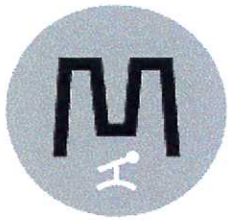


MURRAY
CITY COUNCIL

Council Meeting February 19, 2019



Murray City Municipal Council

Notice of Meeting

February 19, 2019

Murray City Center

5025 South State Street, Murray, Utah 84107

Meeting Agenda

5:15 p.m. **Committee of the Whole** - Conference Room #107
Dave Nicponski conducting.

Approval of Minutes

Committee of the Whole – December 11, 2018

Discussion Items

1. Salt Lake County Transportation Funding – Blair Camp and Danny Astill (10 minutes)
2. General Plan Amendment and Rezone 160 West Winchester – Melinda Greenwood and Jim McNulty (10 minutes)
3. Quarterly Power Department Report – Blaine Haacke (30 minutes)
4. Open and Public Meeting Act Training – G.L. Critchfield (10 minutes)

Announcements

Adjournment

The Council Meeting may be viewed live on the internet at <http://murraycitylive.com/>

6:30 p.m. **Council Meeting** – Council Chambers
Diane Turner conducting.

Opening Ceremonies

Call to Order

Pledge of Allegiance

Approval of Minutes

Council Meeting – February 5, 2019

Special Recognition

1. Murray City Council **Employee of the Month, Jesse Chappell**, Golf Course Equipment Operator II – Kim Sorensen and Brett Hales

Citizen Comments

Comments will be limited to three minutes, step to the microphone, state your name and city of residence, and fill out the required form.

Public Hearings

Staff and sponsor presentations, and public comment prior to Council action on the following matter.

1. Consider a resolution approving the donation of in-kind services to the Navajo Tribal Utility Authority's "Light Up Navajo" initiative project. Blaine Haacke and Bruce Turner presenting.

Business Items

1. Consider a resolution adopting the 2019 Storm Drainage Master Plan Update, also referred to as the Storm Drain Capital Facilities Plan. Danny Astill presenting.
2. Consider an ordinance amending Sections 2.09.080, 2.09.150 and 2.09.160 of the Murray City Municipal Code removing references to a Justice Court Administrator. G.L. Critchfield presenting.
3. Consider an ordinance amending various sections of the Murray City Municipal Code related to restructuring the ADS Department, as detailed in the attached proposed ordinance. G.L. Critchfield presenting.

Legislative Report – Dale Cox presenting.

Mayor's Report and Questions

Adjournment

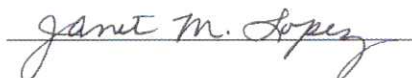
NOTICE

Supporting materials are available for inspection in the City Council Office, Suite 112, at the City Center, 5025 South State Street, Murray, Utah, and on the Murray City internet website.

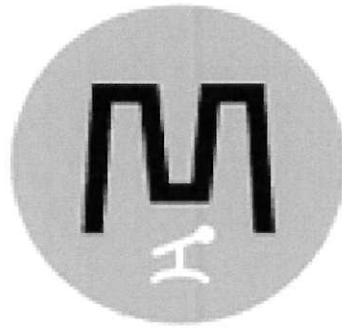
SPECIAL ACCOMMODATIONS FOR THE HEARING OR VISUALLY IMPAIRED WILL BE MADE UPON A REQUEST TO THE OFFICE OF THE MURRAY CITY RECORDER (801-264-2663). WE WOULD APPRECIATE NOTIFICATION TWO WORKING DAYS PRIOR TO THE MEETING. TDD NUMBER IS 801-270-2425 or call Relay Utah at #711.

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 Wednesday, February 13, 2019, 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. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov and the state noticing website at <http://pmn.utah.gov>.

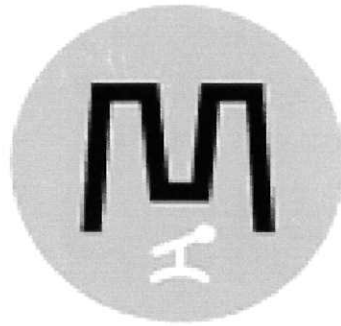


Janet M. Lopez
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole



MURRAY
CITY COUNCIL

Committee of the Whole Minutes



MURRAY CITY MUNICIPAL COUNCIL COMMITTEE OF THE WHOLE

The Murray City Municipal Council met as a Committee of the Whole on Tuesday, December 11, 2018 in the Murray City Center, Conference Room #107, 5025 South State Street, Murray Utah.

Council Members in Attendance:

Diane Turner, Chair	District #4
Dave Nicponski, Vice-Chair	District #1
Dale Cox	District #2
Jim Brass	District #3
Brett Hales	District #5

Others in Attendance:

Blair Camp	Mayor	Jan Lopez	Council Director
Danny Astill	Public Works Director	Jennifer Kennedy	City Recorder
Jennifer Heaps	Comm & PR Director	Pattie Johnson	Council Office
Jim McNulty	CED Manager	Doug Hill	Chief Admin Officer
Rob White	IT Director	Danyce Steck	Finance Director
Steve Reid	Bldg. Dept.	Briant Farnsworth	City Attorney
Isaac Zenger	IT		

Ms. Turner called the Committee of the Whole meeting to order at 5:00 p.m.

Discussion Items

Funding Proposal for a Database Analyst – Mayor Camp and Robert White

Mr. Decker, who received military deployment orders starting January 6, 2019, worked as a Database Analyst in the IT Department on the conversion of the utility billing system with Dave Carpenter. Mayor Camp explained his position must be held for him up to one year, however, this would create a critical personnel shortage in their department.

Mr. White affirmed the conversion project would take about one year, beginning in January 2019. The position was imperative during this phase of the conversion because the database analyst pulls data from the old system, incorporating it into the new system - completing the conversion on time was

crucial.

Mayor Camp appreciated Ms. Lopez getting the item on the agenda at the last minute, due to the urgency. He confirmed the position was already advertised, and budget opening for the position would occur after the first of the year.

Mr. Nicponski wondered about procedures when Mr. Decker returned from duty. Mr. White thought the current senior programmer position might be replaced by then. Ms. Steck said the replacement of the senior programmer position would be considered a succession plan. She thought positions in the IT Department are isolated in their knowledge base and learning a position like this one could take a year getting familiarized with the new system - once implemented. She agreed IT positions are critical to the utility billing system, because the employees are experts on the Munis System software. Mr. White agreed the position was critical in providing stability for the upcoming year, and years to come.

Ms. Turner asked if the position was one that would be continued. Ms. Steck confirmed. Mr. White affirmed the new position would be permanent.

Mayor Camp said while Mr. Decker was deployed, the city would be obligated to pay his retirement benefit, which would be the only budget impact. Ms. Steck recommended deferring retirement funding until Mr. Decker returned, so funds could be saved this year. Reasoning was noted that if he did not return to the position, the city would not have the obligation, but would be paid upfront when he did.

Mr. Cox wondered if Mr. Decker would lose any benefits by delaying the funding. Mr. White said putting it off for six months would not create a loss or affect seniority. Ms. Steck explained URS funds are not allocated to people, specifically, until they actually retire.

Mr. Cox wanted to be absolutely sure Mr. Decker would receive credit and funds – immediately upon his return. Ms. Steck confirmed.

Mr. Brass agreed filling the position was critical, considering recent billing issues, and hiring someone was an inexpensive fix, and a good insurance policy.

Mr. Cox reiterated concerns about not paying retirement benefits for Mr. Decker this year, because the type of absence was due to deployment. He thought if something happened to Mr. Decker during his time of service, pension benefits normally occurring throughout the year, should be available to the family immediately. Ms. Steck unfortunately noted Mr. Decker was not fully vested into the retirement system because he was only employed by the city for five months. Mr. White said other benefits, including life insurance would still be available.

Mayor Camp noted formal action by the council would occur during the first council meeting in January 2019. There was a consensus among council members to fund the position of database analyst.

Building Permit Fee Discussion – Mayor Camp, Briant Farnsworth, Steve Reid and Jim McNulty

Mr. McNulty noted necessary changes to City Code - Title 15; Sections 15.08.010, 15.08.020, and

15.08.030 related to building permit fees. The proposed revisions would allow for the reinstatement of expired permits with associated fees, and the removal of completion deposits for one and two-family residential projects, as well as, multi-family and commercial projects. However, plan review fees would remain.

Murray City, Chief Building Official, Mr. Reid who understands the issues and studied the process led a discussion regarding proposed changes. Mr. Farnsworth assisted with forming the proposed ordinance.

Mr. Reid said there were two key issues that caused problems and challenges:

1. The completion deposit process. The fee is received upfront for certain types of permits. Mr. Reid suggested eliminating this process for the following reasons:
 - A. Lengthy time to complete transactions. Mr. Reid described many steps involved from start to finish. His hope is to utilize staff more efficiently. Delays occur with only two employees authorized to process completion deposits. The proposed change would allow several employees to assign permits and permit numbers, receive and record transactions, and process refunds as needed. Currently, Mr. Reid and other part-time employees are not permitted to assist with that process.
 - B. Difficulty in tracking money for reimbursements. Mr. Reid explained once completion deposits are received and if final inspections go well, money is refunded appropriately. However, if inspections do not go well and permits are not finalized in a timely manner, the letter writing process begins to notify businesses that permits must be reinstated. He said by the time a permit expires, the initial deposit was transferred out. This was concerning to him because once a permit was reinstated, it was unclear where to locate the funds for reimbursement. The proposed code changes would eliminate this process making reimbursement easier, and guarantee completion deposits be automatically reinstated once final inspections were made.

Mr. McNulty regularly overrides mistakes. He confirmed even though the Munis conversion was fully complete some transactions were still slow to process. He said other cities do not collect this type of outdated fee and the hope is to make the procedure less complicated.

Mr. Reid said unlike completion deposits, plan review deposits, implemented in 2008, can be utilized for time spent reviewing project plans. He thought eliminating the completion deposition process was a good decision, confirmed by his research.

Mr. Hales wondered where the completion deposit funds were being transferred. Mr. McNulty monitors completion deposits using the Munis system and approves invoices weekly. He said funds were transferred to the finance department. Ms. Steck specified completion deposit funds become a liability once deposited. She noted the problem of having 10-year-old completion deposits still recorded on the books still. As a result, there was pressure to process refunds appropriately.

Mr. McNulty said the process to return monies is active and requires several people to manage the final reimbursement.

Ms. Turner thought the proposed change was a good idea to help streamline the process. Mr. Reid agreed.

2. Finalizing permits. Mr. Reid wants to devise a better program related to reinstating final permits. The current notification process regarding expired permits was described as follows:

- Contact is first made by mailing letters and sending emails. If the first letter is ignored, another attempt is made with a second letter. A certificate of non-compliance is issued as a final attempt, if the second notification is disregarded.

Mr. Reid described an owner/builder who requested an inspection for a residential garage that was reconstructed. However, since the permit expired over a year prior, the inspection could not be granted - unless a full building permit fee of \$600 was paid again. Mr. Reid said he would rather not charge this fee when someone is voluntarily trying to restart a project.

Another challenging example was noted with BMW of Murray, when an extensive building addition was constructed - the permit fee was \$12,500. However, a storm drain was not in compliance, so the inspection was rejected, and the permit could not be finalized. Because BMW did not follow through with reinstating, the notification process began. If the second letter was ignored, a certificate of non-compliance would be issued on the building preventing them from refinancing or selling the facility. As a result, the reinstatement fee would cost approximately \$6,250 for one inspection.

Mr. Reid said he was not comfortable trying to collect these high reinstatement fees and would like to see them adjusted.

Ms. Turner asked if high reinstatement fees or certificate of non-compliance would indicate the importance of compliance.

Mr. McNulty thought a certificate of non-compliance was serious because the organization could not refinance or sell, and the city would eventually have legal ground. However, avoiding that direction was the preference, because city departments, such as, the Development Review Committee, Public Works, Planning, Zoning, Building Safety and Business Licensing, value working together as a team.

Mr. Reid wanted to create a more user-friendly approach to get projects completed and help provide overall solutions.

Mr. Hales wondered if complaints were received about having to pay additional fees to get reinstated. Mr. McNulty acknowledged Mr. Reid was willing to work businesses who were struggling to pay high reinstatement fees to get back on their feet.

Mr. Hales thought it was important for the city to have good working relationships with Murray businesses, and staff teamwork was imperative when partnering with them. He said Murray businesses play a significant role in the city.

Mr. Reid agreed and explained code changes would put a set series of fees in place making them easier to process.

- First notification was a phone call offering a reinstatement fee of \$100.
- Second notification was a letter conveying the cost of \$250 for reinstatement.
- Final notice is a certificate of non-compliance – set at \$400.

He addressed the situation with BMW and agreed a lower reinstatement fee might encourage them to take care of engineering issues. The process for reinstating permits would be easier and allow staff to start the process.

Mr. Brass thought it was in the best interest of the city to have projects completed and done well, whether commercial or residential. Partially built projects sitting to rot anywhere in the city causes complaints by neighbors. He said it was critical the issue of storm water at BMW be completed correctly, because it could affect the city financially, particularly with the Department of Water Quality currently looking at storm water issues. He favored the proposed changes. He wondered if permits could be extended without reinstatement fees and suggested the first call or letter should be outreach only, to find out if builders are even interested in finishing a project.

Mr. McNulty thought offering lower reinstatement fees of \$100, instead of \$6,000, or \$650, was very user friendly, especially for permits that expired over a year before.

Mr. Reid said tracking expired permits using the Munis system was a struggle. He hoped in the long-term, the system could automatically generate notification letters prior to permits expiring. He explained extensions of six months or longer could be requested at no charge for a good cause.

Ms. Turner said compliance was very important, especially as it related to BMW. Mr. Reid said the proposed code changes was the beginning of resolving those issues.

Mr. McNulty noted most business follow through with compliance and inspections, however, there are a few who do not.

Ms. Turner agreed if permits were not reinstated in a timely manner, notification letters sent a month or two in advance would help.

Mr. Reid confirmed the system was not capable yet, which made it hard to prioritize expired permits. He said the challenge to keep up with the demand for issuing permits, conducting inspections, and follow up, was also due to so much growth in the city.

Mr. White stated the Munis system was currently four versions behind. The next update to the highest version would occur in January, which would help resolve many issues.

Mr. Farnsworth explained the benefit of streamlining was not due to any legal position, but rather agrees with the current business reality. He confirmed the deposit and reimbursement process was an outdated procedure, and proposed provisions should be amended.

Mr. Cox mentioned a Legislative Policy Committee meeting he attended recently, where legislature was currently looking at issues related to city liabilities. He agreed anything the city could do to better document, upgrade, and modernize to make the process flow better would help immensely.

Mr. McNulty understood changes and adjustments to House Bill 241 would occur again this year. He said this was another reason Mr. Reid wanted to provide better customer service to Murray businesses, and why he felt pressure at times to meet the 14 and 21-day window for completing plan reviews.

Proposed Rezone for 5668 S. Bullion Street – Jim McNulty

The applicant, Anton Rezac requested a rezone for the property of 1.82 acres in size. He intends to subdivide allowing for single-family residential lots with frontage off of Aaron Park Circle.

Mr. McNulty used a power point to show the plans, share conceptual maps, convey future land use categories, and presented ground and aerial photos. He said the proposed rezone would be consistent with the General Plan Land Use Map, which identifies Low Density Residential uses for properties in this area. Staff recommended the planning commission forward a recommendation of approval to the Murray Council for the requested amendment to the Zoning Map for the property located at 5668 South Bullion Street, from A-1 Agricultural, to R-1-8, Single-Family Low Density Residential. On November 1, 2018, the planning Commission held a public hearing, where there was no opposition. A recommendation of approval was forwarded to the Murray Council for the requested amendment to the Zoning Map.

