property owner’s right to consent and complied with state statues. The council at the time intended to revisit the process at a later date and reestablished application procedures, processes and state code references. However, due to changes in council members, this discussion was never reinitiated.

PROPOSED ORDINANCE, CONSIDERATIONS:

Proposed amended are summarized to;

- *Reestablish a process by which these historic properties are added to Holladay’s current Historic Site Designations list.*
- *A City of Holladay Historic site may operate uses outside of the allowed land uses of the zone in which it is located.* To assist a property owner in sustaining a historic preservation effort, the Planning Commission may modify, as necessary, various requirements of the zone in which the property is located. For example, provisions in the code allow the property owner to pursue additional land uses such as; antique shop, art shop, boarding house, child nursery, dental office or clinic, etc. or other similar uses. These provisions provide both community significance of the historic use and to help economically sustain the costs of preservation efforts.
- *A City of Holladay Historic site may be modified.* The Planning Commission may grant a Modification permit to make changes to the landscaping, fencing or appearance of any lot. Pursuant the same process, and after a 30-dayt stay for documentation, a Historic site may be demolished, modified, reconstructed, altered, relocated, or otherwise improved or converted. Clarification amendments to this process are proposed.

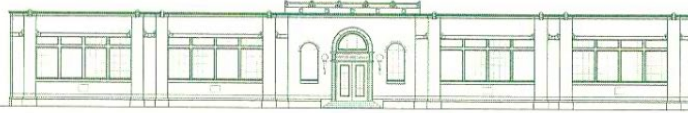


City of Holladay
HOLLADAY CITY COUNCIL

SUMMARY OF CHANGES:

Below is a simplified comparison chart of the current (codified) code and the most recent proposal.

Ordinance	Topic	Current Language	Proposed Changes
13.07.050	<i>Legislative Process of Historic Review Designation</i>	<p>establishes procedures and standards for review and approval of land use for legislative proceedings. These procedures are adopted to assure that all applications are processed on a uniform basis.</p> <p>An application for a historic site designation for a district, building, structure, object or property within the city shall follow the procedures</p>	<ul style="list-style-type: none"> • Council is affirmed as the Land Use Authority • Removed reference to nonexistent Ord. 2.24.060 • Revised historic register designation procedure • new applicant submittal, staff review and council approval criteria • new public mailing noticing reference - Class B, Legislative (similar to a rezone) • new recognition certificate • new historic list removal provisions - council may remove properties as needed without notice, and a property owner may request the council to remove a site from the register • Includes appeal provisions
13.86	<i>Historic Preservation</i>	<p>This chapter is enacted to preserve sites, structures, landmarks or buildings with special historical, architectural or aesthetic value which are unique and irreplaceable assets. To accomplish this purpose, planning commission approval is required for all modifications to historical sites.</p>	<ul style="list-style-type: none"> • Council is affirmed as the Land Use Authority – Historic designation is a Legislative action according to 13.07.050 • Clarification of Historic Sites Register as a list of council approved sites/structures • list now includes all sites from the General Plan • property owners or their agents are the only applicants • new modification and demolition requirements • A PC approved “modification” permit shall include a 30-day stay on a demolition to document the property
13.102.010	<i>Public Noticing</i>	No current noticing provisions	<ul style="list-style-type: none"> • For new sites - public meeting mailing noticing reference - Class B, Legislative (similar to a rezone)

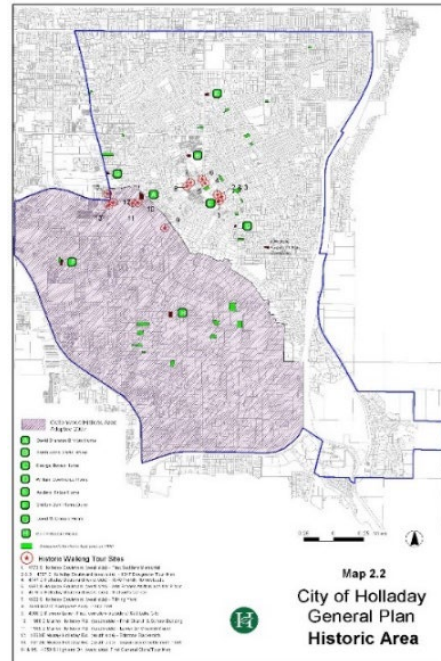


City of Holladay
HOLLADAY CITY COUNCIL

GENERAL PLAN COMPLIANCE:

During the creation of the city’s original version of the General Plan, preservation of historic places and structures ranked high in the public involvement process. This notion establishes an essential component of maintaining the qualities that make the City’s sense of place desirable.

