



**NOTICE OF A MEETING OF THE
CITY OF HOLLADAY CITY COUNCIL
THURSDAY, APRIL 20, 2023**

PUBLIC NOTICE IS HEREBY GIVEN that the Holladay City Council will hold a Council meeting **Thursday, April 20, 2023 at 6:00 pm.** It is possible that a member of the Council will be participating by electronic means. The Council Chambers shall serve as the anchor location. ** Agenda items may be moved in order, in sequence and time to meet the needs of the Council*

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

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

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

AGENDA

- I. **Welcome** – Mayor Dahle
- II. **Pledge of Allegiance**
- III. **Public Comments**
Any person wishing to comment on any item not otherwise on the agenda may provide their comment via email to the Council prior to 5:00 p.m. on the date of the meeting to scarlson@cityofholladay.com, with the subject line: Public Comment. Comments are subject to the Public Comment Policy set forth below
- IV. **Consideration of Resolution 2023-15 Approving an Agreement with Salt Lake County for the Use of the Holladay Skate Park**
- V. **Consideration of Ordinance 2023-03 Restricting the Use of Personal Fireworks**
- VI. **City Manager Report - Gina Chamness**
 - a. Flood Update
 - b. Night out Against Crime – Aug. 1
- VII. **Council Reports & District Issues**
- VIII. **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 (if needed)**
- IX. **Adjourn**

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

CERTIFICATE OF POSTING

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

DATE POSTED: Monday, April 17, 2023 at 4:00 pm

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

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

CITY OF HOLLADAY

RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLADAY APPROVING THE INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR USE OF THE HOLLADAY SKATE PARK.

WHEREAS, the City Council of the City of Holladay has reviewed a proposal from Salt Lake County for the use of the Holladay Skate Park for structured recreation programs; and

WHEREAS, the City Council of the City of Holladay desires to enter into the interlocal agreement with Salt Lake County to provide for the recreational opportunities for residents of the County and residents of the City of Holladay;

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

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

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

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

PASSED AND APPROVED this day of April, 2023.

HOLLADAY CITY COUNCIL

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

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

AN INTERLOCAL FACILITIES USE AGREEMENT

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

RECITALS

WHEREAS, the City of Holladay owns the Holladay Skate Park (“Skate Park”) which is adjacent to the Holladay City Park at 4580 S. 2300 E. Holladay, UT 84117; and

WHEREAS, Salt Lake County has expressed a desire to use the Skate Park to run a skate boarding clinic once a week for a period of 7 weeks and the City believes that allowing the County to use the Skate Park will serve the public interest; and

WHEREAS, the parties desire to commit their understandings, which are supported by the Utah Interlocal Cooperation Act, to writing;

AGREEMENT

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

Section 1.

1.1 During the term herein set forth, and subject to the conditions and restrictions described in this Agreement, the City hereby agrees to permit the county, on a non-exclusive basis, to utilize the Skate Park and related facilities located at 4580 S. 2300 E. Holladay, UT 84117, on the dates and times as follows:

- . Session 1: Thursdays, June 8, 15, 22, and 29, 2023 9 a.m. to 11 a.m.
- . Session 2: Thursdays, July 6, 13, and 20, 2023 9 a.m. to 11 a.m.
- . Session 3: Thursdays, July 27, 2023, and August 3 and 10 2023, 9 a.m. to 11 a.m.
- . Session 4: Saturdays, August 26, Sept 2, 9, 16, 23 and 30, 8:30am-11:30am

1.2 The Parties will amend this Agreement on or before April 1, 2024 to add the session details for 2024. In the event the parties fail to so amend this Agreement, the Agreement will terminate effective April 2, 2024.

Section 2. Consideration. As consideration for the use of the Skate Park, the County hereby agrees to provide all administration and supervision for the clinics. In addition to administration and supervision, the County shall pay to the City the sum of \$0.00 which together with administration and supervision shall constitute full and fair consideration for the use of the City’s Skate Park during the term of this Agreement. In addition, the County hereby agrees to provide

to the City the name of a County representative to serve as contact with the City regarding the County's use of the facility during the term of this Agreement.

Section 3. Maintenance. The parties hereby acknowledge that the real property comprising the Skate Park together with the improvements and fixtures attached thereto are owned by the City. The County will not modify the facilities in any way. All equipment or items to be utilized in the clinic by the County or by clinic participants shall be furnished by the participants or the County.