The council would consider the rezone during an upcoming council meeting.

Sign Code Revisions – Mayor Camp and Jim McNulty

Mayor Camp said Mr. McNulty, his department, and the city attorneys' office worked diligently to rewrite the Murray City sign ordinance. The question about continuing to allow pole signs was discussed during meetings. He asked the council to take time to review related issues, because many cities are restricting pole signs, and said although the thought was preliminary, he appreciated the council's input on the proposed changes.

Mr. McNulty confirmed revisions to rewrite and modernize the document took several months. He said Mr. Critchfield and Mr. Farnsworth updated the findings, purpose and intent sections of code to ensure code was compliant with the Constitution and Utah State Code, due to the importance of First Amendment rights. A power point was shared to explain a number of the revisions related to general sign regulations, such as, size, placement, lighting, location, landscaping requirements, levels of height, and width.

Mr. McNulty reviewed a number of new sign graphics that city staff created to make the document more user friendly, listed by zone, for retail, business owners, contractors, developers and others. In addition, the process for submitting a sign permit application includes specific requirements.

Currently, an A- Frame sign, usually placed on sidewalks for boutiques, sandwich shops, or to promote

outdoor dining, is not allowed in Murray City. The proposal would allow each business to have one such sign. He explained the sign is folded up and taken inside when businesses are closed.

Mr. McNulty reviewed reasoning behind suggested updates and explained new types of signs have been invented in the last 20 years. He noted signs with a clean approach and understandable clear graphics, such as, a marquee, a monument, ground and pylon signs; pedestal, residential entry, and banner signs, both temporary and those that attach to street lights.

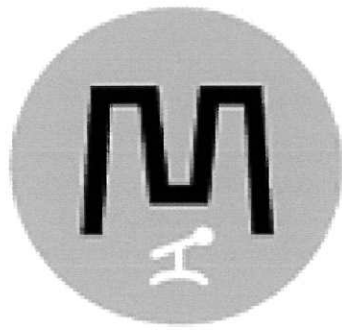
He pointed out flexibility in code and said more importantly signs should blend with landforms and buildings. The presentation continued with a lengthy review, detailing each new sign proposed and a description of the provisions. He noted replacing signs that are old and no longer in use are important for future planning.

A public hearing for both the planning commission, and city council, would occur in the future to review and consider the proposed changes to the existing language.

Announcements: Ms. Lopez made several announcements related to coming events for the council members.

Adjournment: 6:20 p.m.

**Pattie Johnson
Council Office Administrator II**



MURRAY
CITY COUNCIL

Discussion Item #1

PUBLIC WORKS DEPARTMENT




MURRAY

Discussion of a resolution approving an interlocal cooperation agreement with Salt Lake County for the transfer of County Transportation funds for Certain Transportation Projects.

Council Action Request

Committee of the Whole

Meeting Date: 19 Feb 2019

Department Director Danny Astill Phone # 801-270-2404 Presenters Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval  Date 5 Feb 2019	Purpose of Proposal Discussion an interlocal agreement for two separate Salt Lake County transportation funding opportunities. Action Requested Discussion and comment. Attachments Salt Lake County Interlocal cooperation agreements for certain projects. Murray City Resolution Budget Impact When we bring a resolution to the Council for adoption of these two agreements to allow Murray City to receive needed funds for two projects. Description of this Item In late fall of 2018 Murray City Public Works completed applications to Salt Lake County for "Regional Transportation Choice Fund" (4th Quarter). The two projects included were the Vine Street widening project from 900 East to 1300 East and the Cottonwood Street phase 1 project from 4500 South to Vine Street specifically for the downtown area with design, utility relocations, road construction, etc. We were notified by Salt Lake County we met the requirements and were set to receive a total of \$1,230,993 broken out as follows: \$730,993 for our Vine Street Widening \$500,000 for our Cottonwood Street Phase 1 project.
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CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: 0000002131 Version: 1 Desc: DRD Transport:RightOfWayPurcha
Supplier Name: MURRAY CITY
Comments: DRD- Interlocal - County to transfer up to \$730,993.00 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for Right of Way purchase, utility relocations, & storm drain upgrades as part of roadway reconstruction & widening to include center turn lane, sidewalks, bike lanes along Vine St between 900 E and VanWinkle Expressway (See Exhibit A), as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance. Term to the earlier of (i) the date the City has been disbursed the Maximum Reimbursable Amount, (ii) the date the agreement is terminated, or (iii) 12/31/2024
Contract Amount: \$730,993.00
Agency Name: Rgnl Trans, Housng & Econ Dev
Period Performance from 1/18/2019 to 12/31/2024
Procurement Type: EXI Exempt Interlocal Reason Code:
Buyer: RMatthes

RESOLUTION NO. 5495

January 8, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH MURRAY CITY PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR CERTAIN TRANSPORTATION PROJECTS WITHIN SALT LAKE COUNTY.

WITNESSETH

WHEREAS, Salt Lake County (the "County") and Murray City (the "City") are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County now desires to enter into an interlocal cooperation agreement with City, which is attached hereto as **ATTACHMENT A** (the "Interlocal Agreement"), to provide for reimbursement of expenses;

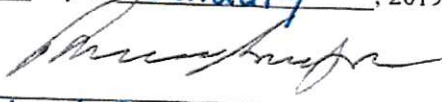
RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

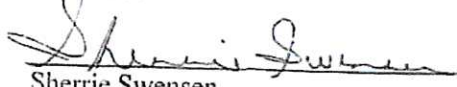
- I. The Interlocal Cooperation Agreement between Salt Lake County and City is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.

[Signature Page to Follow]

APPROVED AND ADOPTED, this 8th day of January, 2019.


Richard Snelgrove Chairperson

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	"Aye"
Council Member Bradshaw	"Aye"
Council Member Burdick	"Aye"
Council Member DeBry	"Aye"
Council Member Granato	"Aye"
Council Member Jensen	"Aye"
Council Member Winder Newton	Absent
Council Member Snelgrove	"Aye"
Council Member Wilson	"Aye"

APPROVED AS TO FORM:

Craig J.

Wangsgard

Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slco, ou=Departments, ou=District
Attorney, ou=Users, ou=GC, cn=Craig
J. Wangsgard,
email=CWangsgard@slco.org
Date: 2018.12.26 08:45:38 -07'00'

ATTACHMENT A
Interlocal Cooperation
Agreement with the Murray City

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

MURRAY CITY

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

RECITALS:

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

B. During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds").

C. On May 1, 2018, the Salt Lake County Council passed Ordinance 1829, imposing a .25% increase the County sales tax.

D. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) of the Code and all other applicable federal, state and local laws, rules and regulations.

E. The County and the City now desire to enter into this Agreement providing for the transfer of up to Seven Hundred and Thirty Thousand Nine Hundred and Ninety-Three Dollars and No Cents (\$730,993.00) of County Transportation Funds to the City to reimburse the City for certain costs that are incurred by the City for Right of way purchase, utility relocations, and storm drain upgrades as part of roadway reconstruction and widening to include center turn lane,

sidewalks, bike lanes along Vine Street between 900 East and Van Winkle Expressway, so long as such costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **County Transportation Funds:** As defined in the Recitals above.
- (b) **Event of Default:** As defined in Section 6.1 below.
- (c) **Event of Force Majeure:** As defined in Section 7.4 below.
- (d) **Maximum Reimbursable Amount:** The amount specified for the Project in the Project Description attached hereto as Exhibit A.
- (e) **Project:** The transportation project or projects described in or determined pursuant to the Project Description.
- (f) **Project Description:** The project description attached hereto as Exhibit A.
- (g) **Project Element.** A discrete portion of the Project.
- (h) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described Utah Code Ann. §59-12-2219(11)(a)(ii) and in accordance with the Certificate of Grant Recipient.
- (i) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) December 31, 2024. The County and City legislative body hereby delegate to its respective Mayor the authority to extend this Agreement for an additional 3 one-year periods without legislative action.
- (j) **Request for Disbursement:** A statement from the City, in the form attached hereto as Exhibit B, requesting an amount of County Transportation Funds to be

disbursed to the City for reimbursement of Reimbursable Project Costs.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Transportation Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and the County Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) the Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any County Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii); and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and therefore no fiduciary obligations are created by this Agreement or are owed to the City

or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is made to the City under this Agreement is consistent with the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii), and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Description, or any other information submitted to the County by the City, in making that determination.

ARTICLE 4 – DISBURSEMENTS

4.1. Conditions for Each Disbursement of County Transportation Funds. The County will not be obligated to disburse County Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Sufficient Funds. County has accumulated Sufficient County Transportation Funds to make the disbursement.

(b) Documents to be Furnished for Each Disbursement. The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(c) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(d) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(e) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(f) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of County Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of County Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of County Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed County Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have

acquiesced in noncompliance with any conditions precedent to the disbursement of County Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which County Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the City's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Request for Disbursement or any other information submitted to the County under this Agreement and the wording of the Project Description will not be deemed to be a review or acknowledgement by the County as to whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 — COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

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

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) any improper use of the County Transportation Funds; or (iv) the City's breach of the Certificate of Grant Recipient attached hereto as Exhibit B. The City agrees

that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

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

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

ARTICLE 6 —DEFAULTS AND REMEDIES

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

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

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

(a) Withhold further disbursement of County Transportation Funds to the City; and/or

(b) Reduce the amount of any future disbursement of County Transportation Funds to the City by the amount incurred by the County to cure such default; and/or

(c) Terminate this Agreement.

ARTICLE 7 — MISCELLANEOUS

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

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

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

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

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

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

(f) No real or personal property shall be acquired jointly by the Parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(h) Voting of the County mayor and the City Mayor shall be based on one vote per Party.

(i) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

(j) The powers of the joint board are those described in this Agreement.

7.2. **Term of Agreement.** This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly

authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed County Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of County Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If County Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute County Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute County Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute County Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

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

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time):

If to Salt Lake County: Department of Regional Transportation, Housing and
Economic Development
2001 South State, S2-100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
35 East 500 South
Salt Lake City, Utah 84111

If to the City: Murray City Mayor
5025 South State Street
Murray, Utah 84107

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

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

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

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

7.10. No Obligations to Third Parties. The Parties agree that the City's obligations

under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

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

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

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

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

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

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By Eun Sitwak
Mayor or Designee

Dated: 11/18, 2019

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By Wulf Sommerkorn Stuart Clason
Acting Department Director

Dated: Dec 27, 2018

Approved as to Form and Legality:

Craig J.
Wangsgard
By Wangsgard
Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slcounty,
ou=Departments, ou=District Attorney,
ou=Users, ou=GC, cn=Craig J.
Wangsgard,
email=CWangsgard@slco.org
Date: 2018.12.26 11:38:04 -07'00'

H:\share\CWANGSGARD\Transportation\SB136Agreements\Murray\Vine Street\Agreement - Murray City12.26.18.docx

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

MURRAY CITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT A
PROJECT DESCRIPTION
for
MURRAY CITY

1) **Project Title:** Murray Vine Street Road Reconstruction

Project Description:	Right of way purchase, utility relocations, and storm drain upgrades as part of roadway reconstruction and widening to include center turn lane, sidewalks, bike lanes along Vine Street between 900 East andc Van Winkle Expressway.
Maximum Reimbursable Amount:	\$730,993.00

EXHIBIT B

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Murray City – Interlocal Agreement for County Transportation Funds

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the "Agreement") between Salt Lake County (the "County") and Murray City (the "City"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** are attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City's representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County's review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any

particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20 ____.

MURRAY CITY

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: 0000002133 Version: 1 Desc: DRD Transport:RightofWayPurcha
Supplier Name: MURRAY CITY
Comments: DRD- Interlocal - County to transfer up to \$500,000.00 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for Right-of-way purchase, utility relocations, & storm drain upgrades as part of new road construction of a 2 lane roadway on Hanauer St between 4500 S and Vine St (See Exhibit A), as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance. Term to the earlier of (i) the date the City has been disbursed the Maximum Reimbursable Amount, (ii) the date the agreement is terminated, or (iii) 12/31/2024
Contract Amount: \$500,000.00
Agency Name: Rgnl Trans, Housng & Econ Dev
Period Performance from 1/18/2019 to 12/31/2024
Procurement Type: EXI Exempt Interlocal Reason Code:
Buyer: RMatthes

RESOLUTION NO. 5494 January 8, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH MURRAY CITY PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR CERTAIN TRANSPORTATION PROJECTS WITHIN SALT LAKE COUNTY.

WITNESSETH

WHEREAS, Salt Lake County (the "County") and Murray City (the "City") are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County now desires to enter into an interlocal cooperation agreement with City, which is attached hereto as ATTACHMENT A (the "Interlocal Agreement"), to provide for reimbursement of expenses;

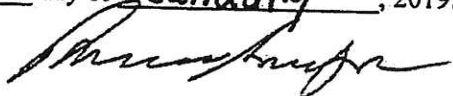
RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:


1. The Interlocal Cooperation Agreement between Salt Lake County and City is approved, in substantially the form attached hereto as ATTACHMENT A, and that the Salt Lake County Mayor is authorized to execute the same.

[Signature Page to Follow]

APPROVED AND ADOPTED, this 8th day of January, 2019.


Richard Snelgrove Chairperson

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	"Aye"
Council Member Bradshaw	"Aye"
Council Member Burdick	"Aye"
Council Member DeBry	"Aye"
Council Member Granato	"Aye"
Council Member Jensen	"Aye"
Council Member Winder Newton	Absent
Council Member Snelgrove	"Aye"
Council Member Wilson	"Aye"

APPROVED AS TO FORM:

Craig J.

Wangsgard

Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slco, ou=Departments, ou=District
Attorney, ou=Users, ou=GC, cn=Craig
J. Wangsgard,
email=CWangsgard@slco.org
Date: 2018.12.26 08:45:38 -0700

ATTACHMENT A
Interlocal Cooperation
Agreement with the Murray City

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

MURRAY CITY

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

RECITALS:

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

B. During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds").

C. On May 1, 2018, the Salt Lake County Council passed Ordinance 1829, imposing a .25% increase the County sales tax.

D. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) of the Code and all other applicable federal, state and local laws, rules and regulations.

E. The County and the City now desire to enter into this Agreement providing for the transfer of up to Five Hundred Thousand Dollars and No Cents (\$500,000.00) of County Transportation Funds to the City to reimburse the City for certain costs that are incurred by the City for Right-of-way purchase, utility relocations, and storm drain upgrades as part of new road construction of a 2 lane roadway on Hanauer Street between 4500 South and Vine Street, so long

as such costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **County Transportation Funds:** As defined in the Recitals above.
- (b) **Event of Default:** As defined in Section 6.1 below.
- (c) **Event of Force Majeure:** As defined in Section 7.4 below.
- (d) **Maximum Reimbursable Amount:** The amount specified for the Project in the Project Description attached hereto as Exhibit A.
- (e) **Project:** The transportation project or projects described in or determined pursuant to the Project Description.
- (f) **Project Description:** The project description attached hereto as Exhibit A.
- (g) **Project Element:** A discrete portion of the Project.
- (h) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described Utah Code Ann. §59-12-2219(11)(a)(ii) and in accordance with the Certificate of Grant Recipient.
- (i) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) December 31, 2024. The County and City legislative body hereby delegate to its respective Mayor the authority to extend this Agreement for an additional 3 one-year periods without legislative action.
- (j) **Request for Disbursement:** A statement from the City, in the form attached hereto as Exhibit B, requesting an amount of County Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Transportation Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and the County Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) the Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any County Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(1)(a)(ii); and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is made to the City under this Agreement is consistent with the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii), and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Description, or any other information submitted to the County by the City, in making that determination.