Among other goals, providing for long-term historic preservation was a primary action of the first city council. In 2006, the Cottonwood Historic Area was established to identify and memorialize a specific portion of the Holladay/Cottonwood area. The portion of this historic area within Holladay is shown on Map 2.2. Additionally, a list of structures and sites were identified as being of historic importance within the City, regardless of whether or not they are in the Cottonwood Historic Area.



- A. *David Branson Brinton home, 1981 East Murray-Holladay Rd*
- B. *Santa Anna Casto home, 2731 Casto Ln (moved to City Hall Park, 2009)*
- C. *George Boyes home, 4910 Holladay Boulevard*
- D. *William J. Bowthorpe home, 4766 Holladay Boulevard*
- E. *Anders Hintze home, 4249 South 2300 East*
- F. *Brinton-Dahl home/dairy-1501 E Spring Lane*
- G. *David McDonald home-4659 S Highland Drive*
- H. *Carl Peterson home-2152 E Walker Lane*

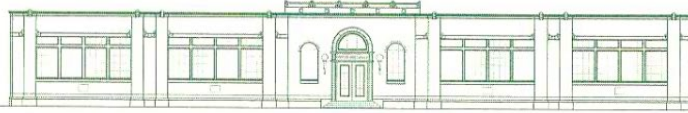
Proposed amendments align with the General Plan’s historic preservation goals and ideals within the City.

NON-CONFORMING USES

This Code Amendment would not create any non-conforming use situations.

PLANNING COMMISSION RECOMMENDATION:

After holding the required public hearing, the planning commission moderated a discussion, largely based upon public comment, specifically on the role of the Holladay Historical Committee. Generally, the proposed updates to process were found to be acceptable. Preference was found for the inclusion of public hearings (mailed notices) throughout the historic designation process. Ultimately, the commission forwarded a **positive recommendation** to amend select sections of Title 13; §13.07.050, 13.86 and 13.102 of the Holladay Municipal Code, as shown in Exhibit “A”.



City of Holladay
HOLLADAY CITY COUNCIL

Additionally, the commission provided commentary on various aspects of the amendment. Staff has not provided the council an additional amendment which includes these comments. However, they are summarized as follows;

- Historic site application fee should be nominal. Currently a legislative action filing fee is \$500.00.
- Consider the Historical Committee's role and involvement in most if not all steps of the process
- Consideration to record the city's determination against the title of a newly designated site.
- Inclusion of a public hearings at all steps in the process; designations, modifications, and delistings. (mailer to all properties within 500')

SUGGESTED MOTION:

Prior to moderating a discussion on the proposal, the City Council should hold the required public hearing and may continue this item to a work session.

FISCAL IMPACT:

None

ATTACHMENTS:

Draft amendment, as recommended by the Planning Commission
Council Aug 17th 2023 meeting minutes – Historic Preservation

**CHAPTER 13.07
DEVELOPMENT REVIEW AND APPROVAL FOR LEGISLATIVE PROCEDURES**

SECTION:

13.07.010: Purpose

13.07.020: General Plan Amendment

13.07.030: Text And Zoning Map Amendment

13.07.040: Temporary Land Use Regulation

13.07.050: Historic Site Designation

13.07.010: PURPOSE:

The purpose of this chapter is to establish procedures and standards for review and approval of land use and development applications that are legislative proceedings. These procedures are adopted to assure that all applications are processed on a uniform basis.

13.07.020: GENERAL PLAN AMENDMENT:

***NO AMENDMENT PROPOSED*

13.07.030: TEXT AND ZONING MAP AMENDMENT:

***NO AMENDMENT PROPOSED*

13.07.040: TEMPORARY LAND USE REGULATION:

***NO AMENDMENT PROPOSED*

13.07.050: HISTORIC SITE DESIGNATION:

An application for a historic site designation for a district, building, structure, object or property within the city shall follow the procedure set forth in section 2.24.060 of this code.

A. Purpose: As a means of providing recognition and encouraging historic preservation, this section sets forth the procedure for historic site designation for a district, building, structure, object or property within the city.

