

**MURRAY**  
CITY COUNCIL

# Council Meeting November 13, 2012



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**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, November 13, 2012, at the Murray City Center, 5025 South State Street, Murray, Utah.

4:30 p.m. **Committee of the Whole:** To be held in the Conference Room #107

**1. Approval of Minutes**

- 1.1 Committee of the Whole – September 18, 2012
- 1.2 Committee of the Whole – October 2, 2012
- 1.3 Council Retreat – September 26, 2012
- 1.4 Council Retreat – October 8, 2012

**2. Discussion Items**

- 2.1 Police Vehicle Lease or Purchase – Preston Kirk (20 minutes)
- 2.2 Hillcrest Junior High School Project Update – Dr. Steven Hirase (60 minutes)
- 2.3 Audit Policy – Justin Zollinger (10 minutes)
- 2.4 Fiscal Year 2012-2013 Budget Amendment – Justin Zollinger (10 minutes)

**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 October 2, 2012
  - 5.2.2 October 16, 2012
- 5.3 Special Recognition
  - 5.3.1 Consider the Swearing-In of four new Murray City Police Officers: Mark Dewald, Andrew Mecham, Brad Rowe and Chad Toole. (Jennifer Kennedy and Chief Fondaco 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 17.76.1600 of the Murray City Municipal Code allowing City staff to approve (1) secondary gates for swimming pools in commercial, multi-family, motel and hotel developments, and requiring compliance with the International Building Code. (Tim Tingey presenting.)

8.1.2 Council consideration of the above matter.

9. **Unfinished Business**

9.1 None scheduled.

10. **New Business**

10.1 Consider an ordinance authorizing the execution of an Interlocal Cooperation Service Agreement between Salt Lake County on behalf of the Salt Lake Valley Health Department ("SLVHD") and Murray City (the "City") on behalf of its Police Department to provide safety and security to limited health services at certain established Points of Distribution ("PODs") in the event of a public health emergency. (Chief Fondaco presenting.)

10.2 Consider a resolution authorizing the execution of an Interlocal Cooperation Service Agreement between the Utah Communications Agency Network ("UCAN") and Murray City for the City to use communication services provided by UCAN. (Chief Fondaco presenting.)

10.3 Consider a resolution of the Municipal Council of Murray City, Utah (the "Issuer"), authorizing the issuance and sale of not more than \$3,300,000 aggregate principal amount of Storm Water Revenue Bonds, Series 2013; fixing the maximum number of years over which the bonds may mature, the maximum interest rate which the bonds may bear, and the maximum discount from par at which the bonds may be sold; delegating to certain Officers of the Issuer the authority to approve the final terms and provisions of the bonds within the Parameters set forth herein; providing for a public hearing and the publication of a Notice of Public Hearing and Bonds to be issued; providing for the running of a contest period; authorizing and approving the execution of a General Indenture of Trust, a Supplemental Indenture of Trust, a Bond Purchase Agreement, an Official Statement (if required), and other documents required in connection therewith; authorizing the taking of all other actions necessary

to the consummation of the transactions contemplated by this resolution; and related matters. (Justin Zollinger presenting.)

- 10.4 Consider a resolution adopting the regular Meeting Schedule of the Murray City Municipal Council for calendar year 2013.

**11. Mayor**

- 11.1 Report  
11.2 Questions of the Mayor

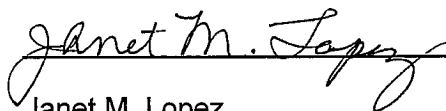
**12. Adjournment**

**NOTICE**

**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.**

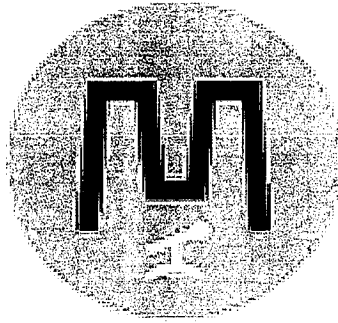
**Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speaker phone. The speaker phone will be amplified so that the other Council Members and all other persons present in the Council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

On Friday, November 9, 2011, 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  
Council 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 COMMITTEE OF THE WHOLE**

The Murray City Municipal Council met as a Committee of the Whole on Tuesday, September 18, 2012, in the Murray City Center, Conference Room #107, 5025 South State Street, Murray Utah.

### **Members in Attendance:**

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

Council Chair  
Council Member  
Council Member  
Council Vice Chair  
Council Member

### **Others in Attendance:**

Dan Snarr	Mayor	Tim Tingey	ADS Director
Janet M. Lopez	Council Administrator	Jan Wells	Mayor's Chief of Staff
Frank Nakamura	City Attorney	Pete Fondaco	Police Chief
Jennifer Kennedy	City Recorder	Peri Kinder	Valley Journals
Sally Hoffelmeyer-Katz	Citizen	Jennifer Brass	Citizen

Chairman Brass called the Committee of the Whole meeting to order at 5:50 p.m. and welcomed those in attendance.

### **Minutes**

Mr. Brass asked for corrections or action on the minutes from the Committee of the Whole meeting held on August 21, 2012. Mr. Shaver moved approval as corrected. Mr. Stam seconded and the motion was approved 5-0.

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

### **Building Division Report – Tim Tingey**

This presentation was a continuation of a report a few weeks earlier, Mr. Tingey stated. He pointed out that the work that the building division has a need for continual improvement as they work with numerous developers, contractors and customers. Mr. Gonzales looks for ways to improve the process and get the plans out in a timely manner. He feels the department does a good job.

There was a recent article in the "Utah Business" magazine entitled *Red Tape*. It was a fairly negative article about communities and the permitting processes written by some retail developers. Reading from that article, Mr. Tingey said, "On the other hand, Sandy is pretty good, Provo provides unbelievable support and Murray is another city that seems to have its act together. Murray City turns around a review plan in eight days and that makes us wonder why it is so difficult in other cities. What is the difference, he asked?" It reflects on the work that Mr. Gonzales and his staff do and we have a good reputation to be proud of, Mr. Tingey complimented.

Mr. Gonzales commented that he talked with the author of that article, Mr. Lucero, and argued that Murray does have its act together not just seems to. The turnaround all depends on the type of plans submitted and the completeness of them.

The purpose of building codes is to give reasonable assurance that your building is safe from structural failure or fire hazards, although there is no guarantee. It also provides a permanent record as to whether permits were taken, final inspections took place and if the certificate of occupancy was given. When someone wants to refinance and include value for a basement finish, if there were no permit, many times the value may not be included.

Only a minimum code is required so that means that if an earthquake occurs the building may still sustain significant damage. He did not know of any buildings constructed above the minimum code requirements. Commercial buildings are built to a higher minimum standard. Intermountain Medical Center is a "defend in place building," meaning that they could not get the patients out and must withstand the damage. It would be the safest place during an emergency.

Mr. Gonzales reviewed that the Uniform Building Code Commission adopts building codes every three years. This commission will be making a recommendation to the Business and Labor Interim Committee to adopt the 2012 Codes including the International Plumbing Code (IPC), International Building Code (IBC), International Residential Code (IRC), International Mechanical Code and the 2012 Energy Conservation Code. If these are adopted the new buildings constructed under this code will be 30% more energy efficient. Some controversy exists on that. It would take about six to seven years to recoup that expense. The last energy code was adopted in 2010 and this 2012 code has been amended heavily. If approved these codes go into effect July 1, 2013. He pointed out that former parapet inspection requirements had been deleted from the code after being included for 20 years.

Mr. Gonzales described the core functions of the Building Department.

Plan reviews can be as minor as a basement finish or as complicated as a 15 story structure. It is one of the most critical things done and can save an owner and contractor time and money.

Minor plan reviews are taken care of at the counter whenever possible, such as electrical service change, water heater, furnace or roofs. This prevents the customer from returning a second time. It is a good idea to strap water heaters whether they are gas or electric. Mr. Stam asked if all reviews are done in house or sent out. Mr. Gonzales said structural permits for major projects are sent out.

Mr. Nicponski asked how many people do plan reviews. Two employees conduct the plan reviews. Some inspectors want to learn how to do that, so Mr. Gonzales will allow them to

do minor reviews. Mr. Shaver added that two reviewers may not be sufficient when construction picks back up again. The Mayor mentioned that during the construction of the hospital it was necessary to bring in additional help because the small jobs were not getting done. Some people are willing to do that on a part time basis. Projects have been sent out; however, when the City does that the inspections are difficult because they are not familiar with the plan.

Electronic plan review is something Mr. Gonzales would like the City to convert to. Salt Lake City is doing that as well as other cities across the country. Once staff gets through the learning curve, he feels less time will be necessary for the reviews. Design professionals like it. The plan would be uploaded to a site and the City would do just what they do on a paper plan then it goes out electronically. Mark ups can be done on line.

Mr. Tingey remarked that the software package for that had been requested in the CIP (Capital Improvement Program) plan.

Inspections are done thoroughly and consistently. Uniformity is an important issue. The staff is happy to explain violations and point out where it is in the Code.

The department assigns a number to each inspection and gives out a card so that the results can be viewed on line. The staff has no problem addressing questions as they arise. The department had completed about 4,600 inspections year to date since January.

Special inspectors are required based on the plan. Years ago each inspector held one certification, for example, masonry, concrete, fireproofing, welding, however as the economy went bad the special inspectors began to get multiple certifications and qualifications. The City monitors them to make sure they are following the approved plan and does not succumb to pressure from contractors. The minimum code must be followed.

All Murray inspectors and plans examiners are full four-way licensed by the State of Utah. We can send one inspector to look at all four areas: building, electrical, plumbing and mechanical. Some jurisdictions have to send out multiple inspectors. Mr. Tingey confirmed how nice it is to have the staff cross trained in these areas.

Mr. Shaver asked about the training for these certifications for building inspectors and special inspectors. Mr. Gonzales replied that the building inspectors must have training CEU (continuing education) credits to renew their license every two years. The managers monitor that to make sure the license requirements are in place and some training is done in house. The City is beginning new code training now. Special inspectors also have a lot of training to keep their license. The building inspectors are required to be licensed by the State of Utah; whereas, the special inspectors do not. We must approve the special inspectors by education and experience. If the building inspectors see that they have missed something then the City can write a discrepancy report.

Coordination of plan approval is something Murray does very well. The City has a "one stop shop" for plan approval. These are dropped off at the building inspection office and a checklist is initiated to determine if everything is there. An email is sent out to all the different departments, including Fire, Community and Economic Development, Water, and Sewer to inform them that a set of plans is ready for their review. All the inspectors come into their office, Mr. Gonzales explained. Concerns are addressed there and the turnaround is about eight days. The City understands that time is money for the developers.

The department encourages contractors to sit down with staff to discuss the project and give insight so that when plans are submitted there are no major flaws, like the need for an elevator. Building and Fire departments are the major areas of concern.

Business License inspections take place from Mr. Gonzales' department, as well. This is to ensure that the building has a certificate of occupancy. They issue permits and partial permits, such as on a structural shell.

Mr. Nicponski asked what the average time is to issue a permit. Mr. Gonzalez said that they try to turn around an initial plan review in 10 to 15 days on larger projects, such as 10,000 square feet on a commercial building. Residential initial plan review is only three to five days. Then usually a temporary certificate of occupancy is issued if there are no life safety issues outstanding.

Currently, Hooper Knowlton is looking for temporary certificate of occupancy (TCO) on 66 units of the first three floors of their apartment complex. They would like that by the first of January; therefore, we have informed them of all the life safety provisions that must be satisfied to be approved.

Mr. Gonzales explained that the department also follows up on outstanding inspections. He related that four years prior 1,700 outstanding inspections existed. That is an inspection that has not taken place in 180 days. Currently, there are only 140 outstanding inspections.

Mr. Gonzales read the mission statement for the department, "The Murray City Building Inspection Division tries to provide courteous and consistent plan review and inspections of the adopted building code in a timely manner." He feels the department does a good job as it tries to also be a great resource for the community.

Mayor Snarr noted that General Growth contractors and architects were extremely appreciative of the Murray City Building Department during the expansion and remodel of Fashion Place Mall. The hospital was challenging due to the size.

Mr. Brass adjourned the meeting at 6:24 p.m.

Janet M. Lopez  
Council Administrator



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**DRAFT**

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

The Murray City Municipal Council met as a Committee of the Whole on Tuesday, October 2, 2012, in the Murray City Center, Conference Room #107, 5025 South State Street, Murray Utah.

### **Members in Attendance:**

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

Council Chair  
Council Member  
Council Member  
Council Vice Chair  
Council Member

### **Others in Attendance:**

Dan Snarr	Mayor	Briant Farnsworth	Attorney's Office
Janet M. Lopez	Council Administrator	Jan Wells	Mayor's Chief of Staff
Frank Nakamura	City Attorney	Jim Hewlett	IPA
Dan Eldredge	IPA	John Prestwich	Citizen
Jennifer Kennedy	City Recorder	Zach Fountain	Mayor's Office
Justin Zollinger	Finance Director	George Katz	Citizen
Sally Hoffelmeyer-Katz	Citizen	Jennifer Brass	Citizen
Greg Bellon	Power	Blaine Haacke	General Manager Power
Charles Crutcher	Power	Bruce Turner	Power
Dallas DiFrancesco	Power Advisory Board	Steve Meyer	Power Advisory Board
Natalie Gochnour	Power Advisory Board	Dianne Taylor	Power Department
Raj Dhaliwal	Citizen	Dirt Sudweeks	UTOPIA
Candace Vigil	UTOPIA		

Chairman Brass called the Committee of the Whole meeting to order at 5:17 p.m. and welcomed those in attendance.

### **Minutes**

Mr. Brass asked for corrections or action on the minutes from the Council Initiative Workshop held on September 4, 2012. Mr. Hales moved approval. Mr. Shaver seconded and the motion passed 5-0. Mr. Stam moved approval of the minutes from the Committee of the Whole meeting held on September 4, 2012. Mr. Hales seconded and the motion was approved 5-0.

**Business Item #1:**                      **Intermountain Power Association Repowering Issue –**  
**Blaine Haacke and Jim Hewlett**

Mr. Haacke announced that there are serious issues with the Intermountain Power Association (IPA) plant, which is the coal fired plant in Delta, Utah. The issue is very complex and had been under discussion for a couple of years. Murray City has 4% ownership in the plant with about 72 megawatts (mW), which is a huge portion. Murray peaks at 100 mW, so we could almost utilize the entire allocation during peak season. Murray has had a good relationship with California entities that have been able to take the energy the City did not need. If we did want it, the City could call back what was needed here. Because of California legislative issues together we will need to decide on the future of that plant after the year 2027. Fifteen years is not that long if it is decided to build another power plant and walk away from IPA.

Mr. Haacke had asked Jim Hewlett, General Manager of IPA, and Dan Eldredge, Assistant General Manager, to come and speak to this matter. They office in South Jordan and oversee and operate IPA, the railroad lines and mining concerns, which involves the huge conglomerate of the business. Mr. Hewlett made a presentation to the Utah Associated Municipal Power System (UAMPS) members, some of whom will have to come on board with the changes, as well. Mr. Farnsworth of the Murray City Attorney's Office had been working with Mr. Haacke on this problem over the past 18 months.

Mr. Hewlett intended to give an overview of the IPA project stating that it is difficult to understand everything going on. That is the reason for the specialists who have been paying attention to all the details. It is a \$5.5 billion project in Millard County and Murray is the largest Utah municipal participant in the project. As a heavy hitter IPA counts on Murray and is pleased that Blaine Haacke serves on the Board.

The IPA efforts began about three years prior due to changes in California law. The six largest municipal entities located in southern California can no longer utilize coal fired energy beyond 2027. That leaves the plant with two 950 mW coal units to try and figure out what to do with. Presented with that issue Mr. Hewlett brought the operating agent into Utah to discuss the matter. They are the Los Angeles Department of Water and Power (LADWP). They are the single largest purchaser. He asked them who the participants in the IPA project would be past 2027 and he asked to know by 2015. At this time we are ahead of that particular curve and it takes this much time due to the huge ship to turn. When you talk about resource plans it is important to be visionary and look far down the road. A city like Murray needs to know what its energy plan will be for the entire load and with the 1800 mW of IPA it takes a lot of forward thinking and planning. When it comes right down to it, IPA does not want the California entities to walk away from the project. Utah benefits in large measure from their participation because from the outset this project was designed to be a taxable entity. It is very unusual for a municipal organized entity, such as IPA, to have taxable purchasers, even though they are municipalities. There is an exemption for Murray when they call back power. From inception over half a billion dollars of tax benefit had been paid into the state and local coffers from operating IPP (Intermountain Power Project). We believe this has been a significant benefit to the State of Utah and the only way to continue it is to try to plan now on where the plant wants to be. Several meetings have been held with the purchasers and generation sub-committee meetings have taken place to the credit of Mr. Farnsworth and Mr. Haacke over the last 18 months. Everyone has had the opportunity to talk about the resource plans and what they see for IPP.

The background paper supplied by Mr. Haacke was very good. The concerns expressed by him and the contractual issues presented by Mr. Farnsworth would not be directly spoken to



during this presentation. A particular dynamic set up on this project allows Mr. Farnsworth to call the IPP lawyer to talk about legal language. The questions are good and if there is time we can address those individually, Mr. Hewlett stated.

He explained that there are two central considerations for the Utah municipal members. First are the changes to the current agreements that have been in place since inception. These agreements have changed four times and this will not be the last time the organization agreements will be changed. It includes how the plant was formulated, what IPP is about, how business is done and how they govern themselves. Then there are some amendments to the current power sales contract. This is tantamount to a constitutional amendment. It requires 100% buy in, not a majority vote, not an 80/20 vote that is in the current power sales contract. The other considerations are renewal agreement decisions. Every purchaser in this project will be confronted with renewal decisions.

Mr. Hewlett noted that he would focus on the changes to the current power sales contract first and then the renewal decisions that would come a little later because Murray would have to deal with both of those issues.

There are three simple changes to the organization agreement that the management is asking the Utah municipalities to approve. Needed are two thirds of the 23 municipalities for ratification and to make them binding.

- Term to be extended to 2077 to coincide with the renewal effort. The current life is to 2044.
- Fuel is currently hard wired into burning coal. The change would be to permit another fuel, probably gas, if approved by the Board of Directors. It provides the project more flexibility in this day and age when the Environmental Protection Agency has more and more say on business plans for projects such as IPP.
- Powers come from the legal side to clarify the actions undertaken to go to a gas fuel generation facility.

These changes are conducive to allowing a change to the business plan and they conform to what the plant is trying to do as far as renewal rates.

Changes to the power sales contract involve three major areas:

- Provides for gas repowering from hard wired coal;
- Provides for retirement costs and actions;
- Provides for contingency.

Mr. Hewlett continued to explain the areas mentioned above. The gas repowering changes must define something. In order to approve a contract for new generation the California purchasers must go to the California Energy Commission. This is a new requirement for the municipal entities. We have determined that the description at IPP would be a 600 mW per unit combined cycle gas fired plant. We are saying that the gas repowering: construction, design, permitting and all those activities associated with the repowering would commence in 2020 and be completed by 2025. One issue is the contract under current obligation for units one and two go until 2027. There is some overlap here because when large units like that are built there can be delays due to permitting glitches, construction lead time on significant materials and those types of things. The management would like plenty of time for testing the units so that it all

works when the coal units begin to go down and when the gas ramps up to replace that amount of energy.

Mr. Shaver asked if the repowering refers to recreating or rebuilding. Mr. Hewlett responded that new gas would be built and they simply refer to it as repowering since they are going from coal fired to gas fired. This is the language that was used in Senate Bill 94 during the last legislative session, which allowed IPP to repower under the Electric Power Facilities Act. It is a new project but the same purchasers are being asked to renew and repowering is the term of origin that allows them to get there.

Mr. Brass confirmed that there would be two new turbine units. Mr. Hewlett added that there are some options in the contract that allow them to retain the facilities at IPP including the two units. The air quality permits have been obtained, as well. He has asked some Nevada entities if they would like some coal fired energy post 2027. They answer that they are long on gas and short on coal and would love to have some; although, they do not feel that they can make a commitment at this time.

Another caveat gives a degree of flexibility and that is if there are other technologies that help comply with the legal requirements coming out of California, they may be able to keep the coal units operating. There may be other types of generation that the management wants to develop on site that will augment the generation effort, which they will do if it is possible.

Mayor Snarr asked if geothermal could be developed at the site. Mr. Hewlett said that the transmission is there and it is a possibility. The transmission is one thing keeping California in the game because there is a lot of pressure from City Councils on those enterprise funds not to invest any more money in Utah. They would like to keep the construction and operating jobs in their state. The utility managers' answer points out the investment and amortization of all the debt in IPP. They want to keep utilizing it in their markets.

Another thing being contemplated in these agreements is creating a fund to pay for the retirement costs associated with the plant, both in dismantling and environmental requirements and costs. Now there is no ability to bill the purchasers for that under the current contracts. This would provide a mechanism to do that.

Mr. Nicponski asked if they have assurances and documentation from LADWP and other providers to fund the retirement costs, as well. Mr. Hewlett replied that he did. It is built in and if they sign it they know they have an obligation and realize they have enjoyed the fruits from it for so many years; they understand it is a responsibility they cannot escape.

Mayor Snarr asked if a totally new physical structure would be added to house the new gas turbines. The current structure would then be available for some other use. The future market is guaranteeing the costs on the new units, Mr. Nicponski confirmed.

The next item in the power sales contract would be a contingency in the event they get out to 2020 and have no gas repowering. The option to renew does not provide an obligation to renew. When 2020 arrives those entities that have signed up for renewal make the decisions on the size and configuration of the units or they don't repower. What that means is that for the next transmission consideration the renewal would extend the contract five years beyond 2027 to accommodate the dismantling costs at the time: taking the units down to ground level and other things such as coal ash, sludge and condition to take care of. It is unknown what the EPA obligation may be at that time. This will provide a way for the Californians to do that over the five

year period following the end of the plant. It is just a contingency or a fall-back plan if repowering is not determined by the purchasers.

The Southern Transmission System (STS) is the line that conveys nearly all the power generated from IPP to southern California including two converter stations. In order to get the energy from these ancillary products to the STS line they would want 60% of the Northern Transmission System. The 60/40 split would still cover the Utah municipals capacity demands in IPP. The management did not feel this was a hindrance because there is still a lot of room for growth.

Mr. Shaver mentioned that IPP is not just a power plant; there is railroad, trains and everything. The repowering is not just the turbines it is finding the sources and getting the gas to the plant. He asked if all that build out is considered in the contracts. Mr. Hewlett said the lines are very close. The closest point is Kern River, about 40 miles. To backup and access both Kern and Questar, which would be preferable for the competition and to diversify suppliers, would be about 60 miles away. A proforma has been done in today's dollars, not knowing the configuration of the plant and it is about one billion dollars.

Mr. Shaver asked if it is something the plant would own and tap into theirs, rather than having them come to the plant. Mr. Hewlett said that was correct and the pipe would be sized according to what would be done. That development cost could possibly be shared with Magnum Gas. Again, that is way down the road.

Mayor Snarr asked what would happen if natural gas went to \$30 per dekatherm and California decided to take the economy down based on this amount of renewable in the portfolio. Would they have an option in 2020 to rethink the facility before construction begins? Mr. Hewlett said everyone will have that option.

Mr. Hewlett said that he had a conversation with Governor Herbert and senior staff from Los Angeles to talk about all this and the Governor said he did not care what California was paying for energy. He said the more they pay then the more businesses leave California and come to Utah to do business.

Mr. Brass commented that it is one question as to what California's threshold of pain is per kilowatt hour. That will determine how strongly they abide by the "no coal" regulations. If they hit 30 cents per kilowatt hour there will be moaning. Mr. Hewlett said they do have rate increase pain now, and the rate czar has come between the city councils and the utilities to keep peace. That will become more apparent. They want to stay in IPP because to their benefit we make the least cost power possible.

The changes to the organization agreement:

- Enables the purchasers flexibility and options, which they currently do not have;
- Enables the renewal of IPP;
- Does not commit the purchasers to renewal, it is a separate decision;
- Clarifies cost responsibility for retirement costs.

The significant goals and benefits include:

- Keeping the resources and workforce at IPP viable through 2077 (485 people);
- Sustains the economic contribution to the State of Utah;

- Extends and expands the tax payments;
- Provides construction jobs, in 2020 new assets of about a billion dollars;
- Provides a no cost option to Utah municipalities for energy in the renewal project through excess power sales to California.

Mr. Brass said that currently Murray can callback as much power as needed and with six months notice it can be laid off. Under the new agreement if it is called back then the City owns it and would have to be very careful with that decision. Murray has other resources that far exceed the city's sales peak. Mr. Haacke said it would be a last resort to call it back. We would still have to pay for it if we came out long on energy, Mr. Brass explained.

Mr. Hewlett concluded stating the in the late 1970s Murray City was one of the municipalities that considered these same issues: should they join up with California purchasers and build to economies of scale a very large power generating facility in the State of Utah. There were a lot of risks and Murray was locked in for fifty years and it has been a very good investment. It was built in the 1980s and the entire infrastructure has been fully developed and we know the capabilities. It is a hub, a market place and an outlet for southern California as a market for fuel generation. It was a good decision for Murray. We have tried to parallel the current contracts in the renewal power sales contracts. Murray has another decision: will the City go another 50 years with IPP? There is power on the shelf to recall. A different risk profile exists today. The management would love to have Murray renew its commitment in IPP.

The timing is to get the two contracts approved by the end of 2012. That is the amended organizational agreement and the amended power sales contract. He feels these just better Murray's position. IPP wants to make sure that Murray has every piece of information it needs to make a fully informed decision that it can have confidence in, as it will be left to our successors down the road.

The other decision requiring much thought and time will be in the spring of 2013 when IPA will send out an offer sheet on participation in the renewal. At this point Murray may decide if it wants 4% or something less. The plant is being sized down with less generation than today; although it will be gas with the renewable components. There are lots of considerations. At the same time Murray will consider the excess power sales to the California entities.

Mr. Nicponski reviewed Murray's position stating his understanding that the City currently has 4% of the total ownership and the total megawatts are 1800. The new plant will be 1200 megawatts. He asked if Murray has the option to increase or decrease its ownership amount. Mr. Hewlett said that the City Council could authorize Mr. Haacke to negotiate that percentage up to a specific amount. There are different rules on how that would play out. He offered his availability to come back and explain that topic.

Mr. Nicponski asked if the coal is all Utah coal and if the gas would be Utah natural gas. Mr. Hewlett said the coal is all from Utah; although the natural gas sources could change depending on the election and what happens with the EPA. There are proven reserves that are incredible and it may come from outside the state.

Mr. Shaver asked Mr. Haacke about the Board and their consensus because they had been looking at this for some time. Mr. Haacke said that it had been an agenda item for some months; however, he had not gotten into the detail he would like to yet. They will begin to delve into it very heavy and continue discussions prior to making a recommendation to the Power Department. They have all been to the plant, as has Mr. Brass.

Mr. Hewlett said the plant is well run and very efficient. We expect the new plant to be built just as efficient and well run, he stated.

Mr. Shaver recommended that when the Power Board had those discussions, he would like Mr. Haacke to report to the Committee of the Whole on pertinent matters.

Mr. Brass commented that it is a concern because the City's percent of coal power is 50%. He said having the natural gas option will be interesting depending on what the EPA does.

Mr. Haacke said this will be a tough decision for Murray, but not as difficult as Price, Utah who might have to go against coal. Hunter, San Juan and IPP (when we call back) are Murray's coal resources, Mr. Haacke detailed.

Mr. Shaver asked if IPP has any reserve account developed for contingency.

Mr. Eldredge explained that IPA has cash reserves for contingencies and capital expense and is wrapped up in current contracts. The new contracts will set a framework to have those reserves in place.

Mr. Shaver said that money also goes up in cost as well as gas. Thinking ahead we could use that money to our advantage now rather than an outlay at one time. Mr. Brass said that reserves have been built to fund rebuilds. He thanked IPP and the Power Board for their presentation.

## **Business Item #2**

## **Utah Telecommunications Open Infrastructure Agency Discussion (UTOPIA)– Jim Brass**

Mr. Brass asked for this discussion due to phone calls received, the recent press coverage and the next release of bond funds for Utah Infrastructure Agency (UIA). In the mean time, he had spoken with Todd Marriott who stated that UTOPIA is looking at a plan to go forward, which may prove interesting to listen to before going deeply into this. Whether it impacts how the Council feels about it is hard to say; although he has let Mr. Marriott know that he may have an opportunity to talk with the Council.

The concern Mr. Brass pointed out was that going forward with the next bond release increases the debt of Murray City in the General Fund. He was looking for assurances that the City would see changes from where they are today. We want the citizens to know that it is being looked into further.

When the City voted to create UIA they also voted to approve \$60 million in bonding, Mr. Brass stressed. The Council can have an opinion on this; however they do not have a vote on this. Mr. Stam is the representative to UIA and does an excellent job. He had been told that there would not be a vote on the next release of bond funds that week.

Mr. Nicponski asked for clarification on the UIA. Mr. Brass said it is a separate legal entity from UTOPIA. Mr. Shaver added that it is an interlocal agreement between various communities.

Mr. Brass said the discussion could continue or wait until there is further information from Mr. Marriott.

Mr. Hales asked the amount that would be disbursed at this point. Mr. Stam said they are looking at \$10.5 to \$11 million. They are approved for up to \$60 million. Mr. Hales asked what authority the Council has – can they express their concern to Mr. Stam. Mr. Brass said that is about all that can be done.

Mr. Shaver detailed that Mr. Stam represents the City at UIA and Jan Wells represents Murray on the UTOPIA Board. The discussion he would like to have is to voice Council views to City representatives that would be instructive or helpful.

Mr. Stam reviewed that \$65 million was approved originally. Only \$29 million was drawn for the Phase 1 in order to save interest on what was not needed yet.

Mr. Shaver explained that there were two separate votes: first to become a part of UIA, and second for the bonding that was \$65 million. The initial money was explained by Mr. Stam and he noted where UIA had gone. Mr. Stam said that one reason they were only asking for \$10.5 now was to take advantage of the stimulus money, because they can only build so fast.

Mr. Shaver said that even since the approval of UIA technology had changed and new marketing ideas had been developed. The lease option had been offered, which prevents the large initial cost for the fiber customers. Many people still go for the entire lien on the property. This provides more marketing opportunities.

Mr. Brass has asked about wireless, which is a lower cost to connect than the door to door fiber. His concern relates to the revenue off of a connection versus the cost of the connection and how long it takes to pay that back. He believes this is the root of a lot of financial issues because it takes too long to pay that back. However it is funded, there still must be some profit particularly to maintain the infrastructure. A wireless could access more potential customers faster and pay off quicker. He is willing to hear about that. Ultimately, can we get to a point where we are not using more General Fund money for payments, he asked. A \$10 or \$11 million dollar release could potentially be another \$120,000 into Murray's debt payment per year. It has an impact and must be considered; the Council owes that to the citizens. He is willing to hear what the plan is. He understands that no vote on bond release will take place until the new plan is presented. Mr. Stam confirmed that and pointed out it could be two to three months before that happens.