ARTICLE 4 – DISBURSEMENTS

4.1. Conditions for Each Disbursement of County Transportation Funds. The County will not be obligated to disburse County Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Sufficient Funds. County has accumulated Sufficient County Transportation Funds to make the disbursement.

(b) Documents to be Furnished for Each Disbursement. The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(c) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(d) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(e) No Event of Default. No Event of Default has occurred and is continuing

beyond any applicable cure period.

(f) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of County Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of County Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of County Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed County Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of County Transportation Funds, such acquiescence shall not constitute a waiver by the

County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which County Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the City's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Request for Disbursement or any other information submitted to the County under this Agreement and the wording of the Project Description will not be deemed to be a review or acknowledgement by the County as to whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 — COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

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

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) any improper use of the County Transportation Funds; or (iv) the City's breach of the Certificate of Grant Recipient attached hereto as Exhibit B. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by

or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

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

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

ARTICLE 6 — DEFAULTS AND REMEDIES

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

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

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

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

ARTICLE 7 — MISCELLANEOUS

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

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.

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

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

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

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

(f) No real or personal property shall be acquired jointly by the Parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(h) Voting of the County mayor and the City Mayor shall be based on one vote per Party.

(i) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

(j) The powers of the joint board are those described in this Agreement.

7.2. Term of Agreement. This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for

each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed County Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of County Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If County Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute County Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute County Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute County Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

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

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

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed

sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time):

If to Salt Lake County: Department of Regional Transportation, Housing and
Economic Development
2001 South State, S2-100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
35 East 500 South
Salt Lake City, Utah 84111

If to the City: Murray City Mayor
5025 South State Street
Murray, Utah 84107

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

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

7.8. **Amendment.** This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

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

7.10. **No Obligations to Third Parties.** The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this

Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

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

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

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

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

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

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By Eino Sitvaala
Mayor or Designee

Dated: 11/18, 2019

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By Will Sommerkorn Stuart Clason
Acting Department Director
Dated: Dec 27, 2018

Approved as to Form and Legality:

By Craig J. Wangsgard
Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slco, ou=Departments, ou=District Attorney,
ou=Users, ou=GC, cn=Craig J. Wangsgard,
email=CWangsgard@slco.org
Date: 2018.12.24 13:51:37 -07'00'

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Project\Agreement - Murray City12.24.18.docx

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

MURRAY CITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT A
PROJECT DESCRIPTION
for
MURRAY CITY

Project Title: Phase I of the Cottonwood Street 4500 South to Vine Street Project

Project Description:	Right-of-way purchase, utility relocations, and storm drain upgrades as part of new road construction of a 2 lane roadway on Hanauer Street between 4500 South and Vine Street.
Maximum Reimbursable Amount:	\$500,000.00

EXHIBIT B

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Murray City – Interlocal Agreement for County Transportation Funds

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the "Agreement") between Salt Lake County (the "County") and Murray City (the "City"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** are attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City's representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County's review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any

particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20 ____.

MURRAY CITY

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

Project Title: Phase I of the Cottonwood Street 4500 South to Vine Street Project

<u>Vendor Name</u>	<u>Date of Service</u>	<u>Date Paid by City</u>	<u>Reimbursable Project Cost Description</u>	<u>Requested Amount</u>
			Total RPC Request	\$

This portion below is to be filled out by the County.

Total Approved/Paid to Date _____

Remaining County Transportation Funds_____

Page 17 of 17

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY ("COUNTY") FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR CERTAIN TRANSPORTATION PROJECTS WITHIN SALT LAKE COUNTY – HANAUER STREET PROJECT.

WHEREAS, Title 11, Chapter 13, of the Utah Code, provides that two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the City and Salt Lake County are "public agencies" as contemplated in section 11-13-101 of the Utah Code, *et seq.* – Interlocal Cooperation Agreement Act; and

WHEREAS, during the 2018 General Session, the State Legislature passed Senate Bill 136, which amended section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use the County Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County and the City now desire to enter into this Agreement providing for the transfer of up to Five Hundred Thousand Dollars and No Cents (\$500,000.00) of County Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the transportation project on Hanauer Street; and

WHEREAS, such costs may include the purchase of Rights-of-Way, utility relocations, and storm drain upgrades as part of new road construction of a two lane roadway on Hanauer Street between 4500 South and Vine Street, so long as such costs are consistent with the allowable uses for County Transportation Funds; and

WHEREAS, the City and County want to enter into an interlocal cooperation agreement (the "Agreement"), a copy of which is attached as Exhibit "A" to provide for the reimbursement of City expenses;

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

1. It hereby approves the Interlocal Cooperation Agreement, in substantially the form attached hereto; and
2. The Interlocal Cooperation Agreement is in the best interest of the City; and
3. Mayor D. Blair Camp is hereby authorized to execute the Agreement on behalf of City and act in accordance with its terms.

DATED this 19th day of February, 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST

Jennifer Kennedy, City Recorder

EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY ("COUNTY") FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR CERTAIN TRANSPORTATION PROJECTS WITHIN SALT LAKE COUNTY – VINE STREET PROJECT.

WHEREAS, Title 11, Chapter 13, of the Utah Code, provides that two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the City and Salt Lake County are "public agencies" as contemplated in section 11-13-101 of the Utah Code, *et seq.* – Interlocal Cooperation Agreement Act; and

WHEREAS, during the 2018 General Session, the State Legislature passed Senate Bill 136, which amended section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use the County Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County and the City now desire to enter into this Agreement providing for the transfer of up to Seven Hundred Thirty Thousand, Nine Hundred and Ninety Three Dollars and No Cents (\$730,993.00) of County Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the transportation project on Vine Street; and

WHEREAS, such costs may include the purchase of Rights-of-Way, utility relocations, and storm drain upgrades as part of roadway construction and widening to include a center turn lane, sidewalks, bike lanes along Vine Street between 900 East and Van Winkle Expressway, so long as such costs are consistent with the allowable uses for County Transportation Funds; and

WHEREAS, the City and County want to enter into an interlocal cooperation agreement (the "Agreement"), a copy of which is attached as Exhibit "A" to provide for the reimbursement of City expenses;

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

1. It hereby approves the Interlocal Cooperation Agreement, in substantially the form attached hereto; and
2. The Interlocal Cooperation Agreement is in the best interest of the City; and
3. Mayor D. Blair Camp is hereby authorized to execute the Agreement on behalf of City and act in accordance with its terms.

DATED this 19th day of February, 2019.

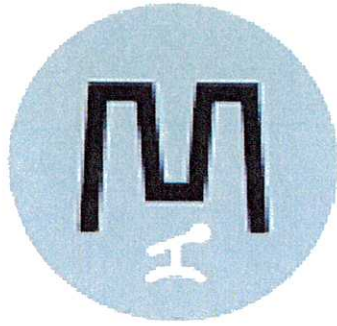
MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST

Jennifer Kennedy, City Recorder

EXHIBIT A



MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY


Community & Economic Development

Discussion on General Plan Amendment

Council Action Request

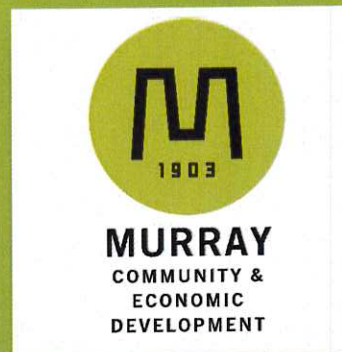
Committee of the Whole

Meeting Date: February 19, 2019

Department Director Melinda Greenwood Phone # 801-270-2428 Presenters Melinda Greenwood Jim McNulty Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval  Date February 7, 2019	Purpose of Proposal Discussion on request for general plan amendment and zone map amendment for property located at 160 W. Winchester Action Requested Discussion only Attachments Presentation made to the planning commission Budget Impact N/A Description of this Item Staff will discuss the proposed general plan amendment and zone map amendment for property located at 160 W. Winchester. The application was to change the zoning from Residential Neighborhood Business (R-N-B) to Mixed Use (M-U). The planning commission is forwarding a recommendation of denial of these amendment requests to the city council.
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COMMITTEE OF THE WHOLE

February 19, 2019



KC Heating & Air

General Plan and Zoning Map Amendment

160 West Winchester Street

Existing Zoning: R-N-B, Residential Neighborhood Business

Proposed Zoning: M-U, Mixed Use

Property Size: 0.28 Acres

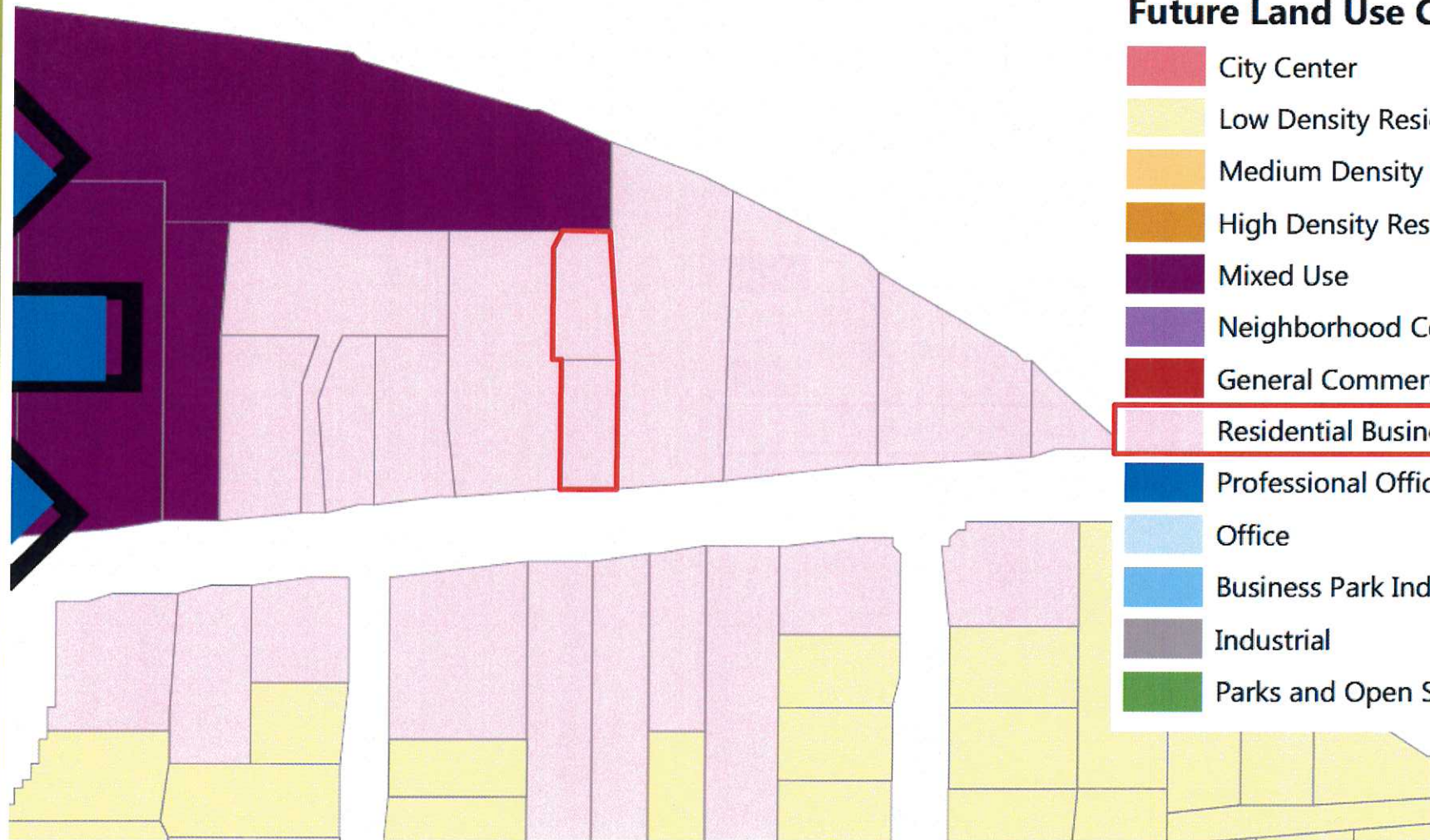




WINCHESTER ST

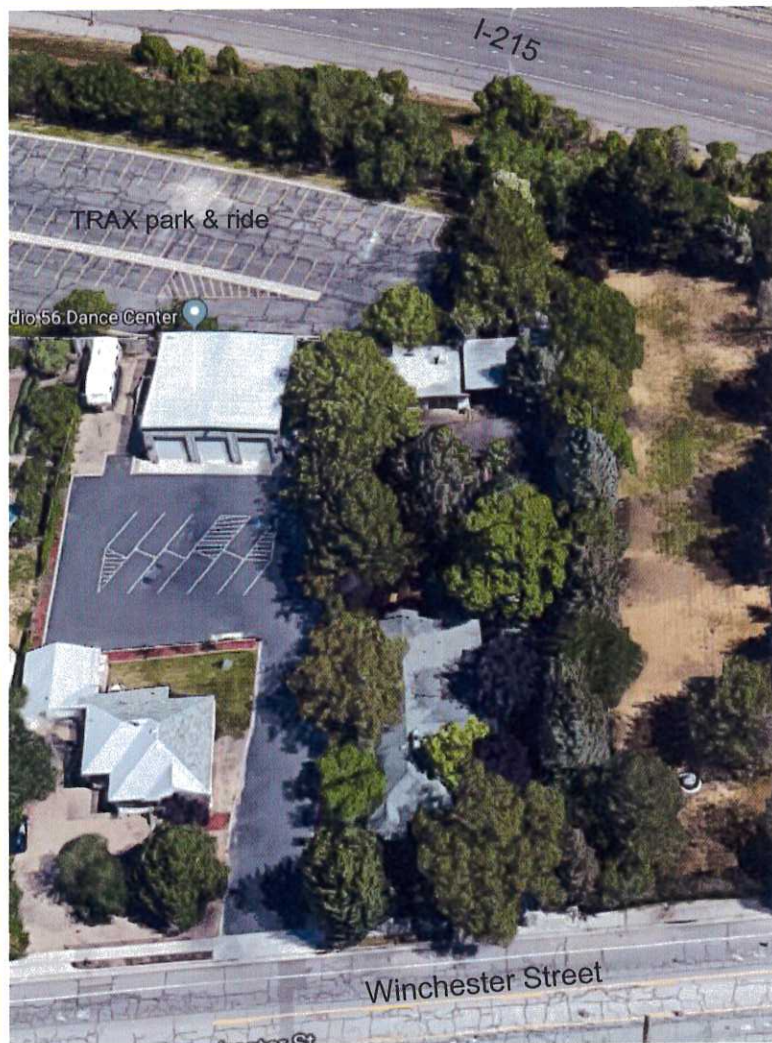






Future Land Use Categories

- City Center
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mixed Use
- Neighborhood Commercial
- General Commercial
- Residential Business
- Professional Office
- Office
- Business Park Industrial
- Industrial
- Parks and Open Space



Looking north across Winchester Street

Staff Recommendation to Amend the Murray City General Plan

Staff recommends that the Planning Commission forward a recommendation of DENIAL to the City Council for the requested amendment to the General Plan Land Use Map designation for the property located at 160 West Winchester Street from Residential Business to Mixed Use.

Planning Commission Recommendation to Amend the Murray City General Plan

On January 17, 2019 the Planning Commission held a public hearing and forwarded a recommendation of DENIAL to the City Council for the requested amendment to the General Plan Land Use Map designation for the property at 160 West Winchester Street from Residential Office to Mixed Use.