B. Authority: The city council shall act as the Land Use Authority and may designate historic properties in the city to the "City of Holladay Historic Site Register".

C. Initiation: Proposal for historic designation may be made by a property owner or the property owner's authorized agent. An agent of a property owner shall provide an affidavit of authorization from the owner.

D. Submission Requirements: Submission for Historic Site Register designation shall be as provided in section 13.03.020 of this title

E. Noticing Requirements: The city shall provide notice as per public noticing provisions provided in Appendix C: "Noticing" of this Title.

F. Criteria: Any district, building, structure, object or site may be designated to the city's historic site register if it meets all the criteria outlined below:

1. It is located within the city.

2. One of the following Historic Designations – does not involve a city review

a) National Register of Historic Places

b) Utah State Historic Preservation Office

3. If the structure does not meet the requirements outlined in subsection 2(1) of this section, the council may determine the site to qualify for designation if documentation is provided ascertaining that the site meets one of the following requirements for exceptional significance:

a) It is directly associated with events of historic significance in the community.

1 b) It is closely associated with the lives of persons who were of historic importance to the
2 community.

3 c) It exhibits significant methods of construction or materials that were used within the
4 historic period.

5 1. Vernacular shall retain its historic integrity, in that there are no major alterations
6 or additions that have obscured or destroyed the significant historic features.
7 Major alterations that would destroy the historic integrity include but are not
8 limited to, changes in the pitch of the main roof, enlargement or enclosure of
9 windows on the principal facades, addition of upper stories or the removal of
10 original upper stories, covering the exterior walls with non-historic materials,
11 moving the resource from its original location to one that is dissimilar to the
12 original, additions which significantly detract from or obscure the original form
13 and appearance of the structure when viewed from the public way.

14
15 G. Procedure:

16 1. After the application for a historic designation is complete, the community and economic development
17 director shall review for completeness, accuracy and compliance with the provisions set forth in this
18 chapter and shall provide written recommendation to the city council.

19
20 2. Following receipt of the community and economic development director's recommendation, the city
21 council shall hold a public hearing on the proposed designation during a public meeting in accordance
22 with the noticing provision of 13.102.010 Appendix C.

23
24 3. The city shall notify the property owner in writing of the city council's determination within one week of
25 the decision.

26
27 H. Effect of Approval: Approval of an application for historic designation shall not be deemed an approval of any
28 zone, conditional use permit, site plan, or other land use or modification/construction permit. Approval of a
29 particular zone or permit shall be obtained in accordance with applicable provisions of this title.

30
31 I. Removal of properties from the city's historic site register.

32 1. Properties which, in the council's opinion, no longer meet the criteria for eligibility may be removed from
33 the historic site register after review and consideration by the council. The city council may, without
34 public notice, amend adopted historic site register, including deleting existing sites or adding additional
35 sites. Decision shall be made during a regularly scheduled public meeting

36
37 2. The property owner, or the property owner's authorized agent may petition the council to remove,
38 without a public notice, a designated property from the historic site register. Decisions shall be made
39 during a regularly scheduled public meeting. An agent of a property owner shall provide an affidavit of
40 authorization from the owner.

41
42 J. Property Owner(s) of officially designated historic sites may obtain a historic site certificate from the city
43 containing the historic name of the property, the date of council designation, and signature of the mayor.

44
45 H. Appeal: Any person adversely affected by a final decision of a historic designation by the city council may appeal
46 that decision to the district court as provided in Utah Code Annotated section 10-9a-801 et seq., as amended

1 **CHAPTER 13.86**
2 **HISTORIC PRESERVATION**

3
4 SECTION:

5 13.86.010: Purpose

6 13.86.020: Historic Sites Designated Register

7 13.86.030: Historic Site Modification Permit Conditional Use Permit Required

8 13.86.040: Noncomplying Conditional Uses

9 13.86.045: Protective Maintenance Required

10 13.86.050: Site Modification

11 13.86.060: Additional Uses For Historic Sites

12 13.86.065: Modification Defined

13 13.86.070: Interpretation Of Chapter

14
15 13.86.010: PURPOSE:

16 This chapter is enacted to establish a Historic Site Register and to provide a sustainable means by which a property
17 owner may maintain a historic site designated by the city council. Provisions within this chapter intend to preserve
18 sites, structures, landmarks or buildings with special historical, architectural or aesthetic value which are unique
19 and irreplaceable assets. To accomplish this purpose, planning commission may approve conditional permits for
20 additional land uses approval is required for and all modifications to historical sites.

