

**MURRAY**  
CITY COUNCIL

# Council Meeting October 2, 2012



**NOTICE OF MEETING**  
**MURRAY CITY MUNICIPAL COUNCIL**

**PUBLIC NOTICE IS HEREBY GIVEN** that there will be a meeting of the Murray City Municipal Council on Tuesday, October 2, 2012, at the Murray City Center, 5025 South State Street, Murray, Utah.

5:15 p.m. **Committee of the Whole:** To be held in the Conference Room #107

**1. Approval of Minutes**

- 1.1 Council Initiative Workshop Minutes September 4, 2012]
- 1.2 Committee of the Whole Minutes September 4, 2012

**2. Business Items**

- 2.1 Intermountain Power Project Repowering Issue – Blaine Haacke and John Hewlett (40 minutes)
- 2.2 Utah Telecommunications Open Infrastructure Agency Discussion – Jim Brass

**3. Announcements**

**4. Adjournment**

6:30 p.m. **Council Meeting:** To be held in the Council Chambers

**5. Opening Ceremonies**

- 5.1 Pledge of Allegiance
- 5.2 Approval of Minutes
  - 5.2.1 August 21, 2012
- 5.3 Special Recognition
  - 5.3.1 For Outstanding Achievements in Corporate Safety “The Award of Merit” from the Utah Safety Council is presented to Murray City. (Glen Sidwell presenting.)
  - 5.3.2 Consider a Joint Resolution of the Mayor and the Municipal Council of Murray City, Utah declaring October 7-13, 2012 as Fire Prevention Week. (Phil Roberts presenting.)
  - 5.3.3 Murray City’s 28<sup>th</sup> Annual Beautification Awards Program for 2012 (Jim Hendrickson presenting.)

6. **Citizen Comments** (Comments are limited to 3 minutes unless otherwise approved by the Council.)
7. **Consent Agenda**
  - 7.1 None scheduled.
8. **Public Hearings**
  - 8.1 Public Hearing #1
    - 8.1.1 Staff and sponsor presentations, and public comment prior to Council action on the following matter:  
  
Consider an ordinance amending Section 13.08.050 of the Murray City Municipal Code amending the Water Connection Impact Fee Schedule. (Doug Hill presenting.)
    - 8.1.2 Council consideration of the above matter.
  - 8.2 Public Hearing #2
    - 8.2.1 Staff and sponsor presentations, and public comment prior to Council action on the following matter:  
  
Consider an ordinance repealing Chapter 13.20 and amending Sections 13.48.050 and 13.48.055 of the Murray City Municipal Code amending the Storm Sewer Utility Fee. (Doug Hill presenting.)
    - 8.2.2 Council consideration of the above matter.
9. **Unfinished Business**
  - 9.1 None scheduled.
10. **New Business**
  - 10.1 Consider a resolution approving the amendment to Interlocal Cooperation Agreement between the City and Cottonwood Heights City, Draper City, Salt Lake City, Sandy City, South Jordan City, South Salt Lake City, West Jordan City, West Valley City, Unified Police Department, Salt Lake County Sheriff's Office, Granite School District, Utah Transit Authority and the University of Utah regarding the creation and operation of the Valley Police Alliance. (Frank Nakamura presenting.)
11. **Mayor**
  - 11.1 Report
  - 11.2 Questions of the Mayor
12. **Adjournment**

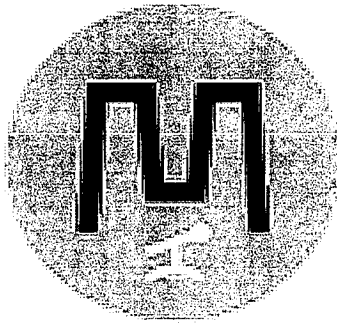
**SPECIAL ACCOMMODATIONS FOR THE HEARING OR VISUALLY IMPAIRED WILL BE MADE UPON A REQUEST TO THE OFFICE OF THE MURRAY CITY RECORDER (801-264-2660). WE WOULD APPRECIATE NOTIFICATION TWO WORKING DAYS PRIOR TO THE MEETING. TDD NUMBER IS 801-270-2425 or call Relay Utah at #711.**

**Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speaker phone. The speaker phone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions.**

On Friday, September 28, 2012, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder and also sent to them by facsimile copy. A copy of this notice was posted on Murray City's internet website [www.murray.utah.gov](http://www.murray.utah.gov) and the state noticing website at <http://pmn.utah.gov>.

---

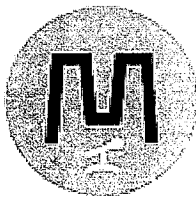
Janet M. Lopez  
Office Administrator  
Murray City Municipal Council



**MURRAY**  
CITY COUNCIL

# Committee of the Whole

# Committee of the Whole Minutes



**MURRAY**  
CITY COUNCIL

**DRAFT**

## **MURRAY CITY MUNICIPAL COUNCIL COUNCIL INITIATIVE WORKSHOP**

A Murray City Council Initiative Workshop was held on Tuesday, September 4, 2012, in the Murray City Center, Conference Room #107, 5025 South State Street, Murray, Utah.

### **Members in Attendance:**

Jim Brass  
Jared Shaver  
Dave Nicponski  
Darren V. Stam  
Brett A. Hales

Council Chairman  
Council Vice Chairman  
Council Member  
Council Member  
Council Member

### **Others in Attendance:**

Briant Farnsworth	City Attorney	Janet M. Lopez	Council Staff
Jennifer Kennedy	City Recorder	Zach Fountain	Mayor's Office
Tim Tingey	ADS Director	Chad Wilkinson	CommED Manager
Jennifer Brass	Citizen	Jan Wells	Mayor's Office
Pete Fondaco	Police Chief		

Mr. Brass called the Council Initiative Workshop to order at 3:50 p.m. and welcomed those in attendance. Mr. Hales was excused.

### **Minutes:**

Mr. Brass asked for any changes, corrections or additions to the minutes from the Council Initiative Workshop on August 21, 2012. Mr. Stam moved approval, Mr. Shaver seconded. The motion passed 4-0.

### **Discussion Item #1**

### **Beekeeping in Residential Zones - Jared Shaver**

Mr. Shaver noted that he had sent an article from the Deseret News to the Council Members about what was happening with the bee population locally and nationally. Bees are an integral part of the growth of plants and farming due to pollination. A decrease in the number of hives and the number of bees in each hive has been experienced. Additionally, some growth of the aggressive African bee has been noticed. It caused some concern but actually became important to him when a citizen voiced his desire to run some hives. He mentioned that the Murray Code allows an

apiary in agricultural zones; however it does not contain clarity so far as residential zones are concerned. He has completed some research on line, talked with the Wasatch Beekeepers, and with Chris Bench the county inspector for bee hives. He has looked at other local cities' ordinances and wanted to consider what Murray might be able to do in this area. He had also met with Mr. Tingey and G.L. Critchfield. He was not pushing to have the ordinance changed at the present. He pointed out that because people have gardens, bees are in Murray and do not behave according to zoning laws. They cross the lines and are needed. If it can be controlled and regulated it would be better for the City. His goal was to have this further discussed to see if options might be presented.

Mr. Tingey commented that he had looked at ordinances from several communities that allow for beekeeping and he admitted that it would take some research. One big question would be the lot size, as many cities restrict based on lot size. Some ordinances site ten thousand square feet as the lot size necessary to have hives and some allow more hives above that number. Some communities leave that vague and do not address lot size. Salt Lake County has a 20,000 square foot lot size for an apiary. He mentioned that as far as enforcement is concerned he only knows of one complaint regarding illegal beekeeping in residential areas and that was a concern because of the close proximity to children in the backyard. A number of people have contacted the Community Development office with an interest in having bees and they have been informed of the zoning laws. He suggested looking at it a little closer:

Mr. Shaver said that he would like to have it looked into a little more and see what Murray could do. The County's ordinance is a little more broad than some because they cover a very large area. He would like to have the department come back to the Council with an ordinance proposal.

Mayor Snarr said that the liability should be looked at as it is like dogs, where dogs sometimes bite people, bees might sometimes sting people.

Mr. Stam pointed out that he has run into a lot of wasps trying to establish residency on his property and he asked if more bees in the area eliminate wasps. Mr. Shaver stated that according to Mr. Bench they are two completely different insects that one does not eliminate or chase away the other. Wasps have a tendency to be much more aggressive and are territorial. Bees are domesticated in hives. The gentleman from the Wasatch Beekeepers says that his bees are so used to him that he does not wear protective clothing. He goes in slowly and does what he needs to without being bothered. They are not aggressive until they are attacked. It does not mean it will eliminate stings.

Mr. Stam said that he does not have a problem with it.

Mr. Brass commented that frequently he sees articles touting urban farming. With the economy the way it was, people started raising more of their own food; he

thinks that is when chicken raising became popular. The County pushes it and it seems to be the passion of one councilman. The City is going to get more pressure because it is all around Murray. On beekeeping and chickens there are two sides: pro and against, both with equal passion. He said he read articles on bees and the necessity of honey bees and if that population disappears people will starve. It would be very difficult to pollinate crops without bees. One article Mr. Brass read related to an individual who was licensed to raise bees in a California community that allowed bees. The individual had five registered hives and ended up with 60 million bees. The government ultimately had to intervene and remove the bees, who were in bad shape, because the owner was stripping the hives of too much honey. The bees need a certain percentage of honey to survive the winter. He feels that the City needs to look at this and if Murray decides to go forward he would like to hold several hearings for residents to comment. He realizes that often no one shows to comment; however on something with the polarity of these issues he thinks that is called for.

Mr. Shaver added that his concern and Mr. Tingey's, as well, is that the bees do not stay on a lot, they travel. They have specific routes that they travel to food and water and they pollinate in all sorts of places with no way to confine them. It is important to allow citizens to be aware and comment and know that the Council is considering it.

#### **Discussion Item #2**

#### **Chickens in Residential Zones - Darren Stam**

Mr. Stam stated that he had received numerous calls wanting the City to allow chickens and he felt that the other Council Members had too. He felt that raising chickens and beekeeping was essentially the same ordinance and the same question applies. Do we want to take the time and really get into what other cities are doing and if there are possibilities or does the Council want to just let people continue to call for awhile?

Mr. Brass felt that this discussion does go along with looking at beekeeping. He said he gets as many complaints as requests and there seems to be a lot of chickens living in Murray illegally. He would like to do the same research for both issues. He pointed out that it would be interesting to put this on a ballot and see if a better turn out resulted during elections.

Mayor Snarr said it would be interesting to have people voice their opinion as they vote for candidates on the national level. He said some on his street want chickens.

Mr. Stam asked if it would be feasible to put it on a ballot for vote.

Mr. Brass said that he feels meetings for public comment would be adequate and he noted that there would surely be a house full of people when it is voted on by the Council. An election runs about \$60,000.

**Discussion Item #3**

**Report on Budget Review Request - Jared Shaver**

Mr. Shaver distributed a report, as requested by Mr. Nicponski, to review three areas related to the budget and each City department. (This report is included below in total, as read and explained by Mr. Shaver.)

August 28, 2012

*Re: CIW Request  
Assigned by Jim Brass Council Chair*

*Gentleman,*

*A request was made by District 1 representative Dave Nicponski that the Murray City Council (Council) hold a meeting to review three areas which include:*

- 1) To better understand the budget of each City Department*
- 2) To meet with and discuss the budget with each Department Head*
- 3) To invite employees to meet with the Council and introduce themselves so we might better know them*

*The assignment was given by the Council Chair Jim Brass to the budget Chair to determine if it was possible under current Utah State and City Statute and what the parameters might include. The Budget Chair and Vice-Chair reviewed the request and discussed the means as well as the statutes that might allow us to comply with the request.*

*These are our findings:*

- 1) The Council is given broad scope in its review and approval of the city's budget. This process is well established however to be clear there are specific areas it might do well to rehearse.
  - a. The Mayor submits a budget for each budget year (July through June) which we review with the administration and department heads in a formal process with which we are all familiar. This budget must be formally accepted/adopted by the Council at a date specified in the Murray City Code.*
  - b. Each increase in an adopted budget amount that requires additional funding from reserves is reviewed by the Council in an open City Council meeting.*
  - c. Additional money received (grants, etc.) is also reviewed in the same process.*
  - d. An option to review any and all financial matters as we so choose by Council vote.**
- 2) Each year the Council requests an outside Audit of the City's finances by a certified municipal auditor. This audit is presented before the Council, first in a Committee of the Whole (COW) and then in an open City Council meeting.*

- 3) *A budget review is scheduled twice each year; at mid-year and at year end.*
- 4) *Department Heads make request through the Administration and Council Chair to present future expenditures to the Council either in a COW or City Council meeting with the intent of informing the Council of their intentions and budget expectations.*
- 5) *A Capital Improvement Plan (CIP) has been implemented as a vital part of the budgeting process which includes a regularly constituted CIP committee, including at least two (2) Council members, to review department submitted requests.*

*As instructed we reviewed and discussed the procedures already established, the statutes as pertaining to the Council authority in these matters and had discussion with Frank Nakamura Murray City Attorney and the Murray City Finance Director, Justin Zollinger. We have determined the following and make recommendation accordingly.*

- 1) *The current process to review the budget is well established and meets the necessary requirement to review the City's budget. No additional meeting is required. Obviously if the Council as a whole feels we should proceed with a meeting (see 1d above) we will participate in that discussion.*
- 2) *Each year the department heads are invited on 2 separate occasions (see 3 above) to review their budgets with the Council in a COW. We feel this is sufficient to meet the second request.*
- 3) *As for the employees, according to Murray City code we have no authority formal or informal to request to meet, review, query or peruse resumes of the city employees. According to code this rests completely within the scope of the Mayoral duties.*
- 4) *We do have the authority of "advise and consent" to the Mayor's appointment of department heads but that does not fit within the requested review as stated above.*

*Hopefully, this will meet with your expectations.*

*Faithfully submitted,*

*Budget Chair  
Jared A Shaver  
Vice-Chair  
Brett Hales*

*Further information concerning the code and statute are available upon request.*

*(This concluded the document submitted and read by Mr. Shaver.)*

Mr. Brass said that Mr. Nicponski had talked with him about this and there may have been some confusion on the review part. His understanding was that this request was more of a learning experience not a critique of the budget. We have two new Council Members and two other relatively new Council Members and a budget that is getting thicker. There are a lot of line items that could be looked at. Mr. Nicponski was just trying to figure out, for example in Police, there are X number of employees; how are they broken out. We are not questioning who they are and whether they are doing their job; moreover, 75% of the budget is payroll and he feels no Council Member knows how they are broken out. He asked Mr. Nicponski if his request was more of a learning process.

Mr. Nicponski responded that the idea was educational and tutorial to give the department heads an opportunity to present what it is they do, why they need the requested funds to do it. The employee presenting was a chance to showcase themselves, not for the Council to grill them. Other cities do it by having a retreat and they get to know their department heads activities, why they have the people they do, why the fleet is a certain size and get a sense of what kinds of tasks public works crews are engaged in, why it takes X number of days and why the costs for supplies run a specific amount. Doing this in a retreat enough times and you get really smart about how you are spending people's money. He posed that two Councilmen are sent off to go and meet with the Finance Director to digest this thing and then the entire Council gets a stack of line items with the task to be knowledgeable on behalf of the constituents. He does not feel he is educated enough through that process and he felt a retreat would be a good way to do it. He knows he can only do what the majority of the Council wants to do.

Mr. Brass confirmed that he likes the educational aspect of it, even after being with the City a very long time. He would be interested to hear more.

As well, Mayor Snarr thought it was a great idea to have the Council better appreciate and understand how the money is being expended and why a certain number of employees are staffed. People question him as to why so much work is done in house with the street department. He tells them he also needs this personnel to plow the roads in the winter. It is a year round business and the City tries to have the resources available for all the work to be done.

Mr. Nicponski said that with the knowledge Mr. Shaver and Mr. Hales have a format could be put together that would be applicable to each department head that they could go through as they present. Why are different street applications used, what are the costs and why? These are the things he is interested in learning.

Mr. Stam suggested that the Utah League of Cities and Towns (ULCT) has that sort of information at some of their conferences. It is the pavement management program and they need to have that on the agenda. Classes are also given on water and other pertinent topics. The question is whether Murray holds its own classes or

relies on the ULCT to give that information.

Mr. Brass added that the ULCT can give general information but not specific to Murray. Nobody can explain things like Doug Hill, Mr. Nicponski complimented. You really become very well informed after listening to Mr. Hill.

Murray has in the neighborhood of \$20 million of poor and failing roads and it would be interesting to see that map again.