Section 4. Supervision and Regulations. All persons utilizing the Skate Park shall, at the time specified in this Agreement, be supervised by County personnel who shall be responsible adults designated by the County and identified upon request to the City's personnel. The designated responsible adult shall be a County employee or a person approved specifically by the City. The County and all persons responsible for providing supervision shall obey any reasonable instructions or directions of personnel of the City and shall comply with applicable rules and regulations of the City. All employees, supervisors, and representatives of the County shall adhere to appropriate safety and legal requirements in operating the clinic and the use of the Skate Park.

Section 5. Insurance and Indemnification. The County is self-insured. The parties hereby agree that they are each public entities and subject to the provisions, restrictions, and protections of the Utah Governmental Immunity Act. Nothing herein is intended to waive or alter either parties' immunity pursuant to the terms of such Act. The Parties agree that each party is responsible for any wrongful or negligent acts which it commits or which are committed by its authorized agents, officials, or employees, and neither party shall have liability whatsoever for any wrongful or negligent act of the other, its agents, officials, or employees.

Section 6. Term and Termination. The date the last party to sign this Agreement (as indicated by the date accompanying that Party's signature) is the Effective Date of this Agreement. This Agreement shall terminate October 1, 2024, unless terminated sooner as provided in this Agreement. Either party may terminate this Agreement upon giving 30 days' notice to the other party.

Section 7. Amendment and Assignment. No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties thereto. The County shall not assign, rent, trade or transfer any rights under this Agreement.

Section 8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and incorporates all prior correspondence, communications or agreements between parties, and cannot be altered, assigned or sublet, in whole or in part, except in writing signed by both parties.

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

ATTEST:

CITY OF HOLLADAY
a Utah municipal corporation

Signature: _____
Stephanie Carlson, City Recorder

Signature: _____
Robert Dahle, Mayor

APPROVED AS TO FORM:

Signature: _____
City Attorney

SALT LAKE COUNTY
a body corporate and politic of the State of
Utah

Signature: _____
Jennifer Wilson, Mayor (or designee)

Reviewed as to form and legality for County:

Signature: _____
County Attorney

Division Review

Signature: _____
Division Director, Parks and Recreation

CITY OF HOLLADAY

ORDINANCE NO. 2023-03

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HOLLADAY
RESTRICTING THE USE OF PERSONAL FIREWORKS WITHIN ALL PORTIONS OF
THE CITY OF HOLLADAY LYING EAST OF 1300 EAST STREET**

WHEREAS, the City Council of the City of Holladay finds that the current conditions existing within the State of Utah, Salt Lake County and the City of Holladay present dangerous conditions relating to fire danger due to the likely presence of excessive fuels for fires; and

WHEREAS, the City Council of the City of Holladay further finds that the City, throughout all areas, contains innumerable brush covered, and grass-covered areas and a very significant number of trees which, due to the above-referenced conditions, present significant fuel for fires; and

WHEREAS, the City's fire code officials have provided an opinion to the City that the above-referenced findings of the City are accurate and the fire danger within the City is very likely to be extreme and that such danger would be reduced by prohibiting the discharge of personal fireworks within the City; and

WHEREAS, the City Council of the City of Holladay has determined that the minimal restriction on public convenience which would occur through a restriction on the use of personal fireworks is significantly outweighed by the need to protect public health and safety and to take precautions to guard against the existing extraordinary fire danger;

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

Section 1. Restriction on Personal Fireworks. Pursuant to the provisions of the *Utah Code Ann.* 15A-5-202.5, and based on the findings as noted above, the use of personal fireworks is hereby restricted in all areas of the City of Holladay lying east of 1300 East Street. This restriction shall remain in effect until October 15, 2023, unless earlier terminated by action of the City Council. This restriction shall not apply to permitted public fireworks displays authorized by the City and approved by the City's fire code official.

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. For the protection and preservation of public health and safety, this Ordinance shall take effect immediately upon its passage. The City Recorder is hereby directed to publish and/or post this Ordinance forthwith.

PASSED AND APPROVED this ___ day of April, 2023.

By: _____
Robert Dahle, Mayor

[SEAL]

VOTING:

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

ATTEST:

Stephanie N. Carlson, MMC
City Recorder

DEPOSITED in the office of the City Recorder this ___ day of April, 2023.

RECORDED this ___ day of April, 2023.