Mr. Hales asked if concerns should be directed toward Mr. Stam who would represent the Murray Council to UIA. Mr. Stam confirmed that his job is to represent the City; however, Mr. Shaver indicated that the Council should not infringe upon Mr. Stam's right to express his own opinion.

That is true for any Council member sitting on any board, Mr. Brass noted. He said that he would like to listen to the plan and asked the questions he has about it. He feels that if they could show him he is wrong, he would change his mind. He said he enjoys the network and the speed of it; he would hate to see it go away. The bill will have to be paid regardless; his concern is how big the bill gets. He has concerns about going forward and putting more money into the network, even though he likes the technology. He is excited to look at alternatives to get more people on the network, which could make a big difference.

Mayor Snarr says that there are more people signing up locally all the time who are excited to get their families on the UTOPIA fiber network.

Mr. Brass said that according to the paper certain providers are going to start limiting data but he has not heard that from UTOPIA providers. When that happens and everything is streaming, it could change the game. Again, he does not want the City's bill to continue growing.

Mr. Shaver commented that he wanted to express his confidence in the superb job Mr. Stam and Ms. Wells are doing on the Boards they represent, how they speak and their involvement to understand the workings and finance. He too noted his interest in the new plan and how they will recover the costs expended and when it will come back. The City will pay the 30 year contract and he has questions that he is looking forward to addressing with Mr. Marriott.

Ms. Hales asked if there were a time on that plan. Mr. Brass said no time had been given; although, he does not expect a vote at UIA before that plan is presented. When the original vote was taken by the Council certain benchmarks and assurances were to be met before more money was asked for. Not a lot of those benchmarks have been met and that is a big concern. The other concern, also expressed by the Legislature, was using bond money for operations. He does not know how to get around that, but it is an issue.

There being no other business the meeting was adjourned at 6:20 p.m.

Janet M. Lopez  
Council Administrator



**MURRAY**  
CITY COUNCIL

**DRAFT**

## **MURRAY CITY MUNICIPAL COUNCIL RETREAT**

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The Murray City Municipal Council met for a Retreat on Wednesday, September 26, 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:**

Mike Terry	Human Resource Director
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Vice Chairman Shaver called the Council Retreat to order at 4:30 p.m. and welcomed those in attendance. He mentioned that Mr. Brass asked to be excused, was running late and would arrive shortly.

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

### **Internal Operation of the Council Office including Staffing, Job Duties and Responsibilities and Related Matters**

Mr. Shaver mentioned that each Council Member had communicated to Mr. Brass what they were looking for and expectations in office staff.

Mr. Shaver commented that he had an opportunity to speak with Ms. Lopez who was grateful for the additional income that was provided and expressed great interest in maintaining her employment in the office. He remarked that Ms. Lopez indicated her enjoyment for the work and expressed great confidence in her ability to carry out whatever tasks were assigned for her to do.

Mr. Hales agreed that in meeting with Ms. Lopez he felt her level of confidence and competence corresponded to what the Council Members were seeking. He related that she had felt out-of-place not knowing what she should or should not do and what authority she had. He said he gathered that this time had been hard for her. Mr. Shaver confirmed that.

Mr. Stam brought up his personal preference that he and Mr. Shaver had taken advantage of a lot of training opportunities to understand the role they would fulfill. And the more



they understood that role the easier it was to know what needs they would have in office staff. His concern was that the newer Council Members, Mr. Nicponski and Mr. Hales, had not had the same opportunity to attend these same trainings. It is concerning to him.

Mr. Hales asked for an explanation of the trainings Mr. Stam referred to. The Utah League of Cities and Towns (ULCT) hosts' trainings for land use, types of governments and how they work, separation of powers, duties and responsibilities. He went to two land use trainings, one with Mr. Shaver. These are typically only available at the first part of the year and maybe occasionally in mid-year. This had helped him understand his role and needs, Mr. Stam explained.

When the Council Office first began into this change, Mr. Shaver took the opportunity to speak with people in other cities about what kind of staff they had, what that staff did for them and what they did on their own. In Taylorsville, they work things a little differently than Murray. They have no staff and the Council does everything. They meet together, form committees and carry out their duties on their own. Mr. Stam interjected that their Council is considered full-time. Mr. Nicponski said that the Taylorsville Council Members tap into the expertise of their employee group, John Taylor and others. They use Unified Fire Authority (UFA) and the Unified Police Departments (UPD) and operate much differently than Murray.

Mr. Shaver stated that in Sandy the Council takes a much more active role in economic development than Murray Council Members. Here that is in the hands of the Administrative Services Director. Murray City supports and attends resident meetings of importance; although the Council does not actively do anything.

Mr. Shaver mentioned a comment made by Mr. Hales previously on how involved the Council wants to be and how active they intend to be versus how much the City staff would do on behalf of the Council. He said that Ms. Jacobs, who held the Director's job before Mr. Wagstaff, literally created the agenda without real input from the Council Chair. That changed a few years before when the Council Chair began meeting with the administration. The Council has seen changes in how the Council administers their duties and functions. Mr. Stam said that there had been significant changes in the involvement of the Council. Mr. Shaver related that since he had only been on the Council three years, he could not measure the significance of those changes.

Mr. Shaver pointed out that the clerical duties take a great deal of time; but could be handled by a part time person in a lower grade. That is not what the Council needs. He would like to defer to Mike Terry to advise on that position.

He said that as a Council they need someone to fulfill the position title, such as, coordinator, administrator, supervisor, superintendent, manager, administrative executive, executive director or administrative coordinator. These were some of the words to describe the individual that the Council was looking for. The Council can call the new position whatever they want. He also had in front of him the job description created for Mr. Wagstaff. Mr. Stam clarified that the job description of Mr. Wagstaff was created by Mr. Brass and Ms. Dunn.

Mr. Nicponski suggested that the current Council should add to or subtract from that job description.

Mr. Shaver said that if the Council decides it wants a person at a grade level 25, then they could define those parameters and pay at that grade. Mr. Terry confirmed that. Mr. Hales

asked that Mr. Terry look at the responsibilities and make sure they fit within the level 25. Mr. Terry said he would try to do that and there is a lot of latitude. Mr. Shaver said that for the person the Council would hire, there is no position to describe that, at present. The Council will create it and define the duties. Then Mr. Terry can recommend a salary based on those qualifications that the Council proposes. A title will also need to be determined.

Mr. Shaver noted that Mr. Brass has everyone's list of job responsibilities and he suggested that in his absence a few of those be listed to give an idea of things the individual should be doing.

Mr. Hales said that if a part time person will be helping, then this job must include supervisory duties.

Mr. Stam mentioned that everyone's needs were very widespread, according to Mr. Brass and the information submitted to him. He is not sure of the best approach; however he feels the discussion should include why the Council needs staff and some of the things that we want staff to provide. Mr. Shaver said that is what is being done. Mr. Stam came with a list of what is needed and why it is needed, which is different.

Mr. Shaver suggested the Council Members start with what they feel is needed in staff support. He listed the responsibilities as proposed by Council:

- Supervisor to part time help.
- Self motivated.
- Clerical work to research past meetings or oversee that research.

Mr. Brass joined the meeting in progress. Mr. Nicponski informed him that Mr. Shaver was listing desired job responsibilities and then a discussion on why these things were needed, as suggested by Mr. Stam, would be addressed.

Mr. Shaver continued with this discussion. All agreed that two people were necessary in the office and that meant some supervision was required. Self motivated includes an understanding the tasks necessary.

There was some discussion of everyone's lists submitted to Mr. Brass. He remarked that Mr. Nicponski and Mr. Hales duties were very similar and Mr. Stam's was more detailed than the others.

Mr. Stam continued by reading his introduction (while Mr. Shaver made notes). He said, "My level of Council involvement is directly related to the reasoning that is uniquely related to each vote that I must consider. Depending on the subject matter of a vote a minimum amount of research is needed to identify both the perspective from the trenches and the high level objective overview, from 30 thousand feet, gaining a thorough understanding of both viewpoints and assists in identifying both short and long term needs of the City. This research will help me when voting to be able to state for the record why I made my vote." He has learned from past jobs to understand why he did what he did and if asked he would understand and be able to state why. This forms the basis of his needs, as detailed below.

- Research items as requested with finesse, skill, courage and independent judgment when providing information which may be controversial. (Brett added confidentiality.) (Dave added the ability to work with the department heads.)
- Have a relationship with and the ability to gain views and practices done by other cities without prejudice. What issues are they facing that could come to or have an effect on Murray?
- Have an understanding of land use and have an ability to explain cause and effect of zoning, use and development challenges. (Mr. Stam suggested that one can spend all day on a land use issue with the department.) Someone to understand and provide both viewpoints is requested.
- Legal experience with an understanding of the creation of policy, proper procedures, political approaches to accomplish Council goals and strategic needs to meet those goals.
- Jared clarified that he sees that as two different things, one is to be able to create or advise Council on policy and approaches they might use to accomplish political goals.
- Provide coordination and follow on a regular basis the activities and plans of action of the Utah League of Cities & Towns (ULCT). Some duplication occurs with Zach and Jim on the Board; although Murray may not always have a City Council Member on the board.
- Provide Council side of coordination with Lobbyist hired to represent Murray.
- Follow and provide Council's perspective with the City's local and state legislative representatives. Represent our views, Mr. Stam said. As we relate to the legislature on a different kind of basis, we may not have the same view as the administration.
- Have an understanding and provide analysis of actions needed to be taken with the budget and its process.
- Make sure Council plans for and holds meeting relating to the budget, strategic planning and capital improvement in a timely manner.
- Provide the access, information and tools for the Council to be an equal branch of government, as the Council is an equal branch to the administration. Jared asked for an example. Keeping Council aware and coordinating with the other departments. Mr. Nicponski said that it is appropriate for the Council to set policy and if there were policy disruptions someone needs to ferret that out and give advice to the Council, if policy is not being followed. Interface with the executive branch.
- Ensure the full and equal disclosure of all available information on program proposal components for Council consideration in order to create clear and complete public record. Everything the Council does goes on the record. The Council must make sure that when a land use change is voted a statement must be clearly made as to why it is being made for the public record. That is not completely done now. Others disagreed. New Council members must be taught how to make statements for the record.
- Consults with each Council member relating to emerging concerns or issues in their districts.
- Helps the Council be proactive with the administration without crossing over the line as it relates to our form of government. Council is responsible for creating policy and the

administration carries out. When the Council acts on a committee assignment, we try to get the Council's viewpoint across without giving them direction on how to carry it out. Mr. Hales added that he feels the Council is good at that.

- Proactively searches for practical and improved ways to get more information about the City to its constituents.
- Ensure the Council has adequate time to review, question and prepare for items requested by the administration to be added to a Council Meeting. Prepare an analysis of legislative issues for Council review. We do not want the administration to put something on an agenda without ample time to analyze and consider effects.
- Follows and understands Council involvement with assignments to different boards and commissions and helps Council Members distribute information from these meetings to the rest of the Council. Mr. Shaver said that is not done well.
- Try to help Council Members with their duties to relieve the amount of time each Council Member is required to provide with respect to the amount of involvement each member wants to have. He detailed that the individual hired could be asked to attend meetings on their behalf. This is done by some Council staff in other cities and may be something this person could step up to do. Mr. Stam added that Council Members are paid for 10 hours each week.
- Evaluate, report and make recommendations to the Council as to the general intent of Council policies in the form of ordinances and resolutions; whether or not they are being complied with and carried forth by the City in order to determine if additional ordinance, resolutions or policies are required. Mr. Shaver commented that it is the same as Mr. Nicponski referred to. Mr. Stam continued saying to analyze how these policies and ordinances relate to the strategic plan and capital improvement procedures that have been established.
- Coordinate and attend Council meetings, citizen meetings and other meetings including administrative meetings as requested by the Council.
- Coordinate services of appointed or hired independent contractors. For example, if the lobbyist or strategic plan creators are hired by the Council or an independent agency to do an audit, then coordination would be handled for the Council.
- Review resolutions and ordinances presented for Council approval to determine compliance with Council directives and policy decisions. Does it meet or go against Council policy?
- Maintain a procedure log and work with each Council Member to help them follow proper procedures with ideas and issues they would like to bring forward. Help establish CIWs with information to go along with it.
- Make recommendations to the Council on how to enhance the Council's image and effectiveness.
- With the understanding that City staff works for the administration and at the will of the Mayor, provide an independent view of all research, with cause and effect, not to place employees in a position to jeopardize their position. Information provided by staff will be biased to their wants and needs. Help the Council obtain their view from 30,000 feet.

Mr. Stam gave his opinion and further explanation for some of his requests saying that he would not want to take too much time from City staff with questions and research, which would cut into the time they have for performing their duties. The Council already takes much of their time and if he is doing his best to learn and make the right decisions then he would have many questions. He would not want to place City staff in the position to feel that by providing an unpopular answer they place their job in jeopardy. He has had department heads tell him that they probably would not make a recommendation that went against the Mayor's wishes.

Mr. Nicponski said that they need to work that out with the Mayor, as in his dealing with the Police Chief he went up against the Mayor and Chief of Staff.

Mr. Shaver went back through the list to confirm his accuracy.

- Supervisor
- Clerical
- Self Motivated
- Research
- Understand tasks and job duties
- Maintain confidentiality
- Department head coordination for the Council
- Use and knowledge of other cities and how things are done there and the benefits for Murray.
- Land Use knowledge of codes and ordinances
- Help create policy and not do it for us. Review it with Council.
- Advise Council on best approaches on reaching their goals.
- Up to date with ULCT.
- Work with Council lobbyist and others that might be hired.
- Represent Council views to other government agencies, like county, state and other cities.
- Be familiar with budgeting process.
- Task the Council to make sure the Council is meeting its obligations.
- Attend Council and administration meetings and actively coordinate with them and the Council Chair.
- Be certain that the language of record is covered, sound and does not get out of line working with Mr. Nakamura.
- Knowledge of districts and how the Council may work on public relations.
- Coordinate the Council with the administration. Attend those meetings.
- Citizen communication, making sure information is reaching the citizenry.
- Formulate Council agenda, with the Council Chair, making sure Council Members are aware of activities.
- Analysis of legislative issues coming through the pike.
- Coordinate and communicate with the Council Member on committee assignments.
- Representation to committee and boards on Council matters. Be a watchdog for the Council on things happening in the City.

- Make sure the Council is on course with the CIP and strategic plan elements.
- Attend any meetings requested by Council Members, like the Council-Admin meetings.
- Work and coordinate with those hired by the City Council.
- Review resolutions for compliance.
- Review proper procedures with the Council as to the best way to go about doing something.
- Help with Council public relations to present them publicly in the best light possible.
- Review administration and staff proposals and agendas against Council policy and procedures.

Mr. Hales commented that the land use is a great thing and he had talked with Mr. Tingey who said that he hoped the Council would come to him and depend on him. He has his doctorate and has so much experience in this area. It may be good to have but not mandatory because the Council has that expertise available. Mr. Brass said that G.L. Critfield had been the person he has gone to for years on land use questions.

Mr. Hales also stressed that he would love the person in this position to go to meetings and take notes; however, he would not want them to represent his views. Mr. Brass agreed, as did Mr. Stam who would not want them to vote on his behalf.

On land use, Mr. Stam said that as he got into land use the first year, there were many issues that he sat down and asked the Director to help him understand. Mr. Stam said that he loves Tim and talks to him all the time; although, if you have ever tried to call Tim you get him maybe 25% to 30% of the time. Mr. Hales get through all the time or he receives a call back right away. He stressed that Mr. Tingey is phenomenal to get back to him.

Mr. Shaver said that he meets with Mr. Tingey who has requested that the Council Member send him the question and he gets an answer. If he has a legal issue he sends it to Mr. Nakamura and gets something back within an hour or takes more time for research.

Mr. Shaver confirmed that the land use knowledge is not necessarily needed. Mr. Brass suggested that if whoever has this position goes to the ULCT trainings and takes Land Use classes they will have the background that is necessary and he thinks it would be smart. Mr. Shaver said the Council could advise that training. Mr. Hales agreed that it would not be required to come in with that knowledge. Also, the price goes up for an employee to have that background.

Mr. Shaver questioned the need for the Council staff to represent Council views to other government agencies, like county, state and other cities. He pointed out that the ULCT does that, unless he means Murray specific. Mr. Stam said it was Murray specific. Mr. Shaver noted that he appreciates that duty; although, once a policy has been established, then it is up to the administration to take responsibility for carrying that out when they meet with other bodies, such as, the Council of Governments and Council of Mayors. This would literally mean this individual would have to have that line of communication with the other governmental agencies. Mr. Nicponski pointed out that when the Council took a position on the Art Center, Doug Hill had responded back to the County. Mr. Shaver agreed with that and asked if something specific was

being referenced. Mr. Stam said that it is helpful when, as in the past, the City held a breakfast for the Murray area representatives to meet with the City. Ms. Wells set that up. Mr. Stam said Mr. Wagstaff helped. He noted that Mr. Wagstaff had made an effort for Mr. Stam to meet our representatives at League meetings and speak with them about Murray issues. They take it differently from a Council Member than from an employee.

Mr. Shaver mentioned several things he liked. One was for the Council staff to represent Council to the public. He mentioned that Ms. Lopez would receive phone calls or letters and she would inform him of the person with the issues in his district. He really likes that support. In one instance she got information for him and gave background on something specific to his area. It helped him go ahead and follow through.

Mr. Brass agreed and added that Council Rules and description include attending and helping set meetings and should stay in the job description. It is absolutely imperative that the Council staff deal equally with all Council Members and Ms. Jacobs was very good at that. He said he did not think the Council Members had that for awhile, someone that had your back under any circumstances. It goes along with confidentiality.

Mr. Shaver wants someone to be a watchdog and remind of meetings and commitments.

Mr. Brass stressed that Murray is an excellent City, nothing has slipped and the Council has been frugal with the budget. Murray is better off than many cities and service has not suffered. There are many things that still need money to fund; however, he declared that Murray is not Salt Lake City, West Valley City or Ogden all of whom are dysfunctional. We run well as a small town. A staff of 500 is not needed. The thing he enjoys most is that everyone sits down and talks together.

Mr. Nicponski liked the comment that the foundation is solid, even though there may be a couple of cracked windows, pavilions or restrooms, but we don't need to throw everything out and start again, Mr. Brass agreed.

Mr. Shaver mentioned that the word "review" was used in several instances and he likes someone that does keep us on track. For example, he had a question on zoning for animals and it was brought up that someone else had another instance for animal zoning. That is a review and we were able to address them together. When Dave had a budget issue, Ms. Lopez called him to discuss it. It is difficult for the Council to be able to communicate without that information being shared. He feels there is a part of that that the Council needs to look at.

Analysis of legislative issues - if something is coming down and she sees it based on review of policy and procedures then the Council can act on it.

Request of attending meetings is good and on review of all issues he is not sure exactly what that is but as we get into that it can be identified. Mr. Brass said that the Council can make it easy on the legislative issues, such as anything to do with revenue and taxation is a hot button for the City. As Council Members you can go onto the legislative website and say if certain people meet, then sign up to be notified and emails of the agenda will be sent frequently. We can do that with water use issues. Those affect Murray particularly since we do not touch any

other system. If they go after our rights to bank water then that is significant. Certainly, we can ask whoever gets the job to sign up for notices and let the Council know.

Mr. Nicponski likes the idea that the individual have a community perspective; they may respond for us but let us know of issues. Mr. Shaver asked if he wanted to be involved or give the autonomy to do that. Mr. Nicponski said that sometimes he wants to be involved, other times not, but he always wants to know of the matters. Mr. Nicponski said one issue came up that he let staff handle. Mr. Brass confirmed that should happen most of the time.

Mr. Shaver noted that understanding the budget process is critical. It keeps the Council on track and allows the process to continually work. Dates and times are important, Mr. Brass added.

Mr. Nicponski asked if media relations refer to the Chair's responsibility. This person would need to work with the Chair on this. RDA issues should go to the RDA chair, Mr. Brass noted.

Mr. Shaver said that he would like to discuss one other matter and is okay on everything else as it has been covered. The department head coordination – he asked what Mr. Stam was looking for there. Mr. Stam responded it deals with his concern that this person needs to relate to the department heads; although he fully expects the departments to give him their perspective from what they are fighting through and working on. He expects them to be biased to what they are doing. The Council's job is to review the issue from the 30,000 foot level and make a fair assessment of each matter. Mr. Shaver asked how he sees this individual being involved in that. It is the point that if we do all the research or employees do all the research, instead of our own staff, we put them in a position to jeopardize their position. Mr. Shaver clarified that sometimes it is helpful to go outside the City to find the information and research that is wanted. Mr. Nicponski argued that if that happened with this Mayor then he would agree; however, he does not see that happening with this administration. Adjustments could be made down the road with a new administration if it becomes an issue then. He said that the Council does not have that dilemma.

Mr. Brass said that anytime you rely on someone else to do your research, then they are going to bias that information with their own opinion. It is human nature and that is the reason he has chosen to do his own research. When that research trips up against something he has a question about, then he goes to the individual with that particular expertise. A hair brain idea can go through our minds; although, he first takes that to legal to see if it can be done. Then he goes to find out if it has been tried already because Murray has been in existence for over a hundred years. Mr. Brass stated that anyone can disagree with him; however he expects reasoning to back it up.

Mr. Shaver mentioned a recent example when, in discussion, a point was made presenting other options and that being the case, sometimes the originator even changes their opinion. This was in reference to purchasing or leasing vehicles. Sometimes by bringing a topic out a different perspective can be offered by the opposing side. In this case the Council decided to go outside for an independent financial opinion different from the person benefitting by the



use of the vehicles. He did not know whether it should be the Council staff person to analyze that but the Council should have that option to go outside the City.

There was some discussion about how things are done in other cities.

Mr. Shaver agreed that sometimes it is appropriate to use the department heads expertise; however, when the Council hires an outside consultant it gives another viewpoint. Mr. Brass pointed out that consultants can also be “an opinion for hire” and the Council needs to be careful. In the case of George K. Baum, Mr. Brass asked for a financial decision that is the best option for the City relating to the proposal and the alternative not based on my opinion or that of other City staff members. Mr. Shaver asked if that outside view is something the Council wants to hire for its office or is it something that would be done on an as needed basis. Mr. Brass and Mr. Hales agreed that as needed would be preferable.

Mr. Stam offered a little different perspective giving an example of the ULCT meetings in St. George where he heard Clearfield’s presentation of their strategic plan and capital improvement plan (CIP). He talked with Jeff Dredge who took the idea to Jan Wells; Mr. Stam talked with Frank Nakamura, Doug Hill, Tim Tingey and Mike Wagstaff gaining their experience and comments. With that background, Mr. Stam then asked Mr. Wagstaff how to proceed and Mr. Wagstaff gathered information and researched that point. The result is the current CIP and strategic plan of the City.

Mr. Shaver pointed out that he had done as much research as necessary and as he had time for and then asked the Council Director to follow through with specifics on how to go forward. We want our Council staff to be able to research the state, county, cities on our behalf to determine next steps.

Mr. Brass expressed that this was collecting the data for the Council; however analyzing and formulating opinions is a completely different thing and that is what the Council is paid to do. Mr. Hales agreed with that concept saying that the Council Member was voted in to do that for the constituents not to have someone else do it.

Mr. Hales said this person will need to make a million dollars a year to work with five people like all of them.

Mr. Brass asked those who have been in business how they would behave if their boss had changed every two years. Sixty percent of the people who supervise you could change every two years. He noted that Council Members are temporary help, at best, and temperamental. Mr. Nicponski said the job description protects the Council staff.

Mr. Brass added that it is critical for anyone who sits in that office to have sound relationships with all City staff with mutual trust otherwise staff will not go in that office. Others agreed.

Mr. Hales said that trust is the number one criteria, not knowledge, trust. Someone can be knowledgeable with no trust and it hurts in the long run.

Mr. Shaver mentioned that the individual does need to keep up to date on the ULCT as well as the state. The ULCT has a great website of what's happening legislatively and they form opinions on it, as well. They give detail. We keep up to date on what's happening and how it affects us.

Mr. Brass said that he gets updates on what the ULCT is doing and it is very easy to forward those on the Council. He and Zack get the resolutions that will be voted on and can send them on before it becomes a fact. The resolutions are not on the website until they are voted upon. Those are created in the Legislative Policy Committee, the Board votes on them and then they are presented to the body. If one attended the ULCT general meeting, the resolutions were presented, Murray had X number of votes and you could have voted.

Mr. Stam said that something he discovered over the last two and a half years was that the amount of reading was becoming very significant. One thing he would like this person to do is to help filter some of the reading. Mr. Hales said he can't read it all either, but he does not want someone filtering. Mr. Brass said it would be good for someone to look for traps. Is there something that will affect us, cost us money, create an issue or conflict with something else? For example, joining Metro Fire, if you looked and found that there was a cost, that is important to the City. Quick review is good and the conclusion is not always in the ordinance. He made an assumption that staff listened when he said, "Leave Center Street alone," but he was wrong.

So are we saying we expect this person to read all the paperwork, Mr. Shaver asked? Mr. Brass said that everything that goes on the job description has a meter ticking on salary and he did not think the Council was willing to pay six figures. Mr. Shaver said that, for example, if something comes from Metro Fire, this individual can then go to the City and asked if finance, legal and the Fire Chief have looked at it. If it is contrary to Murray City policies or if it will cost money, then our staff can consult with the department heads and communicate the pertinent points to Council. Asking them to read all of it is a lot. Mr. Brass said that formerly in the Power Department the City was receiving an award a week and some of those we actually paid to get. "Best in State" costs money to apply. The RP3 (Reliable Public Power Provider) Award from APPA (American Public Power Association) conservatively cost about \$15,000.

Mr. Shaver said that knowing UTOPIA (Utah Telecommunications Open Infrastructure Agency) and UIA (Utah Infrastructure Agency) have some issues that he was still uncomfortable with, he asked Ms. Lopez to research the minutes. She went back and read through it, highlighted it and sent it on to me. He said he also asked Mr. Nakamura to look at the legal issues. Ms. Lopez gave a different perspective and in that process she researched when it happened and what the essential points were to make sure that he did not miss anything. He said she highlighted and said, "Were you aware of this?" I had missed it. That is helpful. He also talked with Mr. Nakamura and chatted about operations with Mr. Stam.

Mr. Hales said he likes the questions just asked and suggestions made and Mr. Hales wondered if Mr. Shaver would ever share that with him, because he learns from it. Mr. Shaver replied that he would never assume anyone wanted that information. Mr. Brass agreed that it is a good way to learn without someone imposing their opinion on you. Mr. Hales said that Mr. Shaver is good not to impose his opinion.

Mr. Brass explained that he learned in Planning and Zoning that when you rely on someone else's opinion, sometimes you never get to the crux of the matter. When you get ordinances and recommendations it is easy to go with that recommendation; however, for example, if there is no sound reason for the limitations in an ordinance, then it is possible to change the ordinance accordingly. That is the job of the Council; if you don't do your reading you do not pick up on that and there is no reason to make something unnecessarily difficult for our citizens. We may not intend to. Technology and design may have improved and now there is no reason to stay with outdated standards.

Mr. Shaver said that we do the same thing and he pointed out the Park Center and hours that were cut based on prior budgeting issues. Now if the budget has improved do we reinstate the hours or just leave it due to prior issues that are no longer valid. We may be past that and it could be adjusted back.

Mr. Stam explained his point. Looking at emails and the sheer number that he receives he would love someone to be able to eliminate some of the junk that does not need to be read. Mr. Brass said that backup is good, but if you rely on that then you are not doing your job and you get bitten. It is like Fireclay. If we really did not like the suggested colors, then we should have said something from the beginning.

Mr. Nicponski pointed out that they have an investment and seem to know what they are doing. That is why he made a motion to approve, Mr. Brass added, and it is a reason for changing your mind in the meeting.

Mr. Shaver read through the job description items: supervisor; clerical; self motivated; conduct research; understanding tasks; confidentiality; treat each Council Member equally; department head coordination; knowledge of other cities; create policy with Council; advise Council on how to approach goals based on policy (advise only); up to date with ULCT and state legislative issues; work with Council lobbyist; understand budget process - task the Council in a timely manner; keep Council on tract; attend and be involved with Council-administration meetings; be certain language of record is sound – coordinating with legal; individual district knowledge; coordinate Council activities with administration; citizenry communication to make sure Council information is going out; create agenda with Chair; analysis of legislative issues; coordinate and communicate with Council on committee assignments; be a watchdog; review CIP and strategic plan making sure criteria is being met and reviewed in meetings; attend meetings at request of a Council Member but not speak for them; work and coordinate with those who are hired by the City Council; review resolutions for compliance; internal review for proper procedures for City Council; be the Council voice to the public promoting good public relations and insuring that the Council is seen in a good light; review with administration and staff proposals and agendas of City Council policy and procedures; and distill information as part of research.

Mr. Brass asked Mike Terry to take that document and the current handbook and create a coherent job description that the Council can review. Then the next step is to get the job description for the part time assistant. Then he asked who we should hire. Do we offer the job to Jan Lopez knowing she will require training on some of these issues and we have the ability to

do that or do we go out? Also, he asked Mr. Terry for a recommendation on where the salary range should be started with those qualifications.

Mr. Stam said that they had not heard anyone else's list on job requirements. Mr. Nicponski and Mr. Hales both agreed that they were comfortable with the direction taken. Mr. Brass said it is pretty much what the job description is currently. Mr. Hales said that Mr. Shaver had taken the items and what had been said and put it down in a meaningful way. Mr. Nicponski expressed how impressed he was with the way Mr. Shaver had handled it. He did an outstanding job.

Mr. Stam showed the group the amount of information he had taken his comments from. He actually got a summary from the cities he talked to with the salary range and how many staff members were employed.

Mr. Nicponski asked what needs to be done next to make the decision for the Council to go to Ms. Lopez and not to the outside. Mr. Brass responded that the Council would require a salary recommendation from Mr. Terry and then make an offer. With clarification, Mr. Terry agreed to take care of that.

Mr. Shaver insisted that a deadline be set, others agreed. If the decision is made to make an offer to Ms. Lopez, then the Chair would do that because the Chair supervises staff, Mr. Brass stated. That decision needs to be made.

Mr. Shaver said that once we get that information we may look at it and decide if Ms. Lopez fits the description, needs further training or if the Council needs to go outside. There are things Ms. Lopez would admit that she does not know; it is the decision of the Council if she is trainable.

Mr. Nicponski asked if the Council could relay any information to Ms. Lopez to relieve her stress. Mr. Brass said she knows what is going on. He will communicate to her again. Mr. Hales said it is a major stress to her not to know and he asked that the Council not go more than two weeks for a decision.