Mr. Shaver said that the Council has four opportunities each year to meet with employees: two MCEA dinner and the Mayor's Ice Cream Social. It is an informal setting with an opportunity to introduce themselves and find out what people do for the City. He appreciated Mr. Nicponski's comment. He had no problem with an opportunity to meet with the department heads and visit with them in a less formal setting about their people and activities. Mr. Terry created a specifically detailed list of the employees, how many of what in each department in order to create the new departments. What each individual does and their names are not part of that. He thinks he is hearing Mr. Nicponski say he wants to know the names, not just the numbers.

Mr. Brass said that is not it; he is more curious about who goes where. He is aware of the separation of powers and this is not a critique of the departments. It is an informational piece so smarter budgeting can be done.

Mr. Nicponski said that he liked the Mayor's idea that each department has maybe three people they want to showcase and perhaps a driver of one of the trucks let us know what they do summer and winter.

Mr. Shaver asked what would he do with that information. Mr. Nicponski said that it is his education and he would be in a better position to answer questions. He has a responsibility to his constituents to know and understand the \$30 million budget; knowledge and education are the goals. He would like to get a strong comparative analysis of what one department head does versus another one. He would get a realistic view of the trouble with pavilions.

Mr. Shaver insisted that when he learns that one department head is more effective than another, what would he do with that information. Mr. Nicponski said that processes of continued improvement are implemented. Mr. Shaver said that is the problem that is the bailiwick of the administration. When the Council reviews and wants to step in it is past just educational. If the Council looks at the numbers and asks if certain work could be done with three rather than four employees then that is part of the budgeting process and action that the Council is given to do, as a review of a department. Education is wonderful, but the question becomes what is to be done with the information received.

Mr. Brass said that is the problem with any type of education, what will you do

with your education? Some people build bombs and destroy others. He thinks it needs further discussion.

Mr. Nicponski asked Mr. Shaver if he would want to do this retreat if it were strictly educational. Mr. Shaver responded he would. Mr. Nicponski asked him to set the parameters, as the Budget Chair. However, Mr. Shaver feels this is beyond the Budget into the workings of the City. He feels the knowledge of the working of the City is wonderful. Mr. Nicponski thinks things may be falling apart and he is not getting the education he needs.

Mr. Brass suggested Mr. Shaver and Mr. Nicponski work on the format parameters and report back to the Council.

Mr. Stam said that the concern about things falling apart and the Council not knowing about it is the point to the Capital Projects Program (CIP). The projects that still need to be addressed go into the CIP so the City Officials know what needs to be done the next year and in the long term. One issue is there has not been the opportunity to fully adopt and to incorporate the CIP, which would answer a lot of questions just brought up.

Mr. Shaver mentioned his willingness to work together to come up with a retreat format. Mr. Nicponski reiterated his desire to meet and learn what the City people are doing and become educated; it is an opportunity that should not be missed.

There being no further business the meeting adjourned at 4:27 p.m.

Janet M. Lopez  
Council Office Administrator



**DRAFT**

## **MURRAY CITY MUNICIPAL COUNCIL COMMITTEE OF THE WHOLE**

The Murray City Municipal Council met as a Committee of the Whole on Tuesday, September 4, 2012, in the Murray City Center, Conference Room #107, 5025 South State Street, Murray Utah.

### **Members in Attendance:**

Jim Brass	Council Chair
Dave Nicponski	Council Member
Darren V. Stam	Council Member
Jared A. Shaver	Council Vice Chair
Brett A. Hales	Council Member

### **Others in Attendance:**

Dan Snarr	Mayor	Zach Fountain	Mayor's office
Janet M. Lopez	Council Office	Jan Wells	Mayor's Chief of Staff
Briant Farnsworth	Attorney	Russ Kakala	Public Services
Blaine Haacke	Power General Manager	Justin Zollinger	Finance Director
Sally Hoffelmeyer Katz	Citizen	George Katz	Citizen
Jennifer Brass	Citizen		

Chairman Brass called the Committee of the Whole meeting to order at 4:30 p.m. and welcomed those in attendance. Mr. Hales was excused.

### **Minutes**

Mr. Brass asked for changes or action on the minutes from the Committee of the Whole meeting held on August 7, 2012. Mr. Shaver moved approval as written. Mr. Nicponski seconded and the motion was approved 4-0.

### **Business Item #1:**

### **Committee and Board Reports**

#### ***Blaine Haacke – Utah Associated Municipal Power Systems (UAMPS) and Intermountain Power Project (IPP)***

Mr. Haacke thanked the Council for allowing him to serve on the two boards UAMPS Board of Directors and IPA Coordinating Committee and Board of Directors. There are a lot of issues to be concerned with.

The UAMPS meeting in Ephraim was held recently and three Council Members attended. A total of nine people attended from Murray. The big topic was coal, the

decommissioning of coal plants and the value of hydro in the power portfolio. Capturing carbon and sequestering carbon in the ground are issues that will become increasingly important.

Many environmentalists were there discussing the humpback chub and matters relating to releases below the Glen Canyon dam into Lake Mead.

- Mr. Haacke put together a "nice to know" list of information:
- The humpback chub population has risen from a 1999 low of 5000 to around 9000 currently in the Colorado River. (Based on the flow from the river.)
- Natural gas prices are projected to stay in the \$4-\$6 range per dekatherm through 2035. (Just two years prior it was around \$12.)
- The general public needs to understand the importance of coal fired generation and that the immediate response to EPA regulations is going to be costly. Perhaps a little slowdown on the urgency of guidelines would be wise. (If the EPA requires scrubbers on the Hunter Plant the cost would be about \$700 million total raising Murray rates about 20 %.)
- Seasonally adjusted flows out of Glen Canyon Dam have cost from \$39 to \$630 million dollars depending on the study (studying this infinitely on our money.)

During the Board of Directors meeting there was a lively discussion about the UAMPS Wind Farm, which Murray decided not to participate in. The Idaho wind farm was 10 months late coming on and cost about \$9 million more than expected. For every wind farm, there must be another power plant to back it up. If wind is on 30% of the time, it is exceptional. The other 70% requires back up generation.

Mr. Shaver commented about an article that stated wind generation creates a great deal of heat into the ground that is causing some concern.

The wind farm is coming in around \$80, which is about eight cents a KWH, about \$15 more than originally projected. Compare that to landfill gas that Murray got into years ago, is at \$65 per MWH, is renewable and is on 95% of the time. He feels good about that.

UAMPS has no other exploratory projects involving Murray. If UAMPS gets a couple of cities that are interested in working on a project, then they will combine efforts and build together. Murray has done that in the past; however, if the City can leave out UAMPS as the middleman, then it is better. That was the way we built landfill gas. UAMPS has benefits but he is being cautious.

Mr. Shaver went back to the natural gas projection and noted that sometimes, like in the case of the wind farm, projections are made that do not materialize. He does feel there is wisdom in not always trusting the projections.

Mr. Brass said that natural gas is based on supply and demand and the ability to move it from one market to another. If there were a pipeline to the east coast then pricing would be an issue, although, with it in this area, we have regional pricing that is lower.

Mr. Nicponski said there is also a political card that gets played. By loosing someone like Dimitric out of Carbon County suddenly coal would not be as strong on Capitol Hill. After the election of a green Mayor in Los Angeles, it took a year to tell IPA that they would not purchase the power.

Mr. Haacke said that projections on a power plant are made out 30 to 40 years. The fracking of natural gas is fairly new and if major legislation goes against it the natural gas market will be stifled. Then costs will not be \$4-\$6 a dekatherm they will be \$8 to \$10. There are so many variables. The advantage that Murray has is many different resources in the portfolio: big solar, small solar, natural gas, and turbines. If one market diverges, the others can be relied on. Last year Murray relied on federal hydro in a big way. This year there was about half, a contracted amount.

Big issues coming from IPA and Mr. Haacke noted that he would like to spend some time with the Council, Power Board and the Mayor to discuss and update. Mr. Farnsworth and Mr. Haacke had been attending numerous meetings regarding the Delta Power Plant, the California entities, coops and unions. Post 2027 the California entities will have to walk away from this coal fired plant due to mandates by state legislation. If it is converted from coal to another fuel then they could continue to utilize this resource; therefore, negotiations are underway to convert to natural gas fuel. Utah has been trying to negotiate with the coops (quasi municipal entities) and Californians. There will be a report at the Committee of the Whole meeting on October 2 from the IPA Administration. It is a complicated issue and Mr. Haacke will send some backup material for explanation. Mr. Nicponski asked that Mr. Haacke let the Council know what is at stake to put everything in perspective. There are contracts to enter into to get Murray to 2027 and others to go beyond 2027. Both sides have negotiating tools: Murray has transmission they want and Utah needs their sizeable contributions to build the plant. The Utah entities will not be able to take over the plant by themselves post 2027. It is too large and could bankrupt Utah power entities. The contract will be negotiated out to the year 2077. A decision has been made to go away from coal entirely and convert to two natural gas turbines. It is a huge issue to southern Utah and the economy. There are mines, miners, railroad lines to Price, conveyer belts, and coal piles to deal with. Other people in IPA and UAMPS are looking to Murray as the leader, as Murray is the largest public entity with ownership in IPA. We have 72 MW (4%) and if the downsize goes through it will be 48 MW.

Mayor Snarr added that it will be interesting to see the impact and economic ripple effect to businesses in California who will have to pay a lot more for power. Mr. Brass commented that the General Manager of Los Angeles Department of Water and Power said that this will double the cost of power in Los Angeles from \$12.5 to \$25.

#### ***Russ Kakala – Trans-Jordan Cities***

Mr. Kakala reported that the 2013 Budget was approved and the employees were given a 2% cost of living adjustment and a 2% merit raise. About \$5 million are in reserve for a transfer station and \$5 million for equipment replacement. Each compactor costs about \$800,000 and need replacement every five years.

The Board would like to secure the options for a future transfer station in Sandy or Midvale, which are central areas. They are looking for about 15 acres to purchase. Mr. Nicponski said they are looking at vaporization, however, he does not think they can do it due the nonattainment zone location.

Cell four is filling and will be capped by about mid winter. Cell five is ready to go and has a life of about four to five years. Cell six is a mega cell with a 15 year life. It might be decided to break that into two cells. They are looking at 20 years out and need to secure the land for future use. There is 2% growth; however, recycling is extending the life of the landfill. A 13,000 ton a day transfer station is \$50 million to build in the east.

Mr. Nicponski asked if they had considered buying a cell from another landfill. Mr. Kakala said they had talked about partnering with Cedar Valley. The cost to truck it out would be high and there is no railroad.

***Zachery Fountain – Legislative Policy Committee (LPC)***

The last few years a lot of justice court issues have been seen, as far as whether cities want to maintain having justice courts. Any ability to transfer out of a municipal court system would take about five years. Concern exists on if the court will be a court of record, maintain the current process, or go back to the county district courts. Mr. Nicponski commented that the courts can cost a lot of money. Mr. Fountain confirmed that they do not generate enough to cover their expense. Logan is beginning to transfer out and become a district court system again. The Utah County questions whether a particular justice is acting appropriately.

Roger Tew is briefing the legislature on telecom taxes and franchise fees. The main issue is use of the right of way and differences in delivery system and the accusation that Comcast was being charged falsely. Some Tea Party groups argue that the tax was not needed because it was a service. Franchise fees are charged because of the use of roads and digging them up and other actions. That is the legitimate government purpose for assessment of those fees.

A growing issue is with regard to special district taxation when counties take certain departments and make them into special districts. A discussion is taking place in Salt Lake County relating to spinning off the public works and making it a special district. It comes down to a question of what is a municipal service and who approves the taxes: the County Council, member cities or a board that is designated. This affects Unified Police Department (UPD) and Unified Fire Authority (UFA). Before they were claiming a safety issue and now they want to do it for all services. Senator Wayne Niederhauser is focused on cities maintaining control of their budgets.

An issue involving public referendum and what it could do to a city has been under discussion in terms of land use and budgeting. Orem decided to lower the amount asked for in a property tax increase. Immediately a group filed a petition to put a referendum on the ballot. That did not get on the ballot due to timing; however the thinking was that they did not want a property tax increase at all. What this would do is to delay the vote until the next general election in June of 2013 resulting in a loss of that revenue for the city for another six months. It could also occur in land use issues and will be an ongoing discussion with the League getting involved.

Mr. Fountain reported that he had been asked by the League to draft a billboard bill for the upcoming conference and it should be sent out to the general body soon. It reiterates local control and a willingness to work with the billboard industry through the state legislature, to clarify the Utah Code; however, it does not bind cities to allow for electronic conversion.

Mr. Shaver mentioned how much Murray appreciates the League taking on the billboard issue.

***Jan Wells – Council of Governments (COG)***

The Council of Governments big issue stems from the legislature involving Valley Emergency Communications Center (VECC) and what should be done with it. The issue is how many public safety answering points (PSAPS) should be supported in Salt Lake valley. The legislature believes there are too many currently. They have agreed to leave the one at the University of Utah and Salt Lake City and from there they believe only one more is needed. This would mean that UPD and VECC need to merge. COG asks Bill Harry and Scott Carver to begin looking at what a merger would involve. They were tasked to look at the political, budgetary and technical feasibility and make recommendations for a transition plan. They are assuming that the functions and responsibilities will be kept intact and that existing staff remains, except for attrition. The VECC facility will be the housing for the new organization. Discussions are taking place on methodology and budgetary issues related to salary, benefits, longevity, skill level and pay comparisons. The two organizations are funded differently so this will take some time. The cost estimate for the transition and merger is expected to be between \$350,000 and \$375,000. They believe the funding will come from the legislature. Options mentioned included: there will be a policy board for the new organization; there will be an operations board; and there will be an executive director. The transition plan should be completed by July of 2013 with the following issues to be resolved: legal, budgetary, governance, job descriptions and the development of policy and procedures. This means that the transition should be ready to take place by that time.

Mr. Shaver mentioned the problem with redundancy in order to retain all employees. Ms. Wells said that they know this will occur although they believe that through attrition and over time those positions would be pared away and some cost savings would be realized.

Specific to Murray Ms. Wells stated that the administration had met with Chief Fondaco and Chief Rodriguez and both have varying concerns. We spent a lot of money to build the VECC facility with the plan that the County would come in and then they walked away from it, so the past history is not good. An issue with double taxation exists because of the way the facility works. Concerns voiced by our chief include that the cities will have to forgive the \$1 million in facility upgrades; and that the Sheriff is not unilaterally appointed as the CEO. Half the cities are already UPD who will support the Sheriff, Salt Lake City is not involved and the rest are Metro cities. It will become an issue between Metro and UPD. The cities will want a commitment to rework the double taxation issues and UPD is pushing for a name change to Unified VECC. Murray chiefs think these issues should be dropped. There are strong feelings that will have to be resolved.

COG has been charged with working this out.

Mr. Nicponski asked if it would be important to get a five minute report on Conference of Mayors. Ms. Wells responded that she would be happy to do that; although the Conference of Mayors is a little less policy driven and leans toward social interaction. Serious discussions do take place but they are a little less formal. She suggested an update in Council Communications or whatever the Council prefers. Mr. Nicponski mentioned some appointments to the Utah Transit Authority Board and he would like to know more about that.

***Dave Nicponski – Valley Emergency Communications Center***

The Preamble that the Unified Police put together was read as follows:

*" We the members of the UPD forward this letter in support of our position as identified here as to the critical decisions that need to*

*be made to insure the success of the proposed merger of the UPD and VECC communication centers. They support the concept and the goals of the proposal and encourage all to support the recommendations."*

There are six critical decision points: governance; legal; budget and assessments; funding the move; and operations as the merger takes place. Mr. Carver and Mr. Harry are working together well and things seem to be moving along well. Mr. Nicponski pays attention to responses from the VECC Board and has noticed some City Managers becoming difficult relating to the issues before them. Ms. Wells confirmed that and noted that both sides need to be happy with the resolution.

Mr. Stam asked if the legislature will be involved. Some legislators are trying to drive the changes and if they remain in power these things become important, Mr. Nicponski stated. Mr. Shaver noted that the recommendation will obviously go back to the legislature and hopefully some of that will be resolved.

#### ***Jan Wells – Utah Telecommunications Open Infrastructure Agency (UTOPIA)***

A legislative audit has come out since the last UTOPIA report. It has been discussed some; but some of the things brought out were that the ambitious goals have not been met, concern on how bond proceeds were used to cover operating costs and debt service; former people running the operation; financial controls; and management accountability; and the lack of growth in the system. From UTOPIA's perspective many of these concerns have been addressed since 2008 and much of the information in the audit predates 2008 and the current administration. UTOPIA's response was that corrective action was being taken and communication can always be improved along with accountability and controls. The Board is looking at these matters and will continue to monitor it. There was a lot of press on the issues and concerns. The future indicates that the first draw on the \$65 million put into place has been spent and a second round will be requested. She reviewed that it was approved for \$65 million to be taken in three parts and only as approved by the Board. It does not have to come back to the Councils for a vote; however, Ms. Wells stressed the importance of the Council Members knowledge as to what was going on. The next Board meeting would follow on Monday.