Staff Recommendation to Amend the Murray City Zoning Map

Staff recommends that the Planning Commission forward a recommendation of DENIAL to the City Council for the requested amendment to the Zoning Map designation for the property located at 160 West Winchester Street from R-N-B, Residential Neighborhood Business to M-U, Mixed Use.

Planning Commission Recommendation to Amend the Murray City Zoning Map

On January 17, 2019 the Planning Commission held a public hearing and forwarded a recommendation of DENIAL to the City Council for the requested amendment to the Zoning Map designation for the property at 160 West Winchester Street from R-N-B, Residential Neighborhood Business Residential Office to M-U, Mixed Use.



Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 5th day of March, 2019, 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 on and pertaining to the consideration of amending the General Plan from Residential Neighborhood Business to Mixed Use and amending the Zoning Map from the R-N-B (Residential Neighborhood Business) zoning district to the M-U (Mixed Use) zoning district for the property located at approximately 160 West Winchester Street, Murray, Utah.

The purpose of this hearing is to receive public comment concerning the proposed amendment to the General Plan and Zoning Map as described above.

DATED this _____ day of _____, 2019.

MURRAY CITY CORPORATION

Jennifer Kennedy
City Recorder

DATE OF PUBLICATION: February 22, 2019

ORDINANCE NO. _____

AN ORDINANCE RELATING TO LAND USE; AMENDS THE GENERAL PLAN FROM RESIDENTIAL NEIGHBORHOOD BUSINESS TO MIXED USE AND AMENDS THE ZONING MAP FROM R-N-B TO M-U FOR THE PROPERTY LOCATED AT APPROXIMATELY 160 WEST WINCHESTER STREET, MURRAY CITY, UTAH. (KC Heating & Air)

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL AS FOLLOWS:

WHEREAS, the owner of the real properties located at approximately 160 West Winchester Street, Murray, Utah, has requested a proposed amendment to the General Plan of Murray City to reflect a projected land use for the property as Mixed Use and to amend the zoning map to designate the property in an M-U zone district; and

WHEREAS, it appearing that said matter has been given full and complete consideration by the Planning and Zoning Commission; and

WHEREAS, it appearing to be in the best interest of Murray City and the inhabitants thereof that the proposed amendment of the General Plan and the Zoning Map be approved.

NOW, THEREFORE, BE IT ENACTED:

Section 1. That the Murray City General Plan be amended to show a Mixed Use projected use for the following described properties located at approximately 160 West Winchester Street, Murray City, Salt Lake County, Utah:

(Parcel 1)

Commencing 622.17 feet North and 1255.89 feet West and North 1 degree 22' West 125 feet from the East quarter Section 24 Township 2 South, Range 1 West, Salt Lake Base and Meridian, North 2 degrees 22' West 116.13 feet, Southerly 88 degrees 15' East 55.2 feet; South 0 degrees 10' West 115.9 feet, North 88 degrees 21'31" West 52.09 feet to beginning.

Tax Serial No. 21-24-276-001

(Parcel 2)

Commencing 18.19 chains West and 9.50 chains North from the East Quarter corner of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian, South 85 degrees West 49 feet, North 1 degree 17' West 125 feet North 85 degrees East 51 feet South 125 feet to the beginning.

Tax Serial No. 21-24-276-002

Section 2. That the Zoning Map and the zone district designation for the property described in Section 1 be amended from the R-N-B zone district to the M-U zone district.

Section 3. This Ordinance shall take effect upon the first publication and filing of copy thereof in the office of the City Recorder of Murray City, Utah.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council
on this 5th day of March, 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST:

Jennifer Kennedy, City Recorder

Transmitted to the Office of the Mayor of Murray City on this ____ day of _____, 2019.

MAYOR'S ACTION:

DATED this ____ day of _____, 2019.

D. Blair Camp, Mayor

ATTEST:

Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance was published according to law on the ____
day of _____, 2019.

Jennifer Kennedy, City Recorder

K C HEATING – 160 WEST WINCHESTER STREET – Project # 18-008 & 18-009

Kevin Collotzi was present to represent this request. Jared Hall reviewed the location and requests for amendments to the Murray City Future Land Use Map and Zoning Map for the subject properties. The requested Future Land Use Map amendment is from a designation of Residential Business to Mixed Use. The requested Zoning Map amendment is from a designation of R-N-B, Residential Neighborhood Business to M-U, Mixed Use. Mr. Hall explained that two applications have been submitted to review both amendment requests. Every parcel in the city has two identifiers. The first request is for a portion of the General Plan that is for the Future Land Use Map which identifies what the property should be in the future. The Zoning Map is tied to the Future Land Use Map. This request is to modify both identifiers. Currently, the parcels are zoned R-N-B (Residential Neighborhood Business), and the Future Land Use Map identifies them for Residential Neighborhood Business. Surrounding properties are zoned R-N-B, M-G and Residential Single Family. Several properties along Winchester Street have been rezoned Residential Neighborhood Business. Staff recommends denial of both applications based on the length of time we have had a General Plan in place, and because we are on the verge of getting a Grant that will allow us the opportunity to study the entire area surrounding the Trax Station. Without the information that we would gather from an in-depth study like the one we are proposing to do this year, we don't feel comfortable recommending that this is a good type of change to make right now. Based on the information presented in this report, application materials submitted and the site review, staff recommends that the Planning Commission forward a recommendation of denial to the City Council for the requested amendment to the General Plan Future Land Use Map and to the Zoning Map subject to conditions.

Mr. Nay wanted to clarify that this item will be heard by the City Council, regardless of what decision is made to night to have a public hearing. Mr. Hall concurred.

Mr. Nay asked for clarification about what types of uses are allowed in Mixed Use zones that are not allowed in Residential Business zones because when this type of zone change is considered we need to take into account any possible change or building that could potentially be built in this area. Mr. Hall answered that this application is for a Heating and Air contractor. The Mixed-Use Zone allows for higher density multifamily housing that is located over a commercial main floor, does not allow for Single-Family or Two-Family homes, a wider range of small-scale industrial uses, and a lot of retail and office use. Contractors are allowed on a certain scale and would be limited to indoor storage only, less than 12,000 square feet. In the R-N-B Zone they are not allowed. The R-N-B Zone allows very limited development for light uses, such as single and two-family residences.

Mr. Woodbury stated in the staff report it states the designation is to allow high-density multi-dwelling structures with a mix of uses in the same building or complex and wondered if that includes housing. Mr. Hall replied yes, housing and other uses as well. The R-N B carries with it a lot of design designations such as limited-heights, buffering and landscaping requirements, and hours of operation. These limitations are not set in the Mixed-Use. The proposed change may be appropriate in the future, but Staff is not comfortable with the approval because of the pending study and the current plan that we have in place, which did not indicate a change like this. Mr. Nay commented that timing plays a large part in denying this proposed change. Mr. Hall stated that the study could come back recommending any number of changes in this area. The study will also take into account the other zones in this area, not just the fact that a Trax Station exists nearby.

Kevin Collotzi, 5937 South 620 East, stated he has read the conditions and will be able to comply. Mr. Collotzi stated he has had his HVAC business in Murray for 18 years and is looking to buy a property. The reason for changing the zone is so that his business can fit in the area. The plan is to rent the front home to a family, eventually it may even be his daughter. The rear structure would be where the business would be located. In addition, the plan is to buy the abutting parcel and it was not realized until recently that it had a different address, they are 150 and 160. The proposed zone changes could not be delayed due to the timing of the contract to purchase the property. Mr. Nay asked why he feels the zone change should be made. Mr. Collotzi replied that he is a self-made business owner and that it makes sense that this area should be zoned as a heavier use given the proximity to I-215 freeway. Mr. Collotzi stated that because there is a large building and the property is run down that it could be cleaned up. Mr. Collotzi added that he met with two City Councilmen to get their feedback. After having the meetings, there was a positive feeling about moving forward even though the zoning needs to be changed.

The meeting was opened for public comment.

Jennifer Sorensen, 180 West Winchester Street, stated that she is also a self-made business owner and the reason she purchased the property was to put her commercial day care in a home. The point of the R-N-B zone was to have businesses that are run out of buildings that look like homes, such as her daycare. Ms. Sorensen stated she is representing several businesses in the area, all of whom are out of town, and was asked to read letters from them. Ms. Sorensen read a letter from Brian, Pam, Bryce and Mary Demann, that stated concerns about keeping the area as homes and a nice place to live. Ms. Sorensen read a letter from Matt Jackson that states he is opposed to any industrial or fabrication business in the neighborhood, even though Winchester Street is a busy street it is a neighborhood with homes. Smaller, low impact business such as daycare, book store, and office space don't impact lives like the sound of sheet metal and big trucks.

Paul Sorensen, 6657 South 630 West, stated he opened up a business with Ms. Sorensen and wanted it noted that she lives on the premises. Mr. Sorensen stated that he was previously in the same situation as Mr. Collotzi and would be willing to work to allow his business to go in as long as the house is kept up front and the business in the rear. Mr. Sorensen added that he does have a concern if the zone is changed to Mixed-Use because something else could happen. Mr. Sorensen stated that he has additional concerns about the vagrants that walk up and down Winchester Street and have lit his daycare on fire, camped out on his property, trespassed and accosted people. Mr. Sorensen feels that if we maintain the R-N-B zone it will help to lessen these issues and support the neighborhood.

Orlando Perez, 3858 Valley West Drive, stated he is a parent of the daycare and he has had his vehicle broken into, window bashed and is concerned that the vagrants will increase if they learn a business is in the area that deals with scrap metal. Mr. Perez is also concerned that a truck from the proposed HVAC business could become out of control and endanger his child who attends that day care.

Kim Chatterton, 172 Mill Road, stated she represents the seller of the property, Jeff. Ms. Chatterton asked if the area behind the property was already zoned Mixed-Use. Mr. Hall answered that it is not zoned Mixed-Use, it is actually zoned as M-G. Ms. Chatterton asked what the proposed suggestion would be from the future study. Ms. Chatterton suggested that Mr. Collotzi clarify what his business use is, as she feels it has been misinterpreted.

The public comment portion for this agenda item was closed.

Mr. Collotzi stated that he could care less what his business use is or that it needs to be clarified, the goal is to just get his business in there. Mr. Collotzi stated he does not manufacture things, he buys things and installs them at other places, so it's a storage place from which they load material and go to job sites. Mr. Nay asked if he receives deliveries and what size the vehicles are that deliver. Mr. Collotzi answered yes, about 5 a week and it's a box van. The vehicles that are owned by Mr. Collotzi are pickup trucks and vans. Mr. Nay asked how many work vehicles are going to be stored on the property. Mr. Collotzi answered that he does not want to answer that question out of fear that vagrants might know how many vehicles he owns and would not even advertise his business name, so it does not get broken into. Mr. Collotzi stated he plans on building an additional structure to secure his vehicles in. Mr. Nay asked how employees he employs. Mr. Collotzi replied that he has 16 employees.

Mr. Woodbury stated that the challenge here is not about the application in particular, but that once the zone is changed the city would in a way lose control over what can be in there. It has the potential to become a Mixed-Use development with commercial on the bottom and high density residential on the top, which is the real concern. It would be good to see what results the study returns. Mr. Hall added that he and Mr. Collotzi have explored all of the options to see if this business could possibly operate under any other circumstances at this location. Mr. Hall addressed the question about what kind of ideas the City may have about results the study might return and stated that Staff doesn't go into it with any preconceived notions and lets the consultant guide that from the get go. We never know what we are going to get.

Mr. Markham stated that in his opinion, if there was way to permit this business as it has been presented, there is no problem with it being there. However, the zone that allows this business is a broad zone and even a business with good intentions can have the need for unforeseen change that could have a negative impact on this neighborhood. Mr. Markham added that he is not comfortable in taking that big a step at this time, especially with a study for the area pending.

Mr. Woodbury stated that the Planning Commission is a recommending body and the City Council ultimately makes the decision. Sometimes they go with what we recommend and sometimes they go against it.

Ms. Milkavich added that she appreciates Mr. Collotzi and his business and would like him to stay in Murray and be allowed to go into this location but feels hesitant to support a zone change for all the reasons stated previously. It would be wise to research the area and use it appropriately.

Mr. Markham stated that he favors the R-N-B zone as a transition zone between semi-commercial and neighborhoods. It is very important in Murray. We have a lot of arterials that run through Murray and back onto established neighborhoods. The R-N-B zone has proven to be a very effective way to manage the transition from commercial and higher density zones to the neighborhood zones. Mr. Markham added that he does not feel it is appropriate to spot-zone properties within zones.

Mr. Collotzi stated that he understands the concerns about what would happen if he sold or went out of business and left land that is zoned M-Um and asked if there is anyway he could legally tie it up and say if he leaves the property that it rolls back to the R-N-B Zone, or only consider a rezone of the back parcel and not the front. Mr. Nay stated legally it is what is it.

Mr. Wilson added that it is very hard to do a down zone.

Mr. Woodbury made a motion to forward a recommendation of denial to the City Council for the requested amendment to the General Plan Future Land Use Map designation of the property located at 160 West Winchester Street from Residential to Mixed Use.

Seconded by Mr. Markham.

Call vote recorded by Mr. Hall.

 A Scot Woodbury
 A Phil Markham
 A Sue Wilson
 A Lisa Milkavich
 A Ned Hacker
 A Travis Nay

Motion passed 6-0

Mr. Markham made a motion to forward a recommendation of denial to the City Council for the for the requested amendment to the Zoning Map designation of the property located at 160 West Winchester Street from R-N-B, Residential Neighborhood Business, to M-U, Mixed Use.

Seconded by Mr. Hacker.

Call vote recorded by Mr. Hall.

 A Phil Markham
 A Ned Hacker
 A Lisa Milkavich
 A Sue Wilson
 A Scot Woodbury
 A Travis Nay

Motion passed 6-0

ELECTION OF CHAIR & VICE– CHAIR for 2019

Mr. Nay opened nominations for Chair and Vice Chair for 2019.

Mr. Markham made a motion to nominate Ned Hacker as Chair and Sue Wilson as Vice Chair.

Mr. Nay asked for a second to Mr. Markham's motion.

Seconded by Ms. Milkavich.

Call vote recorded by Mr. Hall.

 A Phil Markham
 A Lisa Milkavich
 A Ned Hacker



TO: Murray City Planning Commission

FROM: Murray City Community & Economic Development Staff

DATE OF REPORT: January 10, 2019

DATE OF HEARING: January 17, 2019

PROJECT NAME: K C Heating & Air

PROJECT NUMBER: 18-152 & 18-153

PROJECT TYPE: General Plan Amendment, Zoning Map Amendment

APPLICANT: Kevin Collotzi

PROPERTY ADDRESS: 160 West Winchester Street

SIDWELL #: 21-24-276-001, 21-24-276-002

EXISTING ZONE: R-N-B, Residential Neighborhood Business

PROPOSED ZONE: M-U, Mixed Use

EXISTING FUTURE LAND USE DESIGNATION: Residential Business

PROPOSED FUTURE LAND USE DESIGNATION: Mixed Use

PROPERTY SIZE: .28 acres

I. REQUEST:

The applicant is requesting approval for amendments to the Murray City Future Land Use Map and Zoning Map for the subject property. The requested Future Land Use Map amendment is from a designation of Residential Business to Mixed Use. The requested Zoning Map amendment is from a designation of R-N-B, Residential Neighborhood Business to M-U, Mixed Use.

II. BACKGROUND AND REVIEW

Background

The subject property is comprised of two parcels on the north side of Winchester Street near the Fashion Place West TRAX station property. The property is adjacent to Interstate 215 on the north. The property was zoned A-1, Agriculture

until 2015 when the previous owners requested a zone change to R-N-B, which Staff supported. Many properties with frontage on the north side of Winchester Street from 900 East to the TRAX station have been identified to be rezoned to R-N-B in both the previous and current General Plan.