Mr. Terry said that he understands the job duties however he is not clear on minimum qualifications. Do you care about degrees, or years of experience? Mr. Shaver said that if the Council has to think outside of Ms. Lopez, then it is something to be looked at. Mr. Hales said that you would normally have an experience option over a degree. You don't have to have a degree. Mr. Terry suggested a bachelor's degree or equivalent years of experience.

Mr. Nicponski noted that this would be concluded on or before October 10, 2012. Others agreed.

Mr. Brass adjourned the meeting at 5:53 p.m.

Janet M. Lopez  
Council Office Administrator



MURRAY  
CITY COUNCIL

DRAFT

## MURRAY CITY MUNICIPAL COUNCIL RETREAT

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The Murray City Municipal Council met for a Retreat on Monday, October 8, 2012, in the Murray City Center, Conference Room #107, 5025 South State Street, Murray Utah.

### Members in Attendance:

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

Council Chair  
Council Member  
Council Member  
Council Vice Chair  
Council Member

### Others in Attendance:

Mike Terry

Human Resource Director

Council Chairman Brass called the Council Retreat to order at 5:00 p.m. and mentioned that this is an internal discussion.

### Business Item #1:

#### **Internal Operation of the Council Office including Staffing, Job Duties and Responsibilities and Related Matters**

Mr. Brass said that this is a continuation of a previous discussion on staffing job duties, responsibilities and related matters.

Mr. Brass said that in the last meeting, they came up with a list of requirements for the jobs. He thanked Mr. Terry for putting them in a neat, legible format. He said that they have the job descriptions and they need to talk about them.

Mr. Shaver asked if they want to go through each of the job duties such as examples of duties, requirements, and physical demands.

Mr. Brass communicated that where people have issues and concerns that they need to bring up, bring them up. Going through the ones that they don't have problems with will take a long time.

Mr. Stam said that before they got into the duties, he had a thought. The job description says, "Under the general supervision of the Council Chairman." He thinks that because the job is under the general supervision of the Council Chair and Vice Chair and because they don't

want to have favoritism shown to any Council members, because that has been an issue. He asked if he wants to have something done, is he required to go to the Council Chair to ask for permission to have staff do something for him.

The other Council Members replied no.

Mr. Stam said that he is just trying to specify. He knows that in his research in talking to some of the other cities, they have people in their offices and then they have hours available. They discuss what they want to do with the Council. If someone has a project they are working on, time is assigned to the Council staff to work on the project.

Mr. Shaver said that there are two specific instances in this job description where it requires the Council Administrator to work individually with Council members and follow their directions. He thinks that it can only become an issue if one Council Member is taking all the time of this person. Then it becomes an issue and the Council Administrator would have some place to go. Then they can go to the Council Chair and say, "I'm spending 30 hours a week working for this Councilmen." There's a direction for them to go. It's not one way, it's both directions. This Council Administrator has the right to go to the Council Chair and say, "I spent five hours on this and 20 hours on this and two hours on this." That's where the general supervision comes. Then whoever the Chair is can go to that individual Councilman who has been taking all of the Council Administrator's time and have them explain why.

Mr. Nicponski agreed. He said it's free ranging until the Administrator needs the Chairman to step in.

Mr. Brass said that it has always been that wording and it's never been an issue.

Mr. Terry asked Mr. Brass if he would like him to add Vice Chair to the job description.

Mr. Brass said he would like him to because it has always been the Chair and Vice Chair, and it should be.

Mr. Shaver suggested Mr. Terry go through the job description, and anytime it says 'Chair' add 'Vice Chair' as well.

Mr. Terry asked if they would like Chair instead of Chairman.

Council agreed to have Chair and Vice Chair

Mr. Shaver had a question about where the job description talks about the legislative issues. He wants to know if they are talking about the Council's, State, local or Federal legislative issues. He asked if they should clarify what they mean or do they leave it as any legislative issue.

Mr. Stam said that he thought it would be all legislative issues, not just State.

Mr. Shaver asked if they want to specify or define that or is there agreement with just saying legislative issues. We do legislative issues and it could be read to say that all we are asking for this person to do is any legislative issue that we do. We are the legislative group.

Mr. Brass said he believes the intent was the legislature.

Mr. Nicponski agreed that it is for State legislative issues.

Mr. Brass asked if anyone would disagree with that.

Mr. Shaver asked if they should put State legislative issues for Council review, or reword it, or is it just understood.

Mr. Brass said apparently it wasn't. You've been here long enough that if you misunderstood it we probably ought to clarify it for somebody who just shows up. He asked Mr. Terry if he could find a way to make it clear that it's the State Legislature without having to be too wordy.

Mr. Shaver communicated he does not like the last sentence of the last paragraph. He knows what they are trying to say, but he's trying to find an easier way to say it.

Mr. Brass said that your involvement is your choice. If anything, it would be nice to advise new Council Members that you have to learn to say no. It took him a while to learn that. Eventually you have to learn to say no.

Mr. Shaver said that if he could make a change it would be "aide's council members with their duties, with respect to the amount of involvement each member wants to have." He would just cut out that middle part.

Mr. Terry confirmed what the changes were to be, "aide's council members with their duties with respect to the amount of etc., etc."

Mr. Nicponski said on the next one, the last word of the second sentence is compiled, not compiled.

Mr. Terry confirmed the change.

Mr. Shaver had a question about the top of the next page where it says may be asked. He wants to know by may be asked by whom. He explained that it says, "Analyzes how policies and ordinances relate to established strategic plan and CIP procedures may be asked to distill large volumes of documentation and provide a condensed opinion."

Mr. Terry reminded them that they had a discussion that they don't want this person to filter or leave stuff out, so somebody said that maybe distill is the right word.

Mr. Nicponski said that wasn't what Mr. Shaver was saying. Mr. Nicponski said that Mr. Shaver wants to know who is going to be asking the Council Administrator to distill documentation and provide opinions.

Mr. Brass suggested it say may be asked by Council Members.

Mr. Shaver said if the administration asks the Council Administrator to distill this down for the Council, he doesn't think our person has to do it. I don't think that is a requirement. That should be the administration's job to distill it down.

Mr. Nicponski said that they have made it a practice to specify Council Members throughout this document.

Mr. Nicponski suggested that Mr. Brass could start walking them through the job description by going through each job duty until they get to the ones people have issues with.

Mr. Brass said that he thought the next line was pretty clean.

Mr. Shaver said that they need to add Chair and Vice Chair where it says, "Coordinates and attends Council meetings, citizen meetings, administrative meetings and other meetings requested by the Council."

Mr. Brass said that did not need to be changed because the Council rules allow any Council Member to hold a meeting.

Mr. Hales said that he thought he could ask to hold a meeting, even though he is not the Council Chair.

Mr. Brass agreed.

Mr. Stam said that Ms. Lopez is currently going with him to the Finance Committee meeting.

Mr. Brass said that it has always been in the rules that a Council Member may want to have a meeting in their district over an issue. They have general meetings for the whole City, but they also have meetings, like they did for the Storm Water. Mr. Brass said that he likes the budget line as well as the next line on Boards and Commissions.

Mr. Shaver asked to make a recommendation to change the word "different" to "various."

Mr. Shaver asked Mr. Brass about the section that states, "Assists Council in creating Council office budgets, and regularly monitors Council office expenditures."

Mr. Terry asked who creates the Council office budget.

Mr. Shaver stated that the Council Chair creates the Council budget so it should say assists Council Chair in creating the Council office budget.

Mr. Terry clarified that this applies to just the Council office budget.

Mr. Brass replied that was correct, it applies to the Council office budget.

Mr. Brass said that the next job duty on the list, "proactively liaises with City administration on a variety of issues and initiatives" was also good. He asked what everyone else felt about the next duty, "builds relationships with other cities to discover best practices, and determines which issues their facing and if Murray will be affected."

Mr. Shaver said that in his own way of thinking, it should say, "And determines what and how such issues will affect Murray City."

Mr. Stam asked Mr. Shaver what he is changing the bottom line to.



Mr. Shaver replied it determines what issues and how such issues will affect Murray City.

Mr. Nicponski said that change was fine with him.

Mr. Shaver said it should say, "Builds relationships with other cities to discover best practices and determines what and how such issues will affect Murray City."

Mr. Terry read it back to them. "Builds relationships with other cities to discover best practices and determines what and how such issues will affect Murray City."

Mr. Brass asked about the next two sections that talk about coordination and action plans with the Utah League of Cities and Towns (ULCT) and provides and schedules training with the ULCT.

Mr. Shaver said that he has no problem with the ULCT, but has a problem with the phrase "provides training."

Mr. Hales said that he was thinking of rewording it somehow so it would talk about setting up training as opposed to provide the training.

Mr. Shaver said that was really the intent behind it.

Mr. Shaver said that the way it is worded makes it sound like the Council Administrator is going to train the Council. He also said that it covers two things by saying "schedules". As an example, when new Council come in, the Council Chair and the Office Administrator should sit down with a new Council person, show them the meeting schedule and go over requirements are because right after all of them came in, they had to conduct a meeting. Imagine if you had to come in, get sworn in, then go up and actually conduct a meeting. The Council Chair and the Council Administrator should provide some training of what should happen, what it's supposed to be, Robert's Rules, etc., but they should also schedule some of the trainings, like ULCT.

Mr. Stam suggested the wording be, "provides training and scheduling opportunities for Council Members.

Mr. Terry said what if you put a comma after members so it would say, "Provides training to Council Members."

Mr. Stam interjected that the Council Administrator is not doing the training.

Mr. Terry said that they are doing some training. They are just not doing the ULCT training. He suggested they reword it to, "Provides training to Council Members, and schedules training opportunities with the ULCT."

Mr. Brass said that does both because Shannon Jacobs gave me training on how to conduct a meeting, at my request. He thinks that both will work fine. He also said that the League does excellent new council training so both should be in there as well.

Mr. Hales said that Ms. Lopez trained him on certain things.

Mr. Terry asked if he should drop the "etc." at the end.

Mr. Brass said no because there are other things that could come along.

Mr. Shaver said that Mr. Brass made that point about six months ago when they talked about going to the APPA conference. That's training, but it is not a ULCT sponsored event. Mr. Shaver thinks that they need to be inclusive of other opportunities. UAMPS training is not included in the ULCT. Power Board events are also not included in the ULCT. There is a lot of information that they receive training about that doesn't necessarily mean that the Council Administrator or the ULCT will be the only people training the Council.

Mr. Brass said to leave it in the job duties. He then asked about the next item under the job duties which is, "Coordinates efforts with Murray contracted lobbyists, or other appointed or hired independent contractors." He doesn't feel that "contractors" is a good word and maybe they should use a word such as consultants. He would like the wording changed to lobbyists or consultants.

Mr. Stam asked if he wanted it to say appointed or hired consultants. He asked if we would have any appointments that would fall under this.

Mr. Terry asked if Novak would be considered an appointed consultant.

Mr. Stam said they were a hired consultant.

Mr. Nicponski said that we may hire an auditor to consult, but they would not be appointed.

Mr. Terry suggested they change it to, "other hired consultants."

Mr. Brass suggested leaving in hired contractors because it's pretty broad.

Mr. Nicponski agreed.

Mr. Brass moved onto the next job duty which is, "Provides the Council perspective to the City's local and state legislative representatives, creates opportunities for Council Members to interact with Government leaders." Mr. Brass does not care for this job duty. He feels that Council Members should be providing perspective of the Council to the State Legislators. Our Legislators like the fact the Council Members meet with them, as opposed to the Council Administrator, or whomever. The Legislature likes to be kept informed and if the Council Members meet with them, they get to know them. He doesn't mind if an opportunity comes up for a legislator to introduce a Council Member to someone they know, that's great. It goes back to filtering.

Mr. Hales said that he felt this part could be left out.

Mr. Terry asked if they would need the Council Administrator's help to get access to Legislators.

Mr. Hales said that he didn't think so.

Mr. Brass said that new Council Members might, but he doesn't.

Mr. Terry asked if the second part of that may be true then.

Mr. Hales said that he guessed they could leave it in, but when he was new he didn't need help, he could get ahold of who he needed to.

Mr. Shaver said that he wasn't sure if he would necessarily make it part of the job description. He thinks it's more of a request that the Council Chair and the Councilman say, "I'd like to meet so and so" and then it is facilitated by the Council Administrator. He feels that it doesn't need to be part of the job description, it's just a request.

Mr. Terry said that he would take out the whole thing.

Mr. Brass moved to the next job duty which is, "Regularly searches for practical and improved ways to get more information about the City to constituents and recommends ways to enhance the Council's image and effectiveness." Mr. Brass said that one of the things that all the Council Members agreed on when the consultants were here was to have more communication with constituents. He thinks that is a good one. He was not sure how everyone feels about the wording, but he felt the concept was good.

Mr. Terry said that it almost infers that the Council's image is somewhat sullied.

Council Members agreed.

Mr. Shaver said that to him interaction is more important than creating an image.

Mr. Stam suggested taking out the word "image" and leave in the word "effectiveness."

Mr. Shaver suggested changing the wording to 'regularly schedules practical and improved ways to provide information to the City's constituents or to the District constituents or something of that nature.' He doesn't feel like they need to worry about their image.

Mr. Brass asked if there were any comments on the education and experience area of the job description.

Mr. Shaver asked to back up to the last line under the job duties which is "Performs other duties as assigned."

Mr. Brass said that wording is in every job description.

Mr. Shaver said that statement covers a wide gamut of things and sometimes people can get carried away with things they want.

Mr. Brass said if that were to happen, the Council Administrator would then go to their boss and it would be dealt with. He moved on to education and experience section of the job description.

Council Members felt this section was fine.

Mr. Brass asked about the next section, "Special Requirements."

Mr. Terry said that this is where he put land use.

Mr. Brass spoke of a part that talked about flexible working hours including attending evening and weekend meetings. He believes that we have enough experts in land use and zoning.

Mr. Nicponski said that he thought the idea was to utilize our expertise that the City makes available to us through the Mayor's office. He feels that the Council has a good relationship with the Mayor's office and that they can go to anybody and anytime to get anything. A concern he has is that he doesn't want their employee trying to one-up the Attorney's office.

Mr. Shaver shared a line that he likes that says, "This is an appointed position of Murray City and is exempt from the career service system." He said that they aren't trying to create a document that will last an eternity, the City creates those; the Council does not. This particular document is specific to the Council. The Council can change and adopt it based on the fact that Ms. Lopez could tell them that she will only be here for one more year; give notice to leave or if the Council Administrator says they have another position that starts in two years. The Council has the right to re-adjust their position as they see fit. Mr. Shaver also said that if you say it's a requirement, then it's a requirement, but preference is not a requirement.

Mr. Terry said preference is just saying that it would be nice if the person had it.

Mr. Nicponski said it would be nice for the person to have tax expertise or water use capability, you could go on and on once you start. He likes what was said about the word preference.

Mr. Shaver said if that's something they want to have happen, then they should have the Council Administrator to go to a ULCT Land Use seminar and get training.

Mr. Brass agreed.

Mr. Nicponski confirmed that what they mean is to have their Council Administrator go get some expertise and training.

Council Members agreed.

Mr. Brass reiterated to leave it and if needed, they will do some training. He addressed Mr. Hales about a concern he had with the next item.

Mr. Hales said he was concerned about the legal experience. The job description says, "The person in this position should have legal experience with understanding of creation of policy." He doesn't feel it is necessary to have someone in this position that has legal experience.

Mr. Brass said he is not sure he wants to pay somebody for their legal experience.

Mr. Hales agreed. He said you can say legal anything, but he feels it could almost be left out.

Mr. Nicponski suggested they say "understands the creation of policy."

Mr. Stam said that it's not only the creation of policy it's how it applies.

Mr. Shaver suggested taking the word "legal" out and leaving the rest of it because that's what they're looking for.

Mr. Terry said it would be changed to, "experience with and understanding of the creation and application of policy."

Mr. Brass said the next line is pretty clear and they should keep it as it reads. It says, "The ability to provide analysis for budgetary process." He has a problem with the next line which states, "Ability to exercise confidentiality in the judgment to determine who needs to know what information." He suggested taking out that line. The other Council Members agreed.

Mr. Stam said that if someone is working on a project and they decide that everybody needs to know it, it could take the effectiveness away from the project.

Mr. Shaver said that earlier they talked about the Council Administrator being able to provide discretion. They could add confidentiality to that part of the job description. Some of the things the Council talks about amongst themselves or individually get chatted upon when they are prepared for it. It shouldn't go all over the place.

Mr. Brass said to take out that part of the job description. He went on to say that he feels the last paragraph of the job description is good.

Mr. Terry said that the rest of the job description is required information. He asked the Council how they felt about the pay grade and pay range.

Mr. Brass said he liked it. He feels like if you start the Council Administrator at the bottom, it gives them an opportunity to grow over time.

Mr. Shaver pointed out that this job is for one person, however, the Council is thinking about hiring a second part-time position. He would like to discuss what the overall budget should be for staff.

Mr. Brass said that even if they were to hire another person, their budget for staffing would go down from what it was in previous years.

Mr. Shaver and Mr. Hales would like the total budget to stay under \$100,000.00.

Mr. Shaver asked how much more the benefits would be.

Mr. Terry said benefits would be about another third on top of what the Council decides to do.

Mr. Hales said that it will be close to \$100,000.00 because they wouldn't give the part-time person benefits and he guessed they would probably pay them around \$13.00 per hour.

Mr. Terry said that Mr. Hales is exactly right. Mr. Terry said that he would recommend the Council hire an Office Administrator II, which the minimum is \$13.81 per hour. The Council

would not have to pay them benefits if the individual in this position worked 19 hours or less per week. That would be a salary of \$13,600.00.

Mr. Nicponski asked what the cost would be if they decided to pay them benefits.

Mr. Terry said benefits would cost another third, making the total compensation around \$20,000.00 per year.

Mr. Hales asked about benefits after 19 hours. He wanted to know if that is just for Murray City.

Mr. Terry said that it is a Murray City as well as a Utah Retirement standard.

Mr. Hales said that from what he's seen, benefits are not usually paid until after an employee works 29 hours per week.

Mr. Brass asked what benefits a 20 hour per week employee receives.

Mr. Terry responded they get Utah Retirement, health insurance, and everything else except for vacation and sick leave which kicks in at 30 hours per week.

Mr. Shaver told Mr. Nicponski that he brings up a good point and asked him to run the benefits by him again.

Mr. Nicponski said that it would cost around \$20,000.00 per year to give the part-time person benefits which he feels isn't bad.

Mr. Terry did the math and said it would be closer to \$19,000.00 per year and reiterated that the part-time person would not get paid vacation or sick leave. Up to 29 hours per week does not get vacation or sick leave. Mr. Terry did ask the Council if they had someone in mind for the position.

Mr. Brass said that if the Council agrees with the job description and the starting salary, then they would take an offer to Ms. Lopez, who is their current employee.

Mr. Shaver said that this now becomes the issue. He asked if they were compelled by law to make an open offer.

Mr. Terry said absolutely not. The Council can offer this job to anybody they want. It is appointed, and an employee can be let go for any reason, other than something based on religion, color of skin, etc.

Mr. Nicponski said they should make Ms. Lopez an offer of \$62,005.00 with benefits. If she accepts, then Jim would sit down with her and go over what her qualifications are for the part-time person since she will be participating in that selection process.

Mr. Hales said he would like to also be involved in hiring the part-time person.

Mr. Brass said we have Mr. Nicponski's proposal on the table and asked for someone to second it.

Mr. Hales second the motion.

Mr. Brass asked for any discussion.

Mr. Stam said he is a little concerned that some of the requirements are beyond some of the things that Ms. Lopez does or knows. If you really evaluate these things, there are several that he doesn't think Ms. Lopez has done.

Mr. Hales asked for specific examples so the Council could evaluate them.

Mr. Stam said that there are several things on the job description that she has done. He doesn't think that Ms. Lopez has spent much time gathering information, doing research or trying to find things out. He has asked her to do a couple of things and she has struggled with some of those.

Mr. Brass said that Ms. Lopez is good in a position where she has not been requested to do the full amount. He feels there is value in having someone who is experienced in the City, who knows our department heads and people, and who our people seem to trust.

Mr. Shaver said one of the things that he has heard from the Council office as well as from the Department Heads, is that it used to be that people would just drop into the Council office to just chat and be there. In the last several years, that hasn't been the case, it's almost like they avoid us. Ms. Lopez has a great reputation in the City. People like her and would like to talk to her. One of the requirements that we're asking is that the Council Administrator keeps a pulse as to what is happening in the City. I think Ms. Lopez would do a good job with that part of it.

Mr. Brass said that the Council office needs to reconnect with the City and that Mr. Shaver is correct in what he says.

Mr. Shaver said that Mr. Stam brings up an issue. The issue is what Ms. Lopez can do as opposed as to what she is capable of. He said that Mr. Nicponski mentioned this too when he said that she will blossom. Mr. Shaver said that there will be an evaluation. If they make an offer to Ms. Lopez, part of the conversation that he hopes to have with her is to ask where she feels her weakness' are. Where does she feel that she is not as strong as she would like to be? Mr. Shaver said if that conversation that does take place, it will give Mr. Shaver an opportunity to ask her what she is willing to do to catch up. He wants to know if she is asked to do some training to get certain information, would she be willing to do that. Is she willing to take the steps to grow into the position? We're giving her a \$20,000.00 a year raise and asking her to step up. Mr. Shaver also said that in conversation with Ms. Lopez he asked why she was not more proactive after Mike left. The answer he received was that she wasn't sure what she should or should not do. Mr. Shaver feels that there are things that Ms. Lopez needs to learn a little bit about. When an agenda is created, he would like her to ask what the agenda is before it is created. That's just a conversation, not a missed queue at all.

Mr. Hales said that when you literally communicate with your employees, you can get so much more out of them.

Mr. Terry said from a compensation prospective, the minimum of the range is an entry level pay. You meet the minimum qualifications, but maybe you're not qualified to do all the duties yet, and that's why you're at the bottom of the range.

Mr. Brass said that this is an election year. The League runs new elected officials training all the time and we should send Ms. Lopez to that. That gives her a very good, grounded look at budgets, land use, all those things.

Mr. Shaver said that's the reason he would like to have a conversation and question Ms. Lopez. He wants to ask her if she is willing to go to the trainings.

Mr. Stam said the only thing he is really concerned with is if this job description was created specifically for Ms. Lopez. To him, it sounds like it was pre-decided that she already has the job, we just have to make the description fit.

Mr. Nicponski asked Mr. Terry if they get into any legal territory if they answer that.

Mr. Terry said no, it's an appointed position. Jim could appoint his brother, it's appointed.

Mr. Hales told Mr. Stam that was not the case. Mr. Hales also pointed out that Mr. Stam was a huge factor in putting the job description together.

Mr. Stam said that he understands that and he doesn't want to point fingers, but from the beginning of this, the words out of three of the Council members were that Ms. Lopez is going to get the job. That's why he is a little concerned that they jumped right to that point.

Mr. Hales said he did not want to get into this, but since it was brought up, it concerns him that Mr. Stam tried to test Ms. Lopez on something and then came back and told him that she couldn't do it.

Mr. Brass said that they can cast about preconceived ideas, but it's pointless.

Mr. Brass called to vote on offering Ms. Lopez the new position.

Vote taken; all ayes.

Mr. Brass asked Mr. Terry about working out the job description for the part-time employee.

Mr. Terry said that they have an Office Administrator II that's already a citywide position.

Mr. Shaver brought up an issue within the Council. He said in the Council they have very specific responsibilities. He doesn't talk to Tim Tingey about RDA stuff without talking to them; he doesn't talk to the administration about ideas I want to propose to them without talking to Mr. Brass. He thinks that regarding this he was discouraged to hear that Ms. Lopez was told exactly what the process would be and that an offer would be made to her. Mr. Shaver told the Council that they need to be very careful what they say and what they don't say. The difficulty is not the way the Council says it; it's with the way someone hears what they're trying to say. Just be cautious because what we think people hear may not be exactly what they hear. If we do make an offer, one of the things that he and Jim will discuss with Ms. Lopez, is being involved in the process for hiring the part-time employee. We need to be very careful about what we say to people and how they might hear it. Right now, Jim is the Council Chair and I trust him that when he talks with Ms. Lopez specifically about what her duties and things are, I know that I am not going to hear anything that is out of alignment.



Mr. Hales said to Mr. Shaver that it is really hard when he is being general because he has no idea what he's talking about when he is general.

Mr. Shaver said that someone told Ms. Lopez specifically that this is the process we are going to follow. We are going to decide what the job description is and then an offer will be made. That is what she heard from you. I'm not saying that you said that, she may have heard it differently and that is where we have to be careful.

Mr. Hales said that is interesting. It is funny how you hear things, but you had said the same thing.

Mr. Nicponski said that what Mr. Shaver is getting at is that they should talk to each other a little bit more before they talk to Department Heads perhaps.

Mr. Shaver emphasized, that for the Council, they need to be careful. He sent an email to all of the Council that was not meant to be vindictive or point fingers, but sometimes he says something at these meetings and it comes back to him from somebody else. He doesn't know how that happens. He reiterated for them to be careful in what they say and how they address people.

Mr. Brass said when he started out on the council, the person who had that job, had the back of every Council Member in there, whether she liked them or not. He knew he could go in there and say things and it wouldn't come back to him. He said when they make a job offer; they will make that absolutely clear. They are not hiding things from people, they don't do things under the radar, but we also don't stir the pot. The best way to eliminate stupid, useless rumors is to stop them with each of us and whoever is in that office.

Mr. Brass asked Mr. Terry if he has an offer letter that he puts together or does the Council need to write something up.

Mr. Terry said that they don't do offer letters, so if they want to give Ms. Lopez one, they could do it, or he could draft one. As a City, we don't do those.

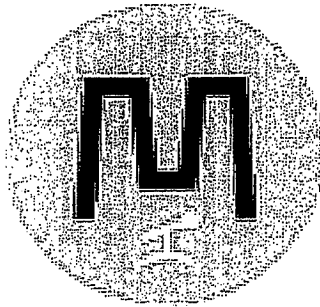
Mr. Brass said that they would just make an offer. He asked Mr. Terry to give him the high points in an email and they would schedule a time to get together.

Mr. Shaver said he thought it would be nice to give Ms. Lopez a letter. It would be good to hand her something that says, here's what it is, you're at this level, and you get these benefits. He feels that outlining it would be beneficial.

Mr. Brass agreed to write up a letter and give it to her with a copy of the job description.

Mr. Brass adjourned the meeting.

Jennifer Kennedy  
City Recorder



**MURRAY**  
CITY COUNCIL

# Discussion 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.)

**POLICE VEHICLE LEASE OR PURCHASE DISCUSSION**

2. **KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)  
**RESPONSIVE AND EFFICIENT CITY SERVICES & 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 November 13, 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 DETERMINED**

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)  
Lease quote from Ken Garff Enterprises; Letter to Preston Kirk requesting an independent analysis of the two options for replacement of police vehicles.

6. **REQUESTOR:**

Name: Jim Brass

Title: Chair, Murray City Municipal Council

Presenter: Preston F. Kirk

Title: Senior Vice President

Agency: George K. Baum & Company

Phone: 801-380-0351

Date: Nov. 2, 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: 11.2.12

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

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

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

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

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

9. **NOTES:**

September 4, 2012

Assistant Chief Craig Burnett  
Murray City Corporation Police Department  
Murray, UT 84157

### Lease Quote

Ken Garff Enterprises Two-Year Lease Rotation Quote is based on Units requested by Murray City Corporation Police Department with emergency equipment and decals from Vehicle Lighting Solutions and Decal's pricing of \$650.00 per units requested. Lease payments may vary due to Requested Equipment or Vehicle Specification and Interest changed at the time lease is signed. All payments are based on total amount of Vehicles and Equipment. The first payment is due at the time the lease is signed and the vehicle has been received by Murray City Corporation Police Department.

#### Vehicle

1 – 2013 Ford F-150  
XLT, 4X4, Super Crew with EcoBoost Engine ✓

35 – 2013 Police Interceptor Sedan  
AWD, 4DR, Cloth Front/Rear Vinyl with 3.5L TI-VCT Engine

2 – 2013 Police Interceptor Sedan  
AWD, 4DR, Cloth Front & Rear, No Emergency Equipment or Decals with 3.5L TI-VCT Engine

Two Total Lease Payment's of: \$267,841.16

Lease payment is figured on a 1.7% interest from Zion First National Bank. Quote is good for 30 days.

Thank you for requesting a lease quote from Ken Garff Enterprises on the vehicles for Murray City Corporation Police Department. If you have any question or require additional information, please feel free to contact either Doug Roberts office #801-763-6837 or mobile #801-580-8171 or Lane Damron office #801-763-6865 or mobile #928-660-1055

Thank you,

Doug Roberts  
Corporate Fleet Manager  
Ken Garff Enterprises  
E-mail: [dougr@kengarff.com](mailto:dougr@kengarff.com)

Lane Damron  
Corporate Fleet Administrative Assistant, Sales and Leasing  
Ken Garff Ford  
E-mail: [laned@kengarff.com](mailto:laned@kengarff.com)

Talking points

COW September 4, 2012

Thanks for entrusting me on behalf of the city to be on these committees

#### **UAMPS meeting Ephraim thanks for attendance**

Coal issue with decommissioning costs

Colorado River issue environmental studies paid for by power users

Nice to know . . humpback chub population risen from a 1999 low of 5000 to around 9000 now...natural gas prices are projected to stay in the \$4-6 range through 2035.... A little understanding from the general public on the importance of coal fired generation and the immediate response to EPA regulations is going to costly.... Perhaps a little bit of slowdown on the urgency of guidelines... seasonally adjusted flows out of Glen Canyon dam are costing/have costed \$39 to 630 million dollars depending on the study...studying this to death on our nickel

Wind Farm – operation now on – 10 months late .....\$7-9 million over....cost in \$80 range was projected to be in the \$65-70 range.... Unknown load factor numbers....compare to landfill gas plant in the \$65-70 range....95% on

No other projects we are interested in with UAMPS (weaning ourselves from UAMPS exploratory projects).....Hunter bond over last spring...energy coming in around \$30/mwh...buying monthly off the wholesale market in HLH not an around the clock resource...using turbines in July and August about 4-8 hours a day gas prices in the \$3 range generation in the \$45 range..... Investigating access to WSPP trading floor (wholesale market bypassing UAMPS).... One time buy-in cost...internally can we handle this extra responsibility in addition to the PX market and hourly trading therein.