Mr. Shaver stated that the audit specifically talked about accountability. The Board needs to have that accountability because if the legislature steps in there will be trouble. One issue he was concerned about was that the bond was paying for the operating costs. He wants to know what the feeling of the board is related to this matter. He feels this shorts the finances available for the build out, which is where that money should be focused.

Ms. Wells explained that they have spent \$29 million in the first round of funding. Leaving \$36 million to draw upon, Mr. Nicponski stated. Mr. Stam said that they will be requesting \$10.5 to \$11 million for Phase II. Ms. Wells said that these issues have been discussed internally and others have equal concern about that. Some options to help with the operational costs have been discussed; however, Orem, one of the bigger partners is not in a position to do some of the things mentioned to meet operations. Further discussions will take place.

Mr. Shaver asked for some information in Council Communications as things develop.

#### ***Darren Stam – Utah Infrastructure Agency (UIA) (10 minutes)***

Mr. Stam reported that he had been appointed as Chair of the UTOPIA Finance Committee, which was put in place prior to the Audit by the legislature. At the last meeting, options to help cover operations were discussed and ideas were brought out. It will be discussed again with additional ideas presented. A list of duplicate services by both the City and UTOPIA had been created. One item mentioned was the possibility of a monthly meeting with public services so that when the City is digging up a road, UTOPIA could be notified and conduit could be laid. There are several other ideas that he would discuss with the administration. The goal is to lower operational costs so that they can be covered by revenue.

Going into the next phase, a revised five-year plan will be created with adjustments, as requested by a number of people. Additionally, a city councilman has asked for the objectives in evaluating the plan. The objectives include: return on investment (priorities will be adjusted based on ROI); increase average revenue per subscriber; expand markets and capitalize (even if it means going into a business complex that is right beside the market); operational efficiencies (looking for new technology and revising the way installation is done to save on connection costs); public and political support (using the system effectively within member cities). These five objectives will be reviewed and published to give people a better understanding of where they want to go.

Mr. Shaver asked if it is possible for Murray City employees to do any of the work. He mentioned if it would be less expensive if done by the cities rather than hiring contractors. Mr. Stam said that is part of the discussion. Any work cities do for UTOPIA must be billed at full price to the city. It will not save any money, but it may be possible to bill the cities for the operational shortfall and allow services rendered to pay the debt. That would lower the operational shortfall.

#### ***Dave Nicponski – Association of Municipal Councils***

For the Association of Municipal Council meetings nonprofit organizations have been brought in to report on their activities. Some of the Community Development Block Grant organizations have presented to inform council members of their services.

#### ***Jim Brass – Central Valley Water Reclamation***

An update from the Jordan River Farmington Bay Water Quality Council reported that the state is still pushing a 1.0 milligram per liter phosphorus limit in spite of the existing science. If they continue down that road it could cost \$30 million plus to remove the additional phosphorus and require more infrastructure at the plant. It looks like the best avenue is to get the legislature involved to require that the Department of Environmental Quality (DEQ) at least have the science to backup their requirements for that base limit. A group is working toward that end and studying the river and the science. Central Valley has raised their contribution from \$50 to \$150 thousand to that group to help the study along. It will be money well spent.

Mr. Nicponski asked for an explanation of the issue. Mr. Brass said that with phosphorus in the river there is more growth of algae impacting the oxygen levels in the river. It can ultimately kill the fish so they want to drop the current level. The phosphorus comes from a variety of sources. It is primarily runoff from yards and parks and any entity that uses fertilizer. The question is how much comes from the chemicals and how much comes through other sources, such as leaves going into the river naturally. A lot of substances get washed into the river system that does not come from cities. They have not taken into account canyon sources or Utah Lake, which is one of the largest points of discharge into the river. Utah Lake is not clear

making it impossible to get the Jordan River clear and the goal is to turn it into a pristine river. At lot more goes into this than meets the eye and the numbers are arbitrary; that could mean breathtaking costs to the cities and the results may not affect anything. This is why they want DEQ to backup their demands with science.

Mr. Stam asked if there is a way of testing the water runoff from the cities going into the river to prove their claims inaccurate. Mr. Brass said that could lead to the City having to treat its runoff, which could be a great deal more money. He would prefer not to do that and rely on the storm water fee, which is partly to address mitigating impact of runoff. That is to avoid having to treat it.

Mr. Shaver pointed out that if we do that then we create the science for them to validate their argument and we would rather not do that.

Mr. Brass reported that they do have a new agreement for bio solid land application. Central Valley does a lot with composting and they have many places to take the materials they do not compost, so it is always good to have options and new locations. They compost all they can and sell everything they make. In spite of what is done, when the wind shifts it is not good.

The budget process is beginning; Danny Astill and someone from Finance will be very involved in that.

One thing Mr. Brass had requested as a member of the Board and Treasurer is for the plant, which is very valuable, to begin a reserve account for capital issues. The trickling filters are 20 years old with no projected life and each filter is \$1 million and then there is the cost to remove and replace, if necessary. The failure mode is to just collapse. There are eight or more filters. Also, piping is 30 years old. The administration has done a great job but other boards have been reluctant to put money away.

The board has asked that Central Valley recalibrate and check flows and strengths. Increases in the flow numbers have occurred that has not been accounted for. Billing is done by what goes into the plant by our system. Then checking to see if there is infiltration somewhere would need to be done. If that is positive pipe problems exist.

Plant personnel are taking on some rather large equipment replacement projects that will save lots on the plant's budget. They can be very complex in some cases and dangerous. The staff doing the work has won awards and competitions in the past.

The plant is getting old and the board needs to keep an eye on that to put a little away every year instead of having a big bill that cannot be covered in one year. Those discussions will take place. Mr. Astill budgets very carefully. The plant budget comes from the owner entities, of which Murray is one; therefore creating a reserve could be an increase from the cities and member entities. Mitigating large expenses would be a benefit, although it may not pass the board. There are seven board members; three agree that this is a good idea.

### ***Capital Investment Program – Darren Stam***

Department heads are filling out forms to put in requests. A schedule has been put together and beginning on September 17 the committee will meet to set a plan on review of the requested items. Starting on September 25 the committee will begin meeting with the department heads to have explanation on the projects in the system to gain a better

understanding of what the needs are. The committee may take field trips to see the projects rather than just hearing what they are.

Mr. Shaver asked if there is a way to report back to the Council following the meeting to express what was heard and seen. This could cover what Mr. Nicponski was looking for. Mr. Brass agreed that this information needs to be communicated back to the Council. Mr. Shaver suggested the Council also preview the requested projects.

Mr. Stam reported that part of the process is that the recommendations come to the Council; it holds a retreat to go through the list and look at the items. It is part of the schedule and could be done in a couple of steps, if the Council desires.

Mr. Shaver noted that there may be recommendations from the Council to go back to the committee, as well. Mr. Stam pointed out that the Council will see all the requests and what have been recommended and they have every opportunity to weigh in and establish or adjust priorities.

## **Business Item #2**

## **Landscape Ordinance Agreement – Tim Tingey**

Since the last report to the Council on the landscape ordinance proposal it has gone to the Planning Commission and several meetings have taken place about the proposal. In two weeks this will come before the Council for consideration.

By way of background, Mr. Tingey explained that these are very significant changes to the landscaping for commercial and residential properties. It involves a change in philosophy. The staff has engaged landscape architects to get their input, which has proven very useful. The Planning Commission brought up a number of ideas, which have all been taken into consideration for the proposal being presented. When the department goes through a process like this it is significant heavy study as it is not taken lightly. Research has been done on what other communities are doing, inside and outside the state, some information comes from past experience then an ordinance was written based on that. Ideas have been bounced off of each other and changes researched before presentation to the Council. This is the result of a lot of work and input. He commended the department for the work that has been done. If the ordinance is adopted there will likely be some push back from the commercial community and from residents. That will mean some enforcement issues may arise. This proposal is not out of the ordinary it is the change that creates issues. Once it is adopted the City will move forward in a unified fashion. Landscape architects agree this is a good ordinance. It is not onerous for the businesses or community.

Mr. Wilkinson said that he would hit the highlights of the ordinance. Some of the information was seen in a previous presentation; although now it has gone through the Planning Commission where changes were made and landscape architects advised on what would work and what was appropriate. That feed back was taken to the Planning Commission and some points were adopted; although not all of it.

The drivers to the changes were different. For the commercial, industrial and multifamily landscape standards arose from a difficulty of maintaining consistency from plan to plan.

Complaints were made according what might have been approved for another party. The code is currently very general requiring between 40-60% to be grass/turf in commercial and multifamily. Developers would like to go to something less water intensive so they have given

push back to the code requirements. Many would like to move toward xeriscaping. The staff has been sensitive to this moving away from grass. Now the suggestion is for a specific number of trees, shrubs and groundcover. It will help the City and developers as they go through the approval process to know what to expect.

For 1000 square feet of landscape area (10 foot setback by 100 foot) the requirements are three trees, five five-gallon shrubs and 10 one-gallon shrubs. The remainder of the area needs to be covered by some kind of living ground cover. It does not have to be grass, but some other kind of landscaping material. A minimum of 50% percent of landscape coverage of planting is required. This will provide consistency and allow for ground cover, which is not permitted currently.

The code says now an effective combination of turf, shrubs and trees. We feel this new ordinance is the vision the Council has and the General Plan calls for with Tree City USA, which is something the City has been proud of. The City wants to promote trees and we don't feel the current requirement for just grass captures the vision for Murray.

Mr. Wilkinson showed some photographs of commercial landscaping in the area. Mr. Shaver asked if this would be "grandfathered." Mr. Tingey said that it would be.

The City is planning to require landscape architects on larger projects, 4000 square feet or greater. The xeriscaping will be allowed but within the guidelines of the 50% coverage. The hospital is a good example of drought tolerant landscaping with lots of plant material. The 4000 square feet is the size of the building, not the lot.

Parking lot landscaping will be required for areas with 50 or more parking spaces. Existing businesses will be "grandfathered" but as some larger sites redevelop that will be a requirement. Costco is a good example of parking lot landscaping with tree islands at the ends of parking lanes. It helps with the heat island effect in parking lots, breaks up the area and provides shady places for people to park. It can be created with the site design.

Mr. Brass mentioned another good example in downtown Salt Lake north of the Little America complex with a parking lot containing many new trees; when they grow it will help with the heat island affect and provide shade.

The urban forester was required to give approval in the past and now that position will provide an advisory function but the approval will be made by Community and Economic Development. The Fire Department is comfortable with that change, which is a major modification to the current standards.

Mr. Shaver asked if the type of trees would be dictated. Mr. Wilkinson responded that the forester will put together a list of approved street trees and landscape trees. They will also be involved in the residential, which will be discussed next. The Shade Tree Commission has been notified and one member showed up at the Planning Commission to provide supporting comments.

Mr. Nicponski asked if it is assumed the remainder would be rocks. It could be rocks or bark mulch; however, it must contain 50% of planting coverage.

Mr. Wilkinson stated that the residential requirements were driven by an enforcement action a couple of years earlier. A complaint was received about a neighbor's park strip.

Removal of all the plant material was performed on a property and replacement was with rock and cement. He expressed that the code was not clear on what was required of the existing park strips. The code currently calls for a tree planted every 30 linear feet. He did not feel the connection between the subdivision ordinance and landscaping ordinance was as tight as they would like it to be. The new ordinance would clearly state this requirement for all park strips, one tree for every 30 feet on center. Residents are required to maintain the park strips in the future. Some minor encroachments by decorative hard scapes have been allowed, such as rock or pavers. The limit would allow 25 % for a small discrete area to get out of a car and connect to the sidewalk.

Mr. Shaver asked about the occurrence of tree roots that eventually literally tear up the sidewalk and the street due to the size of the tree that actually destroys rather than beautifies the park strip. Mr. Stam said that if the sidewalk must be repaved, it is the resident's responsibility not the City's. Mr. Wilkinson said that the urban forester was engaged in this discussion because they currently maintain the park strip. If there is an issue the Power Department would take care of that.

Mr. Stam pointed out that some people do not want any trees in the park strip and have removed them. Mr. Wilkinson responded that this is already a requirement in the subdivision code and it will be a new requirement. That is what is being clarified, if a tree is removed then the homeowner will need to replace that tree. An interesting comment from Phil Markum, Planning Commissioner and former employee of Murray City, was that these trees are so much work; however, they are worth it. They bring in many positive consequences, as well, the Planning Commission agreed. The Planning Commission has recommended approval of the landscape ordinance. Mr. Stam said that it may be a tough enforcement issue because many homes do not have them.

Mayor Snarr mentioned one thing that really bothers him is when a business is told to landscape, like A & P Cleaners, and then they fail to maintain it. Everything is dead. They do it long enough to get their permit and then let it go. It will also be important to have a water source so that the trees do not die.

Rather than trying to regulate everything on the park strip the Planning Commission suggested certain items be listed as prohibited materials and be flexible on the materials that can be used. Asphalt, concrete and pavers can be used up to 25%; thorn bearing plants with some exceptions; groundcover exceeding 18 inches high; retaining walls and fences; site distance triangles; and boulders and gravel are all materials on the prohibited list, Mr. Wilkinson explained.

Mr. Shaver suggested that fruit bearing trees should be considered prohibited, as the fruit ends up all along the sidewalk and in the gutter.

Mr. Wilkinson recognizes that there will be some enforcement issues and he will show some pictures, as the ordinance has come about due to complaints and enforcement. The City chose not to enforce on this resident and did not hear back from the complainant. There are strong feelings on both sides of this issue. The complaint was in an existing neighborhood.

They are not proposing any requirements in the front yards; this applies only to park strips.

Mr. Stam asked if there were any provision for a variance on the ordinance. He knew of a neighbor who tried several different types of trees but there were allergies that caused problems. No exception is built into the ordinance; however, someone can apply for a variance. Mr. Tingey stated that giving the variances is a slippery slope that can continue going a long way. Mr. Stam asked if a bush is considered a tree. Mr. Wilkinson said that the requirement is for a tree, not a bush; however, there is no minimum height.

**Business Item #3**

**Independent Audit Policy Revision – Justin Zollinger**

Mr. Zollinger reviewed that for the past 10 years Murray has used the same independent external auditor. It has not been bid out over that time. His hope is to get closer to what the private sector does for public companies and have a way to still save money.

Reading from the resolution, Mr. Zollinger stated,

*“1. In performing the independent audits required by State law, the City shall not limit the use of the same independent auditor.*

*2. This Resolution shall not be construed to limit the City's ability to change at any time for any reason its independent auditor.*

*3. The City shall seek requests for proposals for independent audit work every five years and if the same firm is selected the City shall require that audit manager to be rotated. “*

Mr. Zollinger explained that he did not see the logic in having to change auditors if they were the low bid. The City would not be limited to one auditor and could change at any time. Item number three states that if the same audit firm is selected following a proposal period, then the change would come from a different audit manager being required and the City could still benefit from the savings in the bid proposal. Auditor rotation and bidding every five years are the two key changes.

Mr. Shaver asked about the low cost bidder. Mr. Zollinger clarified that if the same audit firm is the low bidder then the City can still use that firm with a rotation in audit manager. That is the person on sight managing the audit.

Mr. Shaver repeated for clarification that the same audit firm could be selected if they were the lowest bid; although, if another firm has the lowest bid, they would be selected and remain in place for five years.

Mr. Shaver commented that he had a conversation with Mr. Hales (who was not present) about the audit process. Both of them agree that the five year bid option is better than 10 year; however, they were more comfortable with a three year bid period. He felt that in his own businesses it was beneficial to have an outside view all the time. He would hire different auditors every year both in nonprofit and for profit entities. He would like to recommend to the Council that he and Mr. Hales have a chance to meet with Mr. Zollinger and come back with a recommendation.

Mr. Zollinger suggested that the Council could choose a committee when the audit is being bid out and the selection is occurring. Mr. Shaver stated that the audit is demanded by statute and how it is administered at the present time may be resolved in the language of the Council Handbook when it is adopted. That language has not yet been adopted. He would like to include that in the conversation with Mr. Zollinger so the language can be formulated as part of the Handbook detailing how they want to do the audit. Now it is called a Budget Committee and he would like it to be the Budget Finance Committee including the audit. On that committee is Mr. Zollinger, Mr. Nakamura, Mayor's office designee and whoever is on the Budget Finance Committee.

Mr. Brass agreed that Mr. Shaver should meet with Mr. Zollinger to make a recommendation to the Council.