21
22 13.86.020: HISTORIC SITES DESIGNATED REGISTER:

23 A. Existing Sites: Each of the following structures and sites in the city is designated a historic site and are subject
24 to the provisions and standards of this chapter:

- 25
26 1. David Branson Brinton home, 1981 East Murray-Holladay Road, Holladay.
27 2. Santa Anna Casto home, 2731 Casto Lane, ~~Salt Lake City~~ Holladay (relocated to City Hall Park, 2009).
28 3. William J. Bowthorpe home, 4910 Holladay Boulevard, Holladay.
29 4. George Boyes home, 4766 Holladay Boulevard, Holladay.
30 5. Anders Hintze home, 4249 South 2300 East, Holladay.
31 6. Brinton-Dahl home/dairy, 1501 E Spring Lane, Holladay.
32 7. David McDonald home, 4659 S Highland Drive, Holladay.
33 8. Carl Peterson home, 2152 E Walker Lane, Holladay.

34
35 B. Amendments: The city council may amend the above list of historic sites and structures, including removing or
36 designating of additional historic sites, subject to the amendment procedures in chapter 13.07.050 of this code.

37
38 13.86.030: HISTORIC SITE MODIFICATION REQUIRMENTS CONDITIONAL USE PERMIT REQUIRED:

39 A. Modifications: A conditional use permit is required for any modifications to a historic site or structure,
40 including modifications to the landscaping, fencing or appearance of any lot, or demolition, construction,
41 alteration, relocation, improvement or conversion of a historic site.

42 B. Demolitions: A site listed on the Historic Site Register proposed to be demolished or extensively altered is
43 subject to the following

- 44 1. Upon verification of a complete permit, the city will delay issuing the modification permit for a
45 maximum of 30 days to document the property. The property owner shall work with the city staff in
46 providing access to the site for documentation process.
47 2. Documentation shall include, at minimum, exterior photographs of all elevations of the structure.
48 When possible, both exterior and interior measurements of the structure will be made in order to
49 provide an accurate floor-plan drawing of the structure.
50 3. The demolition permit will be issued after 30 days of the initial application whether or not the city has
51 completed documenting the building. The permit may be issued earlier if documentation is completed
52 before the 30-day deadline.

1 1.4. The documentation will be kept on file with the Community and Economic Development Department,
2 which shall be open to the public.
3

4 B. Application: Applications for a conditional use permit on a historic site shall be made by the property owner in
5 the manner and subject to the procedures and requirements set forth in section 13.08.040 of this title. To the
6 extent that the requirements of this chapter and section 13.08.040 of this title are inconsistent, the requirements of
7 this chapter shall prevail.
8

9 13.86.040: NONCOMPLYING CONDITIONAL USES:

10 The planning commission shall not approve a conditional use for a historic site which would be contrary to the
11 purposes of this chapter by adversely affecting the architectural significance, the historical appearance, or the
12 educational and historical value of the site unless all the following conditions have been met:
13

14 A. Conditional Use Permit Requirements: The application meets the requirements for a conditional use permit set
15 forth in section 13.08.040 of this title;
16

17 B. Zone Requirements: The application meets all the requirements of the base zone in which the property is
18 located;
19

20 C. Length Of Term Before Planning Commission: The application has been pending before the planning
21 commission for a period of at least one year.
22

23 13.86.045: PROTECTIVE MAINTENANCE REQUIRED:

24 A. Maintenance Required: In addition to the requirements of the applicable building code, the owner of any
25 historic site shall maintain and repair the historic site in accordance with this section. A historic site shall not be
26 destroyed by neglect of any structure that has or is incurring permanent damage, by weather, or by vandalism.
27

28 B. Extent Of Maintenance: The owner shall maintain and repair the historic site to the extent that in the opinion of
29 the city is sufficient to prevent damage to the structural components or the exterior of the structure, or to prevent
30 the collapse of the structure, or to prevent the structure from becoming so deteriorated as to render impossible its
31 repair and preservation.
32