#### **IPP Issues**

Post 2027 is on front burner....Briant and I averaging meeting a week with IPA Utah Group and with California group... big help. Utah looking to Murray for example or direction (other 22 smaller, trusting)

COW on October 2 for 45 minutes explaining the issue..... IPA admin on site with us..... four contracts detailing change of fuel to alternative from coal, allow new plant downsize of mw, transition of infrastructure, renewal contract/commitment from Utah, Excess power sales agreement beyond 2027, Utah interlocal agreement modifications

#### 11.2.12 Additional police vehicle purchase information from Justin Zollinger

\$210,000      FY 13 CIP

\$510,000      Budget Savings and FY 14 CIP

\$720,000      Total

\$30,000 Chevrolet Impala with equipment (100,000 mile power train warranty)

$720,000 / 30,000 = 24$  cars

Sale of 24 owned cars at \$2,500 = \$60,000 2 additional cars

Total cars 26 in Fiscal Year 2013

## DRAFT – FOR DISCUSSION PURPOSES ONLY

September 25, 2012

Preston F. Kirk  
Senior Vice President  
George K. Baum & Company  
15 West South Temple, Suite 1090  
Salt Lake City UT 84101

RE: Request by Murray City for Financial Analysis

Dear Preston:

This City is in the process of evaluating the replacement of its police vehicles. It has narrowed its options to the following:

1. Under a lease program, the City could lease 38 vehicles for a two (2) year period at a cost of \$35,100 each (\$27,000 for the vehicle and \$8,100 for the equipment). Under the lease, the vehicles and equipment would be non-transferable and the resale value for the vehicles at the end of the lease would be 60 percent of the original cost. The City would be contractually obligated for an annual lease payment in year two regardless of the budget situation in year two or other capital needs.
2. Under a pay-as-you-go purchase program, the City could acquire 22 cars in year one and continue to purchase more in the years that follow depending on the budget and other capital needs. The vehicles and equipment would be transferable since the vehicles and equipment would be owned by the City. The salvage value of each vehicle would be \$3,000 at the end of the six (6) year period.

As its financial advisor, the City is requesting from you an independent analysis of the advantages and disadvantages of the two options and a recommendation with the reasons why one is preferred over the other. The City recognizes that it is difficult to compare the two programs

side by side since their components are different. Therefore, although the primary factor in the analysis would be a comparison of the overall financial impact of each, there are other factors you may find that are material to the decision.

Please provide a written report with your analysis and recommendations. It is our understanding that this request is covered in our financial advisor agreement with George K. Baum. If there are additional fees for the work, please advise before you commence.

You should contact Justin Zollinger, City Finance Director and members of the City Council (Dave Nicponski, Darren V. Stam, James A. Brass, Jared A. Shaver, Brett A. Hales) in order to gain a thorough understanding of the options and issues.

Thank you.

Sincerely,

James A. Brass,  
Council Chair

Cc: Mayor Daniel C. Snarr  
Murray City Council Members



# MURRAY CITY, UTAH

## Financing Alternatives

Murray City currently owns 86 police vehicles that have been purchased over the last 7 years. During the past 48 months, the City has not purchased or leased any additional vehicles, meaning that the average age (life) of the existing cars has increased. From 2003 – 2010 the City purchased approximately 12 cars/year and the City has experienced an average residual value of about \$3,000 (8.547% of the original cost) when the vehicle is retired at the end of the sixth year.

Currently the City is weighing the alternatives of a) purchasing or b) leasing an additional 38 vehicles in early 2013 to replace many of the aging cars in its fleet. Under current market conditions the cost of a police vehicle is illustrated below:

	Amount
Police Cruiser Cost	\$ 27,000
Equipment and Radio	\$ 8,100
Total Cost per Vehicle	\$ 35,100
Vehicles Needed	38
Cost of Replacement Vehicles	\$ 1,333,800

An alternative to outright purchasing all 38 vehicles is to lease them. This type of transaction is known as a two year “operating lease” and results in two annual “up-front” lease payments of \$266,760 by the City. To compare this option against other financings we assume that this operating lease would be renewed two additional times. The City does not record the vehicles as assets on its balance sheet but, the annual lease payments are an ongoing operating expense under the corresponding enterprise fund. Every two years the police vehicles are disposed of at 60% of the acquisition cost (including the equipment and radios) and then replaced with fresh vehicles. One benefit of this structure is that the police cars are refreshed every two years. There is some risk in increasing vehicle and equipment costs that may be borne by the City when the lease is renewed in the third and fifth years.

The City has an option to finance the vehicles with a bank or financial institution with the intent of owning the vehicles at the end of the lease. Most financial institutions currently make tax-exempt car loans for five or six years at about 3.00%.

Purchasing the fleet of 38 vehicles using cash is always the least expensive method. The total cost is \$1,333,800 (38 x \$35,100). The two-year operating lease consisting of annual payments of \$266,760/year for six years results in payments of \$1,600,560 over a six year period of time. The difference in total payments between these two options is \$266,760. This same \$266,760 would buy an additional 7.6 police vehicles at today’s cost.

**Recommendation:**

- 1) Purchase the vehicles with available cash (assuming the City has money)
- 2) Finance to own, all or a portion of the vehicles with a financial institution



**George K. Baum & Company**  
INVESTMENT BANKERS SINCE 1928

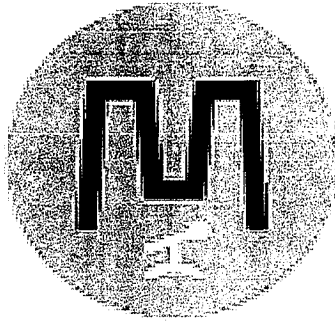
# Murray City, Utah

Comparison of Financing Alternatives

November 2012

	Time Period	Option 1 (Purchase)			Option 2 (Finance to Own 6 yrs @ 3%)			Option 3 (Operating Lease)		
		Outflows	Inflows	Net CF	Outflows	Inflows	Net CF	Outflows	Inflows	Net CF
January 1, 2013	0	\$ 1,333,800	\$ -	\$ 1,333,800	\$ -	\$ -	\$ -	\$ 266,760	\$ -	\$ 266,760
January 1, 2014	1	\$ -	\$ -	\$ -	\$ 246,216	\$ -	\$ 246,216	\$ 266,760	\$ -	\$ 266,760
January 1, 2015	2	\$ -	\$ -	\$ -	\$ 246,216	\$ -	\$ 246,216	\$ 266,760	\$ -	\$ 266,760
January 1, 2016	3	\$ -	\$ -	\$ -	\$ 246,216	\$ -	\$ 246,216	\$ 266,760	\$ -	\$ 266,760
January 1, 2017	4	\$ -	\$ -	\$ -	\$ 246,216	\$ -	\$ 246,216	\$ 266,760	\$ -	\$ 266,760
January 1, 2018	5	\$ -	\$ -	\$ -	\$ 246,216	\$ -	\$ 246,216	\$ 266,760	\$ -	\$ 266,760
January 1, 2019	6	\$ -	\$ (114,000)	\$ (114,000)	\$ 246,216	\$ (114,000)	\$ 132,216	\$ -	\$ -	\$ -
		<u>\$ 1,333,800</u>		<u>\$ 1,219,800</u>	<u>\$ 1,477,296</u>		<u>\$ 1,363,296</u>	<u>\$ 1,600,560</u>		<u>\$ 1,600,560</u>
Vehicles				38			38			38
Cost per Vehicle				\$ 32,100			\$ 35,876			\$ 42,120
Incremental Cost				\$ 0			\$ 3,776			\$ 10,020

	Time Period	Option 1 (Purchase)			Option 2 (Finance to Own @ 3%)			Option 3 (Operating Lease)		
		Outflows	Depreciation	BV	Outflows	Depreciation	BV	Outflows	Depreciation	BV
January 1, 2013	0	\$ 1,333,800	0.000%	\$ 1,333,800	\$ -	0.000%	\$ 1,333,800	\$ 266,760	0.000%	\$ -
January 1, 2014	1	\$ -	20.000%	\$ 1,067,040	\$ 246,216	20.000%	\$ 1,067,040	\$ 266,760	0.000%	\$ -
January 1, 2015	2	\$ -	20.000%	\$ 800,280	\$ 246,216	20.000%	\$ 800,280	\$ 266,760	0.000%	\$ -
January 1, 2016	3	\$ -	17.500%	\$ 566,865	\$ 246,216	17.500%	\$ 566,865	\$ 266,760	0.000%	\$ -
January 1, 2017	4	\$ -	15.000%	\$ 366,795	\$ 246,216	15.000%	\$ 366,795	\$ 266,760	0.000%	\$ -
January 1, 2018	5	\$ -	12.500%	\$ 200,070	\$ 246,216	12.500%	\$ 200,070	\$ 266,760	0.000%	\$ -
January 1, 2019	6	\$ -	6.453%	\$ 114,000	\$ 246,216	6.453%	\$ 114,000	\$ -	0.000%	\$ -
		<u>\$ 1,333,800</u>	<u>91.453%</u>	<u>\$ 114,000</u>	<u>\$ 1,477,296</u>	<u>91.453%</u>	<u>\$ 114,000</u>	<u>\$ 1,600,560</u>		<u>\$ -</u>
Vehicles				38			38			38
Residual per Vehicle				\$ 3,000			\$ 3,000			\$ -
Implied Interest Rate				0.0000%			3.0000%			7.9308%



**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.)

**HILLCREST JUNIOR HIGH SCHOOL PROJECT UPDATE**

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

**RESPONSIVE AND EFFICIENT CITY SERVICES** – Murray City ensures the delivery of high quality public services.

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

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

☒ Date requested November 13, 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.)

Murray City School Board

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

6. **REQUESTOR:**

Name: Dr. Steven Hirase

Title: Superintendent, Murray City School District

Presenter: Dr. Hirase, Dr. Pat O'Hara

Title: Director of Support Services, Murray City School District

Agency: Murray City School District

Phone: \_\_\_\_\_

Date: Nov. 2, 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: \_\_\_\_\_

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

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

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

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

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

9. **NOTES:** Letter attached from Dr. Pat O'Hara



**Dr. Steven K. Hirase**  
Superintendent of Schools

## **Murray City School District**

October 30, 2012

Murray City Council  
5025 South State Street  
Murray, Utah 84107

Re: November Study Session Agenda

Members of the City Council:

As you know, the Board of Education of the Murray City School District (the Board) has determined that Hillcrest Junior High School is to be replaced. This decision was reached two years ago and, since then, the District has been conducting some of the early assessments and planning relative to this project. We have always appreciated the support of all departments of Murray City government and the great working relationship that has existed over the years. As this project has begun to take shape, we continue to appreciate the Council's great support. It is in this spirit that we want to keep and support the mutually beneficial working relationship with the Council and the Office of the Mayor throughout the project.

We would like to attend the Council's study session on November 13 to acquaint you with the District's progress and provide you with some related materials. We believe an hour would be sufficient to discuss some facets of the project that the City will be most interested in – utility easements, the vacation of Hillside Drive, and traffic flows – and address questions the Council may have about those or other issues related to the project. I will summarize a few of the high points in this letter and then, together with our architect and engineers, address questions or concerns at the November 13 meeting.

### Location of new school

The Board has long believed that, if possible, Hillcrest Junior High School should be rebuilt away from State Street. At the time the Board made the decision to replace the school, eight homes on Hillside and three homes immediately adjacent on 5300 South were all on the market. Following discussions with residents on Hillside and with Murray City officials, the Board purchased the available properties and proceeded then to acquire enough additional property to be able to site the new school some 200 feet to the east. In all, the Board purchased 22 residential properties on Hillside and 5300 South, along with the commercial sewing machine business on 5300 South.

### Financing

A substantial portion of the cost of the new school will be covered through general obligation bonds. This bond was presented to the voters of Murray with the mid-term election and had an approval rate of 68 percent. Prior to the election, the Board conducted several public meetings to acquaint Murray residents with the project and to gauge the general impression residents have of the current school.

The Board finds strong public support for the replacement of a school that is decrepit, unsafe, and costly to maintain, and this support appears to be reflected in the bond election results.

#### Site Plan

Our architect, Naylor-Wentworth-Lund, has been working on a basic site plan for several months and is prepared to review it with the Council. We would like to present the site plan and a few elevation drawings at the November 13 meeting for the Council's review. The site plan for a school embodies the basic footprint, initial landscape plan, and traffic movement scheme. Not apparent in the drawings is the many hours of work involved in matching the academic, social, athletic, and civic requirements of the site to the physical design. In short, "programming" the school's design to the functions it will serve for students, faculty, parents, and the community as a whole. That work is essentially complete. The architect will provide the Council with enough detail that you will be very familiar with the layout.

#### Traffic

We have maintained a close working relationship with Murray City's public utilities and engineering staffs from the beginning and we are very appreciative of the guidance and assistance we have received from them. We recognize, of course, that it is to the mutual benefit of residents, the District, and the City, that our site plan contribute wherever possible – and to the greatest extent possible – to smooth and efficient traffic flows in the vicinity of the school. To that end, we engaged the services of Fehr and Peers, a professional traffic engineering firm and asked them to work with our architect, our civil engineer, and the Murray City Engineer in determining how best to achieve those goals with the design. As a group, we met with area residents to hear their concerns and to consider their suggestions.

A major component of the site plan and overall design is the closure of Hillside Drive. This closure is a concern of the citizens living in the area and we know the Council is likewise concerned. Fehr and Peers has completed a study of the likely outcomes of the closure and will make the findings and recommendations available to the Council as well as the general public. By November 13, we will have met twice with area residents – the earlier meeting on September 20 to share our plan and hear their concerns, and then again on November 7 to provide copies of the study and discuss findings and recommendations with them. We will briefly summarize both meetings for the Council.

#### Conditional Use Permit and Easements

The Murray City Planning Office has received necessary documentation related to the Conditional Use Permit required for the new school. This includes an application, basic site plan, and a plan for necessary easements. The application process is being managed by our civil engineering firm, McNeil Engineering. McNeil is presently engaged in consolidating all easements in the plat to a single easement corridor and the abandonment of the previous easements. All utilities involved, including Murray Power, are participating in the new easement corridor and the District is funding this work. McNeil and our architect will attend the November 13 meeting to brief the Council on the status of this effort and to address any concerns council members may have. We request that the Council formally vacate Hillside Drive at its first January 2013 meeting.

Please let me know if you have additional concerns or whether you would like us to provide additional materials, either prior to or at the meeting. Thank you.

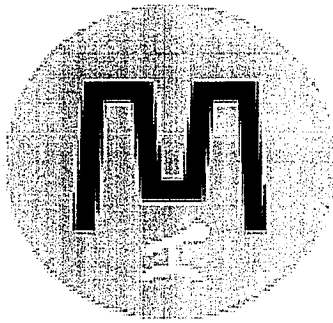
Sincerely,

A handwritten signature in black ink, appearing to read 'P. O'Hara', with a long horizontal flourish extending to the right.

Pat O'Hara, Ed.D.

Director of Support Services

cc: Office of the Mayor  
Naylor-Wentworth-Lund  
McNeil Engineering  
Fehr and Peers  
Murray Board of Education



**MURRAY**  
CITY COUNCIL

# Discussion Item #3



# 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.)

Audit Policy

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

Financial Sustainability

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

☐ Council Meeting OR ☒ Committee of the Whole

☒ Date requested **11/13/2012**

☐ 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.)

N/A

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

Memo

6. **REQUESTOR:**

Name: Justin Zollinger

Title: Finance Director

Presenter: Justin Zollinger

Title: Finance Director

Agency: Murray City

Phone: 801-264-2669

Date: 10/29/2012

Time: 5:00 PM

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: 10/29/2012

Mayor:



Date: 10/29/2012

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

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

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

9. **NOTES:**



MURRAY CITY CORPORATION  
FINANCE & ADMINISTRATION

## Memo:

**To:** City Council  
**From:** Justin Zollinger, Finance Director  
**Date:** October 29, 2012  
**Subject:** City Independent Audit Policy Revision

This memo is to provide information as to the purposed changes to the City's independent audit policy.

The City's current independent audit policy requires the City to change auditors every ten years.

The revised audit policy requires the City, at a minimum, to bid out audit services every five years. The City may select the prior independent auditor if the firm is selected through the request for proposal process, but the audit firm's manager must be alternated. The future agreements will be 3 years with a 2 year City extension option. These agreements do not in any way restrict the City ability to change at any time.

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

A RESOLUTION CHANGING THE POLICY OF THE CITY REGARDING THE USE OF INDEPENDENT AUDITORS TO PREPARE ANNUAL FINANCIAL REPORTS AS REQUIRED BY STATE LAW.

WHEREAS, Title 10 Chapter 6 of the Utah Code requires that an annual financial report must be prepared and presented to the City Council ("Council"), after the close of each fiscal year of the City; and

WHEREAS, the annual financial report needs to be audited by an independent auditor; and

WHEREAS, Resolution No. R-0647 was passed on November 14, 2006, changing the policy of the Council to limit the use of the same independent auditor for no more than 10 consecutive years; and

WHEREAS, it is in the best interest of the City to amend its policy to not limit the use of the same independent auditor, provided however, the City shall select an independent auditor through a Request for Proposals ("RFP") and enter into an agreement with the selected independent auditor for three years with the option of the City to renew the agreement for two years; and

WHEREAS, no agreement for independent auditor services shall exceed five (5) years; and

WHEREAS, at the expiration of an agreement for independent auditor services, the City shall do an RFP to select an independent auditor; and

WHEREAS, if an independent auditor is selected who has provided independent auditor services to the City in the past, the audit manager shall be different than before.

NOW, THEREFORE, it is hereby resolved by the Murray City Municipal Council, as follows:

1. In performing the independent audits required by State law, the City shall not limit the use of the same independent auditor subject to certain terms and conditions provided herein.
2. The City shall select an independent auditor through a RFP to provide independent auditor services, pursuant to an agreement, for three years with the option of the City to renew the agreement for two years.
3. No agreement for independent auditor services shall exceed five (5) years.
4. At the expiration of an agreement for independent auditor services, the City shall do an RFP to select an independent auditor.
5. If an independent auditor is selected who has provided independent auditor services to the City in the past, the audit manager shall be different than before.

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

Dated this            day of            , 2012.

MURRAY CITY MUNICIPAL COUNCIL

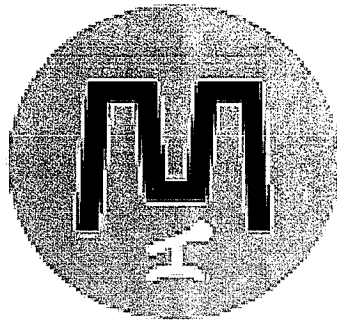
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James A. Brass, Chair

ATTEST:

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Jennifer Kennedy, City Recorder



**MURRAY**  
CITY COUNCIL

# Discussion Item #4

# 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.)

Budget Opening

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

Financial Sustainability

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

☐ Council Meeting OR ☒ Committee of the Whole

☒ Date requested **11/13/2012**

☐ 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.)

Grants and reserves

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

Memo and P.H. Notice for action on Nov. 20<sup>th</sup> 2012

6. **REQUESTOR:**

Name: Justin Zollinger

Title: Finance Director

Presenter: Justin Zollinger

Title: Finance Director

Agency: Murray City

Phone: 801-264-2669

Date: 10/29/2012

Time: 5:00 PM

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: 10/29/2012

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

Date: 10/29/2012

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

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

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

9. **NOTES:**



MURRAY CITY CORPORATION  
FINANCE & ADMINISTRATION

## Memo:

**To:** City Council  
**From:** Justin Zollinger, Finance Director  
**Date:** October 29, 2012  
**Subject:** Budget Opening

The Police Department has three items that need to be added to their budget. The Justice Assistance Grant was awarded in the amount of \$31,090 for fiscal year 2013 budget. This amount will be used to purchase police firearms and video equipment. The second item is the Police Department has been awarded a grant from Victim of Crime Act for \$36,713 for personnel, \$625 for supplies, and \$1,500 for other miscellaneous items. The third budget adjustment is for the purchase of new police vehicles. The amount the CIP committee is recommending is an additional \$510,000 for patrol vehicles. This amount plus the \$210,000 already budgeted will purchase 24 new patrol vehicles and equipment if the Chevy Impala is selected as recommended by the Vehicle Replacement Committee. The \$510,000 funding is from the Capital Project Fund reserves.

The Fire Department has been awarded two grants for fiscal year 2013. The first is an Emergency Medical Services grant. The award amount for this grant is \$9,443 and Toughbook computers will be purchased to provide our ambulances with more up-to-date equipment. The second is a State Homeland Security Grant for \$29,677. This grant was awarded for a new incident command vehicle. The Fire Department has done a nice job searching for additional funding to help with their capital replacement needs.

The Parks and Recreation department has been awarded \$11,225 more for the Zoos, Arts and Parks grant. The Parks department would like to adjust the budget to reflect this increase.

The Murray Parkway would like to purchase electric greens mowers that they have rented for the last six months. The total price for the two mowers is \$53,000. The proposed funding mechanism is to delay the purchase of an irrigation vehicle of \$18,000, use the remaining rental budget of \$9,400, and use reserves for the remaining \$25,600.

The Library has several adjustments that need to be addressed in the fiscal year 2013 budget. The parking lot at the Library is in need replacement. This has been completed using other budget, but the Library would still like to complete the other planned tasks. This adjustment would allow the other task to be completed. The purposed funding method for the parking lot is Library reserves. This fund is in a position to cover the cost for this needed improvement. The estimated cost of this project is \$40,000. The Library Services and Technology Act program has awarded the Library two grants for \$21,500 and \$17,411. The grants are for expansion of eBooks and technology enhancements. The last adjustment for the Library is the budget for



MURRAY CITY CORPORATION  
FINANCE & ADMINISTRATION

property tax. This is similar to the adjustment we made for the general fund. The state requires our budget to match our levy even though this is not what is collected. The amount for this adjustment is \$32,160.

The last budget change is to move money from the General Fund to the Capital Projects Fund. These amounts are made up of two financial statement changes with how the City reports. The City has reported our following year's UTOPIA payment as restricted fund balance. This is incorrect treatment for this transaction. The effect of this change increases our unassigned fund balance. The second change is also a financial statement change; it has to do with when the City considers receipts available. The City is changing to a 60 availability standard. If no transfer is made, the City's fund balance will be out of compliance with state law. It has been discussed to use this money for construction of a new city hall.

**Budget Opening Summary**

**Police Department:**

Justice Assistance Grant \$31,090

Victim of Crime Act \$38,838

Police Car Purchase \$510,000

**Fire Department:**

Emergency Medical Services Grant \$9,443

State Homeland Security Grant \$29,677

**Parks and Recreation:**

Zoos, Arts and Parks Grant \$11,225

**Murray Parkway:**

Use of Reserves \$25,600

**Library:**

Use of Reserves \$40,000

Library Services and Technology Act Grants \$21,500 and 17,411

Property Tax Budget Adjustment \$32,160

**Transfers:**

Move 3,071,258 from the General Fund to the Capital Projects Fund



## MURRAY CITY CORPORATION

### NOTICE OF PUBLIC HEARING

Notice is hereby given that on November 20, 2012, beginning at 6:30 p.m. of said day 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 Public Hearing on and pertaining to the following proposed amendments to the City's 2012-2013 Fiscal Year Budget:

1. Increase the General Fund by \$31,090 as revenue from a Justice Assistance grant and appropriate \$31,090 to the Police Department for police firearms and video equipment.
2. Increase the General Fund by \$36,713 as revenue from a Victim Crime Act grant and appropriate \$36,713 to the Police Department for personnel and supplies.
3. Increase the General Fund by \$9,443 as revenue from the Emergency Medical Services grant and appropriate \$9,443 to the Fire Department for computers.
4. Increase the General Fund by \$29,677 as revenue from a State Homeland Security grant and appropriate \$29,677 to the Fire Department for an incident command vehicle.
5. Increase the General Fund revenue by \$11,225 as revenue from the Zoos, Arts and Parks grant and appropriate \$11,225 to the Public Services Department.
6. Appropriate from Reserves within the Murray Parkway Recreation Fund \$25,600 to purchase mowers.
7. Within the Library Fund, transfer \$40,000 from Reserves to pay for cost of improvements on the Library parking lot.
8. Increase the Library Fund by \$21,500 and \$17,411 as revenue from the Library Services and Technology Act grants and appropriate \$21,500 and \$17,411 to fund e-books and technology enhancements.
9. Increase the Library Fund by \$32,160 due to a recalculation of the Property Tax Revenue. Appropriate \$32,160 to miscellaneous services within the Library Fund.

10. Transfer from the General Fund to the Capital Projects Fund \$3,071,258 to reflect a change in the way the City will account for restricted fund balance to the Utah Telecommunications Open Infrastructure Agency ("UTOPIA") and changing the time receipts are available for use.

The purpose of the hearing is to receive public comment concerning the proposed amendments to the City's 2012-2013 Fiscal Year Budget.

Dated \_\_\_\_\_, 2012.

MURRAY CITY CORPORATION

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Jennifer Kennedy, City Recorder

DATE OF PUBLICATION:

# 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**

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**DRAFT**

**T**he Municipal Council of Murray City, Utah, met on Tuesday, the 2<sup>nd</sup> day of October, 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 - Conducted
Brett Hales,	Council Member
Darren Stam,	Council Member
Jared Shaver,	Council Member
Dave Nicponski,	Council Member

Others who attended:

Daniel Snarr,	Mayor
Jan Wells,	Chief of Staff
Jennifer Kennedy,	City Recorder
Frank Nakamura,	City Attorney
Gil Rodriguez,	Fire Chief
Craig Burnett,	Assistant Police Chief
Justin Zollinger,	Finance Director
Doug Hill,	Public Services Director
Blaine Haacke,	General Manager
Glen Sidwell,	Safety/Risk Manager
Phil Roberts,	Fire Marshal
Mike Terry,	Human Resources Director
Danny Astill,	Water Superintendent
Bruce Turner,	Operations Manager
Jim Hendrickson,	Shade Tree Commission
Geneal Nelson,	Shade Tree Commission
Darin Bird,	Shade Tree Commission
Scouts	
Citizens	

## 5. OPENING CEREMONIES

5.1 Pledge of Allegiance – Randy Smith, Boy Scout

5.2 Approval of Minutes

5.2.1 Approval of minutes for August 21, 2012.

Call vote taken. All Ayes.

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.

Staff presentation: Glen Sidwell, Safety/Risk Manager

Mr. Sidwell stated that each year, the Utah Safety Council recognizes and honors those companies who supersede their partners in safety and this year Murray City received the Award of Merit. In order to be considered for this award an organizations workplace incident rate must be lower than the national average for the industry, must demonstrate continuous improvement or sustained levels of excellence and must have the essential elements of a safety program. Some of these elements include a functioning safety committee, a written safety and health program, a city-wide emergency action plan, periodic safety observations, safety training, and a company who has not suffered a fatality during the year. This is the third year in a row that Murray City has received this award and fourth overall. In 2011, our employees worked close to 850,000 hours with only 21 recordable incidents and only two involving days away from work. So far this year, the City has had only ten recordable injuries so we are on track to beat last year’s record by 30-40%.

Mr. Sidwell stated that he is proud of each department. He represents every employee in the City and knows that the City has some outstanding departments who have worked hard to enhance the safety program and to create a culture that is free of incidents and hazards and make this a safe workplace. Mr. Sidwell expressed his appreciation to the departments for all of their hard work. He encouraged all departments to continue working diligently to enhance and improve, adding that there are several more awards that they can win with the Safety Council. Their goal is to continue down that road to safety.

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.**

Staff presentation: Phil Roberts, Fire Marshal

Mayor Snarr read the Resolution in its entirety.

Mr. Shaver made a motion to adopt the Resolution.  
Mr. Stam 2<sup>nd</sup> the motion.

Call vote recorded by Jennifer Kennedy.

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

Motion passed 5-0

Mr. Roberts stated that they are always grateful and that throughout the year they have many events that are fire prevention and fire safety, working with the Police Department. Murray is a very active and pro-active community with both volunteers and with staff. Mr. Roberts couldn't be prouder when he goes to legislative events and they talk about hazards and such, Murray just doesn't fit into a lot of those categories and it is pleasing to represent a city that is pro-active. These events have been supported by the Mayor, City Council, all of the civic and city leaders and it is nice to be a part of something that is so positive and he appreciates the City recognizing Fire Prevention Week.

5.3.3 Murray City's **28th Annual Beautification Awards Program** for 2012

Staff presentation: Jim Hendrickson, Shade Tree Commission

Mr. Hendrickson said that it is an honor to recognize individuals in our community who have taken an interest in their community and are now winners of this award. This is the 28<sup>th</sup> year that they have presented this award and Murray's 38<sup>th</sup> year for being a "Tree City USA." Mr. Hendrickson said that Murray City is a green city and wants to continue to be such.

Mr. Hendrickson stated that the residents of Murray City have an interest in Murray and in keeping it a good-looking, clean community and the Shade Tree



Commission thanks all of those residents. Award winners for the 2012 Beautification program are:

- District 1- Snarr Residence- 5223 Spring Clover Drive
- District 2- Lambourne Residence- 326 East 6240 South
- District 3- Wilde Residence- 564 Spruce Glen Drive
- District 4- Farr Residence- 5364 Avalon Drive
- District 5- Brown Residence- 6100 Glen Oaks Street
  
- Multi-Family- Monte Cristo HOA- 6350 Highland Drive
- Single Family- Hansen Residence- 5837 Majestic Pine Drive
- Xeriscape- King Residence- 6247 Turpin Street
- Commercial- Costco Wholesale- 5201 International Drive

Mr. Hazelgren, representative for District #1, expressed his appreciation to Mayor Snarr for his work on his home and presented him with the award.

Mayor Snarr stated that there is no greater joy than to make something beautiful. That was something he learned from O.C. Tanner who really spent a lot of time and money on their landscaping. Mayor Snarr used to take care of the landscaping for their properties and for him it is something that he enjoys doing because it is very rewarding. Mayor Snarr said that his neighbors enjoy coming down to the house and seeing what he has done and he joked that what drove him over the top for winning was the 361 LED C9 University of Utah light fixture on the roof.

Darin Bird, representative for District #2, announced the District #2 winners, the Lambourne residence.

Geneal Nelson, representative for District #3, presented the award to her good friend and neighbors, the Wildes. Ms. Nelson stated that every year they plant new flowers and everything is beautiful and flourishes there. Ms. Nelson enjoys driving by to see what is being planted at the residence.

Mr. Hendrickson announced the Farr residence as the winners in District #4, and presented the award for District #5 to the Brown residence. Ms. Brown said that she wore her husband out this year with overhauling the front yard. He had to dig out 24 shrubs and they are still in the process of building a wall down the other side. They've lived in Murray for 49 years on Glen Oaks and they love Murray. Mr. Hendrickson turned the time over to Mayor Snarr to present the rest of the awards.

Mayor Snarr said that it is rewarding to drive around the City and see those businesses that have gone above and beyond what it necessary to keep the City looking great.

Mayor Snarr presented the Commercial award to Costco, saying that Costco has a beautiful building and grounds and is the single largest source of revenue in the City as far as a single store goes. Mayor Snarr presented the award to Craig Jamisal, General Manager of Costco.

Mayor Snarr said that the Multi-Family award goes to the Monte Cristo HOA, which is in the newer area of Murray. The Mayor presented the award adding that they have been a great addition and they have a beautiful, well maintained property.

Mayor Snarr said that the next award is really the 'Best of Show' and presented the award for the Single-Family landscaping to the Hansen residence.