### **Announcements**

### **Janet Lopez**

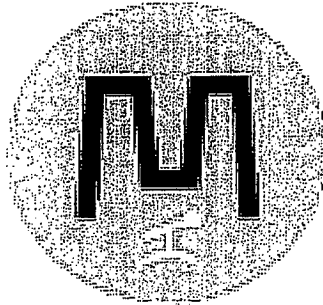
Ms. Lopez mentioned a couple of scheduling items. She said that in both November and December Council meetings were scheduled for the first and second Tuesdays due to holidays later each month. In November the first Tuesday is Election Day and the Council Chambers need to be used for that purpose. Council members agreed that Council meetings would be scheduled for the second and third Tuesdays and if both meetings were unnecessary one could be canceled.

In December the Council Christmas Party could be held on December 18, which would be the third Tuesday and hopefully before City employees begin vacation time around the holiday. Mr. Brass requested there be no Council meeting on the date of the UAMPS holiday dinner. That is also on December 18 and the Council party could be over the lunch hour to give everyone time to get to the evening event. Council members agreed with that plan.

### **Adjournment**

Meeting adjourned at 6:20 p.m.

Janet M. Lopez  
Council Office Administrator



**MURRAY**  
CITY COUNCIL

# Discussion Item #1

# Murray City Municipal Council

## Request for Council Action

**INSTRUCTIONS:** The City Council considers new business items each Tuesday in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 107, no later than 5:00 p.m. on the Tuesday one week before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages.

1. **TITLE:** (State how it is to be listed on the agenda)  
**Consider A Discussion during Committee of the Whole RE: The complex IPA Re-powering Issue**

2. **KEY PERFORMANCE AREAS:** (Please explain how request relates to Strategic Plan Key Performance Areas)  
Responsive and Efficient City Services

3. **MEETING, DATE & ACTION:** (Check all that apply)  
\_\_\_\_ Council Meeting OR **X** **Committee of the Whole**  
**X** Date Requested **October 2<sup>nd</sup> 2012**  
**X** Discussion Only  
\_\_\_\_ Ordinance (attach copy)  
\_\_\_\_ Has the Attorney reviewed the attached copy? \_\_\_\_  
\_\_\_\_ Resolution (attach copy)  
\_\_\_\_ Has the Attorney reviewed the attached copy? \_\_\_\_  
\_\_\_\_ Public Hearing (attach copy of legal notice)  
\_\_\_\_ Has the Attorney reviewed the attached copy? \_\_\_\_  
\_\_\_\_ Appeal (explain) \_\_\_\_  
**X** Other (explain) **A 30-40 minute discussion led by Blaine Haacke**

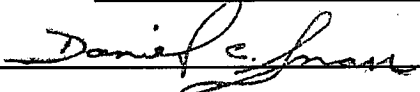
4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)

5. **RELATED DOCUMENTS:** (Describe all minutes, exhibits, maps, plats, etc., accompanying this proposal and whether or not each is attached)  
Memo from Blaine Haacke

6. **REQUESTOR:**  
Name: Blaine Haacke Title: General Manager  
Presenter: Blaine Haacke, John Hewlett Title: General Manager, IPA GM  
Agency: Power Department Phone: 264-2715  
Date: September 19<sup>th</sup> 2012 Time: \_\_\_\_\_

7. **APPROVALS:** (If submitted by city personnel, the following signatures are required, and indicate (1) each has reviewed and approved the proposal, (2) all preparatory steps have been completed, and (3) the item is ready for Council action)

Head of Department: Blaine Haacke Date: September 19<sup>th</sup> 2012

Mayor:  Date: September 19<sup>th</sup> 2012

8. **COUNCIL STAFF:** (For Council use only)  
Number of pages \_\_\_\_\_ Number of copies submitted \_\_\_\_\_  
Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Recommendation: \_\_\_\_\_

9. **NOTES:**

MEMO DRAFT

To: Murray City Municipal Council, Mayor and Power Advisory Board  
From: Blaine Haacke  
CC: Frank Nakamura  
Briant Farnsworth  
Date: September 19, 2012  
Re: IPA Re-powering issue

---

In an effort to keep the council and PAB abreast of the IPA issue and its future, the following discussion will hopefully help you understand this complex issue.

### **Introduction**

Murray City, along with a number of other entities including Utah and California municipalities, has ownership rights in the Intermountain Power Agency ("IPA"), which operates a coal fired power plant in Delta, Utah (referred to as "IPP" – or the Intermountain Power Project). The City is a participant in a Power Sales Agreement that lasts until 2027.

The member/owners of the current project would like to see the plant and power sales agreements be renewed to last beyond 2027. However, due to California legislation, California power entities are prohibited from entering into or renewing contracts that would bring "unclean" power into the state. The law affects all coal fired energy like that currently produced by IPP.

IPA has determined that if it were to "re-power" the plant to produce electricity through natural gas, it could meet the clean energy requirements set by the California legislature and allow the project to continue.

There are three major contracts that will need to be addressed, as well as a number of associated issues that have arisen, that will be discussed below.

### **Background**

Murray and 23 Utah municipalities, several co-ops, Rocky Mountain Power and 6 California entities comprise the participant owners in IPA. IPA is an interlocal entity. IPA consists of a 1,800 mW generation facility near Delta, Utah and its infrastructure such as coal crushers, conveyor belts, railway, fly ash ponds, etc. Additionally, it includes the DC transmission lines from the plant to California. (As a side note, sometimes, we say IPA when we mean IPP, but in

reality, IPP is the plant itself whereas IPA is the entire organization – the administration, contracts, infrastructure, etc.).

The plant has been operational since early 1980's. Murray has a 4% entitlement share in the 1,800 mW plant (or in other words, Murray owns 72 mW). As part of the original agreement, upon expiration of the current power sales agreement, the Utah entities would collectively own the IPP power plant.

Another major benefit from the current power sales agreements is that they have allowed Murray and the other Utah participants to use or not use energy from the plant based on the cities' needs. This is done through a seasonal 'call-back'. A 'call-back' means that twice a year Murray can give notice to the California cities that it wants to use some of the energy from the plant and the California cities have to provide it, up to Murray's 72mW allotment. This 'call—back' energy is scheduled in six month blocks. At the end of that period, the power returns to California (a "put-back"). Murray has not recently exercised the call-back option, but in past years, Murray has 'called back' upwards of 25 mw. Based on the recent energy market pricing, it has been much more advantageous for us to rely on other resources instead of IPP. But Murray has always had this reliable resource that, with a couple of months' notice, we could use in an emergency or as market pricing fluctuates. Because of its flexibility, it has been an unbelievable contract for Utah. The California entities are not interested in renewing this provision of the agreement, although they are obligated to honor it to the expiration of the current agreement on June 16, 2027.

### **The Basic Problem**

California entities are prohibited from entering into or renewing contracts for power that exceeds the California greenhouse gas emission standards of 1,100 pounds of CO<sub>2</sub>/mWh. IPP and all other coal fired plants do not meet this standard. When the power sales agreement expires in 2027, unless a renewal agreement is reached in which the plant is repowered with a cleaner fuel, the fate of the plant is unknown, and there are certain associated risks to the City. Murray has a keen interest in the ongoing discussion because of these risks, as well as the benefits, including the potential for a power sales agreement that would last until the 2077 time frame.

### **Risks in Not Renewing the Agreement**

On June 16, 2027, the Utah entities receive the coal plant ownership - lock, stock and barrel. Should a renewal agreement not be reached, the California entities will be forced by their state laws to walk away from the plant. There is major risk for the Utah entities in this situation. Should the Utah entities be unable to use or market the energy from the plant, they will have to shut it down and decommission it. This can be extremely expensive.

Should the plant ownership fall to the Utah entities, the options would be to: (1) keep the plant whole and continue generation (but 1,800 mw is too large for Utah to swallow and no one else at this point is interested in buying coal); (2) decommission and moth ball it; or (3) sell or market the plant or the power. Unfortunately, there are no provisions in the current agreement for accruing decommissioning costs. The plant could cost hundreds of millions of dollars to dismantle and decommission. Because this situation was not anticipated and planned for, the expense would fall on the Utah entities. Most small Utah cities would have major problems in coming up with the millions of dollars it would take to clean up and decommission the plant.

The solution to this predicament is being negotiated in the renewal agreements. The California cities agree that it was an oversight to not include dismantling and decommissioning costs in the price of the power sales. In our discussions, the California entities have acknowledged a moral obligation to help with these costs, as they have purchased and used the bulk of the power from IPP. The compromise currently under consideration is that if the Utah entities agree to sign the 2<sup>nd</sup> amendatory contract, which basically gives the 'go ahead' to pursue the re-powering of the plant with an alternative fuel, then the California cities will begin to accrue dismantling costs and have monies set aside or financed in the new bond before the agreement terminates in 2027. This will assist some Utah municipalities with potential bankruptcy concerns associated with the decommissioning costs.

### **Three Agreements Pending**

Three different agreements are being negotiated that will require Murray's action for the plant to continue after 2027.

The first agreement is the **2<sup>nd</sup> Amendatory Power Sales Agreement**. This amendment must be signed by 100% of the Utah entities. This agreement will facilitate the renewal of a power sales contract post 2027 and permits an alternative fuel source, such as natural gas. Again, all participants have to sign onto this. This amendment does not change the existing sales aspects of the agreement. It allows IPA to design and begin constructing the natural gas plant near 2020. More importantly for Murray, it will cause a decommissioning fund to accrue immediately paid for by those using or purchasing the power within the next 15 years or through the new plant funding. Upon the unanimous execution of this agreement, the California cities agree to begin setting funds aside for use once the plant reaches a point where it would need to be decommissioned. This gets the Utah entities out of a potential mess on June 16, 2027.

Unfortunately, right now there are some UAMPS members that are balking at signing the 2<sup>nd</sup> Amendatory Agreement. The 2<sup>nd</sup> Amendatory Agreement must be signed by 100% of the

entities in the project in order for the project to continue past 2027, even if the entities decline to participate in the renewal agreement, because it will allow the change in fuel to take place. Any entity could drop out of the project at the expiration of the current agreement in 2027, regardless of whether they signed the Amendatory Agreement. The other two agreements, referred to below, relate to the renewal project that would last until 2077.

The second agreement is the **Renewal Power Sales Agreement**. This addresses power sales post 2027. The existing agreement we now have will stay into effect until 2027. By signing the Renewal Power Sales Agreement, the parties agree to stay in the project until 2077. Although the above 2<sup>nd</sup> Amendatory Power Sales Agreement allows for the change of fuel, the Renewal Power Sales Agreement must be signed before IPA can begin building a natural gas plant. If there is no agreement for the sale of power after 2027, it wouldn't make sense for IPA to build the plant.

In considering this agreement, the City will have the option to either agree to remain a participant in the renewal project, or to back out of the renewal project entirely. Murray presently has 4% entitlement in the plant ( $1,800 \text{ mw} \times 4\% = 72 \text{ mW}$ ). It is anticipated that the natural gas plant will be downsized to 1,200 mW. In this size plant, the City would have ownership rights to 48 mW. There is a set of subscription processes that will be followed possibly allowing Murray to increase its entitlement if other entities drop out of the project. Murray would have several years from now to fine tune and commit to the final mW number. Market pricing will change through the years and waiting until the last possible moment before committing to a mW number is best for all parties.

The third agreement is called the **Renewal Excess Power Agreement**, and deals with what we have referred to above as the 'call back' procedure. Through this agreement the California entities agree to take all the Utah entities' power until the Utah entities call the power back for their own growth or use. The huge change to this agreement from our existing agreement is that once a Utah city exercises a 'call back', it is permanent and cannot be returned or "put" back – it will forever remain a part of the City's resource portfolio. This is unlike the current arrangement where Utah entities can "call back" for a season and then "put back" the power on the California entities. The California entities claim they need more stability in their resource planning. The existing capacity in and out has been advantageous to Murray and other Utah entities, but has been difficult for the California cities. At this point, it does not appear that any negotiation will change this provision of the renewal excess power agreement.

Again, with the two renewal agreements, the Utah cities have been offered the same type of arrangement as in the original contract, meaning that Utah can subscribe to the same percent of entitlement as now. We would not be required to take a single mW from the plant if we chose.

We could continue to be a participant and owner in the plant just like now, without having a requirement to purchase any of the plant's power.

To repeat, California has agreed to allow a version of the 'call back' entitlement with one huge caveat.....once a Utah entity recalls the power for its own use, that city will have to keep that amount of power for the remainder of the contract. There will be no more in and out clauses. This was something California feels very adamant about. It is hard to blame them for that. Utah has had it good for years, and California has been paying the mortgage payment on the plant.

### **Transmission Issues**

Transmission capacity is needed by the Californians to get their renewable power capacity, such as wind and other out of state energy purchases, to them. The Utah entities are agreeing to give up some of their excess transmission capacity to the Californians in order to keep them in the project after 2027. Several Californian cities have played hard nose, indicating that they don't want any generation from the plant and only want transmission. But the Utah entities have maintained the position that we will not unbundle those commodities. Murray, as the agreements are currently written, would still have sufficient transmission for all of its generation requirements plus half again surplus transmission capacity to market.

### **Concerns about the Agreements**

Although the agreements do not make major changes to the sales arrangements post 2027, there are nevertheless some concerns that we feel have not been adequately addressed. One major concern is what happens if IPA obtains bonds or financing to build the new plant, subsequently begins construction and spends the money, and for whatever reason the project stops and does not end up going forward. Would the Utah municipalities be on the hook to pay the construction bonds for a plant that was started but not ultimately built? No one anticipates that this will happen. But if this concern is not addressed and this unlikely scenario occurs, it could potentially subject the City to millions of dollars in liability.

### **Secondary issues**

All parties would like to continue plant operations beyond 2027. The Californians have shown a desire and a need for baseline generation and transmission, and the co-ops and Utah cities enjoy the stability of a resource they can call upon when needed. The plant provides a key central Utah economic stimulus. The question has been asked, "why worry about this now when we have a concrete agreement until 2027?" Why is California, particularly LA, in such a hurry to move this process along here in 2012 - fifteen years before the contract expires?

One reason is the evolving dynamics of the California Energy Commission ("CEC"). The CEC regulates utility commerce much like Utah's Public Service Commission ("PSC"). The CEC has shown some disturbing interest in lowering the 1,100 lb CO<sub>2</sub>/mWh limit (the amount of contaminants per mega watt hour) to 1,000 lbs. or lower. Thus, LA and the other California utilities want to get an agreement with the Utah entities ASAP so that they can be 'grandfathered' into the 1,100 lb limit. The CEC has also shown some interest in requiring that all new electric resources be built in California so that jobs and the economic impact will remain in their state. The existing California IPA participants may be forced into just walking away from IPA altogether unless the agreements can be signed before more restricting legislation is enacted. For your information, most natural gas plant production of particulates is in the 800 lb/mWh range. There are some rumors from the EPA that even natural gas generation may come under heavier regulation. So time is of the essence to enter an agreement before regulations tighten down even more.

### **Effect on Utah Economy**

IPP's reliance on coal around 2020 will dwindle as the natural gas plant is constructed and transitioned to the use of the gas. The economic impact to Price City and the coal mines in Utah will be heavy, as IPP is a large consumer of coal. It is uncertain what will happen economically. However, the Utah entities are being forced into this situation by our California partners. This is a situation that most Utah entities aren't happy with, but it is a situation that is out of our control. IPP is too large of a plant for the Utah entities to take over on their own post 2027. Even UAMPS is too small to even think about operating this plant without large outside contracts and interest. And no one has interest in building or purchasing coal right now because of the uncertainty of regulations from EPA, Congress, Administration, and the State's two regulators. The way coal is currently being regulated, coal plants are not able to survive.

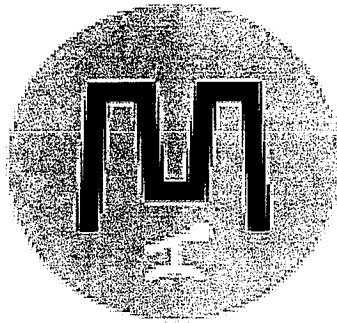
There is likewise an economic question as to the viability of natural gas in the long term. Most new generation plants are now natural gas fueled. Forecasts guarantee a stable supply of gas for decades. However, as we know through simple supply and demand economics, that with higher demand due to the discouragement of new coal fired plants, the price of natural gas has the potential to rise dramatically. This is a risk that California is willing to take. Unfortunately, the Utah entities are also subject to these major changes in the power industry.

A complete dismantling of the plant would severely impact central Utah, Delta City, Price and all points in-between. Therefore, all participants are pledging to mitigate this issue if at all possible. If coal can't be the fuel, the next best alternative is natural gas. A shift in the state economy would be required, but the central Utah economy cannot avoid major transformation due to the industry trends. It is uncertain to what extent this fuel change will play on local economies, but again, the changes are unavoidable.