The applicant owns a Heating and Air Conditioning business and would like to purchase the property and move his business operations to this property. Contractors are not allowed in the R-N-B zone. Mixed Use zoning will allow Contract Construction Services with less than 12,000 square feet and without outdoor storage as a Permitted Use.

Surrounding Land Uses & Zoning

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
North	Transportation (I-215)	
South	single family residential	R-1-8 & R-N-B
East	single family residential	R-N-B
West	residential, commercial (dance studio)	R-N-B

Zoning Districts & Allowed Land Uses

- Existing: The existing R-N-B, Residential Neighborhood Business zone allows professional and business services and office uses that are compatible with nearby and surrounding residential uses. Examples include dentists, family doctors, optometrists, travel agencies, real estate agencies, insurance agencies, architects, and law offices. The R-N-B zone allows single and two-family development, but excludes multi-family residential uses. The R-N-B zone enumerates requirements limiting the commercial and/or office development of properties in order to mitigate potential impacts to the adjacent or surrounding residential uses and creates a buffer and transition from the high-traffic corridors. The R-N-B zone also requires that the scale, location on the site, and massing of the buildings be considered, limits building heights and requires a landscaped buffer and wall adjacent to residential zoning is required.
- Proposed: The proposed M-U, Mixed Use zone allows office, industrial, and commercial uses alone, and allows high-density, multi-family housing developments with a required ground floor commercial component. The M-U zone will allow contract construction services like the applicant's heating and air conditioning business on a limited scale and with no outdoor storage. Notable exclusions from the M-U zone are vehicle sales, vehicle repair, and single-family detached residential dwellings.

General Plan & Future Land Use Designations

Map 5.7 of the Murray City General Plan (the Future Land Use Map) identifies future land use designations for all properties in Murray City. The designation of a property is tied to corresponding purpose statements and zones. These "Future Land Use Designations" are intended to help guide decisions about the zoning of properties.

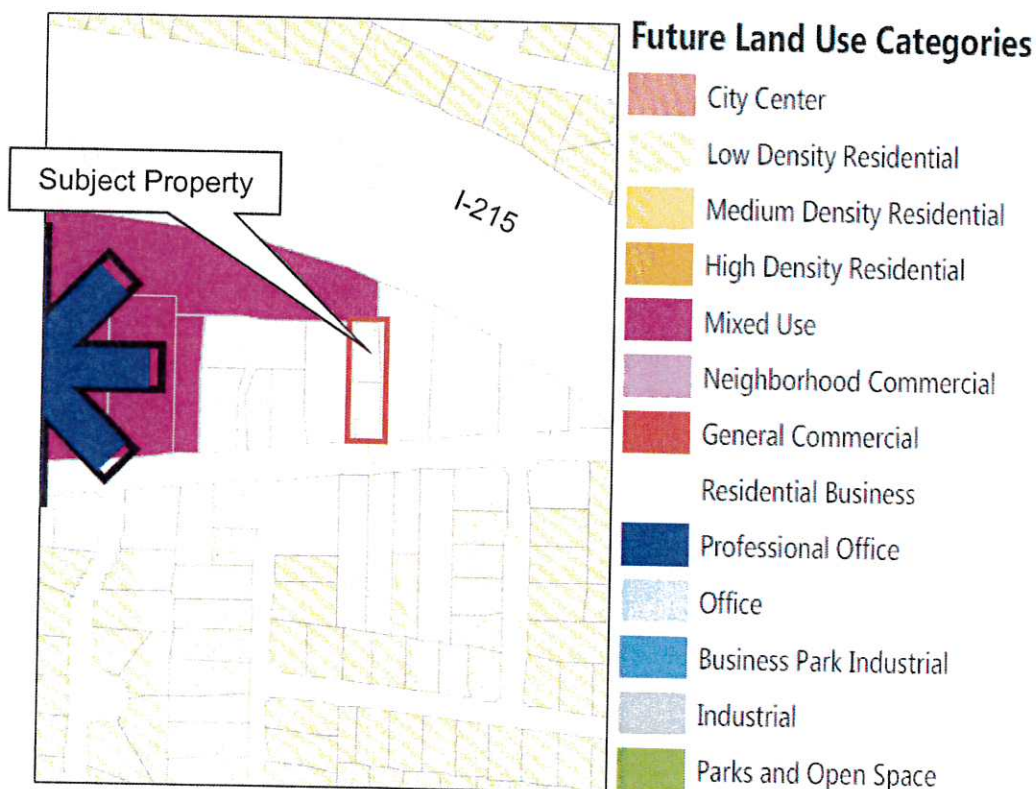
- Existing: The subject properties are currently designated as "Residential Business". The Residential Business designation allows for attached dwellings or small scale commercial development in predominantly residential areas. It is intended for use in small areas or along corridors as opposed to large centers or complexes. It is anticipated to be used where non-residential development can follow a similar development pattern (setbacks, landscaping, scale, and architecture) as the surrounding residential context. The only corresponding zoning designations is the R-N-B, Residential Neighborhood Business zone. This designation was applied to the subject properties along with other properties between 900 East and the UTA TRAX station along the north side of Winchester Street in the General Plan adopted in 2017 as it had been in the previously adopted General Plan. The Residential Business designation has also been applied to properties on the south frontage of Winchester Street near the TRAX station as a buffer to the large single-family area adjacent there.
- Proposed: The applicants have proposed amending the Future Land Use Map designation of the properties to "Mixed Use". The Mixed Use designation is intended for the city center and transit station areas where higher density, mixed use development is compatible with the surrounding area and where there is access to urban public services and high capacity transit. The designation is intended to allow high-density multi-dwelling structures with a mix of uses in the same building or complex.

Station Area Plan

Community Development has applied for and will receive grant funding to hire consultants to work with the City to develop a Station Area Plan for the Fashion Place West TRAX station during 2019. The Station Area Plan will directly consider and impact the subject properties of this application, along with other properties in the surrounding area. Staff recognizes that there is potential for change; however, that change must be carefully considered and is not appropriate for individual properties. Careful consideration and analysis will be undertaken this year, and Staff strongly recommends that changes to the Future Land Use Map or the Zoning Map on these properties or any others in this area without the benefit of that consideration would be inappropriate at this time.

Compatibility

The subject property is located on the north side of Winchester Street near the Fashion Place West TRAX station parking lot. The land uses and zoning designations in the surrounding area are a mix of residential, industrial, and neighborhood oriented business and office. Significantly, these properties and the adjacent properties on the east and west have all been rezoned to R-N-B since the zone was conceived and implemented after the adoption of the 2003 General Plan and the Future Land Use Map designated this frontage as an area where Murray City should support the transition of zoning and land uses on the frontage of Winchester Street from residential to neighborhood oriented businesses and office.



III. CITY DEPARTMENT REVIEW

A Planning Review Meeting was held on Monday, December 31, 2018 where the proposed amendments were considered by City Staff from various departments. There were no comments from City Departments to be forwarded to the Planning Commission at this time with the exception of a recommendation of denial from the City Engineer and his statement of support for the Community Development Staff's assessment and recommendation.

IV. PUBLIC INPUT

Notices were sent to all property owners within 500 feet of the subject property. No public input has been received as of the date of this report.

V. ANALYSIS & CONCLUSIONS

A. Is there need for change in the Zoning at the subject location for the neighborhood or community?

Staff does not find a need for a change of zoning at the subject location. The current zoning is in harmony with the Future Land Use map and General Plan which were carefully considered and adopted in 2017. Without further study, Staff does not recommend making adjustments at this time.

B. If approved, how would the range of uses allowed by the Zoning Ordinance blend with surrounding uses?

The limited uses and design constraints of the existing R-N-B zone are appropriate for the location of the subject property. The much more extensive and varied uses of the proposed M-U, Mixed Use Zone are not appropriate at this time, and without consideration in conjunction with other properties and the area as a whole.

C. What utilities, public services, and facilities are available at the proposed location? What are or will be the probable effects the variety of uses may have on such services?

Staff would expect no adverse impacts to services as a result of development allowed under the existing R-N-B zone with the exception of additional light traffic. Conversely, the potential impacts to utilities and services from the kinds of potential development allowed by the proposed Mixed Use zone can be very significant. Areas of the city where M-U zoning has been applied have been carefully considered with respect to the available utilities and infrastructure, and with respect to the capital improvement plans.

VI. FINDINGS

1. Re-designation of the Future Land Use Map and Zoning Map for the subject property as requested erode a pattern established and continued through two iterations of the Murray City General Plan spanning more than a decade, and recently re-affirmed. Changes without in-depth study and consideration of all properties in the surrounding area would be inappropriate.

2. The requested amendments have been carefully considered based on the characteristics of the site and surrounding area and the policies and objectives of the 2017 Murray City General Plan, and have been found to be contrary to the goals of the Plan.
3. The proposed amendment of the Zoning Map from M-U to R-M-15 is not in harmony with goals and objectives of the General Plan, and Staff finds that it would be inappropriate to amend the recently adopted General Plan, as well as the Zoning Map in support of this application.

VII. STAFF RECOMMENDATION

The requests have been reviewed together in the Staff Report and the findings and conclusions apply to both recommendations from Staff; however, the Planning Commission must take actions on each request individually. Two separate recommendations are provided below:

A. REQUEST TO AMEND THE MURRAY CITY GENERAL PLAN

Based on the background, analysis, and the findings in this report, Staff recommends that the Planning Commission **forward a recommendation of DENIAL to the City Council for the requested amendment to the General Plan Future Land Use Map designation of the property located at 160 West Winchester Street from Residential Business to Mixed Use.**

B. REQUEST TO AMEND THE MURRAY CITY ZONING MAP

Based on the background, analysis, and the findings within this report, Staff recommends that the Planning Commission **forward a recommendation of DENIAL to the City Council for the requested amendment to the Zoning Map designation of the property located at 160 West Winchester Street from R-N-B, Residential Neighborhood Business to M-U, Mixed Use.**

Jared Hall
CED Supervisor
801-270-2427
jhall@murray.utah.gov

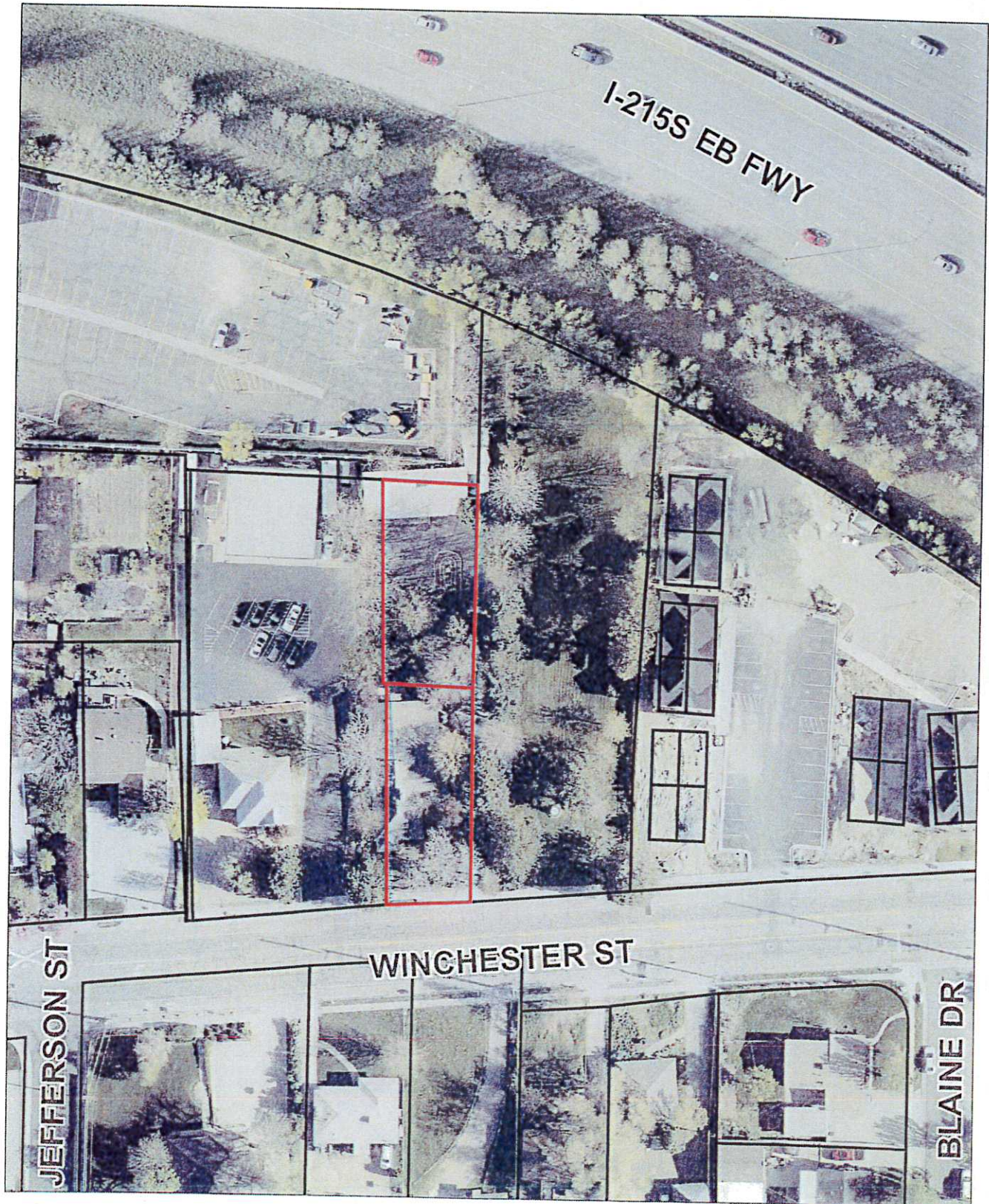
Site Information



160 West Winchester Street



MURRAY
ADMINISTRATIVE &
DEVELOPMENT SERVICES





January 3, 2019

NOTICE OF PUBLIC MEETING

This notice is to inform you of a Planning Commission meeting scheduled for Thursday, January 17th, 2019 at 6:30 p.m., in the Murray City Municipal Council Chambers, located at 5025 S. State Street.