Mayor Snarr presented the Xeriscape award to the King residence saying that it not only conserves water but the vegetation is incredible. Mayor Snarr added that a landscape that conserves water and is very attractive is a wonderful thing to see.

Mr. Hendrickson concluded the award ceremony by thanking the City and all of its residents who take such an interest in our great community.

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

Carol Coy, 6301 S 1300 W, Taylorsville, Utah

Ms. Coy indicated that she would like to be annexed into Murray. She provided some information to the Council and asked what the next steps are to begin the process and how many of the residents need to be a part of the annexation process. Ms. Coy stated that they are sandwiched between Murray and Taylorsville, with Murray on either side of her and Taylorsville across the street. She is hoping that her neighbors would want to be annexed as well, but needed to know, if she can be annexed with just a few of her neighbors or if the whole area needs to be included.

Mr. Brass asked Mr. Nakamura to respond.

Mr. Nakamura said that it is possible to do a boundary adjustment that would require the cooperation and decisions of both Murray and Taylorsville. It would need to make sense to Murray in terms of the services that we provide. There are many factors that the City needs to take into account. Mr. Nakamura said that since she is currently in Taylorsville the initial step has to be with Taylorsville. Ms. Coy verified that her first step has to be with Taylorsville and that she can't start with a petition. Mr. Nakamura said that there is a petition process, including the County, but the City would look to Taylorsville as she is a resident of that city.

Mr. Nakamura added that in addition to these issues there are also special district

issues that need to be looked at.

Ms. Coy asked what happens if Taylorsville says no but the residents still want to be annexed.

Mr. Nakamura responded saying that Murray could not do a boundary adjustment without Taylorsville's approval. There is a complex annexation process, including the County, which is a whole other process requiring petitions, a certain percentage of property owners, taxes, etc. It is a long process and Murray would have to go before the Boundary Commission in Salt Lake County. It would be best if they were able to get Taylorsville's cooperation in this matter.

Ms. Coy asked if she could get a petition and take that to Taylorsville?

Mr. Nakamura said that he cannot give her any advice and the City cannot be involved or participate. He suggested she seek legal counsel on the matter.

Ms. Coy asked if a good starting place would be to take a petition to Taylorsville with everyone's signature on it.

Mr. Nakamura said that Murray City is not involved until we get a petition. He reiterated that annexation is a complex process and recommended she obtain legal advice on how to proceed.

Mr. Brass said that the State has laws on annexation and that is why the City has to be so careful.

Mayor Snarr noted that this area of Taylorsville has been an area of concern for a long time. It is booked in by both the north and south boundaries of Murray. The area to the south was not built out at the time it was to become part of Murray. Because it was under the ownership of one developer at the time, it was easier to tag Murray's sewer system there because they ran it to a nearby development. If they had tried to annex before becoming a part of Taylorsville, a boundary adjustment may have been made.

#### **Citizen comment closed**

#### **7. CONSENT AGENDA**

None scheduled.

#### **8. PUBLIC HEARINGS**

## 8.1 Public Hearing #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.**

Staff presentation: Doug Hill, Public Services Director

Mr. Hill stated that a year ago, the Public Services Department hired a consultant to update the City's five year Master Plan. That was presented to the Council last year and as part of that process the Council then adopted the projects that were identified in that Master Plan that needed to be done over the next five years.

Mr. Hill said that shortly after the Council adopted the Master Plan, they hired a consultant to do a fee study analysis for their Water Fund based on the Master Plan and the new improvements. The consultant completed that study three or four months ago and presented the results of that fee study to the Council. The good news is that the consultant, after reviewing the City's Capital Projects, fees and cash position, made the recommendation that the City did not need to do any adjustments to the water rates. For the foreseeable future they feel that the Water Fund is in good shape and there is no need to make any adjustments to the water rates. There was a recommendation to change the impact fee for water. An impact fee is a fee that is charged for new development in the City. If a new home or business were to come in to the City and connect, they would pay an impact fee for the water system. Impact fees are allowed under State Law. They are great benefit to people who currently live in the City because rather than having all of the existing residents pay for all of the growth and new development, this impact fee is an extra fee paid by the new development to cover the costs of connecting to our system.

Mr. Hill stated that up until this time the City has been using a methodology to collect that fee that is a complicated process. The consultant came in and said the City should go to a more standard or uniform process of collecting this impact fee and that is what is being presented tonight. They want to change the methodology in which they collect the impact fees by going to meter size. It would be dictated by the size of the meter which is placed at the home or business. The larger the meter, the more water you will use and the higher the impact fee. In the materials that Mr. Hill distributed to the Council it shows that charge that a developer would pay for connecting to the City's water system for the first time. This fee does not change or affect residential homes; any new, single-family residential home that is being built in the City would pay the same fee that they have been paying for the last several years.

Mr. Hill summarized by saying that the Ordinance is to change the methodology from the number of residential units that are being built to simply a meter size and the fees for those meter sizes would be adopted as part of this Ordinance change.

Mr. Shaver asked if he remembered correctly in saying that the consultant had come in and said that in other communities throughout the U.S. this is a standard way that they calculate their fees. This means that we would go to the way that others are doing in other communities.

Mr. Hill responded that was correct.

**Public Hearing opened for public comment.**

None given.

**Public comment closed.**

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

Mr. Nicponski made a motion to adopt the Ordinance.  
Mr. Hales 2<sup>nd</sup> the motion.

Call vote recorded by Jennifer Kennedy.

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

Motion passed 5-0

**8.2 Public Hearing #2**

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 Water Utility Fee.**

Staff presentation: Doug Hill, Public Services Director

Mr. Hill stated that this is a little bit different than the water issue. This is for the Storm Water Utility which is similar to the water, power and sewer utilities that everybody who owns a piece of property within Murray pays. The fee is based on the amount of

impervious surface that is on the property-that property that does not absorb water such as rooftops, parking lots, driveways and sidewalks. In 2006, the City started this Storm Water Utility and they charge residential and commercial properties a fee based upon that impervious surface.

Mr. Hill said that the Master Plan was updated, a fee study was done, and the consultant came back with several recommendations for the Storm Water Utility. The first recommendation was that the City needs to have a rate increase. They have been operating under the same fee for six years and that dollar buying power has decreased over the years, yet they continue to have problems throughout the City with improving the infrastructure. There are areas in the City that will flood in big storms, they have additional requirements that the EPA has put on the City to make sure that the storm water is being collected and disposed of properly. As a City, we are now put into a position where we have to do enforcement to make sure that people don't dump their oil and fertilizers down the storm drains. The cost to the City to make sure that the storm water is clean before it goes into our creeks and rivers have increased. The consultant had indicated that to accomplish the goals of our Master Plan, to fix these problem areas, we can't do it without doing a fee increase.

Mr. Hill stated that what they have proposed is a five-year rate schedule that will increase the fees. On July 1, 2014, everyone would see what is called a "\$ .50 per equivalent residential unit". Right now all of the single-family properties pay \$3.55 per month to the Storm Water Utility. That fee will go up \$ .50 or to \$4.05 per month on July 1, 2014 if this is approved. For the commercial properties, it is also an increase of \$ .50 per equivalent residential unit. The more rooftop area or impervious surface that they have the fee would be multiplied by that amount. This would mean that businesses or developments would see a higher increase in some cases due to the amount of impervious surface that they have. In 2018, which is the last year of the rate schedule, that fee would increase an additional \$ .60 per month on top of the \$4.05. These rate increases will allow the Public Services Department to go out and bond knowing that they have this rate schedule in place, to make improvements to the system over the next five to ten years with the additional monies that will be collected.

Mr. Hill said that the second thing this Ordinance does is similar to the water rates. They are changing the methodology by which they collect an impact fee for storm water. It is the same principal where they will charge new developments for storm systems where they have to improve and repair as a result of growth. They have been charging an impact fee but they are going back to a standard methodology which will be based on the equivalent residential unit. They have also made some technical changes to the Storm Water Ordinance, deleting some language that is duplicated and included other sections of the Code.

Mr. Hill concluded by saying that both of these Ordinances, the water and this storm water ordinance should the Council adopt it, will go into effect 90 days from today which will give them time to get some information into the utility bills and the Murray Journal to make people aware of the change. This will not affect anyone in the City until July 1,

2014, which is when the rate will go up. The impact fee will change in 90 days but the rates will not.

Mr. Nicponski asked Mr. Hill to describe some of the projects that this money will help pay for.

Mr. Hill said that they have a project coming up next year along the Kenwood and Avalon area. They do not have good storm drainage and there are a lot of irrigation ditches in that area and some money will be used to fix that problem. Another problem area is at 5900 South, west of State Street which has a very old storm drain. It is a 60" storm drain that is 5' from top to bottom. This pipe was built with corrugated steel and over time it has started to rust out and they plan on replacing that drain in the next couple of years.

Mr. Hill thanked Mr. Astill for his work on water and waste water saying that Mr. Astill is very progressive and always makes sure that the fund is in good shape. He also thanked Russ Kakala and Trae Stokes for all of their work on these studies.

Mr. Shaver made note that these Public Hearings on rate changes were noticed in the paper and at City Hall to make the public aware.

**Public Hearing opened for public comment.**

None given.

**Public comment closed.**

**8.2.2 Council consideration of the above matter.**

Mr. Brass said that he and Mr. Astill share responsibility on the Central Valley Water Conservancy Reclamation Facility Board and the EPA is looking at the Jordan River right now. All of the City's storm water ultimately ends up in the Jordan River and the big concern right now is phosphorus levels and trying to reduce that. If they take it to a level that they are hearing, the cost to the plant could be \$30 million and the City would have their share of that cost. If we have to treat our run-off, the cost to the City could be many times that amount, and mitigating that is critical to Murray. When it rains, all of the water goes into the sewers as well as oil, leaves, grass and anything else. This ultimately ends up in the Jordan River raising the oxygen levels, which affects the organics and the fish. This is a fairly modest fee compared to what residents could be paying if we had to treat the water.

Mr. Shaver added that sewer water and storm water are treated differently. Sewer water is treated in order to reclaim it while storm water is not treated at the present time. It goes

straight into the rivers and streams, so the idea that we may have to treat this water in some way is one of the considerations that they have. They are also cautioning people through citizenry meetings asking people to be careful of what they put into those storm drains because it is not treated water and goes straight into the lakes, streams and rivers. If we cannot control it, eventually it will be treated and that will be a prohibitive cost for the City.

Mr. Nicponski made a motion to adopt the Ordinance.  
Mr. Shaver 2<sup>nd</sup> the motion.

Call vote recorded by Jennifer Kennedy.

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

Motion passed 5-0

9. **UNFINISHED BUSINESS**

None scheduled.

10. **NEW BUSINESS**

- 10.1 **Consider a resolution approving the amendment to the 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.**

Staff presentation: Frank Nakamura, City Attorney

Mr. Nakamura stated that this Resolution is renewing an agreement between the cities. The Valley Police Alliance Interlocal Agreement is a way of sharing law enforcement resources across jurisdictional lines as in mutual aid agreements. This is also an opportunity, if it presents itself, of economies of scale to be able to share equipment or services. This allows all of the entities in the valley to share and be able to cross jurisdictional lines if there is a need to do so. This agreement expired and they want to renew the agreement for an additional three-year term, renewable after that time unless the City decides otherwise. Usually the only time an agreement like this changes, is if



there is a change in the different entities and that is why this one expired. Unified Police and the entities have changed over the years and the agreement needed to be amended.

Mr. Hales made a motion to adopt the resolution.  
Mr. Shaver 2<sup>nd</sup> the motion.

Call vote recorded by Jennifer Kennedy.

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

Motion passed 5-0

## **11. MAYOR**

### **11.1 Mayor's Report**

Mayor Snarr indicated that Ms. Wells had distributed information regarding the participants in the City's Vehicle Replacement Committee. Based upon that, the Committee has made recommendations on vehicles that will be included in this year's CIP plan. This has been reviewed and the committee has been very conscientious about looking at vehicles with others input on what would be the best vehicles for the City to acquire and the amount of savings that would incur.

Mayor Snarr said that along Vine Street coming to the east, across from Forest Products, a major clean-up has been taking place. There was some contamination and other issues that they had to deal with and they have taken out about 40 large trees from that area. They also had to remove a lot of buried concrete that they were not aware was there. The Kimball Investment Group purchased this property from Granite Credit Union and they are thrilled with the amount of property and they are contemplating removing the last building that remains on the property, but need to evaluate the costs involved. Currently they do not have any potential buyers for the land, but want to give the property a clean bill of slate and make it more attractive. They are also looking at acquiring some additional property in the area and feel that it would be desirable for them to look to this additional property to provide parking for the other property and land resources.

Mayor Snarr pointed out that this is another example of someone catching the vision of what is possible here in Murray and see the potential for the future, particularly with the development of the commuter rail site. They are being really aggressive on that line, and if it is going to open in December of this year they are going to need to get the pavement down. In speaking with the representatives of UTA, the Mayor is very excited about the

development and the potential.

Mayor Snarr indicated that the Marriott is having some financial challenges, but they are working on resolving these issues. The County is going to move forward and probably start next year, in making that agreement stand as far additional restrooms, taking down the bleachers, putting in additional parking and enhancing the landscaping. Right now there is an issue on the Rugby Field with it not getting enough sun and the County will be reorienting that as well. They are looking at orienting it the same way as all football fields are and that is changing it to a north-south orientation. There may be enough space to have two rugby fields and they would put in portable bleaches for both of them. They have so many venues there that it would be nice to do games simultaneously. There are so many activities in the park and these areas are well used.

Mayor Snarr said that the Miller Group really wants to open the new dealership in January, but as with the Chick-Fil-A, the issue is with laying the asphalt down and getting it done while the weather is still good. If they can get that done, they will be able to open on time but if the weather turns, it may be Spring before it can be completed.

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

Mr. Hales asked the Mayor to explain his comment on the Marriot and Kimball's "slowing up" because of funds.

Mayor Snarr said that right now, it really doesn't pencil out and they are trying to go back and work that out. Marriott came back with some much higher standards that they expect for the rollout of the new Residency Inn's. If you are a franchisee you have to live up to those commitments. They are going back to the corporation and saying that they bought the property under the prior understanding, and can they be allowed to go back and look at some of these things that are not going to cheapen the quality of product. They are holding meetings and working on these issues. The Mayor would really like to see that site cleaned up, especially the slope that the County controls, but no longer owns.

#### **12. ADJOURNMENT**

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**Jennifer Kennedy, City Recorder**

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

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DRAFT

**T**he Municipal Council of Murray City, Utah, met on Tuesday, the 16<sup>th</sup> day of October, 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 - Excused
Brett Hales,	Council Member
Darren Stam,	Council Member
Jared Shaver,	Council Member - Conducted
Dave Nicponski,	Council Member

Others who attended:

Daniel Snarr,	Mayor
Jan Wells,	Chief of Staff
Brent Davidson,	Deputy City Recorder
Frank Nakamura,	City Attorney
Gil Rodriguez,	Fire Chief
Craig Burnett,	Assistant Police Chief
Justin Zollinger,	Finance Director
Doug Hill,	Public Services Director
Blaine Haacke,	General Manager
Zachery Fountain,	Legislative Affairs
Glen Sidwell,	Safety/Risk Manager
Phil Roberts,	Fire Marshal
Kevin Potter,	Fire Department
Mike Terry,	Human Resources Director
Danny Astill,	Water Superintendent
Mark Urry,	Environmental Compliance
Bruce Holyoak,	Parks Department
Bruce Turner,	Operations Manager
Mary Ann Kirk,	Cultural Arts Director
Sharon Whitney,	Arts Advisory Board
Elaine Judd,	Arts Advisory Board

Mildred Horton,	Arts Advisory Board Chair
Patrick Powers,	Utah Liberty Institute
Scott Baker,	Murray Chamber of Commerce
Walt May,	Utah Food Bank
Jeanie Calkin,	Utah Food Bank
Bonnie Romney,	Utah Pioneer Heritage Arts
Clive Romney,	Utah Pioneer Heritage Arts
Scouts	
Citizens	

## 5. **OPENING CEREMONIES**

5.1 Pledge of Allegiance- Justin Zollinger, Finance Director

5.2 5.2.1 Approval of Minutes for September 4, 2012.

5.2.2 Approval of Minutes for September 18, 2012.

Mr. Shaver asked that these two be taken together; no objections noted.

Mr. Stam made a motion to approve the minutes; motion 2<sup>nd</sup> by Mr. Nicponski.  
Call vote taken, all Ayes.

5.3 Special Recognition:

Mr. Shaver thanked the many people who have attended and gone through this with the City. In the past, many people in the City have given and devoted great amounts of time, energy and talent to make the City the wonderful 'home' place that it is. Tonight many of those people and corporations will be recognized for contributing so greatly this past year.

5.3.1 Presentation of Community Arts Awards.

Staff presentation: Mary Ann Kirk, Cultural Arts Director, & Mildred Horton, Arts Advisory Board Chair.

Ms. Horton introduced the other members of the Board that were present: Sharon Whitney and Elaine Judd. Ms. Horton stated that Murray is very well known throughout the State for their arts in the community, primarily due to the leadership of Mary Ann Kirk. She Ms. Kirk for all that does for Murray with the arts.. Typically, they have over 2,000 people participate in the arts program and over 30,000 who come as patrons to see the productions.

October is National Arts and Humanities Month, which is the largest annual celebration for Arts and Humanities in the nation. The National Arts and Humanities Month is a coast to coast collective recognition of the importance of the culture in America. It is designed to encourage all Americans to explore new facets of arts and humanities in their lives and to begin a lifelong habit of more active participation in the arts and humanities. Ms. Horton distributed a summary of all of the arts programs that they participate in, which is very extensive. She also distributed as a current update of upcoming events. Murray Arts Concert Band will be performing on November 3, 2012 and on that same night they are also setting up an art exhibit in the Murray Library. They have a lot of resident participation for the art exhibit and it is a great event to come to. Something new this year will be a story-telling festival held in March of 2013. It will be starting in the schools very shortly. In lieu of this month being a national celebration of the arts, they are presenting some arts award to people who have contributed to the arts here in Murray. Ms. Horton read the following:

*"Clive Romney, Pearl-Award-winning recording producer, composer, songwriter, storyteller, arranger, teacher and performer, and a forty-year veteran of the music business, serves as Executive Director of Utah Pioneer Heritage Arts. Clive is the first to acknowledge that this award also belongs to his wife who is his dedicated partner and supporter in all he does. Clive plays guitar, bass, mandolin, banjo, accordion, percussion, dan tranh, charango, bodhran, various other ethnic instruments, and some piano, and produces between four and ten albums per year in his recording studio, "Pitchfork Studios", engineering most of his own recordings. He is comfortable producing music in a wide range of styles, but his musical "home" is in acoustic folk, world and old-time music. Clive teaches Introduction to the Music Business at Brigham Young University in Provo, where he has also taught songwriting in the past.*

*Clive's credits are remarkable. He wrote the lyrics for the films Swan Princess II and III, the music and lyrics for "Over The Edge at The Grand Canyon" (commissioned by the National Park), and has had more than four hundred original works recorded and published. But he counts "Scripture Power", an LDS Primary children's favorite, as his greatest musical achievement.*

*Clive founded and directs "Enoch Train", an eight-man ensemble that performs and records folk-flavored instrumental arrangements of hymn tunes, children's songs, and Americana, incorporating ethnic influences from around the world. He also directs "Caboose", a five-man band that performs old-time and original folk-flavored vocal and instrumental music. Clive also founded the four-person pioneer band "Willingly", which travels the state presenting Utah pioneer history in a dynamic, fun-filled assembly to elementary schools and community audiences throughout the state. He also performs with "Grouse Creek Lily", a three-piece western band that specializes in early Utah cowboy music.*

*Jonathan D. (Jon) Whitney is co-founder of the Utah Instrument Builder's Association. This group of instrument builders meets monthly to discuss and demonstrate methods of building, finishing, and repairing musical instruments of all types, with the primary focus on acoustic and electric stringed instruments such as guitars, mandolins, banjos, and violins. Jon currently has a hand-built banjo on display in the International Art Competition Exhibit at the LDS Church History Museum.*

*Jon built his first musical instrument in 1991. By the late 1990's he had started to learn to play the banjo, and within a year or two started building banjos as well as a few other musical instruments. In 2002 he began thinking of ways to build banjos with standard or home-made hardware rather than the specialized (and expensive) hardware sported by factory-built banjos. He came up with a few designs to try. Wishing also to improve his skills at decorative techniques such as inlay and metal etching, he began construction of three presentation-level banjos at the same time expressing feelings about his Mormon heritage. Of these three banjos, one ("Missouri") was entered and accepted in the Seventh International Art Competition exhibit in 2006. Another ("Pioneer") was displayed in the Murray City Art exhibit in 2007 and won a \$50 prize in the wood working division. The third is entitled "Nauvoo" and features bone inlays of the sunstones, moonstones, and star stones of the Nauvoo Temple. Jon has continued his commemorative banjo series by building "New York/Pennsylvania – The Restoration" in time to enter the Eighth International Art Competition in 2009. This banjo was exhibited in the LDS Church Conference Center along with the other art works. "Kirtland", the fifth banjo of the series, was started in 2006 but not completed until 2009. It is this banjo that is exhibited in the Ninth International Art Competition. Jon has plans for one more banjo in this series and hopes to complete it in time for the tenth competition, which will be in 2015.*

*In the past few years, he has become interested in building "minimalist" banjos as well as the highly decorated instruments he has exhibited. Jon has developed banjo designs using frying pans as the "pot" (body) of the banjo, and also a design which reuses the plastic from 2-liter soda bottles as the banjo head (sounding membrane). He has had good success using 30- and 50-pound-test fishing line for banjo strings. Jon says he would be happy to teach these banjo designs to woodworkers of any age."*

Ms. Horton distributed another handout with information on their winter series. She wanted to let everyone know that they offer a season pas for their performances. She suggested that people invest in a season pass because it will encourage them to attend performances.

Ms. Kirk presented the awards to Mr. & Mrs. Romney and Mr. Whitney, stating that having these talented people in Murray is amazing.

Mr. Whitney expressed his thanks, saying that there are probably a hundred people in Murray who deserve the award more than he does, but that it does not diminish his appreciation for the award.

Ms. Kirk presented an award to Ms. Horton, saying that she has served on the Murray Arts Advisory Board for the past six years, serving as chair for four of those years. She has helped guide the vision of Murray's art activities and serves alongside city staff as a volunteer to implement many yearly projects - spending countless hours on the phone recruiting volunteers and calling award winners, setting up art shows, manning the ticket booth at arts events, taking children through tours of the museum, and telling stories in the city cemetery. She has also been involved in Murray's library's centennial celebration and encouraged art projects as part of that celebration including a beautiful bronze statue and stained glass window that will enhance the artistic environment of the facility. With a history of service in many other community organizations, Mildred is a perfect example of what makes Murray a great place to live.

Mr. Shaver added that there are so many people who live in Murray that contribute so much to the community, which is very much appreciated.

5.3.2 Presentation of Murray City Council Resident Service Awards to Ann Marie Nielson and DeAnn Rogers for Distinguished and Enthusiastic Volunteer Participation in the 2009 and 2012 Babe Ruth World Series Events.

Staff presentation: Darren Stam, Council Member

Mr. Stam stated that a couple of years ago, the City Council put together a service award to recognize citizens that put in extraordinary effort to promote the city and the citizens. Up until now, there have only been two recipients of the award; in looking at this, and after the City has gone through a strategic plan of informed and engaged citizens, the Council felt that this was an appropriate time.

In 2009, Murray held the World Series; because of the people involved and the way they felt welcomed, the City was given the opportunity to host the series once again this year. Mr. Stam read the Resolutions in their entirety and presented the awards to Ms. Nielson and Ms. Rogers.

5.3.3 Consider a Joint Resolution of Mayor Daniel Snarr and the Murray City Municipal Council, Murray City, Utah, Commending Murray City Businesses for their Extraordinary Support of the Babe Ruth 14-Year Old World Series Baseball Tournament.

Staff presentation: Darren Stam and Brett Hales, Council Members

Mr. Shaver read the Resolution in its entirety.

Mr. Stam made a motion to adopt the Resolution.  
Mr. Nicponski 2<sup>nd</sup> the motion.

Call vote recorded by Brent Davidson.

  A   Mr. Hales  
  A   Mr. Nicponski  
  A   Mr. Stam  
  A   Mr. Shaver

Motion passed 4-0

Mr. Hales read from the first Resolution: Now therefore, be it resolved by the Mayor and Murray City Municipal Council that Larry H. Miller Used Car Supermarket and Travis Johnson, General Manager, be recognized for providing a high level of financial support for the Babe Ruth 14-Year Old World Series. Be it further resolved that our thanks be extended to staff and management of Larry H. Miller Organization for their willingness to share their resources, far exceeding the expectations of the City.

Mr. Hales also noted that Larry H. Miller was the naming sponsor and contributed quite a bit of money during the last three weeks.

Mr. Hales read from the Resolution: Now therefore, be it resolved by the Mayor and Murray City Municipal Council that Cyprus Credit Union be recognized for sponsoring the host team from Murray Utah and providing outstanding contributions in support of the Babe Ruth 14-Year Old World Series. Be it further resolved that our thanks be extended to the staff and management of Cyprus Credit Union for their willingness to share their resources and for exceeding the expectations of the City.

Mr. Hales presented the award to their Vice-President, Steve Fifield. Mr. Hales added that he retired from Cyprus Credit Union and they really took care of his family; he has a great appreciation for this organization.

Mr. Stam said: Now be it resolved by the Mayor and Murray City Municipal Council that Academy Sports and Jared Snell be recognized for sponsoring the Ohio Valley Team from Newberg, Indiana and providing outstanding contributions for the series.



Mr. Stam read from the Resolution: Therefore be it resolved by the Mayor and Murray City Municipal Council Brio Tuscan Grill be recognized for providing an Italian cuisine lunch for 700 people, including ten participating teams, host families and National Babe Ruth and Murray City dignitaries. They also sponsored the southwest team from Jacksonville, Florida, including dinner and pictures and distributed numerous dinner coupons throughout the event. Mr. Stam presented the resolution to Steve Rose, Kenna Warner and the staff of the Brio Tuscan Grill.

Mr. Shaver added that he and his wife received one of the dinner coupons as they hosted a family. He stated that they have been back several times as the food is so great.

Mr. Stam said that through the series, they are required to hold a meet & greet activity for the players who come in from out of state, and Brio Tuscan Grill volunteered to provide the lunch for this. Mr. Stam said that he doesn't think that they realized that there would be 700 people coming to this event. The staff at Brio came in early, set up, fed all of these people and everybody walked away amazed at what Brio had done. It was really an example of giving.

Mr. Hales read from the Resolution: Now therefore, be it resolved by the Mayor and the Murray City Municipal Council that California Pizza Kitchen and Danielle Alcock be recognized for sponsoring the Pacific Southwest team from Westchester, California. The California Pizza Kitchen provided dinner for the team members, their families and the host families. Be it further resolved that our thanks be extended to the staff of the California Pizza Kitchen for their willingness to share their time and resources, far exceeding the City's expectations.

Mr. Stam added that both California Pizza Kitchen and Brio Tuscan Grill had invited the team, consisting of up to 15 players, to feed them and the host family's dinner. This was all done at no cost to those teams and families.

Mr. Hales also recognized Mark Urry of the Murray City Building Department for making much of this possible.

Mr. Hales read from the Resolution: Now therefore, be it resolved by the Mayor and Murray City Municipal Council that Crystal Inn Hotel and Suites, Midvalley, Dave DeYoung, General Manager, and Karen Kriegbaum, Sales Manager, as well as all of the staff, be recognized for sponsoring the Southwest team from Mountain Home, Arkansas and providing rooms, meals and meeting space for team members and their families. Mr. Hales also stated that Ms. Kriegbaum sat on the committees and put a lot of effort into helping to obtain other sponsors and businesses involved in this series.

Mr. Stam recognized Energy Operator's Inc., who became a last minute sponsor at the championship game of the tournament. Mr. Stam read from the Resolution: Now therefore, be it resolved by the Mayor and Murray City Municipal Council that Energy Operator's Inc. be recognized for sponsoring the Utah State Champions from Vernal, Utah and provided outstanding contributions in support of the Babe Ruth 14-Year Old World Series. Mr. Stam added that the owner had a grandson on the Vernal team and when he found out that the series needed some help, he stepped up and contributed at the last minute which was a big help.

Mr. Hales recognized Little Cesar's Pizza for their contribution in sponsoring the Middle Atlantic Team from Branchburg, New Jersey. Mr. Stam recognized Red Robin Gourmet Burgers for sponsoring the Midwest Plains team from Mineral Area, Missouri. The parent company for both of these companies is Sizzling Platter and the support for these two sponsorships are greatly appreciated.

Mr. Stam recognized the Pavilion Inn and Kim Bailey, and all of the staff at the Pavilion Inn for their willingness to share their time and resources as well as several rooms for the coaches and teams during the series.

Mr. Stam recognized Rocky Mountain Pies for the donation of 700 pies for the series dinner.

Mr. Hales recognized Salt Lake Valley Buick GMC, West Valley Suzuki Cameron Keyvani, and staff for their contributions. They have always been a big help to the City and its events.

Mr. Stam stated that in addition to these major sponsors, there were many others who contributed food, time, resources and monetary contributions. He presented a Joint Resolution for the following organizations:

- Apple Spice Junction
- Boar's Head
- Papa Murphy's Pizza
- Diamond Rental
- Sam's Club
- Walmart
- Tri-Destiny Band
- Sweet Tomatoes
- Ryerson
- Mountain Crane Services
- Church of Jesus Christ of Latter Day Saints
- Dunham Melons
- CU Auto Sales
- Murray Area Chamber of Commerce
- Woody's Honey
- Volker Ritzinger

Mr. Hales and Mr. Stam presented the Joint Resolution to each of the participants.

Mr. Shaver introduced Scott Baker, Executive Director, Murray Area Chamber of Commerce. Mr. Shaver stated that many of the events held in Murray City are at the coordination of the Murray Area Chamber of Commerce and the City appreciates the active role that Mr. Baker and the Chamber play in that.

Mr. Stam introduced Bruce Holyoak of the Murray Parks Department, stating that he is also representing the Murray Stake of the LDS Church this evening. Mr. Holyoak volunteered and helped out with the Hospitality House which provided food and refreshments for volunteers and dignitaries who came. Mr. Holyoak did an excellent job heading that up and kept everyone well fed.

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

None given.

**Citizen comment closed**

7. **CONSENT AGENDA**

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 a Resolution waiving fees for the parking of a mobile food pantry truck by the Utah Food Bank and the Salt Lake Community Action Program in the Murray City Amphitheater parking lot.**

Staff presentation: Zachary Fountain, Murray City Legislative Affairs & Salt Lake Community Action Program Board of Directors.

Mr. Fountain stated that Salt Lake Community Action Program is a partner with Murray City, operating the Murray food pantry. Mr. Fountain introduced Danny Jaspersen, Salt Lake CAP; and Walt May & Jeanie Caulkin, of the Utah Food Bank. The pantry assists

low-income families in crisis situations by providing three to five days supplies of emergency food.