## Summary

Again, to summarize the issue, the IPA plants will run as normal until 2027. All current agreements will remain in effect. The California entities, because of state law, can no longer bring coal fired power into their state. Unless the plant changes fuel sources to natural gas, the California entities will be unable to stay in IPA after 2027. The Utah entities will need to agree to the change of the power source as well as the decrease the capacity of the plant from 1,800 mW to 1,200 mW in order to obtain help from the California entities with the dismantling costs. The Utah entities have to sign the 2<sup>nd</sup> Amendatory Power Sales Agreement in order to allow California to proceed with the plant repowering. Murray and the other Utah cities will be allowed to sign onto Renewal Power Sales and Excess Power Sales Agreements under similar provisions as those currently in place. The key change in the Excess Power Sales Agreement is that when Murray calls back power from IPP after 2027, it has to permanently keep the capacity. The renewal agreements will be in effect through 2077. The City Council will need to pass a resolution allowing the City to enter into these amendatory and renewal agreements, as IPA is an interlocal agency.

In the October 2, 2012 COW meeting, IPA General Manager Jim Hewlett will attend to make a presentation. He will be able to entertain questions from the Council and discuss this matter in greater detail. Of course, staff will also keep the Council and PAB aware of this important situation.



**MURRAY**  
CITY COUNCIL

# Discussion Item #2

# Murray City Municipal Council

## Request for Council Action

**INSTRUCTIONS:** The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda.)

UTOPIA DISCUSSION

2. **KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)

FINANCIALLY SUSTAINABLE

3. **MEETING, DATE & ACTION:** (Check all that apply)

\_\_\_ Council Meeting OR ☒ Committee of the Whole

☒ Date requested    October 2, 2012

☒ Discussion Only

\_\_\_ Ordinance (attach copy)

Has the Attorney reviewed the attached copy?    \_\_\_

\_\_\_ Resolution (attach copy)

Has the Attorney reviewed the attached copy?    \_\_\_

\_\_\_ Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy?    \_\_\_

\_\_\_ Appeal (explain) \_\_\_\_\_

\_\_\_ Other (explain) \_\_\_\_\_

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)

TO BE DISCUSSED

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)

6. **REQUESTOR:**

Name: JIM BRASS

Presenter: JIM BRASS

Agency:

Date: Sept. 21, 2012

Title: COUNCIL CHAIR

Title: COUNCIL CHAIR

Phone:

Time:

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director: \_\_\_\_\_

Date: \_\_\_\_\_

Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

8. **COUNCIL STAFF:** (For Council use only)

Number of pages: \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Recommendation: \_\_\_\_\_

9. **NOTES:**

# Adjournment

# Council Meeting

6:30 p.m.

Call to Order

Opening Ceremonies:

Pledge of Allegiance

# Council Minutes

**Murray City Municipal Council  
Chambers  
Murray City, Utah**

---

DRAFT

**T**he Municipal Council of Murray City, Utah, met on Tuesday, the 21<sup>st</sup> day of August, 2012 at 6:30 p.m., for a meeting held in the Murray City Council Chambers, 5025 South State Street, Murray, Utah.

Roll Call consisted of the following:

Jim Brass,	Council Chair
Brett Hales,	Council Member
Darren Stam,	Council Member
Jared Shaver,	Council Member - Excused
Dave Nicponski,	Council Member - Conducted

Others who attended:

Daniel Snarr,	Mayor
Jan Wells,	Chief of Staff
Jennifer Kennedy,	City Recorder
Frank Nakamura,	City Attorney
Pete Fondaco,	Police Chief
Tim Tingey,	Administrative & Developmental Services
Gil Rodriguez,	Fire Chief
Justin Zollinger,	Finance Director
Michael Williams,	Murray City Justice Court
Scouts	
Citizens	

**5. OPENING CEREMONIES**

5.1 Pledge of Allegiance – Scout from Troop #1487

5.2 Mr. Nicponski stated that there is a tradition in Murray to have the Scouts in attendance stand and introduce themselves, their Scout Leaders and which Merit Badges they are working on. The Scouts introduced themselves.

5.3 Approval of Minutes.

None scheduled.

6. **CITIZEN COMMENTS** (Comments are limited to 3 minutes unless otherwise approved by the Council.)

Ronald Fowlks, 6800 Jefferson Street, Murray, Utah

Mr. Fowlks lives at the end of Jefferson Street and would like to see the street opened up into Midvale. This is a concern that he would like to put to the Council, and knows that there may be opposition to it but he has spoken to a lot of people that are in favor of it, both for safety and convenience reasons. With all of the construction on State Street and 6400 South, it has been a real hassle at times for them to get out of that little corner that they are in.

Mr. Fowlks is an owner and retired member of Allied Fence Company, which has been doing business in Murray for years. He is very concerned about getting this street opened up. He was very disappointed when they closed it in the first place some 30 years ago. There are ways to control the traffic there, such as putting in an all-way stop sign at Lester and Jefferson which would stop the traffic at the middle point. He hopes that the Council will consider this.

**Citizen comment closed**

7. **CONSENT AGENDA**

7.1 **Consider approval of the Mayor's appointment of Lew Wood to the Murray Power Advisory Board in At-Large position for a three year term to expire June 01, 2015.**

Mr. Hales made a motion to approve the confirmation.  
Mr. Brass 2<sup>nd</sup> the motion.

Mr. Stam expressed his concern that one of the items in the Strategic Plan is to have informed, engaged citizens, which means that there are several

citizens. Mr. Stam asked if there were others who have not had the opportunity who may want to have it. He understands and appreciates that Mr. Wood has served for 17 years, which is a long time and it gives Mr. Wood a lot of experience and expertise that can help. The ordinance was changed to allow reappointments but Mr. Stam would have liked to have a little more time to verify if someone else wanted to be a part of the Power Advisory Board. If this had come back to Mr. Stam in a month or so, he would have been happier to approve this. Mr. Stam said that this was in no way meant to offend, but he would deny this motion.

Call vote recorded by Jennifer Kennedy.

  N   Mr. Stam  
  A   Mr. Brass  
  A   Mr. Hales  
  A   Mr. Nicponski

Motion passed 3-1

## 8. **PUBLIC HEARINGS**

### 8.1 Staff and sponsor presentations, and public comment prior to Council action on the following matter:

**Consider a Resolution appropriating funds to State & Vine, LLC pursuant to Section 10-8-2 of the Utah Code.**

Staff presentation: Tim Tingey, Administrative & Development Services Director

Mr. Tingey said that this item relates to the Downtown Benefit Cost Study that has been conducted, as well as a development agreement that the city is looking at entering into between the City and State & Vine, LLC for development of a hotel and retail facility on the corner of State and Vine Streets. The hotel will be a minimum of 100 rooms and 7000 square feet of commercial space. The City's involvement would be in the form of participation in some public improvements relating to the site including relocation of power lines, acquisition of some right-of-way area to allow for additional space for ingress/egress for the public and enhancements to the right-of-way along the site which would include access elements relating to the development.

Based upon this, if the City is going to move forward and utilize funding for these types of improvements, it is important per State Code that an independent study occurs and it needs to analyze the net value received by the City as part of participation with this agreement. Among other things, the purpose of this report is to evaluate the need for public participation in the downtown project which will create and intensely

revitalization, promote health, safety, prosperity, moral well-being, peace, order, comfort, and convenience of the inhabitants of the community. That is quoting directly from the State Code on the requirements of having an independent study conducted.

Mr. Tingey said that Zions provided that independent study. They were hired to evaluate this proposal, evaluate the economic benefits related to what it states in State Code and they outlined a number of direct and indirect economic benefits. This type of development and the use of public funds to assist with public improvements associated with this development would increase real property tax revenues, land and buildings. It would increase personal property tax revenues, increase sales tax revenue, transient room tax revenue and increase municipal energy franchise tax revenues. Indirect benefits, as outlined in the study are: patrons of the hotel would likely shop and eat in Murray, eat in restaurants and take advantage of entertainment options. Employees of the hotel, as well as office and retail employees located within the hotel, would make additional purchases in the city and there could be complimentary developments such as restaurants which could occur near the hotel site.

Mr. Tingey introduced Alex Buxton of Zions Bank and Susie Becker, who did the primary work in the study. They are in attendance and can answer any questions. Based on this study and the direct and indirect benefits, staff is recommending approval of an attached Resolution approving the public investment and entering into this agreement with State & Vine LLC.

**Public Hearing opened for public comment.**

None given.

**Public Comment Closed**

**8.1.2 Council Consideration of the above matter.**

Mr. Brass made a motion to adopt the Ordinance.  
Mr. Stam 2<sup>nd</sup> the motion.

Call vote recorded by Jennifer Kennedy.

  A   Mr. Stam  
  A   Mr. Brass  
  A   Mr. Hales  
  A   Mr. Nicponski

Motion passed 4-0

9. **UNFINISHED BUSINESS**

None scheduled.

10. **NEW BUSINESS**

10.1 **Consider a Resolution authorizing the execution of an Interlocal Cooperation Agreement between the Salt Lake County Sheriff's Office and Murray City for prisoner transportation to and from the Murray City Municipal Justice Court.**

Staff presentation: Michael Williams, Murray City Justice Court

Mr. Williams stated that in May, the Legislature made some amendments to some bills saying that we had to enter into an agreement with either a jail or constable agency in order to transport people from the jail to the court. Currently, we transport about 1,700 people per year from the jail to our court. We had a 'Gentlemen's Agreement' contract with the Salt Lake County Constable's Office since the court opened. The jail offers the same service, which they would like to enter an agreement with, for safety and security reasons. It would offer a better transport flow. They are better able to know what the person is in jail for, over and above what our charges are and what we can find out at times. There are times when we get someone transported from the jail that we really don't want in our court. It is far too much of a security risk.

Mr. Williams contacted the County Jail and spoke with Lt. Kirkwright, who put him in contact with the County. Mr. Farnsworth of the Murray City Attorney's Office drew up this plan and has been in contact with the County. The jail has been out to review the court to see what we have, and Mr. Williams feels that this Interlocal Agreement would be in the best interest of the court and of the City.

Mr. Nicponski asked Mr. Williams to elaborate on the comment he made regarding there being some people we don't want in our court.

Mr. Williams explained that there are some people who get arrested who may have been arrested, not only on our warrant, but may be in jail for attempted murder or other things far and above our charges of DUI or domestic violence. The jail will tell people if someone is going to court whereas Murray has put a blanket on it and will not let people know if someone is going on a transport. Since the jail does let people know and we are on what is called an 'exchange network' with the court system, it is no longer a secret who will be transported to court. It is not in our interest to have someone who is a gang member who may have attempted murder charges pending be transported to our court. We do not have the security that the District Court has. We have two bailiffs and the police who will send additional people up for security, but that is a hit or miss situation.

Mr. Nicponski asked if the transport agent stays at the site or if they drop the prisoner off and then come back to pick them up.

Mr. Williams stated that because of the numbers that they have, they have a full van every morning and afternoon, the agents will stay. Their original plan was to drop off the prisoners and then return, but as the court is able to get them in and out within an hour, the jail will wait for them.

Mr. Nicponski asked if these are certified deputies who will be staying and transporting the prisoners.

Mr. Williams said that is correct. These are Salt Lake County deputies, whereas the Constable's Office hires people who are working towards their certification.

Mr. Stam made a motion to adopt the Ordinance.

Mr. Hales 2<sup>nd</sup> the motion.

Call vote recorded by Jennifer Kennedy.

A Mr. Stam  
A Mr. Brass  
A Mr. Hales  
A Mr. Nicponski

Motion passed 4-0

## 11. MAYOR

### 11.1 Mayor's Report

Mayor Snarr said that Jefferson Street should really be looked at. This would create a better traffic flow, as Mr. Fowlks stated. People are constantly complaining about the delays on State Street and he feels that this is no different than the changes made to connect Main Street to Cottonwood Street. If you go down there you will see where the fence is at Jefferson and it is not a major deal to make that road work again.

Mayor Snarr reminded everyone of Larry Millers grand-opening on August 27, 2012 at the Honda Dealership. It will open at 11:30 to grab a bite to eat and the program will begin at 1:30. They are very excited about this opening; the reason it was delayed was because they needed to coordinate with Honda of North America to get their representatives in.

Mayor Snarr met today with the remediation company who is doing the environmental remediation on the New Concept Furniture building. They said if they stayed late tonight they would finish tonight, otherwise it would be finished tomorrow morning. The asbestos and other contaminants will be removed and then it is just a matter of time for them to draw the permit for the demolition. There have been some issues with costs which have escalated because Marriot has specific requirements on how they want the new Residence Inn to be built and they are working to find some additional financing for the project. They are still working with the school district on getting the ingresses and egresses to match for the new school entrances and for the Marriot. He wants this to be right. Mayor Snarr has met with the Engineering Department to get this project to work for the safety of the residents, students, parents and visitors.

Mayor Snarr said that the carwash is officially closed as of today. The trees will be gone next week and the city will soon have a beautiful new Chick-Fil-A. It is expected that the restaurant will be built in the next four months or so.

Mayor Snarr spoke extensively with Richard Tranter of the Murray School District and the Mayor is really worried about making sure everything is done correctly so that they can vacate the road in a timely manner. Mr. Tranter assured him that they are going to go forward full steam ahead to make sure the work is done. Mr. Stokes of the Murray Engineering Department said that they have given them a check-list of all the things that need to be taken care of and hopefully sometime in January or February, the new school will be under construction with the demolitions of what is there.

Mayor Snarr added that Main Street is now open over the Big Cottonwood Creek. They had to repaint it. Mayor Snarr said he will be writing an article next week about how much it is costing us to address the graffiti problem here in Murray. It is hundreds of man-hours per month now and this really bothers him. We need to find a way to get the citizens to become more vigilant in watching for this. Graffiti is not representative of the city in which we live.

Mayor Snarr said that the best fireworks in the history of Murray were on Saturday night at the World Series. This display blew away the city's 4<sup>th</sup> of July fireworks. It is exciting that we are able to host this and he thanked those involved including Mr. Stam, Mr. Hales, Mr. Sorenson, the city departments and all others who are involved in this for doing such a wonderful job. The fact that they were asked to host this again speaks highly of the venue that we offer as well as the warmth and welcome that they receive from the host families and our employees. The governor will be at the game tomorrow night to throw out the first ball at 8:00.

Mr. Stam announced that at this time, Murray is ahead and hopefully can keep the lead. He also said that through special arrangements, there would be another fireworks display on Friday night after the last game.

Mayor Snarr said that the city did receive a very good deal. Many cities had purchased fireworks, but because of the ban from Coalville to other areas, they were unable to use them and wanted to unload them prior to next season.

Mayor Snarr is excited about all the changes and progress that the city is making and his hat is off to all of those who work with him. Novasource is a great company to work with and this is an exciting development which will really start the downtown revitalization of that critical corridor in our city.

Mr. Stam added that the World Series has been so impressed with Murray that they are talking about offering the City another one, which is unheard of. It has been taxing on the volunteers this time and it was a little harder this time to get volunteers to sign on, but it is very unusual for them to consider offering the city this opportunity.

Mayor Snarr asked Jason to stand up, saying that the city has worked hard to develop areas and bring back those areas that have been significantly challenged. Jason has been coming to many of the meetings and the Mayor has taken him around the city to see what is happening in Murray. The Mayor feels that Jason now has a better understanding of different issues such as traffic impact at the hotel site versus what is already there and other issues. The Mayor's personal opinion is that the height was something that they were concerned with, but it is absolutely beautiful and will value back to that area. The hospital is very excited about this project. They were contemplating doing one of their own but decided they needed the land resources for other development and are going to be very supportive of both hotels. Mayor Snarr thanked Jason for taking the time to come to these meetings.

#### **11.2 Questions of the Mayor**

None.

#### **12. ADJOURNMENT**

# Special Recognition #1

# Murray City Municipal Council

## Request for Council Action

**INSTRUCTIONS:** The City Council considers new business items each Tuesday in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 107, no later than 5:00 p.m. on the Tuesday one week before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages.