33 C. Investigation: The city can investigate the condition of any historic site. Upon finding that the historic site is
34 dilapidated or deteriorating, the city shall notify the property owner by certified letter of the failure of meeting city
35 codes and standards. The city shall identify specific repairs and any work necessary to comply with the conditions
36 and requirements approved by the city. The owner shall have one hundred twenty (120) days from written
37 notification to complete necessary repairs and improvements that were approved by the city. All effort to work
38 with the property owner will be expended before written notification is mailed to the property owner. Failure to
39 complete the necessary repairs and work within one hundred twenty (120) days shall constitute a violation of this
40 chapter
41

42 13.86.050: SITE MODIFICATION:

43 Upon application by the property owner and according to the procedures and requirements set forth in section
44 13.08.040 of this title, The planning commission may modify all yard, parking, landscaping, height and other
45 requirements of the zone in which the historic site is located, as necessary to fulfill the purposes of this chapter. In
46 so doing, the nature and character of adjacent properties shall be considered to ensure that the health, safety,
47 convenience and general welfare will not be impaired. The planning commission may establish development
48 criteria to control impacts associated with the heaviest permitted use in the base zone, including, but not limited
49 to, noise, ~~glare~~ Dark Sky compliant lighting, dust or odor.
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1 13.86.060: ADDITIONAL USES FOR HISTORIC SITES:

2 A. Residential And Forestry Zones: The planning commission may approve any of the following uses for a historic
3 site in addition to the permitted and conditional uses allowed in the forestry or residential zone in which the site is
4 located:

- 5
- 6 Antique shop.
- 7 Art shop.
- 8 Boarding house.
- 9 Child nursery.
- 10 Dental office or clinic.
- 11 Dwelling, single-, two-, three-, four- or multiple- family (up to a maximum of 16 units per acre).
- 12 Nursing home.
- 13 Office.
- 14 Private educational institution.
- 15 Reception centers.
- 16 Restaurant.
- 17 Other uses of similar intensity to the above.
- 18

19 B. Commercial Zone: The planning commission may approve any use listed in ~~the a~~ commercial zone of this title
20 for a historic site located in a commercial zone including residential dwellings, ancillary to the primary commercial
21 use.

22

23 13.86.065: MODIFICATION DEFINED:

24 For purposes of this chapter, "modification" means demolition or construction where a demolition or building
25 permit is required. "Modification" also includes substantial changes to landscape, fencing or appearance of a
26 historic site. "Modification" does not include minor changes to landscape, fencing or appearance of a historic site
27 such as painting the historic site substantially the same color, changes to flowerbeds or trimming.

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29 13.86.070: INTERPRETATION OF CHAPTER:

30 This chapter does not guarantee the right of any person, firm or corporation to any provision of this chapter.
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1 **13.102.010: NOTICING:**
 2 **APPENDIX C – NOTICING**
 3