Mr. Fountain indicated that during the last fiscal year, the Murray food pantry saw a 52% increase in households served when compared to the prior year. This has stretched resources and staff in providing specialized client attention. In order to relieve some of the demand at the pantry and allow for more efficient client services, Salt Lake CAP is partnering with the Utah Food Bank to offer a mobile food pantry. The mobile food pantry is looking to utilize the parking lot adjoining the Murray Amphitheater in Murray Park once a month for three hours, for the next year. They are asking the Council to waive the Special Event fee of \$100.00 per month for the next year, as the City has done in the past for other non-profit organizations such as the Boys and Girls Club of Murray and the Murray School District.

Mr. Fountain stated that should the Council approve the fee waiver, staff will work with Salt Lake CAP, the Utah Food Bank and the City Attorney's Office on an agreement for the use of the property.

Mr. Shaver asked, if this is approved, when would they begin?

Mr. Fountain said they would begin their distribution in November, 2012.

Mr. Nicponski asked if this would be for distribution.

Mr. Fountain said that was correct.

**Public Hearing opened for public comment.**

None given.

**Public comment closed.**

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

Mr. Stam made a motion to adopt the Resolution  
Mr. Nicponski 2<sup>nd</sup> the motion.

Mr. Hales asked what the amount of the fee was.

Mr. Fountain said it was \$100.00 per month.

Mr. Shaver noted that many people in our community are struggling and finding another resource for them is always a benefit. If the City can find a way to make that happen they should. He hopes that this continues for a long time.

Call vote recorded by Brent Davidson.

A Mr. Hales  
A Mr. Nicponski  
A Mr. Stam  
A Mr. Shaver

Motion passed 4-0

9. **UNFINISHED BUSINESS**

None scheduled.

10. **NEW BUSINESS**

None scheduled.

11. **MAYOR**

11.1 **Mayor's Report**

Mayor Snarr stated that Fashion Place Mall is celebrating their 40<sup>th</sup> year anniversary this week. They are having parties and activities throughout the week. The next activity will be on Thursday night from 6:40 – 8:40 p.m. with shopping specials, food, music and the retro fashion party. There will be a fashion show of the 70's fashions on Friday, which will be very entertaining for everyone to see the attire we were wearing back then. There will be gifts and prizes, and more details will be available on the Fashion Place Mall Facebook page. Mayor Snarr noted that there was a kick-off event yesterday morning at 8:40 over at Fashion Place Mall. They have done an excellent job of making people aware of how successful the mall has been and the history of the mall. From the original inception to what it is now, it is almost three times larger with additional stores coming on-line over the course of the next couple of years.

Mayor Snarr added that the person who was instrumental in making the mall possible, and worked diligently to put together the amount of land necessary to build a mall of that size, was former Mayor Bill Dunn. The Mayor contacted Mr. Dunn yesterday and invited him to the celebration at the mall on Thursday night. Mr. Dunn worked very hard to make the mall happen and although he no longer lives in Murray, he is still excited to see the changes that have happened. At the time the mall was conceptualized, there was not even an I-215 in existence and with the building of that freeway, it has made it more convenient and successful.

Mayor Snarr indicated that early voting begins on October 23, 2012 and goes through November 2, 2012.

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

Mr. Shaver excused Mr. Brass from the meeting.

Mr. Shaver invited the Scouts in attendance to stand and introduce themselves, their troop leaders and what Merit Badges they are working on. The Scouts in attendance introduced themselves and their leaders.

#### **12. ADJOURNMENT**

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**Jennifer Kennedy, City Recorder**

# Special Recognition #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 the swearing in of 4 new police officers

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

☒ Council Meeting OR ☐ Committee of the Whole

☒ Date requested November 13, 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) \_\_\_\_\_

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)

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

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

*Memo with the names of the new officers*

6. **REQUESTOR:**

Name: Peter Fondaco Title: Chief of Police

Presenter: Chief Fondaco Title: \_\_\_\_\_

Agency: Police Department Phone: 264-2606

Date: October 12, 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: Peter Fondaco Date: 10-12-12

Mayor: Daniel C. Smith Date: 10-12-12

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

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

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

9. **NOTES:**





**MURRAY CITY CORPORATION  
POLICE DEPARTMENT**

Daniel C. Snarr, Mayor

Peter A. Fondaco, Police Chief

801-264-2673 FAX 801-264-2568

**MEMORANDUM**

**TO:** Mayor Daniel C. Snarr  
Jan Wells, Chief of Staff

**FROM:** Peter A. Fondaco  
Chief of Police

**RE:** Murray City Municipal Council

**DATE:** October 12, 2012

We would like to be placed on the Murray Municipal Council agenda November 13, 2012.

We would like to swear in 4 newly hired officers at the council meeting on that date.

The officer we are hiring:

Mark Dewald

Andrew Mecham

Brad Rowe

Chad Toole

Thank you for your assistance in this matter.

# Citizen Comments

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

# Public Hearing #1

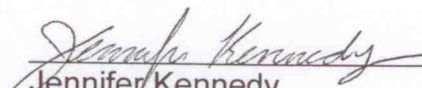
# Murray City Corporation

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 13<sup>th</sup> day of November, 2012, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing to receive public comment concerning a Land Use Ordinance text amendment to Section 17.76.160 of the Murray City Municipal Code allowing administrative approval of secondary gates for swimming pools for maintenance or service access and requiring compliance with the International Building Code.

DATED this 30<sup>th</sup> day of October, 2012.

MURRAY CITY CORPORATION

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

DATES OF PUBLICATION:  
PH 12-30

November 2, 2012.

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

AN ORDINANCE AMENDING SECTION 17.76.1600 OF THE MURRAY CITY MUNICIPAL CODE ALLOWING CITY STAFF TO APPROVE (1) SECONDARY GATES FOR SWIMMING POOLS FOR MAINTENANCE OR SERVICE ACCESS, AND (2) SWIMMING POOLS IN COMMERCIAL, MULTI-FAMILY, MOTEL AND HOTEL DEVELOPMENTS, AND REQUIRING COMPLIANCE WITH THE INTERNATIONAL BUILDING CODE.

Now, therefore, be it ordained by the Murray City Municipal Council as follows:

*Section 1. Purpose.* The purpose of this ordinance is to amend Section 17.76.160 relating to secondary gates for swimming pools for maintenance or service access and relating to compliance with the International Building Code.

*Section 2. Amendment.* Section 17.76.160 of the Murray City Municipal Code relating to secondary gates for swimming pools for maintenance or service access and relating to compliance with the International Building Code:

17.76.160: **SWIMMING POOLS:**

- A.** Swimming pools of permanent construction which are not enclosed within a building shall be set back at least five feet (5') from all rear or side yard property lines in single-family residential and agricultural zones. Each pool shall be surrounded by a substantial fence or wall starting at ground level and having a height of at least six feet (6') from the ground to the top of the fence with only one opening for a **self-closing and self-latching** gate. However, a second gate for maintenance or service access may be installed if ~~allowed and regulated under a conditional use permit approved by the planning commission~~ **approved by City staff**. Fences shall be of a chain link material, masonry, solid wood, or wood or metal rail with the spacing between rails ~~no greater~~ **less** than four inches (4"). ~~All fences or walls shall be equipped with a self-closing and self-latching gate~~ **swimming pools shall comply with the International Building Code requirements adopted by the City.**
- B.** **Swimming pools in of permanent construction which are not enclosed within a building in commercial and** multi-family developments and motels and hotels shall ~~require conditional use permit approval by the planning commission~~ **be surrounded by a substantial fence or wall starting at ground level and having a height of at least six feet (6') from the ground to the top of the fence and shall comply with the Internationals Building Code requirements adopted by the City.**

Section 3. Effective Date. The Ordinance shall take effect upon first publication.

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

MURRAY CITY MUNICIPAL COUNCIL

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

ATTEST:

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

Transmitted to the Office of the Mayor of Murray City on this \_\_\_\_ day of \_\_\_\_\_, 2012.

MAYOR'S ACTION: Approved

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

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

ATTEST:

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

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance was passed on the \_\_\_\_ day of \_\_\_\_\_, 2012.

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



DRAFT

SWIMMING POOL GATE TEXT AMENDMENT – Swimming Pool Second Gate Text  
Amendment to section 17.76.160 – Project # 12-119

City Staff are requesting a Land Use Ordinance text amendment regarding swimming pool second access gate approval requirements in Section 17.76.160. Mr. Wilkinson reviewed the proposed text amends the requirement for a Conditional Use Permit approval, by the Murray Planning Commission, for a second gate for swimming pools in commercial, multi-family residential, agriculture and single family residential developments. The allowance for more than one gate changes to City staff approval. The purpose for the text amendment for commercial, residential and agricultural zones is to bring the Land Use Code into compliance with International Building Code requirements for gates and exit codes. The Murray City Building Department has recently required developers of projects in the Transit Oriented Development to install two gates based on the requirements of occupant exit codes and numbers of occupants using the swimming pools.

Based on the above findings, staff recommends that the Planning Commission forward a recommendation of approval to the City Council for the requested amendment to the Municipal Code 17.76.160 for swimming pools.

The meeting was opened for public comment. No comments were made by the public and the public comment period was closed.

Mr. Taylor made a motion to forward a recommendation of approval to the City Council for the requested amendment to the Municipal Code 17.76.160 for swimming pools.

Mr. Markham seconded the motion.

Call vote recorded by Mr. Wilkinson.

A \_\_\_\_\_ Tim Taylor  
A \_\_\_\_\_ Karen Daniels  
A \_\_\_\_\_ Ray Black  
A \_\_\_\_\_ Phil Markham

Motion passed, 4-0.

OTHER BUSINESS:

Meeting adjourned.

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**TO: Murray City Planning Commission**

**FROM: Murray City Community & Economic Development Staff**

**DATE OF REPORT: October 12, 2012**

**DATE OF HEARING: October 18, 2012**

**PROJECT NAME: Swimming Pool Gate Text Amendment**

**PROJECT NUMBER: 12-00000119**

**PROJECT TYPE: Ordinance Text Amendment**

**APPLICANT: Murray City Corporation**

**I. REQUEST:**

City Staff are requesting a Land Use Ordinance text amendment regarding swimming pool second access gate approval requirements in Section 17.76.160.

**II. DISCUSSION**

The proposed text amends the requirement for a Conditional Use Permit approval, by the Murray Planning Commission, for a second gate for swimming pools in commercial, multi-family residential, agriculture and single family residential developments. The allowance for more than one gate changes to City staff approval.

The purpose for the text amendment for commercial, residential and agricultural zones is to bring the Land Use Code into compliance with International Building Code requirements for gates and exit codes. The Murray City Building Department has recently required developers of projects in the Transit Oriented Development to install two gates based on the requirements of occupant exit codes and numbers of occupants using the swimming pools. (See the attached International Building Code regulations information attached.)

**III. FINDINGS AND CONCLUSION**

- i. The proposed amendment is consistent with the policies of the Land Use Ordinance for safety and general welfare of the public.
- ii. Amending the Land Use Ordinance will allow compliance to the International Building Code regulations for commercial, residential and agricultural zones.

#### IV. STAFF RECOMMENDATION

Based on the above findings, staff recommends that the Planning Commission forward a recommendation of approval to the City Council for the requested amendment to the Municipal Code 17.76.160 for swimming pools.

#### LAND USE ORDINANCE AMENDED TEXT

##### 17.76.160 SWIMMING POOLS:

- A: Swimming pools of permanent construction which are not enclosed within a building shall be set back at least five feet (5') from all rear or side yard property lines in single-family residential and agricultural zones. Each pool shall be surrounded by a substantial fence or wall starting at ground level and having a height of at least six feet (6') from the ground to the top of the fence with only one opening for a self-closing and self-latching gate. However, a second gate for maintenance or service access may be installed if approved by City staff. Fences shall be of a chain link material, masonry, solid wood, or wood or metal rail with the spacing between rails less than four inches (4"). All swimming pools shall comply with the International Building Code requirements adopted by Murray City.
- B. Swimming pools in commercial and multi-family developments shall be surrounded by a substantial fence or wall starting at ground level and having a height of at least six feet (6') from the ground to the top of the fence and shall comply with the International Building Code requirements adopted by Murray City.

of the entire flag lot, or the access strip may be evidenced by a recordable permanent and irrevocable ingress and egress easement or right of way over and across the front lot. The form and content of the easement or right of way must be approved by the city attorney.

- F. No more than two (2) flag lots may be contiguous to each other and abut upon the same public street. Two (2) adjoining flag lots may share a common access strip only if the access strip is thirty eight feet (38') wide or greater and meets the requirements of subsection H of this section. If the access strip is shared with the front lot, access strip landscaping may be adjusted to allow reasonable ingress and egress of the front lot.
- G. The minimum lot area of the main body of a flag lot may not be less than 1.25 times the minimum lot area required for a regular lot in the same district.
- H. The access strip portion of a flag lot:
  1. Shall be at least twenty eight feet (28') wide for its entire length from the street to the point where the access strip adjoins the main body of the flag lot;
  2. Shall be paved except for the portion reserved for landscaping;
  3. Shall have four feet (4') of landscaping on each side; and
  4. Shall front on a dedicated public street or on a private street that existed prior to November 13, 2007.

- I. The address of the flag lot dwelling shall be clearly visible from or posted at the abutting public street. (Ord. 08-05 § 2: Ord. 07-30 § 2)

**17.76.150: STORAGE OF COMMERCIAL VEHICLES; RESIDENTIAL ZONE:**

No trucks, motor vehicles or commercial trailers having a gross vehicle weight rating of more than twelve thousand (12,000) pounds shall be stored or parked on any lot or parcel within any residential zone or within thirty five feet (35') of any residential zone, nor shall any contracting and/or earthmoving equipment be stored or parked on any lot or parcel in a residential zone or within thirty five feet (35') of any residential zone. (Ord. 08-04 § 2)

**17.76.160: SWIMMING POOLS:**

Swimming pools of permanent construction which are not enclosed within a building shall be set back at least five feet (5') from all rear or side yard property lines in single-family residential and agricultural zones. Each pool shall be surrounded by a substantial fence or wall starting at ground level and having a height of at least six feet (6') from the ground to the top of the fence with only one opening for a gate. However, a second gate for maintenance or service access may be installed if allowed and regulated under a conditional use permit approved by the planning commission. Fences shall be of a chainlink material, masonry, solid wood, or wood or metal rail with the spacing between rails no greater than four inches (4"). All fences or walls shall be equipped with a self-closing and self-latching gate. Swimming pools in multi-family developments and motels and hotels



doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or an *approved* automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with Items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit.

1. The doors unlock upon actuation of the *automatic sprinkler system* or automatic fire detection system.
2. The doors unlock upon loss of power controlling the lock or lock mechanism.
3. The door locks shall have the capability of being unlocked by a signal from the fire command center.
4. The initiation of an irreversible process which will release the latch in not more than 15 seconds when a force of not more than 15 pounds (67 N) is applied for 1 second to the release device. Initiation of the irreversible process shall activate an audible signal in the vicinity of the door. Once the door lock has been released by the application of force to the releasing device, relocking shall be by manual means only.

**Exception:** Where approved, a delay of not more than 30 seconds is permitted.

5. A sign shall be provided on the door located above and within 12 inches (305 mm) of the release device reading: PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 [30] SECONDS.
6. Emergency lighting shall be provided at the door.

#### 1008.1.9.8 Electromagnetically locked egress doors.

Doors in the *means of egress* that are not otherwise required to have panic hardware in buildings with an occupancy in Group A, B, E, M, R-1 or R-2 and doors to tenant spaces in Group A, B, E, M, R-1 or R-2 shall be permitted to be electromagnetically locked if equipped with *listed* hardware that incorporates a built-in switch and meet the requirements below:

1. The *listed* hardware that is affixed to the door leaf has an obvious method of operation that is readily operated under all lighting conditions.
2. The *listed* hardware is capable of being operated with one hand.
3. Operation of the *listed* hardware releases to the electromagnetic lock and unlocks the door immediately.
4. Loss of power to the *listed* hardware automatically unlocks the door.

#### 1008.1.9.9 Locking arrangements in correctional facilities.

In occupancies in Groups A-2, A-3, A-4, B, E,

F, I-2, I-3, M and S within correctional and detention facilities, doors in *means of egress* serving rooms or spaces occupied by persons whose movements are controlled for security reasons shall be permitted to be locked when equipped with egress control devices which shall unlock manually and by at least one of the following means:

1. Activation of an *automatic sprinkler system* installed in accordance with Section 903.3.1.1;
2. Activation of an *approved* manual alarm box; or
3. A signal from a *constantly attended location*.

**1008.1.9.10 Stairway doors.** Interior stairway *means of egress* doors shall be openable from both sides without the use of a key or special knowledge or effort.

#### Exceptions:

1. Stairway discharge doors shall be openable from the egress side and shall only be locked from the opposite side.
2. This section shall not apply to doors arranged in accordance with Section 403.5.3.
3. In stairways serving not more than four stories, doors are permitted to be locked from the side opposite the egress side, provided they are openable from the egress side and capable of being unlocked simultaneously without unlatching upon a signal from the fire command center, if present, or a signal by emergency personnel from a single location inside the main entrance to the building.

**1008.1.10 Panic and fire exit hardware.** Doors serving a Group H occupancy and doors serving rooms or spaces with an occupant load of 50 or more in a Group A or E occupancy shall not be provided with a latch or lock unless it is panic hardware or fire exit hardware.

**Exception:** A main exit of a Group A occupancy in compliance with Section 1008.1.9.3, Item 2.

Electrical rooms with equipment rated 1,200 amperes or more and over 6 feet (1829 mm) wide that contain overcurrent devices, switching devices or control devices with exit or exit access doors shall be equipped with panic hardware or fire exit hardware. The doors shall swing in the direction of egress travel.

**1008.1.10.1 Installation.** Where panic or fire exit hardware is installed, it shall comply with the following:

1. Panic hardware shall be *listed* in accordance with UL 305;
2. Fire exit hardware shall be *listed* in accordance with UL 10C and UL 305;
3. The actuating portion of the releasing device shall extend at least one-half of the door leaf width; and
4. The maximum unlatching force shall not exceed 15 pounds (67 N).

**1008.1.10.2 Balanced doors.** If balanced doors are used and panic hardware is required, the panic hardware



**3105.3 Design and construction.** *Awnings* and canopies shall be designed and constructed to withstand wind or other lateral loads and live loads as required by Chapter 16 with due allowance for shape, open construction and similar features that relieve the pressures or loads. Structural members shall be protected to prevent deterioration. *Awnings* shall have frames of noncombustible material, *fire-retardant-treated wood*, wood of Type IV size, or 1-hour construction with combustible or noncombustible covers and shall be either fixed, retractable, folding or collapsible.

**3105.4 Canopy materials.** Canopies shall be constructed of a rigid framework with an *approved* covering that meets the fire propagation performance criteria of NFPA 701 or has a *flame spread index* not greater than 25 when tested in accordance with ASTM E 84 or UL 723.

### SECTION 3106 MARQUEES

**3106.1 General.** Marquees shall comply with this section and other applicable sections of this code.

**3106.2 Thickness.** The maximum height or thickness of a marquee measured vertically from its lowest to its highest point shall not exceed 3 feet (914 mm) where the marquee projects more than two-thirds of the distance from the property line to the curb line, and shall not exceed 9 feet (2743 mm) where the marquee is less than two-thirds of the distance from the property line to the curb line.

**3106.3 Roof construction.** Where the roof or any part thereof is a skylight, the skylight shall comply with the requirements of Chapter 24. Every roof and skylight of a marquee shall be sloped to downspouts that shall conduct any drainage from the marquee in such a manner so as not to spill over the sidewalk.

**3106.4 Location prohibited.** Every marquee shall be so located as not to interfere with the operation of any exterior standpipe, and such that the marquee does not obstruct the clear passage of *stairways* or *exit discharge* from the building or the installation or maintenance of street lighting.

**3106.5 Construction.** A marquee shall be supported entirely from the building and constructed of noncombustible materials. Marquees shall be designed as required in Chapter 16. Structural members shall be protected to prevent deterioration.

### SECTION 3107 SIGNS

**3107.1 General.** Signs shall be designed, constructed and maintained in accordance with this code.

### SECTION 3108 TELECOMMUNICATION AND BROADCAST TOWERS

**3108.1 General.** Towers shall be designed and constructed in accordance with the provisions of TIA-222.

**Exception:** Single free-standing poles used to support antennas not greater than 75 feet (22 860 mm), measured

from the top of the pole to grade, shall not be required to be noncombustible.

**3108.2 Location and access.** Towers shall be located such that guy wires and other accessories shall not cross or encroach upon any street or other public space, or over above-ground electric utility lines, or encroach upon any privately owned property without the written consent of the owner of the encroached-upon property, space or above-ground electric utility lines. Towers shall be equipped with climbing and working facilities in compliance with TIA-222. Access to the tower sites shall be limited as required by applicable OSHA, FCC and EPA regulations.

### SECTION 3109 SWIMMING POOL ENCLOSURES AND SAFETY DEVICES

**3109.1 General.** Swimming pools shall comply with the requirements of this section and other applicable sections of this code.

**3109.2 Definition.** The following word and term shall, for the purposes of this section and as used elsewhere in this code, have the meaning shown herein.

**SWIMMING POOLS.** Any structure intended for swimming, recreational bathing or wading that contains water over 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas and fixed-in-place wading pools.

**3109.3 Public swimming pools.** Public swimming pools shall be completely enclosed by a fence at least 4 feet (1290 mm) in height or a screen enclosure. **Openings in the fence shall not permit the passage of a 4-inch-diameter (102 mm) sphere. The fence or screen enclosure shall be equipped with self-closing and self-latching gates.**

**3109.4 Residential swimming pools.** Residential swimming pools shall comply with Sections 3109.4.1 through 3109.4.3.

**Exception:** A swimming pool with a power safety cover or a spa with a safety cover complying with ASTM F 1346.

**3109.4.1 Barrier height and clearances.** The top of the barrier shall be at least 48 inches (1219 mm) above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51 mm) measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, and the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches (102 mm).

**3109.4.1.1 Openings.** Openings in the barrier shall not allow passage of a 4-inch-diameter (102 mm) sphere.

**3109.4.1.2 Solid barrier surfaces.** Solid barriers which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

*SL County***R392-302-14. Fencing.**

(1) A fence or other barrier is required and must provide complete perimeter security of the facility, and be at least 6 feet, 1.83 meters, in height. Openings through the fence or barrier, other than entry or exit access when the access is open, may not permit a sphere greater than 4 inches, 10.16 centimeters, to pass through it at any location. Horizontal members shall be equal to or more than 45 inches, 114.3 centimeters, apart.

(a) If the local health department determines that the safety of children is not compromised, it may exempt indoor pools from the fencing requirements.

(b) The local health department may grant exceptions to the height requirements in consideration of architectural and landscaping features for pools designed for hotels, motels and apartment houses.

(2) A fence or barrier that has an entrance to the facility must be equipped with a self-closing and self-latching gate or door. Except for self-locking mechanisms, self-latching mechanisms must be installed 54 inches, 1.37 meters, above the ground and must be provided with hardware for locking the gate when the facility is not in use. A lock that is separate from the latch and a self locking latch shall be installed with the lock's operable mechanism (key hole, electronic sensor, or combination dial) between 34 inches, 86.4 centimeters, and 48 inches, 1.219 meters, above the ground. All gates for the pool enclosure shall open outward from the pool.

(3) The gate or door shall have no opening greater than 0.5 inches, 1.27 centimeters, within 18 inches, 45.7 centimeters, of the latch release mechanism.

(4) Bathing areas must be separated from non-bathing areas by barriers with a minimum height of 4 feet, 1.22 meters, or by a minimum of 5 feet, 1.53 meters, distance separation.



**3109.4.1.3 Closely spaced horizontal members.**

Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches (1143 mm), the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed  $1\frac{3}{4}$  inches (44 mm) in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed  $1\frac{3}{4}$  inches (44 mm) in width.

**3109.4.1.4 Widely spaced horizontal members.**

Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches (1143 mm) or more, spacing between vertical members shall not exceed 4 inches (102 mm). Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed  $1\frac{3}{4}$  inches (44 mm) in width.

**3109.4.1.5 Chain link dimensions.** Maximum mesh size for chain link fences shall be a  $2\frac{1}{4}$  inch square (57 mm square) unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to no more than  $1\frac{3}{4}$  inches (44 mm).

**3109.4.1.6 Diagonal members.** Where the barrier is composed of diagonal members, the maximum opening formed by the diagonal members shall be no more than  $1\frac{3}{4}$  inches (44 mm).

**3109.4.1.7 Gates.** Access doors or gates shall comply with the requirements of Sections 3109.4.1.1 through 3109.4.1.6 and shall be equipped to accommodate a locking device. Pedestrian access doors or gates shall open outward away from the pool and shall be self-closing and have a self-latching device. Doors or gates other than pedestrian access doors or gates shall have a self-latching device. Release mechanisms shall be in accordance with Sections 1008.1.9 and 1109.12. Where the release mechanism of the self-latching device is located less than 54 inches (1372 mm) from the bottom of the door or gate, the release mechanism shall be located on the pool side of the door or gate at least 3 inches (76 mm) below the top of the door or gate, and the door or gate and barrier shall have no opening greater than  $\frac{1}{2}$  inch (12.7 mm) within 18 inches (457 mm) of the release mechanism.

**3109.4.1.8 Dwelling wall as a barrier.** Where a wall of a dwelling serves as part of the barrier, one of the following shall apply:

1. Doors with direct access to the pool through that wall shall be equipped with an alarm that produces an audible warning when the door and/or its screen, if present, are opened. The alarm shall be listed and labeled in accordance with UL 2017. In dwellings not required to be *Accessible units, Type A units* or *Type B units*, the deactivation switch shall be located 54 inches (1372 mm) or more above the threshold of the door. In dwellings required to be *Accessible units, Type A units* or *Type B units*, the deactivation switch(es) shall be

located at 54 inches (1372 mm) maximum and 48 inches (1219 mm) minimum above the threshold of the door.

2. The pool shall be equipped with a power safety cover that complies with ASTM F 1346.
3. Other means of protection, such as self-closing doors with self-latching devices, which are *approved*, shall be accepted so long as the degree of protection afforded is not less than the protection afforded by Section 3109.4.1.8, Item 1 or 2.

**3109.4.1.9 Pool structure as barrier.** Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or steps shall be surrounded by a barrier which meets the requirements of Sections 3109.4.1.1 through 3109.4.1.8. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch-diameter (102 mm) sphere.

**3109.4.2 Indoor swimming pools.** Walls surrounding indoor swimming pools shall not be required to comply with Section 3109.4.1.8.

**3109.4.3 Prohibited locations.** Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.

**3109.5 Entrapment avoidance.** Suction outlets shall be designed and installed in accordance with ANSI/APSP-7.

## SECTION 3110 AUTOMATIC VEHICULAR GATES

**3110.1 General.** Automatic vehicular gates shall comply with the requirements of this section and other applicable sections of this code.

**3110.2 Definitions.** The following word and term shall, for the purposes of this section and as used elsewhere in this code, have the meaning shown herein.

**VEHICULAR GATE.** A gate that is intended for use at a vehicular entrance or exit to a facility, building or portion thereof, and that is not intended for use by pedestrian traffic.

**3110.3 Vehicular gates intended for automation.** Vehicular gates intended for automation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

**3110.4 Vehicular gate openers.** Vehicular gate openers, when provided, shall be *listed* in accordance with UL 325.



**A-4 Assembly uses intended for viewing of indoor sporting events and activities with spectator seating including, but not limited to:**

- Arenas
- Skating rinks
- Swimming pools
- Tennis courts

**A-5 Assembly uses intended for participation in or viewing outdoor activities including, but not limited to:**

- Amusement park structures
- Bleachers
- Grandstands
- Stadiums

### SECTION 304 BUSINESS GROUP B

**304.1 Business Group B.** Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

- Airport traffic control towers
- Ambulatory health care facilities
- Animal hospitals, kennels and pounds
- Banks
- Barber and beauty shops
- Car wash
- Civic administration
- Clinic—outpatient
- Dry cleaning and laundries: pick-up and delivery stations and self-service
- Educational occupancies for students above the 12th grade
- Electronic data processing
- Laboratories: testing and research
- Motor vehicle showrooms
- Post offices
- Print shops
- Professional services (architects, attorneys, dentists, physicians, engineers, etc.)
- Radio and television stations
- Telephone exchanges
- Training and skill development not within a school or academic program

**304.1.1 Definitions.** The following words and terms shall, for the purposes of this section and as used elsewhere in this code, have the meanings shown herein.

**CLINIC, OUTPATIENT.** Buildings or portions thereof used to provide medical care on less than a 24-hour basis to individuals who are not rendered incapable of self-preservation by the services provided.

### SECTION 305 EDUCATIONAL GROUP E

**305.1 Educational Group E.** Educational Group E occupancy includes, among others, the use of a building or structure, or a

portion thereof, by six or more persons at any one time for educational purposes through the 12th grade. Religious educational rooms and religious auditoriums, which are accessory to *places of religious worship* in accordance with Section 303.1 and have *occupant loads* of less than 100, shall be classified as A-3 occupancies.

**305.2 Day care.** The use of a building or structure, or portion thereof, for educational, supervision or *personal care services* for more than five children older than 2½ years of age, shall be classified as a Group E occupancy.

### SECTION 306 FACTORY GROUP F

**306.1 Factory Industrial Group F.** Factory Industrial Group F occupancy includes, among others, the use of a building or structure, or a portion thereof, for assembling, disassembling, fabricating, finishing, manufacturing, packaging, repair or processing operations that are not classified as a Group H hazardous or Group S storage occupancy.

**306.2 Factory Industrial F-1 Moderate-hazard Occupancy.** Factory industrial uses which are not classified as Factory Industrial F-2 Low Hazard shall be classified as F-1 Moderate Hazard and shall include, but not be limited to, the following:

- Aircraft (manufacturing, not to include repair)
- Appliances
- Athletic equipment
- Automobiles and other motor vehicles
- Bakeries
- Beverages: over 16-percent alcohol content
- Bicycles
- Boats
- Brooms or brushes
- Business machines
- Cameras and photo equipment
- Canvas or similar fabric
- Carpets and rugs (includes cleaning)
- Clothing
- Construction and agricultural machinery
- Disinfectants
- Dry cleaning and dyeing
- Electric generation plants
- Electronics
- Engines (including rebuilding)
- Food processing
- Furniture
- Hemp products
- Jute products
- Laundries
- Leather products
- Machinery
- Metals
- Millwork (sash and door)
- Motion pictures and television filming (without spectators)
- Musical instruments
- Optical goods
- Paper mills or products
- Photographic film



**1014.2.1 Multiple tenants.** Where more than one tenant occupies any one floor of a building or structure, each tenant space, dwelling unit and sleeping unit shall be provided with access to the required *exits* without passing through adjacent tenant spaces, dwelling units and sleeping units.