1. **TITLE:** (State how it is to be listed on the agenda)  
**Consider a Special Recognition of "The Award of Merit" from the Utah Safety Council to Murray City - for outstanding achievements in Corporate Safety Programs**

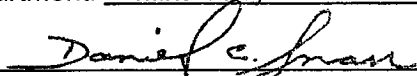
2. **ACTION REQUESTED:** (Check all that apply)
- ☐ Discussion Only
- ☐ Ordinance (attach copy) Has the Attorney reviewed the attached copy? ☐
- ☐ Resolution (attach copy) Has the Attorney reviewed the attached copy? ☐
- ☐ Public Hearing (attach copy of legal notice) Has the Attorney reviewed the attached copy? ☐
- ☐ Appeal (explain)
- ☒ Other (explain) **Special Recognition to Murray City - for approximately 5 minutes**

3. **WHEN REQUESTED:** (Explain when action on this proposal is needed by and why)  
**October 2<sup>nd</sup> 2012**

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)  
**None**

5. **RELATED DOCUMENTS:** (Describe all minutes, exhibits, maps, plats, etc., accompanying this proposal and whether or not each is attached)  
**Memo from Mike Terry**

6. **REQUESTOR:**
- |   |   |
|---|---|
| Name: <u>Mike Terry</u>                     | Title: <u>H.R. Director</u>               |
| Presenter: <u>Glen Sidwell</u>              | Title: <u>Health &amp; Safety Manager</u> |
| Agency: <u>Utah Safety Council</u>          | Phone: <u>801-264-2658</u>                |
| Date: <u>September 19<sup>th</sup> 2012</u> | Time: _____                               |

7. **APPROVALS:** (If submitted by city personnel, the following signatures are required, and indicate (1) each has reviewed and approved the proposal, (2) all preparatory steps have been completed, and (3) the item is ready for Council action)
- Head of Department: Mike Terry Date: September 19<sup>th</sup> 2012
- Mayor:  Date: September 19<sup>th</sup> 2012

8. **COUNCIL STAFF:** (For Council use only)
- Number of pages \_\_\_\_\_ Number of copies submitted \_\_\_\_\_
- Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_
- Recommendation: \_\_\_\_\_

9. **NOTES:**

Glen Sidwell will present this award to the Mayor & City Council and answer any questions



**MURRAY CITY CORPORATION  
HUMAN RESOURCES**

Daniel C. Snarr, Mayor

Mike Terry, Director

801-264-2656 FAX 801-264-2625

# MEMO

**To:** Murray Municipal Council Members  
**From:** Mike Terry  
**Subject:** The Award of Merit  
**Date:** September 18, 2012

On Friday, September 7<sup>th</sup>, our Health & Safety Manager Glen Sidwell represented the City at a ceremony held downtown and was presented with "The Award of Merit" by the Utah Safety Council.

The Award of Merit recognizes outstanding achievements in corporate safety programs. To be considered for the award an organization's workplace injury incident rate must be lower than the national average for the industry, must demonstrate continuous improvement or sustained levels of excellence, and must have essential elements of a safety program in place.

Murray City has received this award three years in a row, and a total of four times overall. In 2011 our employees worked 847,596 hours, had 21 recordable injuries, and only 2 that involved days away from work.

Glen Sidwell will presenting this award, and will answer any questions that you may have.

c.c. Mayor Dan Snarr  
Jan Wells  
Glen Sidwell

# Special Recognition #2

# Murray City Municipal Council

## Request for Council Action

**INSTRUCTIONS:** The City Council considers new business items each Tuesday in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 107, no later than 5:00 p.m. on the Tuesday one week before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages.

1. **TITLE:** (State how it is to be listed on the agenda)  
**CONSIDER A JOINT RESOLUTION OF THE MAYOR AND THE MUNICIPAL COUNCIL OF MURRAY CITY, UTAH DECLARING OCTOBER 7<sup>th</sup>- 13<sup>th</sup> 2012 AS FIRE PREVENTION WEEK**

2. **ACTION REQUESTED:** (Check all that apply)  
☐ Discussion Only  
☐ Ordinance (attach copy)  
Has the Attorney reviewed the attached copy? ☐  
☒ Resolution (attach copy)  
Has the Attorney reviewed the attached copy? Yes  
☐ Public Hearing (attach copy of legal notice)  
Has the Attorney reviewed the attached copy? ☐  
☐ Appeal (explain) \_\_\_\_\_  
☒ Other (explain) Special Recognition through Joint Resolution

3. **WHEN REQUESTED:** (Explain when action on this proposal is needed by and why)  
October 2<sup>nd</sup> 2012

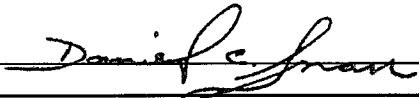
4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)  
N/A

5. **RELATED DOCUMENTS:** (Describe all minutes, exhibits, maps, plats, etc., accompanying this proposal and whether or not each is attached)  
Joint Resolution Attached

6. **REQUESTOR:**  
Name: Phil Roberts Title: Fire Marshal  
Presenter: Phil Roberts Title: Fire Marshal  
Agency: MC Fire Department Phone: 262-2776  
Date: September 19<sup>th</sup> 2012 Time: \_\_\_\_\_

7. **APPROVALS:** (If submitted by city personnel, the following signatures are required, and indicate (1) each has reviewed and approved the proposal, (2) all preparatory steps have been completed, and (3) the item is ready for Council action)

Head of Department: Gil Rodriguez Date: September 19<sup>th</sup> 2012

Mayor:  Date: September 19<sup>th</sup> 2012

8. **COUNCIL STAFF:** (For Council use only)  
Number of pages \_\_\_\_\_ Number of copies submitted \_\_\_\_\_  
Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Recommendation: \_\_\_\_\_

9. **NOTES:**

Phil Roberts, Fire Marshall, will receive the Joint Resolution and speak briefly

JOINT RESOLUTION OF THE MAYOR AND  
MUNICIPAL COUNCIL OF MURRAY CITY, UTAH  
DECLARING  
**OCTOBER 7<sup>th</sup> - 13<sup>th</sup> 2012**  
AS  
**FIRE PREVENTION WEEK**

- WHEREAS,** Public Safety is a top priority in the City of Murray; and
- WHEREAS,** safety from fire is important both to citizens and local firefighters, who put their lives on the line with every response to fire; and
- WHEREAS,** residents of Murray City must take action to protect themselves from serious burn injuries; and
- WHEREAS,** awareness of simple safety practices can help lower our local fire death and injury rates; and
- WHEREAS,** practicing simple actions may be all it takes to prevent devastating burn injuries; and
- WHEREAS,** the City of Murray is joining the NFPA (National Fire Protection Association) in teaching lifesaving messages in conjunction with Fire Prevention Week; and
- WHEREAS,** the Fire Prevention Week 2012 theme: "Have 2 Ways Out" is all about planning a head to keep you, your family and your community safer from fire; and
- NOW, THEREFORE, WE,** the Mayor and Murray City Municipal Council, do hereby declare the week of

**October 7<sup>th</sup> - 13<sup>th</sup> 2012**  
as  
**Fire Prevention Week**

which is also commemorated across North America and supported by the Public Safety efforts of the Fire Departments, Schools and other safety advocates, in conjunction with the NFPA.

We call upon the people of Murray City to remember and implement the Fire Prevention Week 2012 theme: "Have 2 Ways Out" and urge all citizens to heed the NFPA and Murray City Fire Department's advice to prevent burn injuries, as well as keeping homes safe from the leading causes of home fires.

**PASSED, APPROVED AND ADOPTED** this 2<sup>nd</sup> day of **October**, in the year **2012**.

**MURRAY CITY CORPORATION**

\_\_\_\_\_  
Daniel C. Snarr, Mayor

**ATTEST:**

\_\_\_\_\_  
Jennifer Kennedy, City Recorder

**MURRAY CITY MUNICIPAL COUNCIL**

\_\_\_\_\_  
James A. Brass, District 3 Chair,

\_\_\_\_\_  
Dave Nicponski, District 1

\_\_\_\_\_  
Darren V. Stam, District 2

\_\_\_\_\_  
Jared A. Shaver, District 4

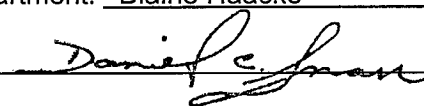
\_\_\_\_\_  
Brett A. Hales, District 5

# Special Recognition #3

# Murray City Municipal Council

## Request for Council Action

**INSTRUCTIONS:** The City Council considers new business items each Tuesday in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 107, no later than 5:00 p.m. on the Tuesday one week before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages.

1. **TITLE:** (State how it is to be listed on the agenda)  
Murray City's 28<sup>th</sup> Annual Beautification Awards Program for 2012
2. **MEETING, DATE & ACTION:** (Check all that apply)  
☐ Council Meeting OR ☐ Committee of the Whole  
☐ Date Requested October 2<sup>nd</sup> 2012  
☐ Discussion Only  
☐ Ordinance (attach copy)  
Has the Attorney reviewed the attached copy? ☐  
☐ Resolution (attach copy)  
Has the Attorney reviewed the attached copy? ☐  
☐ Public Hearing (attach copy of legal notice)  
Has the Attorney reviewed the attached copy? ☐  
☐ Appeal (explain) \_\_\_\_\_  
☒ Other (explain) Special Recognition of Residential and Business Award Winners by Jim Hendrickson and the Shade Tree and Beautification Commission with Special Recognition by Mayor Snarr
3. **ATTENDING POLICY:** (This section is not required until the City-wide Strategic Plan is completed-toward the end of 2011) Please Explain request relates to city-wide policy)
4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)  
N/A
4. **RELATED DOCUMENTS:** (Describe all minutes, exhibits, maps, plats, etc., accompanying this proposal and whether or not each is attached)  
Letter to Mayor from Shade Tree and Beautification Commission Chair, Jim Hendrickson and a list of the winners
6. **REQUESTOR:**  
Name: Bruce Turner Title: Operations Manager and Forestry  
Presenter: Jim Hendrickson Title: Shade Tree Commission Chairman  
Agency: Murray City Power Department Phone: 264-2703  
Date: September 19<sup>th</sup> 2012 Time: \_\_\_\_\_
5. **APPROVALS:** (If submitted by City personnel, the following signatures are required, and indicate (1) each has reviewed and approved the proposal, (2) all preparatory steps have been completed, and (3) the item is ready for Council action)  
Head of Department: Blaine Haacke Date: September 19<sup>th</sup> 2012  
Mayor:  Date: September 19<sup>th</sup> 2012
8. **COUNCIL STAFF:** (For Council use only)  
Number of pages \_\_\_\_\_ Number of copies submitted \_\_\_\_\_  
Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Recommendation: \_\_\_\_\_
9. **NOTES:**  
Members of the Shade Tree and Beautification Commission, Jim Hendrickson, Chairman, and Mayor Snarr will make the presentation of awards



MURRAY CITY CORPORATION  
CITY POWER

Daniel C. Snarr, Mayor  
Blaine Haacke, General Manager  
801-264-2730 FAX 801-264-2731

September 12, 2012

Mayor Dan Snarr  
Murray City Hall  
5025 S. State Street  
Murray UT 84107

Dear Mayor Snarr:

The Shade Tree and Beautification Commission would like to ask you to participate in this year's annual Beautification Awards program.

We would like you to present the Mayor's awards to each winner in the four different project classes. Please find attached a list of the 2012 Beautification Award winners. The awards will be presented on Tuesday, October 2nd, during the City Council meeting.

From all of us on the Shade Tree and Beautification Commission, thank you for helping and participating in our annual event.

Sincerely,

Jim Hendrickson  
Shade Tree & Beautification Commission

JH:kr

Attachment

**2012  
MURRAY CITY  
BEAUTIFICATION AWARD WINNERS**

**Mayor Award Winners:**

**Commercial Premises - Costco**

**5201 s. International Dr.  
Murray Ut, 84107  
801-290-4200**

**Multi-Family - Monte Cristo HOA**

**6350 s. Highland Dr.  
Murray Ut, 84121  
Attn: Annette Hibbard  
801-277-4678**

**Single Family - Hansen Residence**

**5837 s. Majestic Pine Dr.  
Murray, Ut. 84107  
Attn: Alma or Karen  
801-262-4795**

**Xeriscape Residence - King Residence**

**6247 s. Turpin St.  
Murray, Utah 84107  
Attn: Ron or Angie  
801-243-3254**

**District Winners:**

**Dist #1 - Snarr Residence**  
5223 s. Spring Clover Dr.  
Murray Ut, 84123  
801-268-6055

**Dist #2 - Lambourne Residence**  
326 e. 6240 s.  
Murray Ut, 84107  
801-673-8315

**Dist #3 - Wilde Residence**  
564 e. Spruce Glen Dr.  
Murray, Ut. 84107  
801-293-9453

**Dist #4 - Farr Residence**  
5364 s. Avalon Dr.  
Murray, Ut. 84107  
801-264-9947

**Dist #5 - Brown Residence**  
6100 s. Glen Oaks St.  
Murray, Ut. 84107  
801-266-8013

**2012**  
**MURRAY CITY**  
**BEAUTIFICATION AWARD WINNERS**

**Mayor Award Winners:**

**Commercial Premises - Costco**

5201 s. International Dr.  
Murray Ut, 84107  
801-290-4200

**Multi-Family - Monte Cristo HOA**

6350 s. Highland Dr.  
Murray Ut, 84121  
Attn: Annette Hibbard  
801-277-4678

**Single Family - Hansen Residence**

5837 s. Majestic Pine Dr.  
Murray, Ut. 84107  
Attn: Alma or Karen  
801-262-4795

**Xeriscape Residence - King Residence**

6247 s. Turpin St.  
Murray, Utah 84107  
Attn: Ron or Angie  
801-243-3254

**District Winners:**

**Dist #1 - Snarr Residence**  
5223 s. Spring Clover Dr.  
Murray Ut, 84123  
801-268-6055

**Dist #2 - Lambourne Residence**  
326 e. 6240 s.  
Murray Ut, 84107  
801-673-8315

**Dist #3 - Wilde Residence**  
564 e. Spruce Glen Dr.  
Murray, Ut. 84107  
801-293-9453

**Dist #4 - Farr Residence**  
5364 s. Avalon Dr.  
Murray, Ut. 84107  
801-264-9947

**Dist #5 - Brown Residence**  
6100 s. Glen Oaks St.  
Murray, Ut. 84107  
801-266-8013

# Citizen Comments

Limited to three minutes, unless otherwise approved by the Council.

# Public Hearing #1

# Murray City Municipal Council

## Request for Council Action

**INSTRUCTIONS:** The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda.)

CONSIDER AN ORDINANCE AMENDING SECTION 13.08.050 OF THE MURRAY CITY MUNICIPAL CODE AMENDING THE WATER CONNECTION IMPACT FEE SCHEDULE.

2. **KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)

FINANCIALLY SUSTAINABLE; WELL MAINTAINED, PLANNED AND PROTECTED INFRASTRUCTURE AND ASSETS

3. **MEETING, DATE & ACTION:** (Check all that apply)

☒ Council Meeting OR ☐ Committee of the Whole

☒ Date requested OCTOBER 2, 2012

☐ Discussion Only

☒ Ordinance (attach copy)

Has the Attorney reviewed the attached copy? YES

☐ Resolution (attach copy)

Has the Attorney reviewed the attached copy?       

☐ Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy?       

☐ Appeal (explain)       

☐ Other (explain)       

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)

THE PROPOSED RATE INCREASE WILL BRING IN ADDITIONAL REVENUE TO THE WATER FUND PER THE 2012 STORM WATER RATE STUDY

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)

MEMO, ORDINANCE

6. **REQUESTOR:**

Name: DOUG HILL Title: PUBLIC SERVICES DIRECTOR

Presenter: DOUG HILL Title: PUBLIC SERVICES DIRRECTOR

Agency: MURRAY CITY Phone: 801-270-2404

Date: SEPTEMBER 18, 2012 Time:       

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director:  Date: 9/18/12

Mayor:  Date: 9/19/12

8. **COUNCIL STAFF:** (For Council use only)

Number of pages:        Received by:        Date:        Time:       

Recommendation:       

9. **NOTES:**



# MEMO

**To:** Mayor Daniel C. Snarr  
**From:** Doug Hill, Public Services Director  
**Cc:** Jan Wells, Chief of Staff  
Justin Zollinger, Finance Director  
Tim Tingey, ADS Director  
**Date:** September 18, 2012  
**Subject:** Water and Storm Water Fee Ordinances

---

Attached are amendments to the water and storm water fee Ordinances. These changes were recommended in the respective fee studies completed by Shaun Pigott and Associates and subsequently adopted by the Murray City Municipal Council. Listed below is a summary of these changes:

- Change the methodology by which water impact fees are calculated to be consistent with industry standards. The new method will use meter size rather than equivalent dwelling units (EDU). The impact fee for residential homes will remain the same and will decrease for larger buildings over existing rates.
- Implement a storm water rate increase in fiscal years 2014 and 2018. The increase will be \$.50 cents and \$.60 cents respectively.
- Change the methodology by which impact fees are calculated to be consistent with industry standards. The new method will use impervious areas rather than distance from water body. In most cases the fee will remain the same or increase slightly over existing rates.
- Make technical changes or remove duplicative language.
- Proposed changes, if approved, will take effect 90 days from when the Ordinance is adopted.

I am requesting that this be presented to the City Council for their consideration. Please let me know if you have questions or concerns.