ACTION:	POSTED (ON THE CITY WEBSITE OR IN AT LEAST THREE (3) PUBLIC PLACES WITHIN THE CITY:	DIRECT MAILING:	PUBLISHED (UTAH PUBLIC NOTICE WEBSITE)* <i>Previously General Circulation:</i>
Agenda, Posting of; City Council, Planning Commission, Design Review Board, Tree Board.	Minimum 24 hours in advance of meeting. In Accordance with Utah State Code, as amended.		Minimum 24 hours in advance of meeting, In Accordance with Utah State Code, as amended.
Zone Map Amendments	10 days prior to the first hearing before Planning Commission and City Council. Any subsequent hearings shall be posted at least 24 hours prior to hearing. On the subject property .	Required mailing 10 days prior to the first hearing to each Affected Entity and to each Property Owner whose property is at least partially within the area to be zoned or rezoned.	10 days prior to the first hearing before the Planning Commission and City Council.
General Plan Amendments	10 days prior to the first hearing before the Planning Commission and City Council. Any subsequent hearings shall be posted at least 24 hours prior to hearing.	Required mailing 10 days prior to the first hearing to each Affected Entity, Wasatch Front Regional Council.	10 days prior to the first hearing. Any subsequent hearings shall be so published at least 24 hours prior to hearing.
Ordinance Amendments	10 days prior to the first hearing before the Planning Commission and City Council. Any subsequent hearings shall be posted at least 24 hours prior to hearing.		10 days prior to the first hearing. Any subsequent hearings shall be so published at least 24 hours prior to hearing.
<u>Historic Designations</u>	<u>10 days prior to the first hearing before City Council. Any subsequent hearings shall be posted at least 24 hours prior to hearing.</u>	<u>Required mailing 10 days prior to the first hearing to the affected property and to each property owner within 500 ft.</u>	<u>10 days prior to the first hearing. Any subsequent hearings shall be so published at least 24 hours prior to hearing.</u>
Appeals of a; Administrative Decision, Planning Commission Decisions	10 days prior to the date set for the appeal, reconsideration, or call-up hearing.	Courtesy mailing 10 days prior to the appeal, reconsideration, or call-up hearing, to all parties who received mailed notice for the action being appealed.	10 days prior to the date set for the appeal, reconsideration, or call-up hearing.
Conditional Use Permit	10 days prior to the first hearing before the Planning Commission. On the subject property.	Courtesy mailing 10 days prior to the first hearing before the Planning Commission, to Property Owners within 500 ft.	10 days prior to the first hearing before the Planning Commission.
Administrative Conditional Use Permit	10 days prior to Final Action.	Courtesy mailing 10 days prior to Final Action, to adjacent Property Owners.	No published notice required.
Variance Requests, Non-conforming Use Modifications	10 days prior to the first hearing before the Appeal Officer.	Courtesy mailing 10 days prior to the first hearing before the Appeal Officer, to owners within 500 ft.	10 days prior to the first hearing before the Appeal Officer.
Annexations	In accordance with current State law. Consult with the City of Holladay Recorder's Office.		
Subdivision & Condominium Plat Applications	10 days prior to the first hearing. On the subject property.	Courtesy mailing 10 days prior to the first hearing to Property Owners within 500 ft.	10 days prior to the first hearing before the Planning Commission and City Council.
Subdivision & Condominium Plat Amendments	10 days prior to the first hearing.	Courtesy mailing 10 days prior to the first hearing to Property Owners within 500 ft.	10 days prior to the first hearing before the Planning Commission and City Council.
Implementing an Amendment to Adopted Specifications for Public Improvements that Apply to a Subdivision or Development		The City shall give a thirty (30) day mailed notice and an opportunity to comment to anyone who has requested the notice in writing.	
Vacating or Changing a Public Street, Right-of-Way, or Easement	10 days prior to each hearing before the City Council on or near the Street, Right-of-Way, or easement in a manner that is calculated to alert the public.	Required mailing to each Property Owner of record of each Parcel or Lot that is accessed by the Public Street, Right-of-Way or easement at least 10 days prior to the hearing before the City Council.	10 days prior to the hearing before the City Council.
1) For all Applications, notice will be given to the Applicant of date, time, and place of the public hearing and public meeting to consider the Application and of any Final Action on a pending Application. 2) All notices, unless otherwise specified in this Code or by State law, must state the general nature of the proposed action; describe the land affected; and state the time, place and date of the hearing. Once opened, the hearing may be continued, if necessary, without re-publication of notice until the hearing is closed. 3) A copy of each Staff report regarding the Applicant, or the pending Application, shall be provided to the Applicant at least three (3) business days before the public hearing or public meeting. 4) If notice provided per this Section is not challenged within 30 days after the meeting or action for which notice is given, the notice is considered adequate and proper. 5) All days listed are the minimum number of days required.			

City Council Minutes - Aug. 17, 2023

Mr. Teerlink reported that the initial review would be done by the Planning Department. It would take additional time to review the Landscaping Plans and talk to the Landscape Architect. Discussions were had about enforcement. Mr. Teerlink explained that if something is not included within the allotted timeframe, there would be a Notice of Violation. Council Member Quinn expressed concerns about the additional work this will create for Staff in terms of the Landscaping Plans and enforcement. Ms. Chamness estimated that the cost will be approximately \$12,000 in additional City Staff between Code Enforcement and review.

Council Member Fotheringham asked for sample scenarios of remodels. Mr. Teerlink read from the draft text and explained that when 50% is met, the Landscaping Ordinance will be triggered. Council Member Fotheringham agreed that expanding the footprint by that much is essentially new construction. However, if modifications are made and the footprint is not changed, he did not believe it would trigger something in the Landscaping Ordinance. Council Member Quinn noted that the draft language was somewhat vague. Mr. Teerlink offered to look into this further. The Council shared suggested language. There was discussion about the removal of lawns and concerns expressed during the Public Hearing. Mr. Teerlink noted that waterwise landscaping and xeriscaping still needed to be maintained appropriately.

c. *Discussion on Historic Preservation.*

Mr. Teerlink reported that Staff was seeking direction from the City Council on the following questions:

- Does the City Council want to continue to explore a Historic Preservation policy or a program change? If yes, what options should City Staff further research? If yes, how soon does the City Council want to proceed with the next step in this discussion?