**Exception:** The *means of egress* from a smaller tenant space shall not be prohibited from passing through a larger adjoining tenant space where such rooms or spaces of the smaller tenant occupy less than 10 percent of the area of the larger tenant space through which they pass; are the same or similar occupancy group; a discernable path of egress travel to an *exit* is provided; and the *means of egress* into the adjoining space is not subject to locking from the egress side. A required *means of egress* serving the larger tenant space shall not pass through the smaller tenant space or spaces.

**1014.2.2 Group I-2.** Habitable rooms or *suites* in Group I-2 occupancies shall have an *exit access* door leading directly to a *corridor*.

**Exception:** Rooms with *exit* doors opening directly to the outside at ground level.

**1014.2.3 Suites in patient sleeping areas.** Patient sleeping areas in Group I-2 occupancies shall be permitted to be divided into *suites* with one intervening room if one of the following conditions is met:

1. The intervening room within the *suite* is not used as an *exit access* for more than eight patient beds.
2. The arrangement of the *suite* allows for direct and constant visual supervision by nursing personnel.

**1014.2.3.1 Area.** *Suites* of sleeping rooms shall not exceed 5,000 square feet (465 m<sup>2</sup>).

**1014.2.3.2 Exit access.** Any patient sleeping room, or any *suite* that includes patient sleeping rooms, of more than 1,000 square feet (93 m<sup>2</sup>) shall have at least two *exit access* doors remotely located from each other.

**1014.2.3.3 Travel distance.** The travel distance between any point in a *suite* of sleeping rooms and an *exit access* door of that *suite* shall not exceed 100 feet (30 480 mm).

**1014.2.4 Suites in areas other than patient sleeping areas.** Areas other than patient sleeping areas in Group I-2 occupancies shall be permitted to be divided into *suites*.

**1014.2.4.1 Area.** *Suites* of rooms, other than patient sleeping rooms, shall not exceed 10,000 square feet (929 m<sup>2</sup>).

**1014.2.4.2 Exit access.** Any room or *suite* of rooms, other than patient sleeping rooms, of more than 2,500 square feet (232 m<sup>2</sup>) shall have at least two *exit access* doors remotely located from each other.

**1014.2.4.3 One intervening room.** For rooms other than patient sleeping rooms, *suites* of rooms are permitted to have one intervening room if the travel distance within

the *suite* to the *exit access* door is not greater than 100 feet (30 480 mm).

**1014.2.4.4 Two intervening rooms.** For rooms other than patient sleeping rooms located within a *suite*, *exit access* travel from within the *suite* shall be permitted through two intervening rooms where the travel distance to the *exit access* door is not greater than 50 feet (15 240 mm).

**1014.2.5 Exit access through suites.** *Exit access* from all other portions of a building not classified as a *suite* in a Group I-2 occupancy shall not pass through a *suite*.

**1014.2.6 Travel distance.** The travel distance between any point in a Group I-2 occupancy patient sleeping room and an *exit access* door in that room shall not exceed 50 feet.

**1014.2.7 Separation.** *Suites* in Group I-2 occupancies shall be separated from other portions of the building by a *smoke partition* complying with Section 711.

**1014.3 Common path of egress travel.** In occupancies other than Groups H-1, H-2 and H-3, the *common path of egress travel* shall not exceed 75 feet (22 860 mm). In Group H-1, H-2 and H-3 occupancies, the *common path of egress travel* shall not exceed 25 feet (7 620 mm). For *common path of egress travel* in Group A occupancies and assembly occupancies accessory to Group E occupancies having fixed seating, see Section 1028.8.

#### Exceptions:

1. The length of a *common path of egress travel* in Group B, F and S occupancies shall not be more than 100 feet (30 480 mm), provided that the building is equipped throughout with an *automatic sprinkler system* installed in accordance with Section 903.3.1.1.
2. Where a tenant space in Group B, S and U occupancies has an *occupant load* of not more than 30, the length of a *common path of egress travel* shall not be more than 100 feet (30 480 mm).
3. The length of a *common path of egress travel* in a Group I-3 occupancy shall not be more than 100 feet (30 480 mm).
4. The length of a *common path of egress travel* in a Group R-2 occupancy shall not be more than 125 feet (38 100 mm), provided that the building is protected throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2.

## SECTION 1015 EXIT AND EXIT ACCESS DOORWAYS

**1015.1 Exits or exit access doorways from spaces.** Two *exits* or *exit access doorways* from any space shall be provided where one of the following conditions exists:

**Exception:** Group I-2 occupancies shall comply with Section 1014.2.2 through 1014.2.7.



1. The *occupant load* of the space exceeds one of the values in Table 1015.1.

**Exception:** In Group R-2 and R-3 occupancies, one *means of egress* is permitted within and from individual dwelling units with a maximum *occupant load* of 20 where the dwelling unit is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2.

2. The *common path of egress travel* exceeds one of the limitations of Section 1014.3.
3. Where required by Section 1015.3, 1015.4, 1015.5, 1015.6 or 1015.6.1.

Where a building contains mixed occupancies, each individual occupancy shall comply with the applicable requirements for that occupancy. Where applicable, cumulative *occupant loads* from adjacent occupancies shall be considered in accordance with the provisions of Section 1004.1.

**TABLE 1015.1**  
**SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY**

OCCUPANCY	MAXIMUM OCCUPANT LOAD
A, B, E <sup>a</sup> , F, M, U	49
H-1, H-2, H-3	3
H-4, H-5, I-1, I-3, I-4, R	10
S	29

a. Day care maximum occupant load is 10.

**1015.1.1 Three or more exits or exit access doorways.** Three *exits* or *exit access doorways* shall be provided from any space with an *occupant load* of 501 to 1,000. Four *exits* or *exit access doorways* shall be provided from any space with an *occupant load* greater than 1,000.

**1015.2 Exit or exit access doorway arrangement.** Required *exits* shall be located in a manner that makes their availability obvious. *Exits* shall be unobstructed at all times. *Exit* and *exit access doorways* shall be arranged in accordance with Sections 1015.2.1 and 1015.2.2.

**1015.2.1 Two exits or exit access doorways.** Where two *exits* or *exit access doorways* are required from any portion of the *exit access*, the *exit doors* or *exit access doorways* shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the building or area to be served measured in a straight line between *exit doors* or *exit access doorways*. Interlocking or *scissor stairs* shall be counted as one *exit stairway*.

**Exceptions:**

1. Where *exit enclosures* are provided as a portion of the required *exit* and are interconnected by a 1-hour fire-resistance-rated *corridor* conforming to the requirements of Section 1018, the required *exit separation* shall be measured along the shortest direct line of travel within the *corridor*.
2. Where a building is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2, the separation distance

of the *exit doors* or *exit access doorways* shall not be less than one-third of the length of the maximum overall diagonal dimension of the area served.

**1015.2.2 Three or more exits or exit access doorways.** Where access to three or more *exits* is required, at least two *exit doors* or *exit access doorways* shall be arranged in accordance with the provisions of Section 1015.2.1.

**1015.3 Boiler, incinerator and furnace rooms.** Two *exit access doorways* are required in boiler, incinerator and furnace rooms where the area is over 500 square feet (46 m<sup>2</sup>) and any fuel-fired equipment exceeds 400,000 British thermal units (Btu) (422 000 KJ) input capacity. Where two *exit access doorways* are required, one is permitted to be a fixed ladder or an *alternating tread device*. *Exit access doorways* shall be separated by a horizontal distance equal to one-half the length of the maximum overall diagonal dimension of the room.

**1015.4 Refrigeration machinery rooms.** Machinery rooms larger than 1,000 square feet (93 m<sup>2</sup>) shall have not less than two *exits* or *exit access doors*. Where two *exit access doorways* are required, one such doorway is permitted to be served by a fixed ladder or an *alternating tread device*. *Exit access doorways* shall be separated by a horizontal distance equal to one-half the maximum horizontal dimension of room.

All portions of machinery rooms shall be within 150 feet (45 720 mm) of an *exit* or *exit access doorway*. An increase in travel distance is permitted in accordance with Section 1016.1.

Doors shall swing in the direction of egress travel, regardless of the *occupant load* served. Doors shall be tight fitting and self-closing.

**1015.5 Refrigerated rooms or spaces.** Rooms or spaces having a floor area larger than 1,000 square feet (93 m<sup>2</sup>), containing a refrigerant evaporator and maintained at a temperature below 68°F (20°C), shall have access to not less than two *exits* or *exit access doors*.

Travel distance shall be determined as specified in Section 1016.1, but all portions of a refrigerated room or space shall be within 150 feet (45 720 mm) of an *exit* or *exit access door* where such rooms are not protected by an *approved automatic sprinkler system*. Egress is allowed through adjoining refrigerated rooms or spaces.

**Exception:** Where using refrigerants in quantities limited to the amounts based on the volume set forth in the *International Mechanical Code*.

**1015.6 Stage means of egress.** Where two *means of egress* are required, based on the stage size or *occupant load*, one *means of egress* shall be provided on each side of the stage.

**1015.6.1 Gallery, gridiron and catwalk means of egress.** The *means of egress* from lighting and access catwalks, galleries and *gridirons* shall meet the requirements for occupancies in Group F-2.

**Exceptions:**

1. A minimum width of 22 inches (559 mm) is permitted for lighting and access catwalks.
2. *Spiral stairs* are permitted in the *means of egress*.

Swim pools

**P/C AGENDA MAILINGS**  
"AFFECTED ENTITIES"  
Updated 5/24/12

UDOT - REGION 2  
ATTN: MARK VELASQUEZ  
2010 S 2760 W  
SLC UT 84104

UTAH TRANSIT AUTHORITY  
ATTN: PLANNING DEPT  
PO BOX 30810  
SLC UT 84130-0810

TAYLORSVILLE CITY  
PLANNING & ZONING DEPT  
2600 W TAYLORSVILLE BLVD  
TAYLORSVILLE UT 84118

WEST JORDAN CITY  
PLANNING DIVISION  
8000 S 1700 W  
WEST JORDAN UT 84088

CHAMBER OF COMMERCE  
ATTN: SCOTT BAKER  
5250 S COMMERCE DR #180  
MURRAY UT 84107

MURRAY SCHOOL DIST  
ATTN: PAT O'HARA  
147 E 5065 S  
MURRAY UT 84107

MIDVALE CITY  
PLANNING DEPT  
655 W CENTER ST  
MIDVALE UT 84047

SALT LAKE COUNTY  
PLANNING DEPT  
2001 S STATE ST  
SLC UT 84190

GRANITE SCHOOL DIST  
ATTN: KIETH BRADSHAW  
2500 S STATE ST  
SALT LAKE CITY UT 84115

UTAH POWER & LIGHT  
ATTN: KIM FELICE  
12840 PONY EXPRESS ROAD  
DRAPER UT 84020

QUESTAR GAS  
ATTN: KIM BLAIR  
P O BOX 45360  
SLC UT 84145-0360

COTTONWOOD IMPRVMT  
ATTN: LONN RASMUSSEN  
8620 S HIGHLAND DR  
SANDY UT 84093

JORDAN VALLEY WATER  
ATTN: LORI FOX  
8215 S 1300 W  
WEST JORDAN UT 84088

CENTRAL UTAH WATER DIST  
355 W UNIVERSITY PARKWAY  
OREM UT 84058

HOLLADAY CITY  
PLANNING DEPT  
4580 S 2300 E  
HOLLADAY UT 84117

COTTONWOOD HEIGHTS CITY  
ATTN: PLANNING & ZONING  
1265 E FT UNION BLVD #250  
CTNWD HEIGHTS UT 84047

SANDY CITY  
PLANNING & ZONING  
10000 CENTENNIAL PRKWY  
SANDY UT 84070

UTOPIA  
Attn: TOM MARRIOTT  
2175 S REDWOOD RD  
WEST VALLEY CITY UT 84119

UTOPIA  
Attn: JARED PANTIER  
2175 S REDWOOD RD  
WEST VALLEY UT 84119

**GENERAL PLAN MAILINGS:**  
(in addition to above)

UTAH AGRC  
STATE OFFICE BLDG #5130  
SLC UT 84114

WASATCH FRONT REG CNCL  
PLANNING DEPT  
295 N JIMMY DOOLITTLE RD  
SLC UT 84116

FILE COPY



W.  
4005  
WEST VALLEY CITY, UTAH 84170  
FED.TAX I.D.# 87-0217663

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www.slttrib.com

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SALT LAKE CITY, UTAH 84101

Deseret News  
www.deseretnews.com

PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER	DATE
MURRAY CITY RECORDER,  5025 S STATE, ROOM 113  MURRAY, UT 84107	9001341938	10/8/2012

FILE COPY

ordinance  
change  
swim  
pools

ACCOUNT NAME			
MURRAY CITY RECORDER,			
TELEPHONE		ADORDER# / INVOICE NUMBER	
8012642660		0000827552 /	
SCHEDULE			
Start 10/07/2012		End 10/07/2012	
CUST. REF. NO.			
Swim Pools			
CAPTION			
MURRAY CITY CORPORATION NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN			
SIZE			
25 Lines		1.00 COLUMN	
TIMES		RATE	
4			
MISC. CHARGES		AD CHARGES	
TOTAL COST			
47.00			

MURRAY CITY CORPORATION  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 18th day of October, 2012, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Planning Commission will hold and conduct a Public Hearing for the purpose of receiving public comment on a Land Use Ordinance text amendment to Section 17.76.160 regarding Secondary Gates for Swimming Pools.

MURRAY CITY CORPORATION  
Chad Wilkinson, Manager  
Community & Economic Development  
827552 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba MEDIAONE OF UTAH LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF MURRAY CITY CORPORATION NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that on the 18th day of October, 2012, at the hour of 6:30 p.m. of said day in the Coun FOR MURRAY CITY RECORDER, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba MEDIAONE OF UTAH, AGENT FOR THE SALT LAKE TRIBUNE AND DESERET NEWS, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINATELY.

PUBLISHED ON Start 10/07/2012 End 10/07/2012

SIGNATURE

*Chad Wilkinson*

DATE

10/8/2012

VIRGINIA CRAFT  
Notary Public, State of Utah  
Commission # 581489  
My Commission Expires  
January 12, 2014

*Virginia Craft*

THIS IS NOT A STATEMENT BUT A "PROOF OF PUBLICATION"  
PLEASE PAY FROM BILLING STATEMENT

# New Business 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 RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION SERVICE AGREEMENT BETWEEN THE SALT LAKE COUNTY ON BEHALF OF THE SALT LAKE VALLEY HEALTH DEPARTMENT ("SLVHD") AND MURRAY CITY (the "CITY") ON BEHALF OF ITS POLICE DEPARTMENT TO PROVIDE SAFETY AND SECURITY TO LIMITED HEALTH SERVICES AT CERTAIN ESTABLISHED POINTS OF DISTRIBUTION ("PODs") IN THE EVENT OF A PUBLIC HEALTH EMERGENCY

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) \_\_\_\_\_

3. **WHEN REQUESTED:** (Explain when action on this proposal is needed by and why)

November 13<sup>th</sup> 2012

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

See attached

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

Proposed Resolution and Memo, Interlocal Cooperation Agreement between Salt Lake County and Murray City, etc.

6. **REQUESTOR:**

Name: Peter A. Fondaco

Title: Chief

Presenter: Pete A. Fondaco

Title: Chief of Police

Agency: Murray City Police Dept.

Phone: 264-2605

Date: October 31<sup>st</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: Peter A. Fondaco

Date: October 31<sup>st</sup> 2012

Mayor: 

Date: October 31<sup>st</sup> 2012

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

Number of pages \_\_\_\_\_

Number of copies submitted \_\_\_\_\_

Received by: \_\_\_\_\_

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

Time: \_\_\_\_\_


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

9. **NOTES:**



## MEMORANDUM

TO: Pete Fondaco, Police Chief

FROM: Frank Nakamura, City Attorney 

DATE: October 9, 2012

RE: Interlocal Cooperation Agreement with Salt Lake County

---

Attached is the Interlocal Cooperation Agreement between the City and Salt Lake County, on behalf of the Salt Lake Valley Health Department, concerning the safety and security of certain established Points of Distribution in the event of a public health emergency.

Our office has prepared the resolution, it is attached, authorizing the execution of this Agreement.

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

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION SERVICE AGREEMENT BETWEEN SALT LAKE COUNTY ON BEHALF OF SALT LAKE VALLEY HEALTH DEPARTMENT ("SLVHD") AND MURRAY CITY (the "CITY") ON BEHALF OF ITS POLICE DEPARTMENT TO PROVIDE SAFETY AND SECURITY TO LIMITED HEALTH SERVICES AT CERTAIN ESTABLISHED POINTS OF DISTRIBUTION ("PODs") IN THE EVENT OF A PUBLIC HEALTH EMERGENCY

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, Salt Lake Valley Health Department (SLVHD) has established selected public schools within Salt lake County as Points of Distribution (PODs) in the event of a public health emergency and is desirous to ensure the physical safety and security of its established PODs in the event of a public health emergency and to comply with all necessary Federal and State regulations concerning PODs; and

WHEREAS, the City, through its police department, is willing to assist SLVHD in developing a safety plan and to participate in training exercises for its established PODs, and is also willing to provide physical security for the PODs in the event of a public health emergency; and

WHEREAS, the Salt Lake County and the City are public agencies and it is beneficial for the City, Salt Lake County and their respective citizens that the parties cooperate in coordinating security and safety for the SLVHD's established PODs.

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

1. It does hereby approve an Interlocal Cooperation Service Agreement between the City and Salt Lake County to develop a safety plan and to participate in training exercises for its established PODs, in a form substantially the same as that attached hereto; and

2. The Interlocal Cooperation Agreement is in the best interest of the City; and



3. Mayor Daniel C. Snarr is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.

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

MURRAY CITY MUNICIPAL COUNCIL

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

ATTEST:

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

---

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

MURRAY CITY

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, on behalf of SALT LAKE VALLEY HEALTH DEPARTMENT ("SLVHD"), and MURRAY CITY, a Utah municipal corporation, on behalf of its Police Department (the "CITY"). SLVHD and CITY may collectively be referred to as the "Parties".

RECITALS

WHEREAS, SLVHD has entered into various agreements with Federal, State, and Local governmental entities to provide mass prophylaxis and other limited health services at certain established Points of Distribution (PODs) in the event of a public health emergency; and

WHEREAS, SLVHD has established selected public schools within Salt Lake County as PODs in the event of a public health emergency; and

WHEREAS, SLVHD is desirous to ensure the physical safety and security of its established PODs in the event of a public health emergency, and to comply with all necessary Federal and State regulations concerning the PODs; and

WHEREAS, the CITY, through its police department, is willing to assist SLVHD in developing a safety plan and to participate training exercises for its established PODs, and is also

willing to provide physical security for PODs in the event of a public health emergency; and

WHEREAS, Utah Code Ann. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the SLVHD and the CITY are “public agencies” as contemplated in Utah Code Ann. § 11-13-101, *et seq.* - Interlocal Cooperation Act; and

WHEREAS, it is beneficial for the CITY, the SLVHD, and their respective citizens that the Parties cooperate in coordinating security and safety for SLVHD’s established PODs;

NOW, THEREFORE, in consideration of the mutual promises contained within this Agreement, the Parties mutually agree as follows:

#### AGREEMENT

##### I. Scope of Services and Consideration

- a. In the event of a public health emergency requiring the mobilization of SLVHD’s established PODs, the CITY, through its Police Department, agrees to provide physical security and safety to one or more PODs as described in the attached “Scope of Work,” which is hereby incorporated by reference as “Exhibit 1.”
- b. CITY, through its Police Department, agrees to cooperate with SLVHD in conducting certain training exercises as mutually agreed upon and as needed.
- c. CITY, through its Police Department, agrees to develop and complete a site plan for each POD location described in Exhibit 1. In consideration for each completed site plan as called for in Exhibit 1, SLVHD shall provide to the CITY up to **two thousand dollars (\$2,000.00)**. SLVHD also agrees to reimburse CITY for costs related to the implementation of this Agreement in an amount not to exceed **one thousand, five hundred dollars (\$1,500.00)** for each POD location described in

Exhibit 1. In no event, shall the total amount of consideration provided by SLVHD to CITY under this Agreement exceed **ten thousand, five hundred dollars (\$10,500.00)**.

## II. Term and Termination

The term of this Agreement shall commence on date of execution, and shall continue until March 31, 2017. This Agreement may be renewed for additional one year periods at the option of the SLVHD under the same terms and conditions unless modified by Amendment. Pursuant to the Interlocal Cooperation Act, in no event shall this Agreement be renewed beyond March 31, 2062.

SLVHD reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever SLVHD determines, in its sole discretion that it is in the SLVHD's interest to do so. If SLVHD elects to exercise this right, SLVHD shall provide written notice to CITY at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, CITY shall be paid for all services up to the date of termination. CITY agrees that the SLVHD's termination for convenience will not be deemed a termination for default nor will it entitle CITY to any rights or remedies provided by law or this Agreement for breach of contract by the SLVHD or any other claim or cause of action.

## III. Non-Funding Clause

SLVHD intends to request the appropriation of funds to be paid for the services provided by CITY under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, SLVHD's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on SLVHD as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which

funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of CITY, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

#### IV. No Agency

No agent, employee or servant of CITY or SLVHD is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. CITY and SLVHD shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Each Party shall be solely responsible for providing workers' compensation benefits for its own personnel who provide assistance under this agreement.

#### V. Severability

If any terms of or provision of the Agreement shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

#### VI. Liability and Indemnification.

Both parties are governmental entities under the Governmental Immunity Act of Utah, (the

“Act”), Utah Code Ann. § 63(G)-7-101, *et. seq.* Therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

#### VII. Assignment and Delegation

Neither party shall assign any right nor delegate any duty under this Agreement without the express written and signed consent of the other Party.

#### VIII. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the parties.

#### IX. Governing Law

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the Ordinances of Murray City, both as to interpretation and performance.

#### X. Interlocal Cooperation Act Requirements

In satisfaction of the requirements of the Interlocal Cooperation Act (the “ICA”), Utah Code Ann. §11-13-202, *et. seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5 of the ICA;

- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to §11-13-202.5 of the ICA;
- c. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each party, pursuant to §11-13-209 of the ICA;
- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs;
- e. No separate legal entity is created by the terms of this Agreement; and
- f. The Director of the Salt Lake Valley Health Department and Murray City's Chief of Police are designated as the joint administrators of this Agreement for all purposes of the ICA, pursuant to §11-13-207(1) of the ICA.

XI. Counterparts

This Agreement may be executed in counterparts by the CITY and the SLVHC.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties execute this Agreement on this \_\_\_\_\_, day of \_\_\_\_\_, 2012.

SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor or Designee,

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By Mitchell P. Lee  
Deputy District Attorney  
Date August 27, 2012

Departmental Approval  
[Signature]  
Salt Lake Valley Health Department [Initials]

Murray City

By: \_\_\_\_\_

Mayor Daniel Snarr  
5025 South State St.  
Murray, Utah 84107



EXHIBIT 1  
Scope of Work

<b>"Murray High " POD</b>	
<b>Location that will dispense prophylaxis and/or provide immunizations</b>	
MIPS Identity	The pre-identified MIPS County
County	Salt Lake County
City	Murray City
Physical Address	

<b>Security Support Agencies &amp; Contacts</b>
---

Agency:	
General Phone:	
Contact Name:	
Contact Title:	
Work Phone:	
Cell Phone:	
Other:	
Email:	

Agency:	
General Phone:	
Backup Contact Name:	
Contact Title:	
Work Phone:	
Cell Phone:	
Other:	
Email:	

<b>Security &amp; Vulnerability Assessments</b>
---

**Strengths**

Determine what potential security assets exist in/around the facility. Look for and identify as many unique site-specific factors as possible. What additional assets and resources may be needed? Where can they be obtained?

Security Assets	Exist onsite? Y/N	Needed onsite? Y/N	Where to obtain if not onsite but needed? (include agency, contact and info)
-----------------	-------------------	--------------------	--

**"Murray High " POD****Location that will dispense prophylaxis and/or provide immunizations**

MIPS Identity

The pre-identified MIPS County

Sources of cover and/or  
concealment from firearms  
or explosives and related  
secondary fragmentation:Existence of perimeter  
access controls:Closed circuit television  
surveillance:

Mirrors:

Adequate area lighting:

Timers:

Fences:

Gates:

Reinforced  
doors/windows:

Locks:

Alarms:

Signage:

Auxiliary power, etc.:

Additional:

Additional:

Additional:

Additional:

Additional:

"Murray High " POD

**Location that will dispense prophylaxis and/or provide immunizations**

MIPS Identity

The pre-identified MIPS County

## Weaknesses

Determine what potential threat areas exist in/around the facility. Look for and identify as many unique site-specific factors as possible. What can be done to mitigate these hazards?

[illegible]

**"Murray High " POD****Location that will dispense prophylaxis and/or provide immunizations**

MIPS Identity	The pre-identified MIPS County
---------------	--------------------------------

Will additional equipment be necessary (i.e., physical barriers, lighting, etc.)? If so, where? Identify items and source. Attach written agreement to provide and **diagram**.

Y or N

Equipment	Source Agency	Contact	Location

**Security sweeps**

Security sweep to be conducted upon early activation of building or just prior to arrival of SNS assets? If Y, include description of sweep(s) below.

Y or N

INTERIOR SWEEP	Type in description for Interior Sweep here
EXTERIOR SWEEP	Type in description for Exterior Sweep here

**Evacuation**

In the event of fire, industrial accident, bomb threat, hostile attack, or any other unforeseen event that compromises the safety and security of facility occupants, it may become necessary to evacuate the site. Describe security protocols to ensure the safe and efficient evacuation of the site and **attach diagram** indicating assembly areas.

Security Protocols	Type in description for Interior Sweep here
Notification Method	I.e. bullhorn, intercom, radios
Code word or signal	ie. Code Red; or loud continuous beep etc.
Assembly Location	West Parking lot etc.

**Shelter-in-Place**

In the event of tornado, outdoor active shooter, or any other external threat that compromises the safety and security of facility occupants, in may become necessary to "shelter-in-place." Describe the security protocols that have been established for such an event and attach diagram designating assembly areas.

Security Protocols	Type in description for Interior Sweep here
Notification Method	I.e. bullhorn, intercom, radios
Code word or signal	ie. Code Black; or loud intermittent beeps etc.
Assembly Location	Inner hallway etc

**Resuming Operations**

What mechanism is in place to safely resume site operations within the facility? How will an orderly return to stations be orchestrated while maintaining the secure integrity of perimeter and access points? Describe security protocols for resumption of activity.

Type in procedures here.

**"Murray High " POD****Location that will dispense prophylaxis and/or provide immunizations**

MIPS Identity

The pre-identified MIPS County

**Security Command Center & Communications**

Is a security command center established onsite? If Y, describe location and capacities. Y or N

Type in command center location and capacities here.

Radios provided to ensure communication between law enforcement agencies &amp; public health onsite?

Y or N

Radio Type	Frequency	Channels	Responsible Party

**Staffing Levels and Shifts**What level of manpower will be needed to secure an outer perimeter, while maintaining visual contact with one another around the circumference of the site facility? **Attach posting diagram.**

Outdoor Staff	Number of Relief	Number of Shifts*	Total
			0

What level of manpower will be needed to secure the interior of the site, key access points, and maintain physical control of the crowd? Disturbances must be handled without compromising the integrity of the inner perimeter and access points. **Attach posting diagram.**

Indoor Staff	Number of Relief	Number of Shifts*	Total
			0

\*If number of shifts is equal to 2 then shifts are 12 hours; if 3 shifts noted then they are 8 hours

Will specialized units be utilized (i.e., K-9, bomb squad, tactical teams, etc.)? If so, list unit and exercise/event assignments.

Y or N

Unit	Assignment(s)

**Access Control & Badging**

Staging Areas

**"Murray High " POD****Location that will dispense prophylaxis and/or provide immunizations**

MIPS Identity

The pre-identified MIPS County

Are staging areas identified for exercise/event personnel and vehicles? If so, describe and **attach diagram**.

Y or N

Personnel Staging

Security Personnel (if different from above)

General Staff Vehicles

Security Vehicles

EMS Vehicles

Patient Vehicles

Traffic flow

Written plans for incoming and outgoing vehicular traffic? If so, describe and **attach diagram**.

Y or N

Type in traffic flow directions here. Include (if different) incoming and outgoing for: general patient; security; staffing & delivery vehicles.

Has proper identification for various workers been determined? If so, describe verification procedure and attach color copies of acceptable credentials.

Y or N

Type in verification procedures here (I.e. two forms of ID will be checked before issuance of a site specific ID

Are plans in place to provide Just-in-Time training for law enforcement/site security on badging?

Y or N

Type in JITT directions here. (I.e. - Copies of acceptable badges will be provided to onsite security at the beginning of each event and if badges change, prior to each shift.)

Has proper identification of workers' vehicles been determined? If so, describe incoming/outgoing plans for vehicular traffic control and verification procedures. **Attach color copies of acceptable vehicle credentials.**

Y or N

Type in verification procedures here

Crowd Control

**"Murray High " POD**

**Location that will dispense prophylaxis and/or provide immunizations**

MIPS Identity

The pre-identified MIPS County

What measures will be taken for crowd control including the removal, isolation, and/or containment of disruptive persons, detention locations, possible transportation and/or custodial needs.

Type in crowd control procedures here.





Salt Lake Valley Health Department

Division of Administrative Services

Brian W. Bennion, M.P.A. • Deputy Director

September 26, 2012

Mayor Daniel Snarr  
5025 South State St.  
Murray, Utah 84107

**Re:** Point of Distribution – Murray City

Dear Mayor Johnson:

Enclosed is your partially executed originals of the above referenced contract amendment. Please sign where indicated and return both originals to me. I will then finish the signature process through our Mayors office and then send one fully executed contract to you.

If you have any questions, please contact Jim Thuet at 385-468-4123.

Thank you.

Sincerely,

Michelle Hicks  
Office Coordinator  
Office of the Deputy Director  
Salt Lake Valley Health Department

Enclosure: 2

Salt Lake Valley Health Department  
Division of Administrative Services  
c/o Michelle Hicks  
2001 South State St., S2500  
PO Box 144575  
Salt Lake City, Utah 84114-4575



# New Business 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)

A Resolution authorizing the execution of an Interlocal Cooperation Service Agreement between the Utah communications Agency Network (UCAN) and Murray City for the City to use communication services provided by UCAN

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

☒ Council Meeting OR ☐ Committee of the Whole

Date requested Nov. 13<sup>th</sup> 2012

☐ 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.)