MURRAY CITY  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 2<sup>nd</sup> day of October, 2012, at the hour of 6:30 p.m. in the Council Chambers of the Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing to receive public comment on and pertaining to considering an ordinance amending and the City's Water impact fees pursuant to a 2012 Water Rate & Impact Fee Study.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MURRAY CITY CORPORATION

\_\_\_\_\_  
Jennifer Kennedy  
City Recorder

Publication Date: \_\_\_\_\_

Public Notice Website  
Murray Website  
9.12.12

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 13.08.050 OF THE MURRAY CITY MUNICIPAL CODE AMENDING THE WATER CONNECTION IMPACT FEE SCHEDULE

BACKGROUND

Impact Fees allow the City to assess new development for the facilities it requires and from which it benefits. The fees are one-time payments that tie costs to responsible parties by establishing a direct relationship between the demands placed on services by new development. The Impact Fee Act, Utah Code Annotated 11-36-201 et seq., provides that impact fees be used for construction or repayment of new or expanded capital facilities and are not allowed to make up deficiencies or pay for operations and maintenance.

The 2012 Water Rate and Impact Fee Study, completed by Shaun Pigott and Associates, identifies the recommended impact fees for water facilities within Murray City. It is recommended that Impact fees will be assessed for all new construction within the City for the purpose of providing adequate water system infrastructure capacity needed to meet demand from new development. The fees should be charged on a city-wide basis.

RECITALS

In compliance with the Impact Fee Act, Utah Code Annotated section 11-36-201 et seq., the City provided the required notices of the impact fee process as follows:

1. In August, 2011, the City posted on the Utah State Public Notice Website a Notice of Intent to Prepare a Capital Facilities Plan and a Notice of Intent to Prepare a Written Impact Fee Analysis.
2. In July 2012, the finalized Water Rate and Impact Fee Study ("Study") was submitted to the City Public Services Department.
3. On September 12, 2012, a copy of the Proposed Ordinance was posted on the Utah State Public Notice Website.
4. On September 12, 2012 copies of both the Study and Proposed Impact Fee Ordinance ("Proposed Ordinance") were made available to the public for review by being placed in the Murray City Library.
5. On September 12, 2012, a Notice of Public Hearing on the Proposed Ordinance was posted on the Utah State Public Notice Website.
6. The Notice of Public Hearing was posted on the City website on September 12, 2012

7. On September 12, 2012, copies of the Notice of Public Hearing were mailed via certified mail, return receipt, to the registered agents of the Home Builders Association of the State of Utah, the Utah Association of Realtors, and the Associated General Contractors of America, Utah Chapter.
8. The Notice of Public Hearing was published in the Salt Lake Tribune on September 15, 2012.
9. A Public Hearing on the proposed ordinance was held on October 2, 2012.

WHEREFORE, having thus complied with the notice requirements for the implementation or amending of impact fees:

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1. Purpose.* The purpose of this section is to amend section 13.08.050 of the Murray City Municipal Code amending the water connection impact fee schedule based upon the water rate and impact fee study and analysis.

*Section 2. Amend section 13.08.050 of the Murray City Municipal Code.* Section 13.08.050 of the Murray City Municipal Code shall be amended to read as follows:

**13.08.050: WATER CONNECTION IMPACT FEES:**

...

F. Water impact fees are computed on an equivalent dwelling unit (EDU), or portion thereof, which is calculated for each applicable land use or type of service, and which fee shall be imposed on all water connections made on or after the effective date hereof, as follows:

<u>User Type</u>	<u>Equivalent Per Dwelling/Unit EDU Percent</u>	<u>Impact Fee Per EDU Unit</u>
Single family dwelling	100%	\$2,677.00
Multiple family dwelling	55%	1,472.00
Hotel/motel	25%	669.00

Rest homes and hospitals	35%	937.00
--------------------------------	-----	--------

The water impact fee for all other uses is the greater of:

4. The following water impact fee shall be based on the water meter size serving the property as follows:

Meter Size (Inches)	Impact Fee
1.0	\$ 2,677.00
1½	5,355,353.00
2.0	8,5658.00
3.0	16,06418,736.00
4.0	26,77432,120.00
6.0	53,54866,916.00
8.0	85,67696,359.00
10.0	133,869155,245.00
12.00	231,262.00

or

2. The fee described in the following table or as otherwise calculated by the building official for unlisted uses as provided herein:

Equivalent Per Impact

Occupant Fee Per

User Type	EDU Percent	EDU Unit
-----------	-------------	----------

Repair or service or facility	\$ 4.00	\$ 107.08
----------------------------------	---------	-----------

Office	3.20	85.66
--------	------	-------

Laundry (per machine)	120.00	3,212.40
-----------------------	--------	----------

Conventional restaurant	2.00	53.54
----------------------------	------	-------

Fast food restaurant	1.30	34.80
Bar and grill	0.64	17.13
Shopping center	0.14	3.75
Indoor theater	0.64	17.13
Church/assembly hall	0.64	17.13
Schools with cafeteria, gym and showers	7.00	187.39

a. All the examples listed above are based on occupant load as calculated in the building code, unless otherwise noted.

b. Laundries will be calculated on a per machine basis.

c. For uses not specifically listed in the foregoing table, the building official shall classify the use to determine the applicable EDU using such sources of information as maximum occupancy data from adopted building codes, industrial statistics, data from generally accepted treatises, water consumption records for similar uses, or any other information which the building official shall select.

...

**Section 3. Effective date.** This Ordinance shall take effect ninety (90) days from the date the Ordinance is passed, approved and adopted.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this \_\_\_\_ day of \_\_\_\_\_, 2012.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
James A. Brass, Chair

ATTEST:

\_\_\_\_\_  
Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Daniel C. Snarr, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance, or a summary hereof, was published  
according to law on the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Jennifer Kennedy, City Recorder

# Public Hearing #2

# Murray City Municipal Council

## Request for Council Action

**INSTRUCTIONS:** The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

**1. TITLE:** (Similar wording will be used on the Council meeting agenda.)

CONSIDER AN ORDINANCE REPEALING CHAPTER 13.20 AND AMENDING SECTIONS 13.48.050 AND 13.48.055 OF THE MURRAY CITY MUNICIPAL CODE AMENDING THE STORM SEWER UTILITY FEE.

**2. KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)

FINANCIALLY SUSTAINABLE; WELL MAINTAINED, PLANNED AND PROTECTED INFRASTRUCTURE AND ASSETS

**3. MEETING, DATE & ACTION:** (Check all that apply)

☒ Council Meeting OR ☐ Committee of the Whole

☒ Date requested OCTOBER 2, 2012

☐ Discussion Only

☒ Ordinance (attach copy)

Has the Attorney reviewed the attached copy? YES

☐ Resolution (attach copy)

Has the Attorney reviewed the attached copy?     

☐ Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy?     

☐ Appeal (explain)     

☐ Other (explain)     

**4. FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)

THE PROPOSED RATE INCREASE WILL BRING IN ADDITIONAL REVENUE TO THE STORM WATER FUND PER THE 2012 STORM WATER RATE STUDY

**5. RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)

MEMO, ORDINANCE

**6. REQUESTOR:**

Name: DOUG HILL

Title: PUBLIC SERVICES DIRECTOR

Presenter: DOUG HILL

Title: PUBLIC SERVICES DIRRECTOR

Agency: MURRAY CITY

Phone: 801-270-2404

Date: SEPTEMBER 18, 2012

Time:     

**7. APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director: 

Date: 9/18/12

Mayor: 

Date: 9/19/12

**8. COUNCIL STAFF:** (For Council use only)

Number of pages:     

Received by:     

Date:     

Time:     

Recommendation:     

**9. NOTES:**



# MEMO

**To:** Mayor Daniel C. Snarr  
**From:** Doug Hill, Public Services Director  
**Cc:** Jan Wells, Chief of Staff  
Justin Zollinger, Finance Director  
Tim Tingey, ADS Director  
**Date:** September 18, 2012  
**Subject:** Water and Storm Water Fee Ordinances

---

Attached are amendments to the water and storm water fee Ordinances. These changes were recommended in the respective fee studies completed by Shaun Pigott and Associates and subsequently adopted by the Murray City Municipal Council. Listed below is a summary of these changes:

- Change the methodology by which water impact fees are calculated to be consistent with industry standards. The new method will use meter size rather than equivalent dwelling units (EDU). The impact fee for residential homes will remain the same and will decrease for larger buildings over existing rates.
- Implement a storm water rate increase in fiscal years 2014 and 2018. The increase will be \$.50 cents and \$.60 cents respectively.
- Change the methodology by which impact fees are calculated to be consistent with industry standards. The new method will use impervious areas rather than distance from water body. In most cases the fee will remain the same or increase slightly over existing rates.
- Make technical changes or remove duplicative language.
- Proposed changes, if approved, will take effect 90 days from when the Ordinance is adopted.

I am requesting that this be presented to the City Council for their consideration. Please let me know if you have questions or concerns.

MURRAY CITY  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 2<sup>nd</sup> day of October, 2012, at the hour of 6:30 p.m. in the Council Chambers of the Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing to receive public comment on and pertaining to considering an ordinance amending and the City's Storm Water impact fees pursuant to a 2012 Storm Water Rate & Impact Fee Study.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MURRAY CITY CORPORATION

\_\_\_\_\_  
Jennifer Kennedy  
City Recorder

Publication Date: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING CHAPTER 13.20 AND AMENDING SECTIONS  
13.48.050 AND 13.48.055 OF THE MURRAY CITY MUNICIPAL CODE  
AMENDING THE STORM SEWER UTILITY FEE

BACKGROUND

Impact Fees allow the City to assess new development for the facilities it requires and from which it benefits. The fees are one-time payments that tie costs to responsible parties by establishing a direct relationship between the demands placed on services by new development. The Impact Fee Act, Utah Code Annotated 11-36-201 et seq., provides that impact fees be used for construction or repayment of new or expanded capital facilities and are not allowed to make up deficiencies or pay for operations and maintenance.

The 2012 Storm Drainage Rate and Impact Fee Study, completed by Shaun Pigott and Associates, identifies the recommended impact fees for storm sewer facilities within Murray City. It is recommended that Impact fees will be assessed for all new construction within the City for the purpose of providing adequate water system infrastructure capacity needed to meet demand from new development. The fees should be charged on a city-wide basis.

RECITALS

In compliance with the Impact Fee Act, Utah Code Annotated section 11-36-201 et seq., the City provided the required notices of the impact fee process as follows:

1. In August, 2011, the City posted on the Utah State Public Notice Website a Notice of Intent to Prepare a Capital Facilities Plan and a Notice of Intent to Prepare a Written Impact Fee Analysis.
2. In July 2012, the finalized Storm Drainage Rate and Impact Fee Study ("Study") was submitted to the City Public Services Department.
3. On September 12, 2012, a copy of the Proposed Ordinance was posted on the Utah State Public Notice Website.
4. On September 12, 2012 copies of both the Study and Proposed Impact Fee Ordinance ("Proposed Ordinance") were made available to the public for review by being placed in the Murray City Library.
5. On September 12, 2012, a Notice of Public Hearing on the Proposed Ordinance was posted on the Utah State Public Notice Website.

6. The Notice of Public Hearing was posted on the City website on September 12, 2012
7. On September 12, 2012, copies of the Notice of Public Hearing were mailed via certified mail, return receipt, to the registered agents of the Home Builders Association of the State of Utah, the Utah Association of Realtors, and the Associated General Contractors of America, Utah Chapter.
8. The Notice of Public Hearing was published in the Salt Lake Tribune on September 15, 2012.
9. A Public Hearing on the proposed ordinance was held on October 2, 2012.

WHEREFORE, having thus complied with the notice requirements for the implementation or amending of impact fees:

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1. Purpose.* The purpose of this section is to repeal chapter 13.20, and amend sections 13.48.050 and 13.48.055 of the Murray City Municipal Code amending the storm sewer utility fee schedule based upon the Storm Drainage Rate and Impact Fee Study.

*Section 2. Repeal chapter 13.20, and amend sections 13.48.050 and 13.48.055 of the Murray City Municipal Code.* Chapter 13.20 is hereby repealed, and sections 13.48.050 and 13.48.055 of the Murray City Municipal Code shall be amended to read as follows:

**~~Chapter 13.20~~ SURFACE WATER RUNOFF - Repealed**

**13.48.050 STORM SEWER UTILITY FEE:**

...

D. Charge Per ERU: The amount charged for each ERU shall be three dollars fifty five cents (\$3.55) per month. The monthly charge for each ERU shall be as follows on July 1 of each fiscal year:

<u>Fiscal Year</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>Fee</u>	<u>\$3.55</u>	<u>\$4.05</u>	<u>\$4.05</u>	<u>\$4.05</u>	<u>\$4.05</u>	<u>\$4.65</u>

...

**13.48.055 COMPUTATION OF VOLUME STORM SEWER  
IMPACT FEES:**

The Impact Fee for new development shall be \$183.00 for each ERU. The amount of surface water runoff shall be established by using the following tables and formula:

A. Rainfall Factor: The fee shall be assessed on the basis of 4.4 inches of rainfall per hour (which is the accepted 100-year standard). This shall be known as "factor A" in the formula.

B. Area Factor: The rainfall factor shall be multiplied by number of acres in the development or subdivision. This factor shall be known as "factor B" in the formula.

C. Land Use Factor: The result achieved by multiplying factor A and factor B shall be multiplied by the applicable runoff coefficients as follows:

<u>General Land Use Classification</u>	<u>Runoff Coefficients</u>
Residential:	
Single family	0.35
Two family	0.45
Multiple family	0.60
Suburban estates	0.25
Commercial:	
Neighborhood	0.60
General	0.80
Drive-in movies	0.70
Industrial:	
Light	0.60
Heavy	0.80
Agricultural	0.10
Institutional	0.30
Parks and recreations	0.20
Utilities and transportation	0.50
Streets	0.86

Vacant	0.15
--------	------

D. Distance Factor: The result achieved by multiplying factor A times B times C shall be multiplied by the applicable distance coefficient from the following table:

Distance From Outfall Of Development Or Subdivision To Estuary	Runoff Coefficients
0.0 _ 0.2 miles	0.1
0.2 _ 0.4 miles	0.2
0.4 _ 0.6 miles	0.3
0.6 _ 0.8 miles	0.4
0.8 _ 1.0 miles	0.5
1.0 _ 1.2 miles	0.6
1.2 _ 1.4 miles	0.7
1.4 _ 1.6 miles	0.8
1.6 _ 1.8 miles	0.9
1.8 _ 2.0 miles	1.0

E. Estuary Defined: The "estuary" shall be defined as the Jordan River, the Big Cottonwood Creek or the Little Cottonwood Creek.