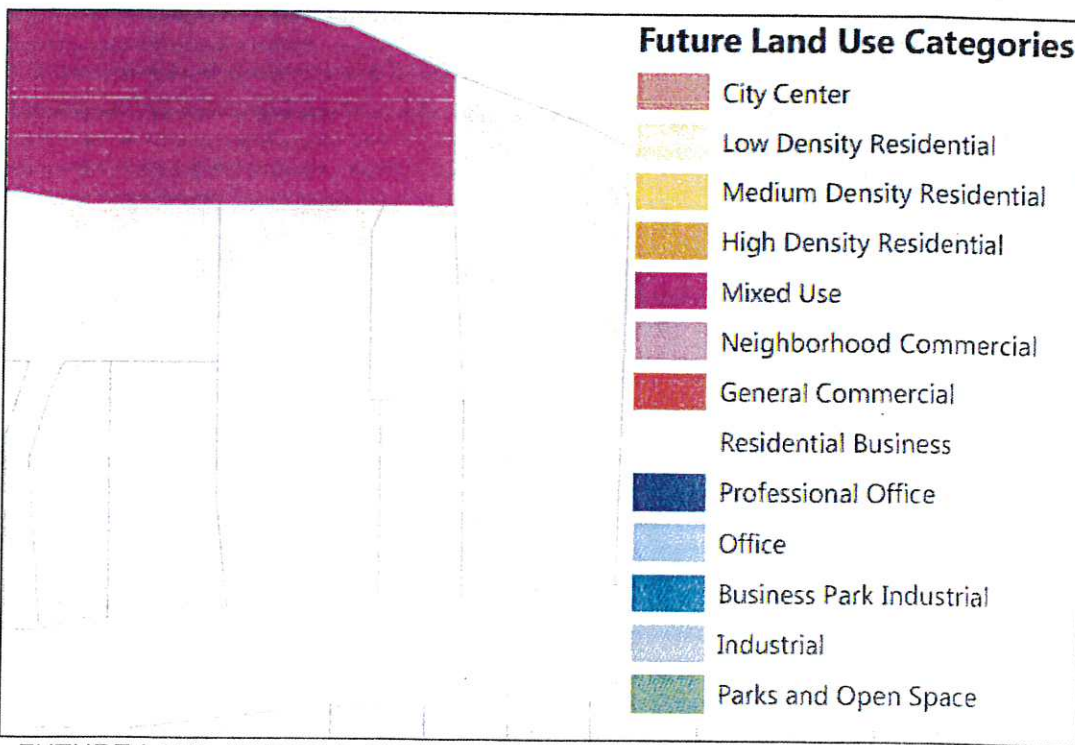
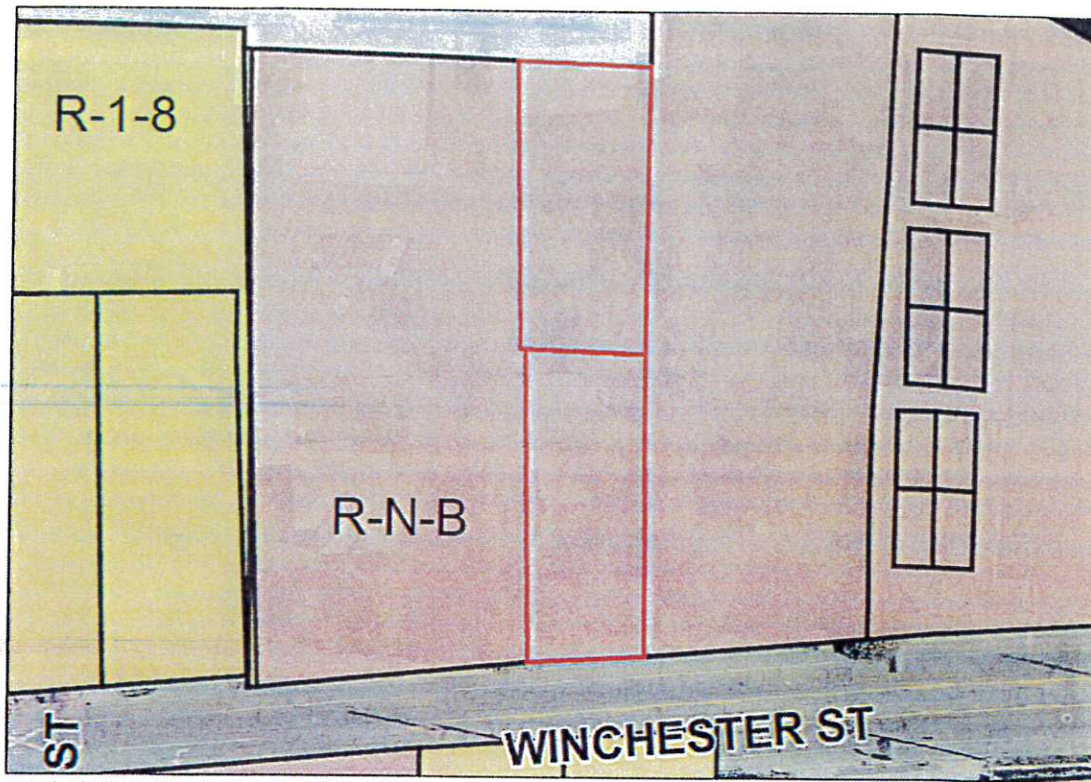
Representatives of KC Heating and Air are requesting a General Plan Amendment to change the Future Land Use Map designation from Residential Business to Mixed Use and a Zone Map Amendment from R-N-B (Residential Neighborhood Business) Zone to M-U (Mixed Use) Zone for the property located at 160 West Winchester Street. Please see the attached map segments.

This notice is being sent to you because you own property within the near vicinity. If you have questions or comments concerning this proposal, please call Zachary Smallwood, with the Murray City Community Development Division at 801-270-2420, or e-mail to zsmallwood@murray.utah.gov.

Special accommodations for the hearing or visually impaired will be 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. TTY is Relay Utah at #711.

160 West Winchester Street





MURRAY CITY CORPORATION
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 17th day of January, 2019, 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 and pertaining to General Plan Amendment from Residential Business to Mixed Use and a Zone Map Amendment from R-N-B (Residential Neighborhood Business) Zone to M-U (Mixed Use) Zone for the properties located at approximately: 160 West Winchester Street, Murray City, Salt Lake County, State of Utah.

Jared Hall, Supervisor
Community & Economic Development

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News

Utah
Media
Group

The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

FILE COPY

CUSTOMER NAME AND ADDRESS		ACCOUNT NUMBER
MURRAY CITY RECORDER, 5025 S STATE, ROOM 113 MURRAY, UT 84107		9001341938
ACCOUNT NAME		DATE
MURRAY CITY RECORDER,		1/7/2019
TELEPHONE	ORDER # / INVOICE NUMBER	
8012642660	0001238696 /	
PUBLICATION SCHEDULE		
START 01/06/2019 END 01/06/2019		
CUSTOMER REFERENCE NUMBER		
K C HEATING PH		
CAPTION		
MURRAY CITY CORPORATION NOTICE OF PUBLIC HEARING NOTICE IS HEREBY G		
SIZE		
35 LINES	1 COLUMN(S)	
TIMES	TOTAL COST	
3	63.80	

MURRAY CITY CORPORATION
NOTICE OF
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Jared Hall, Supervisor
Community & Economic Development
1238696 UPALP

KE Heating
Gen Plant
Bozone

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF MURRAY CITY CORPORATION NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that on the 17th day of January, 2019, at the hour of 6:30 p.m. of said day in the Cou FOR MURRAY CITY RECORDER, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, 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 INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 01/06/2019 End 01/06/2019

DATE 1/7/2019

SIGNATURE

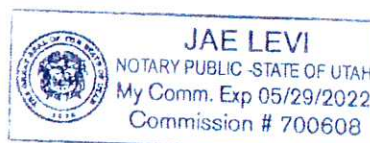
Jared Hall

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 6TH DAY OF JANUARY IN THE YEAR 2018

BY LORAIN GUDMUNDSON.



Jae Levi

NOTARY PUBLIC SIGNATURE

Application Materials

#19-008

GENERAL PLAN AMENDMENT APPLICATION

Type of Application (check all that apply):

☐ Text Amendment

☒ Map Amendment

Subject Property Address: 160 Winchester Street Mary, UT 84107

Parcel Identification (Sidwell) Number: 21-24-276-001 + 21-24-276-002

Parcel Area: .28 Current Use: Residential

Land Use Designation: RNB Proposed Designation: M-U

Applicant Name: Kevin Collotzi

Mailing Address: P.O. Box 572461

City, State, ZIP: Mary UT 84107

Daytime Phone #: 801-694-5252 Fax #:

Email Address: kevincollotzi@yahoo.com

Business Name (If applicable): 12C Heating & Air

Property Owner's Name (If different): Jeffrey Pumas

Property Owner's Mailing Address: P.O. Box 575792

City, State, Zip: SLC UT 84157

Daytime Phone #: 801-330-6993 Fax #:

Describe your request in detail (use additional page if necessary):

I would like to use the back old
buildings for my heating & air conditioning
storage for my business

Authorized Signature: [Signature] Date:

ZONING AMENDMENT APPLICATION

Type of Application (check all that apply):

- ☒ Zoning Map Amendment
☐ Text Amendment
☐ Complies with General Plan
☐ Yes ☒ No

Subject Property Address: 160 Winchester Street Murry, Ut 84107

Parcel Identification (Sidwell) Number: 21-24-276-001 & 21-24-276-002

Parcel Area: .28 Current Use: ~~R#B~~ Resident

Existing Zone: RNB Proposed Zone: M-U

Applicant Name: Kevin Collotzi

Mailing Address: P.O. Box 572461

City, State, ZIP: Murry Ut 84107

Daytime Phone #: 801-694-5252 Fax #:

Email address: kevincollotzi@yahoo.com

Business Name (If applicable): KC Heating

Property Owner's Name (If different): Jeffrey Dumas

Property Owner's Mailing Address: PO Box 575792

City, State, Zip: SLC Ut 84157

Daytime Phone #: 801-330-6993 Fax #:

Describe your reasons for a zone change (use additional page if necessary):

I would like to use the back
buildings for my heating & Air Conditioning
storage for my business

Authorized Signature: [Signature] Date: 12/26/18

Property Owners Affidavit

I (we) Jeffrey Dumas, being first duly sworn, depose and say that I (we) Jeffrey Dumas am (are) the owner of the property involved in this application that I (we) have read the application and attached plans and other exhibits and are familiar with its contents and that our signature(s) are in all respects true and correct based upon my personal knowledge.

Jeffrey Dumas
Owner's Signature

Owner's Signature (co-owner if any)

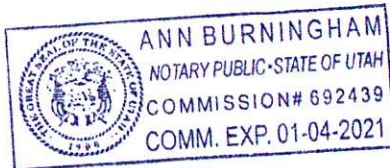
Subscribed and sworn to before me this 26 day of December, 2018

Ann Burningham

Notary Public

Residing in Riverton, UT 84065

My commission expires: 1-4-2021



Agent Authorization

I (we), _____, the owner(s) of the real property located at

_____, in Murray City, Utah, do hereby appoint

_____, as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize

_____ to appear on my (our) behalf before any City board or commission considering this application.

Owner's Signature

Owner's Signature (co-owner if any)

On the _____ day of _____, 20____, personally appeared before me

_____ the signer(s) of the above Agent Authorization who duly acknowledge to me that they executed the same.

Notary Public

Residing in _____

My commission expires: _____

North American Title Insurance Company
ALTA COMMITMENT FOR TITLE INSURANCE (8/1/16)

EXHIBIT "A" LEGAL DESCRIPTION

(Parcel 1)

Commencing 622.17 feet North and 1255.89 feet West and North 1 degree 22' West 125 feet from the East quarter corner Section 24 Township 2 South, Range 1 West, Salt Lake Base and Meridian, North 2 degrees 22' West 116.13 feet, Southerly 88 degrees 15' East 55.2 feet; South 0 degrees 10' West 115.9 feet, North 88 degrees 21'31" West 52.09 feet to beginning.

Tax Serial No. 21-24-276-001

(Parcel 2)

Commencing 18.19 chains West and 9.50 chains North from the East Quarter corner of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian, South 85 degrees West 49 feet, North 1 degree 17' West 125 feet North 85 degrees East 51 feet South 125 feet to the beginning.

Tax Serial No. 21-24-276-002

Zachary Smallwood

From: Brian Judd <Brian@brianjuddtours.com>
Sent: Friday, January 18, 2019 12:11 PM
To: Zachary Smallwood
Subject: 160 West Winchester St

Good morning Zachary,

Unfortunately I was out of town yesterday and was not able to attend last night's Public Meeting.

The requested amendment to change the Future Land Use Maps designations concerns us. Winchester Street has a constant high traffic rate at this location and any change which would increase traffic would serve to compound the problem. Additionally, there is a School Crossing at 102-118 West Winchester and increased traffic would directly affect this School Zone.

Thank you,
Brian Judd

Brian Judd



102 West Winchester St. # 100

Murray, Utah 84107

(801) 288-1100 - Office

1-800-217-7770 - Toll Free

www.brianjuddtours.com

www.facebook.com/JuddTours

www.instagram.com/brianjuddtours

K C HEATING & AIR
P/C 1/17/19
GEN PLAN & ZONE MAP AMEND
PROJECT #19-008 & 19-009
300' radius + affected entities

Veritas United, Llc
122 W Winchester St #202
Murray UT 84107
** returned in mail**

Winpark Holdings, Llc
63 E 11400 S # 107
Sandy UT 84070
** returned in mail**

Blue Fern Llc
102 W Winchester St #101
Murray UT 84107

Bryce Demann;
Mary B Welch-Demann (Jt)
190 W Winchester St
Murray UT 84107

Gary L Erickson; Tracy L Erickson (Jt)
2017 W 12310 S
Riverton UT 84065

John E Tibolla; Lucile M Tibolla
135 W Winchester St
Murray UT 84107

Matthew K Jackson;
Ashley C Jackson (Jt)
198 W Winchester St
Murray UT 84107

Newport Re Inc
179 W Winchester St
Murray UT 84107

Purple Lizzard Llc
170 W Winchester St
Murray UT 84107

Bill Of Rights, Llc
325 Front St #413
Evanston WY 82930

Brad Olsen; Velia Olsen (Jt)
1744 E 11400 S
Sandy UT 84092

Gustavo Meza
6426 S Blaine Dr
Murray UT 84107

Jeffrey H Dumas
Po Box 57592
Salt Lake City UT 84157

John E Tibolla;
Lucile Tibolla (Jt)
135 W Winchester St
Murray UT 84107

Matthew K Jackson;
Ashley C Jackson (Jt)
198 W Winchester St
Murray UT 84107

Purple Lizard Llc
700 E 5600 S
Murray UT 84107

Rachel Carlson
6430 S Jefferson St
Murray UT 84107

Sha Rai; Damber Rai (Jt)
111 W Winchester St
Murray UT 84107

Winchester Office Park Condominiums
325 Front St # 413
Evanston WY 82930

Bah Liv Tr
6441 S Jefferson St
Murray UT 84107

Bryan Demann; Pamela Demann (Jt)
194 W Winchester St
Murray UT 84107

Dpph Llc
114 W Winchester St #101
Murray UT 84107

Jennifer R Sorensen
180 W Winchester St
Murray UT 84107

L L C Erickson Investments
4294 S 615 E
Murray UT 84107

Michael D Hendrickson; Ramona J
Hendrickson (Jt)
9307 S Mountain Laurel Ln
West Jordan UT 84081

Ronald B Campbell;
Shamie J Campbell (Jt)
6436 S Blaine Dr
Murray UT 84107

Utah Transit Authority
Po Box 30810
Salt Lake City UT 84130

Ryan C Hume; Sara J Hume (Jt)
9570 Hawkstone Way
Parker CO 80134

P/C AGENDA MAILINGS
"AFFECTED ENTITIES"
Updated 11/2017

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: STEPHANIE WRIGHT
5250 S COMMERCE DR #180
MURRAY UT 84107

MURRAY SCHOOL DIST
ATTN: ROCK BOYER
5102 S Commerce Drive
MURRAY UT 84107

MIDVALE CITY
PLANNING DEPT
7505 S HOLDEN STREET
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

DOMINION ENERGY
ATTN: BRAD HASTY
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
2277 E Bengal Blvd
Cottonwood Heights, UT 84121

SANDY CITY
PLANNING & ZONING
10000 CENTENNIAL PRKWY
SANDY UT 84070

UTOPIA
Attn: JAMIE BROTHERTON
5858 So 900 E
MURRAY UT 84121

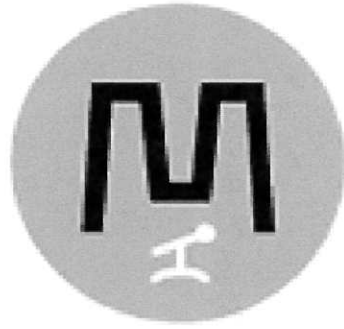
COMCAST
ATTN: GREG MILLER
1350 MILLER AVE
SLC UT 84106

MILLCREEK
Attn: Planning & Zoning
3330 South 1300 East
Millcreek, UT 84106

GENERAL PLAN MAILINGS:

WASATCH FRONT REG CNCL
PLANNING DEPT
295 N JIMMY DOOLITTLE RD
SLC UT 84116

UTAH AGRC
STATE OFFICE BLDG #5130
SLC UT 84114



MURRAY
CITY COUNCIL

Discussion Item #3



MURRAY

Murray Power

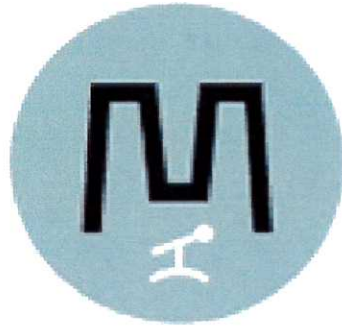
Quarterly Power Report

Council Action Request

Committee of the Whole

Meeting Date: February 19, 2019

Department Director Blaine Haacke, General Manager Phone # 801-264-2715 Presenters Blaine Haacke Required Time for Presentation 30 Minutes Is This Time Sensitive No Mayor's Approval Date February 8, 2019	Purpose of Proposal Quarterly Power Update Action Requested Informational only. Attachments Oral presentation. Budget Impact None Description of this Item
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MURRAY
CITY COUNCIL

Discussion Item #4



Murray City Attorney's Office

Annual Open & Public Meeting Training

Council Action Request

Committee of the Whole

Meeting Date: February 19, 2019

Department Director G.L. Critchfield, City Attorney	Purpose of Proposal Annual Open & Public Meeting Training.
Phone # 801-264-2640	Action Requested Informational only.
Presenters G.L. Critchfield	Attachments Oral presentation.
	Budget Impact None
	Description of this Item
Required Time for Presentation 10 Minutes	
Is This Time Sensitive No	
Mayor's Approval	
Date February 8, 2019	

Chapter 4 Open and Public Meetings Act

Part 1 General Provisions

52-4-101 Title.