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

Resolution, Resolution R9722, Service Contract and Memo

**6. REQUESTOR:**

Name: Pete Fondaco

Title: Police Chief

Presenter: Pete Fondaco

Title: Police Chief

Agency: Murray City Police Department

Phone: 801-264-2605

Date: October 31<sup>st</sup> 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: Pete Fondaco

Date: 10/31/12

Mayor: Daniel C. Jones

Date: 10/31/12

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

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

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

**9. NOTES:**

# MEMORANDUM

TO: Mayor Dan Snarr  
Murray City Council Members  
FROM: Police Chief Peter A. Fondaco  
DATE: October 31, 2012  
RE: Authorizing of a Resolution between Murray City and Utah Communications Agency Network (U-CAN) RADIO SYSTEM NETWORK

Would you please authorize A Resolution authorizing the execution of an Inter-local Cooperation Service Agreement between the Utah Communications Agency Network (UCan) and Murray City for the City to use the communication services provided by UCan.

Please allow us time on the November 13, 2012 Agenda.

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

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION SERVICE AGREEMENT BETWEEN THE UTAH COMMUNICATIONS AGENCY NETWORK (UCAN) AND MURRAY CITY FOR THE CITY TO USE COMMUNICATION SERVICES PROVIDED BY UCAN.

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 Utah Legislature has in accordance with Title 63C, Chapter 7, Utah Code Annotated 1953, as amended (the "Act"), authorized the establishment and creation of a State agency to be known as the Utah Communications Agency Network ("UCAN") to provide public safety communications services and facilities on a regional or statewide basis for the benefit and use of public agencies and State and federal agencies; and

WHEREAS, the City adopted Resolution R9722 on June 10, 1997 agreeing to participate as a member of UCAN and appointing representatives to the UCAN Board, the governing body of UCAN (the "Board"), R9722 attached hereto; and

WHEREAS, an updated Agreement is required by the Parties to facilitate the purposes of the interlocal agreement; and

WHEREAS, a Service Agreement has been prepared to accomplish such purpose;

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

1. It does hereby approve an Interlocal Cooperation Service Agreement between the City and UCAN for public safety communication services, in a form substantially the same as that attached hereto; and
2. The Interlocal Cooperation Agreement is in the best interest of the City; and
3. Mayor Daniel C. Snarr is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.

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

MURRAY CITY MUNICIPAL COUNCIL

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

MURRAY CITY MUNICIPAL COUNCIL

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

ATTEST:

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

RESOLUTION NO. R 9722

A RESOLUTION OF THE MURRAY CITY MUNICIPAL COUNCIL OF MURRAY CITY, UTAH ("MEMBER") AGREEING TO PARTICIPATE AS A MEMBER OF THE UTAH COMMUNICATIONS AGENCY NETWORK ("UCAN"); APPOINTING A REPRESENTATIVE AND ALTERNATE TO REPRESENT THE MEMBER IN THE UTAH COMMUNICATIONS NETWORK BOARD; AND RELATED MATTERS.

BE IT KNOWN AND REMEMBERED that the Murray City Municipal Council finds and determines as follows:

WHEREAS, the Utah State Legislature has pursuant to Title 63C, Chapter 7, Utah Code Annotated 1953, as amended (the "Act"), authorized the establishment and creation of a State agency to be known as the Utah Communications Agency Network ("UCAN") to provide public safety communications services and facilities on a regional or statewide basis for the benefit and use of public agencies and State and federal agencies; and

WHEREAS, Murray City Corporation is a public agency as defined in the Act and thereby is entitled to become a participating member of UCAN; and

WHEREAS, the Member desires to become a Member of UCAN by adopting this resolution and appointing a representative ("Representative") and participant member of the Utah Communications Agency Network Board, the governing body of UCAN (the "Board");

NOW, THEREFORE, BE IT RESOLVED BY THE MURRAY CITY MUNICIPAL COUNCIL AS FOLLOWS:

Section 1. The Member hereby agrees to become a member of UCAN and to evidence the same, hereby approves this resolution. The appropriate officers of the Member are hereby authorized and directed to deliver to the UCAN office an original executed copy of this resolution which shall constitute conclusive evidence of the Member's agreement to become a member of UCAN.

Section 2. The Member hereby appoints Ken Killian, Chief of Police, as its Representative and participating member of the Board of UCAN, and Paul Forbes,

Assistant Chief of Police, as an alternate Representative to act on behalf of the Member in the Representative's absence.

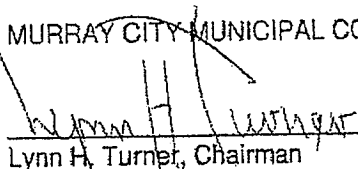
Section 3. All orders, ordinances and resolutions with respect to this transaction heretofore adopted, or parts thereof, which are in conflict with any of the provisions hereof are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 4. If any provision of this resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative or unenforceable to any extent whatever, this resolution and the provisions of this resolution being deemed to be the separate independent and severable act of the governing body of the Member.

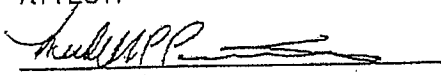
Section 5. Immediately after its adoption, this resolution shall be signed by the appropriate officers of the Member, shall be recorded in the official records of the Member and shall take immediate effect.

PASSED AND APPROVED by the Murray City Municipal Council, this 10<sup>th</sup> day of June, 1997.

MURRAY CITY MUNICIPAL COUNCIL

  
Lynn H. Turner, Chairman

ATTEST:

  
Ludell P. Pierson  
City Recorder



## UTAH COMMUNICATIONS AGENCY NETWORK SERVICE CONTRACT

This Service Contract ("Contract") is dated \_\_\_\_\_, 20\_\_ (the "Effective Date"), and entered into by and between the UTAH COMMUNICATIONS AGENCY NETWORK ("UCAN"), an independent state agency, and MURRAY CITY CORPORATION, a political subdivision of the State of Utah (the "Subscriber").

WHEREAS, UCAN is authorized to own, construct, operate, maintain and repair a regional or statewide public safety governmental communications network and related facilities located in the State of Utah on behalf of the Subscriber and all other Users, as defined below; and

WHEREAS, the purpose of this Contract is to provide the terms and conditions under which the Subscriber will receive services from UCAN.

NOW, THEREFORE, to accomplish the purposes of the Act, as defined below, and in consideration of the benefits to be received, UCAN and Subscriber agree as follows:

### Section 1. Definitions.

- a. "Act" means the Utah Communications Agency Network Act, Title 63C, Chapter 7, of the Utah Code.
- b. "Board" means the UCAN Board established by the Act.
- c. "Communications Network" means the radio communications network for public safety including, but not limited to, sites, towers, repeaters, connectivity, and other related equipment.
- d. "Executive Committee" means the UCAN administrative body established by the Act.
- e. "FCC" means the Federal Communications Commission.
- f. "Force Majeure" means any cause or event that is beyond a party's reasonable control such as, without limitation, acts of God, hurricanes, earthquakes, fires, floods, restraints of any kind, strikes or other labor disturbances, riots, epidemics, explosions, breakage to machinery or transmission lines, or acts of a public enemy, a governmental entity, or another party.
- g. "Party" shall mean UCAN or the Subscriber individually, and together, the "Parties."
- h. "Service Period" means each period beginning on the first day of each month and ending on the last day of each month during which the Subscriber receives services furnished by UCAN.
- i. "Service Rates" shall mean the rates set forth in the attached Schedule "A" and such rates are to be paid monthly by the Subscriber to UCAN for each Unit of Service provided to the Subscriber.
- j. "Subscriber Representative" means the person designated in writing by the Subscriber's chief executive officer or duly authorized officer to act on behalf of the Subscriber for the purpose of resolving any disputes in connection with this Contract. The Subscriber Representative may be an officer or employee of the Subscriber.

k. "Unit of Service" means the type and quantity of service to be provided by UCAN to the Subscriber for each transceiver that either sends or receives radio signals through the Communications Network.

l. "Users" shall mean those local, state, and federal agencies, and other agencies, authorized by UCAN to use the Communications Network, and those other companies which have been conferred certain rights to use the Communications Network.

Section 2. Representations and Warranties of UCAN. UCAN represents and warrants to the Subscriber that:

a. UCAN is authorized, under the Act, to enter into the transactions contemplated by this Contract and to perform its obligations under the Contract. UCAN has duly authorized and approved the execution and delivery of this Contract.

b. UCAN shall provide the Subscriber with access to the Communications Network during the Term of the Contract, as defined below. Except with respect to portions of the Communications Network that may be leased by UCAN, the Parties agree that UCAN shall retain all rights, title and interest in the Communications Network.

c. UCAN agrees to insure the Communications Network against loss or damage of the kinds usually insured against by public bodies similarly situated, including policies of casualty and property damage insurance, by means of the State Risk Management Fund.

d. UCAN shall operate and maintain the Communications Network in accordance with all current federal, state, and local laws and regulations, including applicable FCC rules and regulations, and other governmental authorities having jurisdiction over the Communications Network.

Section 3. Representations and Warranties of the Subscriber. The Subscriber represents and warrants to UCAN that:

a. The Subscriber has obtained all authorizations, consents, and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Contract and the performance by the Subscriber of its obligations under the Contract. The Subscriber has duly authorized and approved the execution and delivery of this Contract.

b. There are no actions, suits, or proceedings pending before any court or administrative agency, or threatened to the best knowledge of the Subscriber, which may adversely affect the ability of the Subscriber to perform its obligations under this Contract.

c. The Subscriber shall pay in full each monthly billing statement for services rendered in conformity with the requirements set forth in this Contract.

d. During the Term, the Subscriber shall comply with all current federal, state, and local laws and regulations, including applicable FCC rules and regulations, and other governmental authorities having jurisdiction over the Communications Network.

Section 4.      Access to the Communications Network.

a.      Number of Transceivers. The Subscriber shall be entitled to receive service from UCAN which includes access to the Communications Network for all of the transceivers to be used by the Subscriber.

b.      Standard Operating Procedures. The Subscriber shall operate and maintain equipment and use the Communications Network in compliance with the Standard Operating Procedures established by the Executive Committee, which may be amended from time to time and provided in writing to the Subscriber. The Subscriber may request and UCAN will provide training and consultation regarding use of the Communications Network.

c.      Suspension or Termination of Use. The Subscriber's use of the Communications Network may be suspended or terminated by the Executive Committee at its discretion for events set forth in Section 9.

Section 5.      Services.

a.      Basic Service. Basic service is comprised of access to the Communications Network as provided in Section 4.

b.      Additional Services. UCAN may provide certain additional services to the Subscriber, such as radio programming or template development. The fees for additional services will be charged at current published rates.

c.      Force Majeure. If UCAN is unable to perform its obligations under this Contract by reason of Force Majeure, UCAN shall promptly notify the Subscriber in writing. The obligations of UCAN shall be suspended during the continuance of the inability and UCAN shall endeavor to remove such inability within a reasonable period of time under the circumstances.

Section 6.      Billing Procedures.

a.      Service Rates. Service Rates have been established by the Executive Committee taking into consideration the costs of acquisition, construction, operation, and maintenance of the Communications Network. Any adjustments to the Service Rates will be presented to the Board for ratification and approval at its annual budget meeting. Billing for each Subscriber unit will commence at the time UCAN assigns the radio a system ID, and will terminate when the radio ID is turned off.

b.      Notification of Charges. On a monthly basis, UCAN shall send a billing statement notifying the Subscriber of the charges to be paid for the immediately preceding Service Period, and the charges shall be due and payable within thirty (30) days. In the event the Service Rates billed to the Subscriber in a given month are under or over the appropriate charges, the amount shall be added to, or applied as a credit to, the charges billed in the following month.

Section 7.      Notices. All notices, requests, demands and other communications required by this Contract shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered or three business days after mailing if mailed by first class mail, postage prepaid and addressed to the Party at its address in this Section or at such address as any Party may designate in writing with notice pursuant to this Section. At the time of execution of this Contract, the addresses of the Parties are as follows:

UCAN: Utah Communications Agency Network  
Attention: Steven H. Proctor  
5360 S. Ridge Village Drive  
Salt Lake City, Utah 84118  
801-840-4200 - Telephone Number  
801-840-4242 - Facsimile Number

Subscriber: Murray City Corporation  
Attention: City Recorder's Office  
5025 South State Street  
Murray, Utah 84107  
801-264-2663 - Telephone Number  
801-264-2618 - Facsimile Number  
jkennedy@murray.utah.gov - Email Address

Section 8. Term. This Contract begins on the Effective Date and will remain in effect for an initial term of one (1) year (the "Initial Term"), unless terminated earlier as provided in this Contract, and the Contract shall thereafter automatically renew for successive one (1) year periods (each a "Renewal Term") for so long as UCAN is providing services to the Subscriber, unless either Party gives the other sixty (60) days written notice of its intent not to renew. The Initial Term and any Renewal Terms are collectively referred to as the "Term."

Section 9. Termination. This Contract may be terminated by UCAN pursuant to this Section in the event that: (a) the Subscriber fails to pay the Service Rates as required under the terms of this Contract; (b) the Subscriber violates UCAN's Standard Operating Procedures or current applicable laws, or (c) other just cause, which for purposes of this Section, shall mean a fair and honest cause or reason, regulated by good faith on the part of UCAN, and based upon facts that are supported by substantial evidence and reasonably believed by the Executive Committee to be true. Termination may occur after the Executive Committee gives the Subscriber notice that details the violation or cause in a manner sufficient to permit its cure, and after the Subscriber fails to cure such violation or cause within sixty (60) days, unless such violation or cause is not reasonably curable within such period, in which case the Executive Committee shall not suspend or terminate services to the Subscriber so long as the Subscriber has commenced a cure within such period and diligently pursues such cure to completion. In addition to any other grounds for termination provided for herein or by law, this Contract may be terminated by the mutual written consent of UCAN and the Subscriber. Upon receipt by UCAN of written notice from the Subscriber to the effect that the Subscriber intends to discontinue receipt of all services, UCAN shall remove the Subscriber's transceivers from the Communications Network and termination of this Contract shall be effective at the end of the then current Term, or as mutually agreed in writing by the Parties.

Section 10. Indemnification. Each Party agrees to indemnify, defend, and hold harmless the other Party from and against any and all liability, losses, damages, claims or expenses, including reasonable attorneys' fees and court costs, caused by, arising out of, or resulting from the negligence or intentional misconduct of the indemnifying Party.

Section 11. Limitation of Liability. In no event shall either Party be liable to the other Party for incidental, special, indirect, punitive, or consequential damages.

Section 12. Dispute Resolution. If a dispute or controversy arises between the Parties out of or in connection with this Contract, the Parties are obligated to participate in the following dispute resolution efforts: (a) Internal Mediation, (b) Outside Mediation, and (c) Arbitration. Pending the

resolution of any such matter, both Parties shall continue to perform under this Contract to the extent possible. Neither Party will institute any action at law or in equity against the other Party in any court concerning any dispute or controversy that is or could be subject to resolution under this Section.

a. Internal Mediation. The dispute or controversy shall initially be referred to UCAN's Executive Director and the Subscriber Representative. If they cannot reach a mutual agreement within fifteen (15) days following the referral, then the matter shall be referred to UCAN's Executive Committee and the Subscriber's chief executive officer. If a mutual agreement cannot be reached within fifteen (15) days following the referral, or within such other period as mutually agreed upon by the Parties, the Parties shall proceed to the next stage of the dispute resolution process.

b. Outside Mediation. Within fifteen (15) days following the conclusion of the Internal Mediation proceedings, either Party may, upon written notice to the other Party, elect to use Outside Mediation. Outside Mediation is a non-binding resolution procedure whereby each Party presents its case at a hearing before a panel consisting of a senior executive of each of the Parties and a mutually acceptable independent mediator. Each Party shall bear its own costs of mediation, except that the Parties will equally share the costs of the mediator and the related costs of the hearing. The Parties shall choose the mediator within twenty (20) days after service of the notice of mediation. Within (20) days after the Parties have chosen a mediator, the hearing will occur. Each Party may be represented at the hearing by attorneys. If a mutual agreement cannot be reached within fifteen (15) days after the conclusion of the Outside Mediation proceedings, or within such other period mutually agreed upon by the Parties, the Parties shall proceed to the next stage of the dispute resolution process.

c. Arbitration. Within fifteen (15) days following completion of the Outside Mediation proceedings, the Parties shall pursue mandatory arbitration pursuant to the rules of the American Arbitration Association. Any such arbitration shall be held in the Salt Lake City metropolitan area. The Parties shall share the costs of the arbitration equally, subject to final apportionment by the arbitrator. The arbitrator shall apply the laws of the State of Utah, applicable rules and regulations of the FCC, and any other rules, regulations or laws applicable to the dispute or controversy, but shall not have any power to alter, amend, or otherwise affect the terms of this Contract in rendering a decision. To the extent permissible under State law, the decision of the arbitrator shall be rendered within six (6) months of the date the matter was referred to arbitration, shall be final, and shall not be subject to appeal by the Parties. Judgment upon any award rendered by the arbitrator may be entered in a court of competent jurisdiction.

### Section 13. Miscellaneous Provisions.

a. Assignments. The Subscriber shall not, without the written approval of UCAN, assign or transfer its rights or obligations under this Contract or permit use of a transceiver on the Communications Network by another entity or person who is not an employee, officer or agent of the Subscriber. UCAN may assign all of its rights to receive payment under this Contract.

b. Benefits/Relationship. This Contract is entered into for the benefit of the Parties to this Contract only and shall confer no benefits, direct or implied, on any third persons. No joint venture or partnership is formed as a result of this Contract.

c. Amendments and Waivers. Any term of this Contract may be amended and the observance of any term of this Contract may be waived only with the written consent of (i) both Parties in the case of an amendment, and (ii) the Party waiving any term or condition hereof in the case of waiver.

d. Severability. In the event any term or condition of this Contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or

applications of this Contract which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

e. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Utah.

UTAH COMMUNICATIONS AGENCY NETWORK

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved by authorized attorney:

\_\_\_\_\_

MURRAY CITY CORPORATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved by authorized attorney:

\_\_\_\_\_

## SCHEDULE "A"

### SERVICE RATES

UCAN will provide the Subscriber with an inventory of units billed with each billing statement.

For Local Government Users:

The initial Service Rate is \$23.25 per month for each transceiver itemized.

For Federal and State Users:

The initial Service Rate is \$28.00 per month for each transceiver itemized.

For Emergency Operations Center (EOC) Users for each transceiver itemized:

The initial Service Rate for radios defined as EOC use is \$25.00 per year.

The initial Service Rate for radios defined as Volunteer Fire is \$11.63 per month.

The initial Service Rate for radios defined as Search and Rescue is \$11.63 per month.

For Private (as defined by legislation) Users:

The initial Service Rate is \$28.00 per month for each transceiver itemized.

# New Business Item #3



# 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.)

Storm Water Bond Parameters Resolutions

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

Financial Sustainability

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

☒ Council Meeting OR ☐ Committee of the Whole

☒ Date requested **11/13/2012**

☐ 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.)

Bond Proceeds

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

Memo

6. **REQUESTOR:**

Name: Justin Zollinger

Title: Finance Director

Presenter: Justin Zollinger

Title: Finance Director

Agency: Murray City

Phone: 801-264-2669

Date: 11/02/2012

Time: 5:00 PM

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: 11/02/2012

Mayor:

Date: 11/02/2012

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

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

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

9. **NOTES:**



**George K. Baum & Company**

INVESTMENT BANKERS SINCE 1928

## MEMORANDUM

TO: Justin Zollinger, Doug Hill and Frank Nakamura

FROM: Preston Kirk

DATE: November 1, 2012

RE: Storm Water Revenue Bonds, Series 2013

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The Murray City utilities department has identified just shy of \$3 million in storm water improvements and repairs that will be completed by the City over the next 30 months. To finance these projects the City anticipates issuing Storm Water Revenue Bonds, Series 2013 by February 1, 2013

George K. Baum & Company has prepared a tentative calendar outlining the steps necessary to sell bonds in mid-January to finance these storm water projects. The first official step taken by the City at its November 13, 2012 meeting is the "Super-Parameters Resolution" that provides for the following:

1. Maximum par amount of bonds that can be issued (\$3.3 million)
2. Maximum Interest rate on the Bonds (5.00%)
3. Maximum number of years over which the bonds are amortized (21 years)
4. Provides for the "Notice of Bonds to be Issued" to be published in a local newspaper
5. The running of a 30-day contest period (as required by statute)
6. Provides for a Public Hearing regarding the bonds to be issued which will be held on January 8, 2013 at 6:30 pm (MDT).
7. Delegates to the Mayor, finance director and chairman the ability to consummate the final terms of the bonds on the day of sale
8. Authorized the dissemination of the Preliminary Official Statement (offering documents) to the investment community
9. Other related matters pertaining to the issuance of the bonds

Following the adoption of the Super-Parameters Resolution at the November 13, 2012 City Council meeting, the City Staff will work with legal counsel to complete the necessary documents, apply for a bond rating and finalize the bond offering arrangements.

Since the Series 2013 bonds will not be issued between now and year-end, we would anticipate giving the City Council an update on our progress at either the December 4, 2012 or January 8, 2013 regular meetings.

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

A RESOLUTION OF THE MUNICIPAL COUNCIL OF MURRAY CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$3,300,000 AGGREGATE PRINCIPAL AMOUNT OF STORM WATER REVENUE BONDS, SERIES 2013; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF A GENERAL INDENTURE OF TRUST, A SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, AN OFFICIAL STATEMENT (IF REQUIRED), AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), the Municipal Council (the "Council") of the Issuer has the authority to issue its Storm Water Revenue Bonds, Series 2013 (or with such other series or title designation as may be determined by the Issuer) (the "Series 2013 Bonds"), payable from the net revenues of its existing storm water drainage system (the "System"), the proceeds of which will be used for (i) the acquisition and construction of improvements to the System (the "2013 Project"), (ii) funding any required deposit to a debt service reserve fund, and (iii) paying costs of issuing the Series 2013 Bonds; and

WHEREAS, subject to the limitations set forth herein, the Issuer desires to issue its Series 2013 Bonds to (a) finance the Series 2013 Project, (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance of the Series 2013 Bonds, pursuant to this Resolution and a General Indenture of Trust, as supplemented and amended by a Supplemental Indenture of Trust (the "Supplemental Indenture" and together with the General Indenture, the "Indenture"), by and between the Issuer and the Trustee, in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit A; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2013 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, the Council desires to approve and authorize the preparation and use of a Bond Purchase Agreement (if applicable) (the "Bond Purchase Agreement"), to be entered into between the Issuer and the underwriter or the purchaser selected by the Issuer for the Series 2013 Bonds (the "Underwriter/Purchaser"), in substantially the form attached hereto as Exhibit B; and

WHEREAS, in the event that the Designated Officers (defined below) determine that it is in the best interests of the Issuer to publicly offer the Series 2013 Bonds, the Issuer desires to authorize the use and distribution of a Preliminary Official Statement (the "Preliminary Official Statement"), and to approve a final Official Statement (the "Official Statement") in substantially the form attached hereto as Exhibit C, and other documents relating thereto; and

WHEREAS, in order to allow the Issuer (with the consultation and approval of the Issuer's Financial Advisor, George K. Baum & Company (the "Financial Advisor")) flexibility in setting the pricing date of the Series 2013 Bonds to minimize debt service costs to the Issuer, the Council desires to grant to the Mayor or Mayor pro tem (collectively, the "Mayor") and Finance Director of the Issuer (the "Finance Director") of the Issuer (collectively, the "Designed Officers") the authority to select the Underwriter/Purchaser, and approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2013 Bonds shall be sold, to determine whether the Series 2013 Bonds should be sold, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE, it is hereby resolved by the Municipal Council of Murray City, Utah, as follows:

Section 1. For the purpose of (a) financing the 2013 Project, (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance, the Issuer hereby authorizes the issuance of the Series 2013 Bonds which shall be designated "Murray City, Utah Storm Water Revenue Bonds, Series 2013" (or with such other series or title designation as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed \$3,300,000. The Series 2013 Bonds shall mature in not more than twenty-one (21) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a

maximum net effective rate or rates of not to exceed five percent (5.0%) per annum, as shall be approved by any two of the Designated Officers, all within the Parameters set forth herein. The issuance of the Series 2013 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the City Attorney for the Issuer.

Section 2. The Indenture and the Bond Purchase Agreement, in substantially the forms presented to this meeting and attached hereto as Exhibits A and B respectively, are hereby authorized, approved, and confirmed. The Mayor and the City Recorder are hereby authorized to execute and deliver the Indenture and the Bond Purchase Agreement, in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Financial Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof. The Designated Officers are each hereby authorized to select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2013 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The execution of the Bond Purchase Agreement shall demonstrate the approval of the Designated Officers.

Section 3. The Issuer hereby approves and authorizes the utilization of the Preliminary Official Statement in the form attached hereto as Exhibit C in the marketing of the Series 2013 Bonds (where appropriate) and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement, with any necessary revisions and insertions to complete the same with the terms established for the Series 2013 Bonds. The Mayor is hereby authorized to execute the Official Statement evidencing its approval by the Issuer.

Section 4. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2013 Bonds, the Bond Purchase Agreement, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2013 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Series 2013 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Series 2013 Bonds and to deliver said Series 2013 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 6. The appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2013 Bonds in accordance with the provisions of the Indenture.

Section 7. Upon their issuance, the Series 2013 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2013 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2013 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 8. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents (including, but not limited to, tax compliance procedures) and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. After the Series 2013 Bonds are delivered by the Trustee to the Underwriter/Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2013 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 10. The Issuer shall hold a public hearing on January 8, 2013 to receive input from the public with respect to (a) the issuance of the Series 2013 Bonds and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2013 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published (i) once a week for two consecutive weeks in The Salt Lake Tribune, a newspaper of general circulation in the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Murray City offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

## NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on November 13, 2012, the Municipal Council (the "Council") of Murray City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Storm Water Revenue Bonds, Series 2013 (or with such other series or title designation as may be determined by the Issuer) (the "Series 2013 Bonds"), and called a public hearing to receive input from the public with respect to (a) the issuance of the Series 2013 Bonds and (b) any potential economic impact that the 2013 Project described herein to be financed with the proceeds of the Series 2013 Bonds may have on the private sector. Pursuant to the Resolution, the Issuer proposes to finance the acquisition and construction of improvements to its storm water drainage system (the "System") and related improvements (collectively, the "2013 Project").

### TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on January 8, 2013, at the hour of 6:30 p.m. at 5025 South State Street, Murray, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2013 Bonds and (b) any potential economic impact that the 2013 Project to be financed with the proceeds of the Series 2013 Bonds may have on the private sector. Interested individuals are invited to express their views, both orally and in writing, on the proposed issue of the Series 2013 Bonds and the location and nature of the 2013 Project. All members of the public are invited to attend and participate. Written comments may be submitted to the Issuer at the City Recorder's office located at 5025 South State Street, #115, Murray, Utah 84107, until 5:00 p.m. on January 8, 2013. Additional information may be obtained from the Issuer at its office shown above or by calling (801) 270-2400.

### PURPOSE FOR ISSUING THE SERIES 2013 BONDS

The Series 2013 Bonds will be issued for the purpose of (a) financing the 2013 Project, (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2013 Bonds.

### PARAMETERS OF THE SERIES 2013 BONDS

The Issuer intends to issue the Series 2013 Bonds in the aggregate principal amount of not more than Three Million Three Hundred Thousand Dollars (\$3,300,000), to mature in not more than twenty-one (21) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and to bear interest at a maximum net effective rate or rates of not to exceed five percent (5.0%) per annum, plus accrued interest to the date of delivery.

The Series 2013 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a form of General Indenture of Trust (the "General Indenture"), and a Supplemental Indenture of Trust (collectively with the



General Indenture, the "Indenture"), which were before the Council and attached to the Resolution in substantially final form at the time of adoption of the Resolution.

The Series 2013 Bonds are special limited obligations of the Issuer payable from the net revenues of the System.

A copy of the Resolution and the Indenture are on file in the office of the City Recorder, 5025 South State Street, #115, Murray City, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (only as it relates to the Series 2013 Bonds), or the Series 2013 Bonds, or any provision made for the security and payment of the Series 2013 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this November 13, 2012

/s/ Jennifer Kennedy

City Recorder

Section 11. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the 2013 Project. The Series 2013 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the 2013 Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2013 Bonds which will be issued to finance the reimbursed costs of the 2013 Project is not expected to exceed \$3,300,000.

Section 12. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this November 13, 2012.

(SEAL)

By: \_\_\_\_\_  
Chair

ATTEST:

By: \_\_\_\_\_  
City Recorder

EXHIBIT A

FORM OF INDENTURE

[See Transcript Document Nos. \_\_\_\_ and \_\_\_\_]

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

[See Transcript Document No. \_\_\_\_]

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

[See Transcript Document No. \_\_\_\_]

# New Business Item #4

# 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 A RESOLUTION ADOPTING THE REGULAR MEETING SCHEDULE OF THE MURRAY CITY MUNICIPAL COUNCIL FOR CALENDAR YEAR 2013.**

2. **KEY PERFORMANCE AREA:** (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 ☐ Committee of the Whole

☒ Date requested November 13, 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.)

N/A

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

DRAFT CITY COUNCIL MEETING SCHEDULE ATTACHED

6. **REQUESTOR:**

Name: Janet M. Lopez

Title: Council Administrator

Presenter:

Title:

Agency: Murray City Council

Phone:

Date: October 31, 2012

Time: 9:25 a.m.

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: 10.31.12

Mayor:

Date:

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

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

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

9. **NOTES:**

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

A RESOLUTION ADOPTING THE REGULAR MEETING SCHEDULE OF  
THE MURRAY CITY MUNICIPAL COUNCIL FOR CALENDAR YEAR  
2013.

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

1. The regular meeting schedule of the Murray City Municipal Council for calendar year 2013 shall be as provided in the attached.
2. The Murray City Municipal Council reserves the right to change the schedule or cancel any meetings it deems necessary consistent with the Utah Open and Public Meetings Act.
3. The City Recorder is directed to publish the attached schedule.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council of  
Murray City, Utah, this 13<sup>th</sup> day of November, 2012.

MURRAY CITY MUNICIPAL COUNCIL

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

ATTEST:

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





**MURRAY**  
CITY COUNCIL

**MURRAY CITY MUNICIPAL COUNCIL  
2013 MEETING SCHEDULE**

**Murray City Center, 5025 South State Street**

**5:30 COMMITTEE OF THE WHOLE – Conference Room #107**

**6:30 COUNCIL MEETING – Council Chambers**

Tuesday, January 8  
Tuesday, January 22

Tuesday, February 5  
Tuesday, February 19

Tuesday, March 5  
Tuesday, March 19

Tuesday, April 2  
Tuesday, April 16

Tuesday, May 7  
Tuesday, May 21

Tuesday, June 4  
Thursday, June 20

Tuesday, July 2  
Tuesday, July 16

Tuesday, August 6  
Tuesday, August 20

Tuesday, September 3  
Tuesday, September 17

Tuesday, October 1  
Tuesday, October 15

Tuesday, November 12  
Tuesday, November 19

Tuesday, December 3  
Tuesday, December 10

# Mayor's Report and Questions

# Adjournment