F. Distance Coefficient: The distance coefficient shall be factor D in the formula.

G. Cubic Feet Per Second: The number of cubic feet per second shall be known as "factor F".

H. Service Fee: The formula for determining the service fee for water runoff and storm drain shall be determined by the following formulas:

$$A \times B \times C \times D = F$$

$$F \times \$1,000.00 = \text{Service fee}$$

**Section 3. Effective date.** This Ordinance shall take effect ninety (90) days from the date the Ordinance is passed, approved and adopted.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal  
Council on this \_\_\_\_ day of \_\_\_\_\_, 2012.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
James A. Brass, Chair

ATTEST:

\_\_\_\_\_  
Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Daniel C. Snarr, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance, or a summary hereof, was published  
according to law on the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

Jennifer Kennedy, City Recorder

# New Business Item #1

# Murray City Municipal Council

## Request for Council Action

**INSTRUCTIONS:** The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

**1. TITLE:** (Similar wording will be used on the Council meeting agenda)

Resolution approving the amendment to Interlocal Cooperation Agreement between the City and Cottonwood Heights City, Draper City, Salt Lake City, Sandy City, South Jordan City, South Salt Lake City, West Jordan City, West Valley City, Unified Police Department, Salt Lake County Sheriff's Office, Granite School District, Utah Transit Authority and the University of Utah regarding the creation and operation of the Valley Police Alliance

**2. MEETING, DATE & ACTION:** (Check all that apply)

☒ Council Meeting OR ☐ Committee of the Whole

☒ Date requested October 2

☐ Discussion Only

☐ Ordinance (attach copy)

Has the Attorney reviewed the attached copy? ☐

☒ Resolution (attach copy)

Has the Attorney reviewed the attached copy? ☒ Yes

☐ Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy? ☐

☐ Appeal (explain) \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

**3. ATTENDING POLICY:** (This Section is not required until after the City-wide Strategic Plan is completed - toward the end of 2011) (Please explain how request relates to city-wide policy)

Responsive and Efficient City Services

**4. FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)

None

**5. RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)

Resolution, Amendment to Interlocal Agreement

**6. REQUESTOR:**

Name: Frank M Nakamura

Title: City Attorney

Presenter: Frank M Nakamura

Title: City Attorney

Agency: Attorney

Phone: 801-264-2640

Date: 09/17/2012

Time: 3:21

**7. APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director: Pete Fondaco

Date: Sept. 18<sup>th</sup> 2012

Mayor: Daniel C. Pratt

Date: Sept. 18<sup>th</sup> 2012

**8. COUNCIL STAFF:** (For Council use only)

Number of pages: \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Recommendation: \_\_\_\_\_

**9. NOTES:**



**MURRAY CITY CORPORATION**  
**CITY ATTORNEY'S OFFICE**

801-264-2640 FAX 801-264-2641

**MEMORANDUM**

**TO:** Murray City Municipal Council

**FROM:** Frank Nakamura, City Attorney

**DATE:** September 17, 2012

**RE:** Valley Police Alliance

---

Valley Police Alliance Interlocal Agreement expired on April 22, 2012. The Agreement provides for a sharing of law enforcement services by Salt Lake Valley entities. The attached Amendment to the Interlocal Agreement renewing the Agreement for a three year term has been prepared. A Resolution has been prepared approving the attached Amendment to the Interlocal Agreement for your consideration. If you have any questions, please feel free to contact us.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND COTTONWOOD HEIGHTS CITY, DRAPER CITY, SALT LAKE CITY, SANDY CITY, SOUTH JORDAN CITY, SOUTH SALT LAKE CITY, WEST JORDAN CITY, WEST VALLEY CITY, UNIFIED POLICE DEPARTMENT, SALT LAKE COUNTY SHERIFF'S OFFICE, GRANITE SCHOOL DISTRICT, UTAH TRANSIT AUTHORITY AND THE UNIVERSITY OF UTAH REGARDING THE CREATION AND OPERATION OF THE VALLEY POLICE ALLIANCE

WHEREAS, Title 11, Chapter 13, of the Utah Code, provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties for joint undertakings and services; and

WHEREAS, the City and Cottonwood Heights City, Draper City, Midvale City, Salt Lake City, Sandy City, South Jordan City, South Salt Lake City, Taylorsville City, West Jordan City, West Valley City, Unified Police Department, Salt Lake County Sheriff's Office, Granite School District, Utah Transit Authority and the University of Utah ("the Parties") have entered into a Valley Police Alliance on or about April 22, 2009, to assist in furthering the protection of the citizens of their respective cities; and

WHEREAS, since the formation of the Alliance, Midvale City and Taylorsville City have contracted with the Unified Police Department to provide law enforcement services for their cities and no longer maintain independent police departments; and

WHEREAS, since the formation of the Alliance, the Parties have met regularly to further the intended purpose of the Agreement to promote the health, safety and welfare of the collective citizens and patrons of the Parties, to provide improved police protection for the collective citizens and patrons of the Parties, to provide improved police protections and to provide immediate unified and cooperative action to guard against potential multiple threats to individual Parties; and

WHEREAS, the initial term of the Agreement was three years from the effective date, unless renewed in writing; and

WHEREAS, the Parties did not extend the Agreement in writing prior to the expiration of the first three year term, which would have been on or before April 22, 2012, their actions and intent indicate that at all times the Parties believed that the Agreement was still in place and that the Alliance was and still is operating under the mutual promises and covenants of the Agreement; and

WHEREAS, the parties want the Agreement to be renewed retroactively, effective as of April 22, 2012 for a period of three (3) years with renewals occurring automatically thereafter every three (3) years.

WHEREAS, an Amendment to the Interlocal Agreement has been prepared to accomplish such purpose.

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council as follows:

1. It hereby approves the Amendment to the Interlocal Cooperation Agreement, in substantially the form attached as Exhibit "A".
2. The Mayor and the City Recorder are hereby authorized to execute the Agreement for and in behalf the City.
3. The Agreement shall be effective upon execution.

DATED this        day of September, 2012.

MURRAY CITY MUNICIPAL COUNCIL

---

James A. Brass, Chair

ATTEST:

---

Jennifer Kennedy  
City Recorder

# EXHIBIT "A"

**AMENDMENT TO  
INTERLOCAL AGREEMENT  
Regarding the Creation and Operation of the  
VALLEY POLICE ALLIANCE**

The Interlocal Agreement ("Agreement") was entered into on or about April 22, 2009, by and between the following municipal corporations Cottonwood Heights City, Draper City, Midvale City, Murray City, Salt Lake City, Sandy City, South Jordan City, South Salt Lake City, Taylorsville City, West Jordan City and West Valley City, and other governmental entities, including, Unified Police Department, Salt Lake County Sheriff's Office, Granite School District, Utah Transit Authority, and the University of Utah (herein individually a "Party" or collectively the "Parties").

**RECITALS**

A. The Alliance was formed to allow. for increased benefits regarding purchasing, mutual aid assistance and efficient use of resources for the members of the Alliance and the communities they serve;

B. Since the formation of the Alliance, Midvale City and Taylorsville City have contracted with the Unified Police Department to provide law enforcement services for their cities and no longer maintain independent police departments.

C. Since the formation of the Alliance, the Parties have met regularly to further the intended purpose of the Agreement to promote the health, safety and welfare of the collective citizens and patrons of the Parties, to provide improved police protection for the collective citizens and patrons of the Parties, to provide improved police protections and to provide immediate unified and cooperative action to guard against potential multiple threats to individual Parties.

D. The initial term of the Agreement was three years from the effective date, unless renewed in writing.

E. Although the Parties did not extend the Agreement in writing prior to the expiration of the first three year term, which would have been on or before April 22, 2012, their actions and intent indicate that at all times the Parties believed that the Agreement was still in place and that the Alliance was and still is operating under the mutual promises and covenants of the Agreement.

**AMENDMENT**

NOW THEREFORE, the Parties reaffirm their commitment to the conditions set forth in the Agreement and incorporate them herein by this reference and amend the Agreement as follows:

1. Midvale City and Taylorsville City are no longer parties to the Agreement, their law enforcement interests having been assumed by the Unified Police Department.

2. The Agreement is renewed retroactively, effective as of April 22, 2012, for a period of three years. and Paragraph 5 of the Agreement is hereby amended to read:

TERM: The term of this Agreement shall be three (3) years from the effective date, with renewals occurring automatically thereafter every three (3) years, for a period up to fifty (50) years, unless the Parties agree in writing that the Agreement will not be renewed.

In Witness whereof; each Party has caused this Amendment to the Interlocal Agreement to be executed on its behalf by its duly authorized representative.

Agreed to this       day of \_\_\_\_\_, 2012.

MURRAY CITY CORPORATION

\_\_\_\_\_  
Daniel C. Snarr, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Kennedy, City Recorder

Approved as to legal form and compliance  
with applicable law:

\_\_\_\_\_  
Frank M. Nakamura, City Attorney

Salt Lake City Contract No. 02-3-09-3855

RECORDED

INTERLOCAL AGREEMENT

APR 21 2009

Regarding the Creation and Operation of the

CITY RECORDER

VALLEY POLICE ALLIANCE

Between these City Corporations

COTTONWOOD HEIGHTS CITY; DRAPER CITY; MIDVALE CITY; MURRAY CITY;  
SALT LAKE CITY; SANDY CITY; SOUTH JORDAN CITY; SOUTH SALT LAKE CITY;  
TAYLORSVILLE CITY; WEST JORDAN CITY; & WEST VALLEY CITY

This Interlocal Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and among COTTONWOOD HEIGHTS CITY; DRAPER CITY; MIDVALE CITY; MURRAY CITY; SALT LAKE CITY; SANDY CITY; SOUTH JORDAN CITY; SOUTH SALT LAKE CITY; TAYLORSVILLE CITY; WEST JORDAN CITY; & WEST VALLEY CITY, municipal corporations of the State of Utah, (herein individually a "Party" or collectively the "Parties").

WITNESSETH

WHEREAS, the Parties have determined that the formation of a strategic alliance will assist in furthering the protection of the citizens of their respective cities; and

WHEREAS, the creation of the Valley Police Alliance will allow for increased benefits regarding purchasing, mutual aid assistance, and efficient use of resources to the Parties and the citizens of their cities; and

WHEREAS, the Parties currently have mutual aid and automatic aid agreements and systems in place to assist with the provision of police service to citizens and such agreements have demonstrated the Parties ability to work together in an effective and efficient manner; and

WHEREAS, the Parties desire to broaden the scope of their cooperation to other beneficial areas as each City specifically and individually determines on a case by case basis; and

WHEREAS, each of the undersigned cities have participated in the discussion and negotiation of the creation of this agency;

WHEREAS, this Agreement is entered into under and pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act"), and the parties desire to evidence compliance with the terms and provisions of the Act; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
451 SO. STATE, RM 415  
SALT LAKE CITY, UTAH 84111

1. **PURPOSE.** The Purpose of this Agreement is to promote the health, safety and welfare of the collective citizens of the Parties, to provide improved police protection for municipalities and to provide immediate unified and cooperative action to guard against potential multiple threats to individual cities. The Parties declare that there is a community-wide need to provide for an interlocal Valley Police Alliance.

2. **AUTHORITY.** The Interlocal Act permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale; authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges and authority exercised by such public agencies individually; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.

#### **A. INTERLOCAL COOPERATION ACT REQUIREMENTS**

In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and in connection with this Agreement, the parties agree as follows:

1. The Agreement shall be authorized by resolution or ordinance of the governing body of each party pursuant to § 11-13-202.5 of the Act.
2. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party pursuant to § 11-13-202.5 of the Act.
3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party pursuant to § 11-13-209 of the Act.
4. Prior to the expiration of the term of this Agreement pursuant to Article III of this Agreement, this Agreement may only be terminated by and upon the express written consent of the parties.
5. Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by a party, or by the parties jointly, pursuant to this Agreement or in conjunction with the Project shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, state and federal law.

3. **CONSIDERATION.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

4. **EFFECTIVE DATE.** This Agreement shall become effective when at least two Parties named above each execute an original or copy of this Agreement as required by law.

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
451 SO. STATE, RM 415  
SALT LAKE CITY, UTAH 84111

5. **TERM.** The term of this Agreement shall be three (3) years from the effective date, unless sooner terminated as provided in Item 16 herein. The Agreement may be renewed in writing upon terms and conditions acceptable to the Parties, who are then parties, for a period of up to fifty (50) years.

6. **NAME.** The alliance shall be known as the Valley Police Alliance (the "Alliance").

7. **GOVERNANCE.** The Valley Police Alliance shall consist of a Board of Police Commissioners and a Board of Trustees ("Trustees").

a. The Board of Police Commissioners shall be made up of the Mayor or City Manager from each entity as that entity's form of government shall dictate.

- i. The Board of Police Commissioners shall review recommendations from the Board of Trustees with regards to Alliance business. The Board of Police Commissioners shall have no authority over the other member departments.
- ii. Commissioners decisions shall be based on a majority vote of its members, and each member city shall have one vote. Commissioners shall have the power to adopt, amend, and
- iii. repeal rules, by-laws, policies and procedures to regulate the affairs and conduct the business of the Alliance.

b. The Board of Trustees membership shall consist of each Party's Police Chief. Each Party may appoint up to two designees to serve in the absence of that Party's member and the designee(s) shall have the same rights as that member.

- i. The Board of Trustees shall act as the day to day operational board of the Alliance. Trustees shall have responsibility for overseeing reciprocity within the Alliance. The Trustees of the Alliance shall have no authority over the other member departments.
- ii. If a Trustee representing a Party does not agree with a proposed action of the other Trustee(s), that Trustee may (through written notice) abstain from participating in the specific issue being addressed and that Party will not be bound by that decision.
- iii. Each individual Police Chief shall maintain his or her authority as Police Chief. Participation in the Alliance shall not in any fashion usurp or diminish any current power or authority of each Police Chief.

8. **PARTY CONTROL.** Each Party shall continue to control, own, and maintain its individual facilities, apparatus, and equipment at its sole expense. Each Party shall continue to maintain its separate purchasing processes although Alliance-wide purchasing contracts may be

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
451 SO. STATE, RM 415  
SALT LAKE CITY, UTAH 84111

used and purchasing alliances may be formed within the Alliance for submitting bids to vendors. Each Party shall continue to maintain its own various licenses and special resources. Each Party shall continue to handle its own human resource functions to include payroll and benefits, personnel and staffing decisions, and employee compensation with respect to its own employees.

- a. The Alliance, in making decisions that impact the organizational and functionability of local police departments representing each Party, acknowledges the right of each Party to choose whether or not to participate in recommendations that are made and accepted by the Trustees.
- b. The Alliance may contract with any person or entity for the provisions of services or materials in compliance with contracting and purchasing policies established by the Trustees, including legal and accounting services.

9. **AGENCY SERVICES.** The Alliance, as determined by the Board of Trustees, may provide to each Party emergency and non-emergency services which the Alliance has the capability of providing, to include, but not limited to, standard police services,

10. **ADDITIONAL PARTIES.** Any municipality within Salt Lake County which has its own individual police department may apply for membership to the Alliance. Trustees may accept the applicant only by a unanimous vote. If accepted, the applicant must agree in writing to be bound by the terms and conditions of this Agreement.

11. **DISSOLUTION.** This Agreement may be terminated and the Alliance may be dissolved by either Trustee, subject to any agreement entered into by the Alliance to finance the acquisition or construction of capital improvements for the Alliance, unless mutually acceptable provisions are made whereby such existing agreement is assumed by another Party, and such provisions are approved in writing under such lease / purchase agreement. Upon dissolution, each Party shall be entitled, subject to equitable adjustment for any prior credits given, to receive back any original equipment or asset the Party leased, donated, or otherwise provided to the Agency. Any remaining real or personal property acquired under this Agreement shall be allocated as agreed upon by the Parties.

12. **INDEMNIFICATION.** The Alliance and the Parties are governmental entities as set forth in the Utah Governmental Immunity Act, Title 63, Chapter 30d, Utah Code Annotated ("Immunity Act"). Consistent with terms of the Immunity Act, and as provided herein, it is mutually agreed that the Alliance and the Parties are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials or employees. The Alliance and the Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party or the Alliance waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

13. **INSURANCE.** Each Party shall be solely responsible for providing workers compensation and benefits for its own officials, employees and volunteers who provide services under this Agreement. Each Party shall obtain insurance, become a member of a risk pool, or be self insured to cover the liability arising out of negligent acts or omissions of its own personnel

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
451 SO. STATE, RM 415  
SALT LAKE CITY, UTAH 84111

rendering services under this Agreement. The Alliance shall purchase insurance in amounts required by law, independent of the insurance or other coverage maintained by each Party, to provide protection for its operations including, but not limited to, liability insurance and worker's compensation insurance.

14. **GOVERNMENTAL APPROVAL.** This Agreement shall be conditioned upon its approval and execution by the Parties pursuant to and in accordance with the provisions of the Interlocal Act including the adoption of resolutions of approval by the legislative bodies of the Parties.

15. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

16. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect. Notwithstanding, if Items 15 or 16 herein are held invalid, this Agreement shall be held invalid and shall be of no force.

17. **THIRD PARTIES.** This Agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a Party hereto as provided herein.

18. **TITLES AND CAPTIONS.** The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

19. **NON ASSIGNABILITY.** Neither the Alliance nor the Parties shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement without a two thirds consent of Trustees.

20. **NOTICES.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and concurrently sent by first class mail to the Party and to the Party's legal office, (b) personally delivered, or (c) sent by certified or registered United States Mail addressed to the Party at the address the Party may designate, return receipt requested.

21. **ETHICAL STANDARDS.** Each Party represents that it has not: (a) provided an illegal gift or payoff to a Salt Lake City officer or employee or former Salt Lake City officer or employee, or his or her relative or business entity; (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 or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a Salt Lake City officer or employee or former Salt Lake City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
451 SO. STATE, RM 415  
SALT LAKE CITY, UTAH 84111

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by the following duly authorized representatives as of the date appearing opposite their signature below.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 for West Valley City.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

Approved as to legal form and compliance with applicable law:

\_\_\_\_\_  
Attorney for West Valley City

Agreed this 22 day of April, 2008 for Salt Lake City.

RECORDED

APR 21 2009

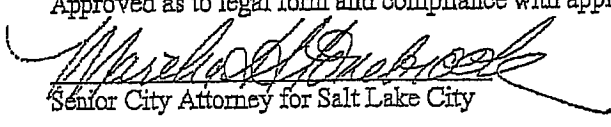
  
Mayor

ATTEST:

CITY RECORDER

  
City Recorder

Approved as to legal form and compliance with applicable law:

  
Senior City Attorney for Salt Lake City



PROPERTY OF SALT LAKE  
CITY RECORDER'S OFFICE  
451 SO. STATE, RM 415  
SALT LAKE CITY, UTAH 84111

# Mayor's Report and Questions

# Adjournment