This chapter is known as the "Open and Public Meetings Act."

Enacted by Chapter 14, 2006 General Session

52-4-102 Declaration of public policy.

- (1) The Legislature finds and declares that the state, its agencies and political subdivisions, exist to aid in the conduct of the people's business.
- (2) It is the intent of the Legislature that the state, its agencies, and its political subdivisions:
 - (a) take their actions openly; and
 - (b) conduct their deliberations openly.

Renumbered and Amended by Chapter 14, 2006 General Session

52-4-103 Definitions.

As used in this chapter:

- (1) "Anchor location" means the physical location from which:
 - (a) an electronic meeting originates; or
 - (b) the participants are connected.
- (2) "Capitol hill complex" means the grounds and buildings within the area bounded by 300 North Street, Columbus Street, 500 North Street, and East Capitol Boulevard in Salt Lake City.
- (3)
 - (a) "Convening" means the calling together of a public body by a person authorized to do so for the express purpose of discussing or acting upon a subject over which that public body has jurisdiction or advisory power.
 - (b) "Convening" does not include the initiation of a routine conversation between members of a board of trustees of a large public transit district if the members involved in the conversation do not, during the conversation, take a tentative or final vote on the matter that is the subject of the conversation.
- (4) "Electronic meeting" means a public meeting convened or conducted by means of a conference using electronic communications.
- (5) "Electronic message" means a communication transmitted electronically, including:
 - (a) electronic mail;
 - (b) instant messaging;
 - (c) electronic chat;
 - (d) text messaging, as that term is defined in Section 76-4-401; or
 - (e) any other method that conveys a message or facilitates communication electronically.
- (6)
 - (a) "Meeting" means the convening of a public body or a specified body, with a quorum present, including a workshop or an executive session, whether in person or by means of electronic communications, for the purpose of discussing, receiving comments from the public about, or

acting upon a matter over which the public body or specific body has jurisdiction or advisory power.

- (b) "Meeting" does not mean:
 - (i) a chance gathering or social gathering;
 - (ii) a convening of the State Tax Commission to consider a confidential tax matter in accordance with Section 59-1-405; or
 - (iii) a convening of a three-member board of trustees of a large public transit district as defined in Section 17B-2a-802 if:
 - (A) the board members do not, during the conversation, take a tentative or final vote on the matter that is the subject of the conversation; or
 - (B) the conversation pertains only to day-to-day management and operation of the public transit district.
- (c) "Meeting" does not mean the convening of a public body that has both legislative and executive responsibilities if:
 - (i) no public funds are appropriated for expenditure during the time the public body is convened; and
 - (ii) the public body is convened solely for the discussion or implementation of administrative or operational matters:
 - (A) for which no formal action by the public body is required; or
 - (B) that would not come before the public body for discussion or action.
- (7) "Monitor" means to hear or observe, live, by audio or video equipment, all of the public statements of each member of the public body who is participating in a meeting.
- (8) "Participate" means the ability to communicate with all of the members of a public body, either verbally or electronically, so that each member of the public body can hear or observe the communication.
- (9)
 - (a) "Public body" means:
 - (i) any administrative, advisory, executive, or legislative body of the state or its political subdivisions that:
 - (A) is created by the Utah Constitution, statute, rule, ordinance, or resolution;
 - (B) consists of two or more persons;
 - (C) expends, disburses, or is supported in whole or in part by tax revenue; and
 - (D) is vested with the authority to make decisions regarding the public's business; or
 - (ii) any administrative, advisory, executive, or policymaking body of an association, as that term is defined in Section 53G-7-1101, that:
 - (A) consists of two or more persons;
 - (B) expends, disburses, or is supported in whole or in part by dues paid by a public school or whose employees participate in a benefit or program described in Title 49, Utah State Retirement and Insurance Benefit Act; and
 - (C) is vested with authority to make decisions regarding the participation of a public school or student in an interscholastic activity, as that term is defined in Section 53G-7-1101.
 - (b) "Public body" includes:
 - (i) an interlocal entity or joint or cooperative undertaking, as those terms are defined in Section 11-13-103;
 - (ii) a governmental nonprofit corporation as that term is defined in Section 11-13a-102; and
 - (iii) the Utah Independent Redistricting Commission.
 - (c) "Public body" does not include:
 - (i) a political party, a political group, or a political caucus;

- (ii) a conference committee, a rules committee, or a sifting committee of the Legislature;
- (iii) a school community council or charter trust land council, as that term is defined in Section 53G-7-1203;
- (iv) the Economic Development Legislative Liaison Committee created in Section 36-30-201;
- (v) a taxed interlocal entity, as that term is defined in Section 11-13-602; or
- (vi) the following Legislative Management subcommittees, which are established in Section 36-12-8, when meeting for the purpose of selecting or evaluating a candidate to recommend for employment, except that the meeting in which a subcommittee votes to recommend that a candidate be employed shall be subject to the provisions of this act:
 - (A) the Research and General Counsel Subcommittee;
 - (B) the Budget Subcommittee; and
 - (C) the Audit Subcommittee.
- (10) "Public statement" means a statement made in the ordinary course of business of the public body with the intent that all other members of the public body receive it.
- (11)
 - (a) "Quorum" means a simple majority of the membership of a public body, unless otherwise defined by applicable law.
 - (b) "Quorum" does not include a meeting of two elected officials by themselves when no action, either formal or informal, is taken on a subject over which these elected officials have advisory power.
- (12) "Recording" means an audio, or an audio and video, record of the proceedings of a meeting that can be used to review the proceedings of the meeting.
- (13) "Specified body":
 - (a) means an administrative, advisory, executive, or legislative body that:
 - (i) is not a public body;
 - (ii) consists of three or more members; and
 - (iii) includes at least one member who is:
 - (A) a legislator; and
 - (B) officially appointed to the body by the president of the Senate, speaker of the House of Representatives, or governor; and
 - (b) does not include a body listed in Subsection (9)(c)(ii) or (9)(c)(vi).
- (14) "Transmit" means to send, convey, or communicate an electronic message by electronic means.

Amended by Statewide Initiative -- Proposition 4, Nov. 6, 2018

52-4-104 Training.

- (1) The presiding officer of the public body shall ensure that the members of the public body are provided with annual training on the requirements of this chapter.
- (2) The presiding officer shall ensure that any training described in Subsection (1) complies with Title 63G, Chapter 22, State Training and Certification Requirements.

Amended by Chapter 200, 2018 General Session

Part 2 Meetings

52-4-201 Meetings open to the public -- Exceptions.

- (1) A meeting is open to the public unless closed under Sections 52-4-204, 52-4-205, and 52-4-206.
- (2)
 - (a) A meeting that is open to the public includes a workshop or an executive session of a public body in which a quorum is present, unless closed in accordance with this chapter.
 - (b) A workshop or an executive session of a public body in which a quorum is present that is held on the same day as a regularly scheduled public meeting of the public body may only be held at the location where the public body is holding the regularly scheduled public meeting unless:
 - (i) the workshop or executive session is held at the location where the public body holds its regularly scheduled public meetings but, for that day, the regularly scheduled public meeting is being held at different location;
 - (ii) any of the meetings held on the same day is a site visit or a traveling tour and, in accordance with this chapter, public notice is given;
 - (iii) the workshop or executive session is an electronic meeting conducted according to the requirements of Section 52-4-207; or
 - (iv) it is not practicable to conduct the workshop or executive session at the regular location of the public body's open meetings due to an emergency or extraordinary circumstances.

Renumbered and Amended by Chapter 14, 2006 General Session

Amended by Chapter 263, 2006 General Session

52-4-202 Public notice of meetings -- Emergency meetings.

- (1)
 - (a)
 - (i) A public body shall give not less than 24 hours' public notice of each meeting.
 - (ii) A specified body shall give not less than 24 hours' public notice of each meeting that the specified body holds on the capitol hill complex.
 - (b) The public notice required under Subsection (1)(a) shall include the meeting:
 - (i) agenda;
 - (ii) date;
 - (iii) time; and
 - (iv) place.
- (2)
 - (a) In addition to the requirements under Subsection (1), a public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule as provided in this section.
 - (b) The public notice under Subsection (2)(a) shall specify the date, time, and place of the scheduled meetings.
- (3)
 - (a) A public body or specified body satisfies a requirement for public notice by:
 - (i) posting written notice:
 - (A) at the principal office of the public body or specified body, or if no principal office exists, at the building where the meeting is to be held; and
 - (B) on the Utah Public Notice Website created under Section 63F-1-701; and
 - (ii) providing notice to:

- (A) at least one newspaper of general circulation within the geographic jurisdiction of the public body; or
- (B) a local media correspondent.
- (b) A public body or specified body is in compliance with the provisions of Subsection (3)(a)(ii) by providing notice to a newspaper or local media correspondent under the provisions of Subsection 63F-1-701(4)(d).
- (c) A public body whose limited resources make compliance with Subsection (3)(a)(i)(B) difficult may request the Division of Archives and Records Service, created in Section 63A-12-101, to provide technical assistance to help the public body in its effort to comply.
- (4) A public body and a specified body are encouraged to develop and use additional electronic means to provide notice of their meetings under Subsection (3).
- (5)
 - (a) The notice requirement of Subsection (1) may be disregarded if:
 - (i) because of unforeseen circumstances it is necessary for a public body or specified body to hold an emergency meeting to consider matters of an emergency or urgent nature; and
 - (ii) the public body or specified body gives the best notice practicable of:
 - (A) the time and place of the emergency meeting; and
 - (B) the topics to be considered at the emergency meeting.
 - (b) An emergency meeting of a public body may not be held unless:
 - (i) an attempt has been made to notify all the members of the public body; and
 - (ii) a majority of the members of the public body approve the meeting.
- (6)
 - (a) A public notice that is required to include an agenda under Subsection (1) shall provide reasonable specificity to notify the public as to the topics to be considered at the meeting. Each topic shall be listed under an agenda item on the meeting agenda.
 - (b) Subject to the provisions of Subsection (6)(c), and at the discretion of the presiding member of the public body, a topic raised by the public may be discussed during an open meeting, even if the topic raised by the public was not included in the agenda or advance public notice for the meeting.
 - (c) Except as provided in Subsection (5), relating to emergency meetings, a public body may not take final action on a topic in an open meeting unless the topic is:
 - (i) listed under an agenda item as required by Subsection (6)(a); and
 - (ii) included with the advance public notice required by this section.
- (7) Except as provided in this section, this chapter does not apply to a specified body.

Amended by Chapter 77, 2016 General Session

52-4-203 Written minutes of open meetings -- Public records -- Recording of meetings.

- (1) Except as provided under Subsection (7), written minutes and a recording shall be kept of all open meetings.
- (2)
 - (a) Written minutes of an open meeting shall include:
 - (i) the date, time, and place of the meeting;
 - (ii) the names of members present and absent;
 - (iii) the substance of all matters proposed, discussed, or decided by the public body which may include a summary of comments made by members of the public body;
 - (iv) a record, by individual member, of each vote taken by the public body;
 - (v) the name of each person who:

- (A) is not a member of the public body; and
- (B) after being recognized by the presiding member of the public body, provided testimony or comments to the public body;
- (vi) the substance, in brief, of the testimony or comments provided by the public under Subsection (2)(a)(v); and
- (vii) any other information that is a record of the proceedings of the meeting that any member requests be entered in the minutes or recording.
- (b) A public body may satisfy the requirement under Subsection (2)(a)(iii) or (vi) that minutes include the substance of matters proposed, discussed, or decided or the substance of testimony or comments by maintaining a publicly available online version of the minutes that provides a link to the meeting recording at the place in the recording where the matter is proposed, discussed, or decided or the testimony or comments provided.
- (3) A recording of an open meeting shall:
 - (a) be a complete and unedited record of all open portions of the meeting from the commencement of the meeting through adjournment of the meeting; and
 - (b) be properly labeled or identified with the date, time, and place of the meeting.
- (4)
 - (a) As used in this Subsection (4):
 - (i) "Approved minutes" means written minutes:
 - (A) of an open meeting; and
 - (B) that have been approved by the public body that held the open meeting.
 - (ii) "Electronic information" means information presented or provided in an electronic format.
 - (iii) "Pending minutes" means written minutes:
 - (A) of an open meeting; and
 - (B) that have been prepared in draft form and are subject to change before being approved by the public body that held the open meeting.
 - (iv) "Specified local public body" means a legislative body of a county, city, town, or metro township.
 - (v) "State public body" means a public body that is an administrative, advisory, executive, or legislative body of the state.
 - (vi) "State website" means the Utah Public Notice Website created under Section 63F-1-701.
 - (b) Pending minutes, approved minutes, and a recording of a public meeting are public records under Title 63G, Chapter 2, Government Records Access and Management Act.
 - (c) Pending minutes shall contain a clear indication that the public body has not yet approved the minutes or that the minutes are subject to change until the public body approves them.
 - (d) A state public body and a specified local public body shall require an individual who, at an open meeting of the public body, publicly presents or provides electronic information, relating to an item on the public body's meeting agenda, to provide the public body, at the time of the meeting, an electronic or hard copy of the electronic information for inclusion in the public record.
 - (e) A state public body shall:
 - (i) make pending minutes available to the public within 30 days after holding the open meeting that is the subject of the pending minutes;
 - (ii) within three business days after approving written minutes of an open meeting:
 - (A) post to the state website a copy of the approved minutes and any public materials distributed at the meeting;
 - (B) make the approved minutes and public materials available to the public at the public body's primary office; and

- (C) if the public body provides online minutes under Subsection (2)(b), post approved minutes that comply with Subsection (2)(b) and the public materials on the public body's website; and
- (iii) within three business days after holding an open meeting, post on the state website an audio recording of the open meeting, or a link to the recording.
- (f) A specified local public body shall:
 - (i) make pending minutes available to the public within 30 days after holding the open meeting that is the subject of the pending minutes;
 - (ii) within three business days after approving written minutes of an open meeting, post and make available a copy of the approved minutes and any public materials distributed at the meeting, as provided in Subsection (4)(e)(ii); and
 - (iii) within three business days after holding an open meeting, make an audio recording of the open meeting available to the public for listening.
- (g) A public body that is not a state public body or a specified local public body shall:
 - (i) make pending minutes available to the public within a reasonable time after holding the open meeting that is the subject of the pending minutes;
 - (ii) within three business days after approving written minutes, make the approved minutes available to the public; and
 - (iii) within three business days after holding an open meeting, make an audio recording of the open meeting available to the public for listening.
- (h) A public body shall establish and implement procedures for the public body's approval of the written minutes of each meeting.
 - (i) Approved minutes of an open meeting are the official record of the meeting.
- (5) All or any part of an open meeting may be independently recorded by any person in attendance if the recording does not interfere with the conduct of the meeting.
- (6) The written minutes or recording of an open meeting that are required to be retained permanently shall be maintained in or converted to a format that meets long-term records storage requirements.
- (7) Notwithstanding Subsection (1), a recording is not required to be kept of:
 - (a) an open meeting that is a site visit or a traveling tour, if no vote or action is taken by the public body; or
 - (b) an open meeting of a local district under Title 17B, Limited Purpose Local Government Entities - Local Districts, or special service district under Title 17D, Chapter 1, Special Service District Act, if the district's annual budgeted expenditures for all funds, excluding capital expenditures and debt service, are \$50,000 or less.