Currently, the Holladay Historic Preservation Ordinance focuses only on a handful of designated properties. Currently, four sites are designated. Eight were envisioned by the City's General Plan as being of particular interest. As for the Historical Commission, currently, the Commission does not have a role in designating historic sites or in preservation beyond education and research. There was discussion about the current Ordinance and the rights of the private property owners.

Mayor Dahle asked who determined the four properties that were designated. Mr. Teerlink was not sure how the list was created but believed those properties were brought to the Council for consideration. The intention was simply to give the properties a designation. It was believed the list was likely City-initiated. City Attorney, Todd Godfrey, stated that the designation process was removed because some Council Members were uncomfortable with the way it was written. He was not sure if there was an intent to revisit that at a later date. He discussed the Conditional Use Permit process. Mr. Godfrey explained that he would be more comfortable if changes were made to that language.

Mr. Godfrey asked the Council to consider whether there should be restrictions placed on demolition permits or additional reviews for structural alterations that impact historic portions of a structure. There is a State Code process to designate certain areas as Historic. He felt that the State Code was adequate for that purpose and did not think anything else needed to be added. However, he wanted to hear feedback from the Council. Mr. Godfrey expressed legal concerns about the establishment of a Historic Preservation Authority outside the Planning Commission or City Council. Something like

that would always be a concern to him. It was noted that the City of Holladay is a historic community and Mr. Godfrey thought it was appropriate to step back and determine if there was a desire to preserve.

Mayor Dahle explained that the Meeting Materials Packet described very clearly the role of the Historical Commission, which is education and research. The role of the Historical Commission is not to determine what is historical and to advocate for preservation. It is important to refocus the Commission on those goals moving forward. As for designating pieces of property as being historically significant, that could be problematic. Council Member Fotheringham felt that if a property owner wants to apply for a historic designation to have historic uses that might require a variance to the rights in their zone designation, there should be a process in place to do that. He felt it was important that a process like that be owner-initiated.

Council Member Quinn thought it made sense for a pathway to be created for property owners to request placing their property on a historic designation list. It would be beneficial for the process to be clearly spelled out in the Ordinance. Mr. Teerlink noted that the process would allow the Historical Commission to educate property owners who were interested in pursuing that designation. Council Member Gibbons was impressed by the report and found it to be extremely informative. He did not believe the City Council had a desire to establish a robust Historic Preservation Ordinance.

Council Member Gibbons informed those present that he was opposed to ordinances that burden private property owners. He liked some of the comments shared by Mr. Godfrey, which indicated that there were opportunities to clean up some of the existing language and make sure everything was consistent. That was something he believed should move forward. Council Member Gibbons was supportive of time restrictions on demolition or Conditional Use Permits if feasible. As for a robust Historic Preservation Ordinance, as was seen in places like Salt Lake City and Park City, he did not believe it was appropriate for the City of Holladay based on the size of the City and the cost.

d. *Discussion on Historic Experience RFP.*

Assistant City Manager, Holly Smith, reported that the City of Holladay is preparing to release a Request for Proposals (“RFP”) for the Holladay Historical Exhibit Experience. She reminded the Council Members that the City was able to secure a grant from Salt Lake County. Work was being done with Pathway Associates to secure donations for the project as well. It was now time to release the RFP. Ms. Smith shared Exhibit A: City of Holladay Project Guidance. She asked for the City Council to review that document and share potential edits or additions. The intention was to better communicate the vision of the project. The document was reviewed. Ms. Smith noted that the Historical Commission previously reviewed the guidance document.

Council Member Fotheringham asked about the grant and the anticipated cost to the City. Ms. Smith explained that in the grant application, there was a commitment of \$96,000 from the General Fund. The hope was that approximately \$150,000 could be raised from donations. There was a higher donation target because some of the options being considered would require more funding. The RFP was written to provide flexibility in the implementation. She asked if any Council Members were interested in participating on the RFP Selection Committee. Council Member Gibbons volunteered to serve.