Amended by Chapter 425, 2018 General Session

52-4-204 Closed meeting held upon vote of members -- Business -- Reasons for meeting recorded.

- (1) A closed meeting may be held if:
 - (a)
 - (i) a quorum is present;
 - (ii) the meeting is an open meeting for which notice has been given under Section 52-4-202; and
 - (iii)
 - (A) two-thirds of the members of the public body present at the open meeting vote to approve closing the meeting;

- (B) for a meeting that is required to be closed under Section 52-4-205, if a majority of the members of the public body present at an open meeting vote to approve closing the meeting;
 - (C) for an ethics committee of the Legislature that is conducting an open meeting for the purpose of reviewing an ethics complaint, a majority of the members present vote to approve closing the meeting for the purpose of seeking or obtaining legal advice on legal, evidentiary, or procedural matters, or for conducting deliberations to reach a decision on the complaint; or
 - (D) for the Political Subdivisions Ethics Review Commission established in Section 63A-15-201 that is conducting an open meeting for the purpose of reviewing an ethics complaint in accordance with Section 63A-15-701, a majority of the members present vote to approve closing the meeting for the purpose of seeking or obtaining legal advice on legal, evidentiary, or procedural matters, or for conducting deliberations to reach a decision on the complaint; or
- (b)
- (i) for the Independent Legislative Ethics Commission, the closed meeting is convened for the purpose of conducting business relating to the receipt or review of an ethics complaint, provided that public notice of the closed meeting is given under Section 52-4-202, with the agenda for the meeting stating that the meeting will be closed for the purpose of "conducting business relating to the receipt or review of ethics complaints";
 - (ii) for the Political Subdivisions Ethics Review Commission established in Section 63A-15-201, the closed meeting is convened for the purpose of conducting business relating to the preliminary review of an ethics complaint in accordance with Section 63A-15-602, provided that public notice of the closed meeting is given under Section 52-4-202, with the agenda for the meeting stating that the meeting will be closed for the purpose of "conducting business relating to the review of ethics complaints"; or
 - (iii) for the Independent Executive Branch Ethics Commission created in Section 63A-14-202, the closed meeting is convened for the purpose of conducting business relating to an ethics complaint, provided that public notice of the closed meeting is given under Section 52-4-202, with the agenda for the meeting stating that the meeting will be closed for the purpose of "conducting business relating to an ethics complaint."
- (2) A closed meeting is not allowed unless each matter discussed in the closed meeting is permitted under Section 52-4-205.
 - (3) An ordinance, resolution, rule, regulation, contract, or appointment may not be approved at a closed meeting.
 - (4) The following information shall be publicly announced and entered on the minutes of the open meeting at which the closed meeting was approved:
 - (a) the reason or reasons for holding the closed meeting;
 - (b) the location where the closed meeting will be held; and
 - (c) the vote by name, of each member of the public body, either for or against the motion to hold the closed meeting.
 - (5) Except as provided in Subsection 52-4-205(2), nothing in this chapter shall be construed to require any meeting to be closed to the public.

Amended by Chapter 461, 2018 General Session

52-4-205 Purposes of closed meetings -- Certain issues prohibited in closed meetings.

- (1) A closed meeting described under Section 52-4-204 may only be held for:

- (a) except as provided in Subsection (3), discussion of the character, professional competence, or physical or mental health of an individual;
 - (b) strategy sessions to discuss collective bargaining;
 - (c) strategy sessions to discuss pending or reasonably imminent litigation;
 - (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would:
 - (i) disclose the appraisal or estimated value of the property under consideration; or
 - (ii) prevent the public body from completing the transaction on the best possible terms;
 - (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares, if:
 - (i) public discussion of the transaction would:
 - (A) disclose the appraisal or estimated value of the property under consideration; or
 - (B) prevent the public body from completing the transaction on the best possible terms;
 - (ii) the public body previously gave public notice that the property would be offered for sale; and
 - (iii) the terms of the sale are publicly disclosed before the public body approves the sale;
 - (f) discussion regarding deployment of security personnel, devices, or systems;
 - (g) investigative proceedings regarding allegations of criminal misconduct;
 - (h) as relates to the Independent Legislative Ethics Commission, conducting business relating to the receipt or review of ethics complaints;
 - (i) as relates to an ethics committee of the Legislature, a purpose permitted under Subsection 52-4-204(1)(a)(iii)(C);
 - (j) as relates to the Independent Executive Branch Ethics Commission created in Section 63A-14-202, conducting business relating to an ethics complaint;
 - (k) as relates to a county legislative body, discussing commercial information as defined in Section 59-1-404;
 - (l) as relates to the Utah Higher Education Assistance Authority and its appointed board of directors, discussing fiduciary or commercial information as defined in Section 53B-12-102;
 - (m) deliberations, not including any information gathering activities, of a public body acting in the capacity of:
 - (i) an evaluation committee under Title 63G, Chapter 6a, Utah Procurement Code, during the process of evaluating responses to a solicitation, as defined in Section 63G-6a-103;
 - (ii) a protest officer, defined in Section 63G-6a-103, during the process of making a decision on a protest under Title 63G, Chapter 6a, Part 16, Protests; or
 - (iii) a procurement appeals panel under Title 63G, Chapter 6a, Utah Procurement Code, during the process of deciding an appeal under Title 63G, Chapter 6a, Part 17, Procurement Appeals Board;
 - (n) the purpose of considering information that is designated as a trade secret, as defined in Section 13-24-2, if the public body's consideration of the information is necessary in order to properly conduct a procurement under Title 63G, Chapter 6a, Utah Procurement Code;
 - (o) the purpose of discussing information provided to the public body during the procurement process under Title 63G, Chapter 6a, Utah Procurement Code, if, at the time of the meeting:
 - (i) the information may not, under Title 63G, Chapter 6a, Utah Procurement Code, be disclosed to a member of the public or to a participant in the procurement process; and
 - (ii) the public body needs to review or discuss the information in order to properly fulfill its role and responsibilities in the procurement process; or
 - (p) a purpose for which a meeting is required to be closed under Subsection (2).
- (2) The following meetings shall be closed:

- (a) a meeting of the Health and Human Services Interim Committee to review a fatality review report described in Subsection 62A-16-301(1)(a), and the responses to the report described in Subsections 62A-16-301(2) and (4);
 - (b) a meeting of the Child Welfare Legislative Oversight Panel to:
 - (i) review a fatality review report described in Subsection 62A-16-301(1)(a), and the responses to the report described in Subsections 62A-16-301(2) and (4); or
 - (ii) review and discuss an individual case, as described in Subsection 62A-4a-207(5); and
 - (c) a meeting of a conservation district as defined in Section 17D-3-102 for the purpose of advising the Natural Resource Conservation Service of the United States Department of Agriculture on a farm improvement project if the discussed information is protected information under federal law.
- (3) In a closed meeting, a public body may not:
- (a) interview a person applying to fill an elected position;
 - (b) discuss filling a midterm vacancy or temporary absence governed by Title 20A, Chapter 1, Part 5, Candidate Vacancy and Vacancy and Temporary Absence in Elected Office; or
 - (c) discuss the character, professional competence, or physical or mental health of the person whose name was submitted for consideration to fill a midterm vacancy or temporary absence governed by Title 20A, Chapter 1, Part 5, Candidate Vacancy and Vacancy and Temporary Absence in Elected Office.

Amended by Chapter 196, 2014 General Session

52-4-206 Record of closed meetings.

- (1) Except as provided under Subsection (6), if a public body closes a meeting under Subsection 52-4-205(1), the public body:
 - (a) shall make a recording of the closed portion of the meeting; and
 - (b) may keep detailed written minutes that disclose the content of the closed portion of the meeting.
- (2) A recording of a closed meeting shall be complete and unedited from the commencement of the closed meeting through adjournment of the closed meeting.
- (3) The recording and any minutes of a closed meeting shall include:
 - (a) the date, time, and place of the meeting;
 - (b) the names of members present and absent; and
 - (c) the names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of closing the meeting.
- (4) Minutes or recordings of a closed meeting that are required to be retained permanently shall be maintained in or converted to a format that meets long-term records storage requirements.
- (5) A recording, transcript, report, and written minutes of a closed meeting are protected records under Title 63G, Chapter 2, Government Records Access and Management Act, except that the records may be disclosed under a court order only as provided under Section 52-4-304.
- (6) If a public body closes a meeting exclusively for the purposes described under Subsection 52-4-205(1)(a), (1)(f), or (2):
 - (a) the person presiding shall sign a sworn statement affirming that the sole purpose for closing the meeting was to discuss the purposes described under Subsection 52-4-205(1)(a),(1)(f), or (2); and
 - (b) the provisions of Subsection (1) of this section do not apply.

Amended by Chapter 425, 2018 General Session

52-4-207 Electronic meetings -- Authorization -- Requirements.

- (1) Except as otherwise provided for a charter school in Section 52-4-209, a public body may convene and conduct an electronic meeting in accordance with this section.
- (2)
 - (a) A public body may not hold an electronic meeting unless the public body has adopted a resolution, rule, or ordinance governing the use of electronic meetings.
 - (b) The resolution, rule, or ordinance may:
 - (i) prohibit or limit electronic meetings based on budget, public policy, or logistical considerations;
 - (ii) require a quorum of the public body to:
 - (A) be present at a single anchor location for the meeting; and
 - (B) vote to approve establishment of an electronic meeting in order to include other members of the public body through an electronic connection;
 - (iii) require a request for an electronic meeting to be made by a member of a public body up to three days prior to the meeting to allow for arrangements to be made for the electronic meeting;
 - (iv) restrict the number of separate connections for members of the public body that are allowed for an electronic meeting based on available equipment capability; or
 - (v) establish other procedures, limitations, or conditions governing electronic meetings not in conflict with this section.
- (3) A public body that convenes or conducts an electronic meeting shall:
 - (a) give public notice of the meeting:
 - (i) in accordance with Section 52-4-202; and
 - (ii) post written notice at the anchor location;
 - (b) in addition to giving public notice required by Subsection (3)(a), provide:
 - (i) notice of the electronic meeting to the members of the public body at least 24 hours before the meeting so that they may participate in and be counted as present for all purposes, including the determination that a quorum is present; and
 - (ii) a description of how the members will be connected to the electronic meeting;
 - (c) establish one or more anchor locations for the public meeting, at least one of which is in the building and political subdivision where the public body would normally meet if they were not holding an electronic meeting;
 - (d) provide space and facilities at the anchor location so that interested persons and the public may attend and monitor the open portions of the meeting; and
 - (e) if comments from the public will be accepted during the electronic meeting, provide space and facilities at the anchor location so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.
- (4) Compliance with the provisions of this section by a public body constitutes full and complete compliance by the public body with the corresponding provisions of Sections 52-4-201 and 52-4-202.

Amended by Chapter 31, 2011 General Session

52-4-208 Chance or social meetings.

- (1) This chapter does not apply to any chance meeting or a social meeting.
- (2) A chance meeting or social meeting may not be used to circumvent the provisions of this chapter.

Enacted by Chapter 14, 2006 General Session

52-4-209 Electronic meetings for charter school board.

- (1) Notwithstanding the definitions provided in Section 52-4-103 for this chapter, as used in this section:
- (a) "Anchor location" means a physical location where:
 - (i) the charter school board would normally meet if the charter school board were not holding an electronic meeting; and
 - (ii) space, a facility, and technology are provided to the public to monitor and, if public comment is allowed, to participate in an electronic meeting during regular business hours.
 - (b) "Charter school board" means the governing board of a school created under Title 53G, Chapter 5, Charter Schools.
 - (c) "Meeting" means the convening of a charter school board:
 - (i) with a quorum who:
 - (A) monitors a website at least once during the electronic meeting; and
 - (B) casts a vote on a website, if a vote is taken; and
 - (ii) for the purpose of discussing, receiving comments from the public about, or acting upon a matter over which the charter school board has jurisdiction or advisory power.
 - (d) "Monitor" means to:
 - (i) read all the content added to a website by the public or a charter school board member; and
 - (ii) view a vote cast by a charter school board member on a website.
 - (e) "Participate" means to add content to a website.
- (2)
- (a) A charter school board may convene and conduct an electronic meeting in accordance with Section 52-4-207.
 - (b) A charter school board may convene and conduct an electronic meeting in accordance with this section that is in writing on a website if:
 - (i) the chair verifies that a quorum monitors the website;
 - (ii) the content of the website is available to the public;
 - (iii) the chair controls the times in which a charter school board member or the public participates; and
 - (iv) the chair requires a person to identify himself or herself if the person:
 - (A) participates; or
 - (B) casts a vote as a charter school board member.
- (3) A charter school that conducts an electronic meeting under this section shall:
- (a) give public notice of the electronic meeting:
 - (i) in accordance with Section 52-4-202; and
 - (ii) by posting written notice at the anchor location as required under Section 52-4-207;
 - (b) in addition to giving public notice required by Subsection (3)(a), provide:
 - (i) notice of the electronic meeting to the members of the charter school board at least 24 hours before the meeting so that they may participate in and be counted as present for all purposes, including the determination that a quorum is present;
 - (ii) a description of how the members and the public may be connected to the electronic meeting;
 - (iii) a start and end time for the meeting, which shall be no longer than 5 days; and
 - (iv) a start and end time for when a vote will be taken in an electronic meeting, which shall be no longer than four hours; and

- (c) provide an anchor location.
- (4) The chair shall:
 - (a) not allow anyone to participate from the time the notice described in Subsection (3)(b)(iv) is given until the end time for when a vote will be taken; and
 - (b) allow a charter school board member to change a vote until the end time for when a vote will be taken.
- (5) During the time in which a vote may be taken, a charter school board member may not communicate in any way with any person regarding an issue over which the charter school board has jurisdiction.
- (6) A charter school conducting an electronic meeting under this section may not close a meeting as otherwise allowed under this part.
- (7)
 - (a) Written minutes shall be kept of an electronic meeting conducted as required in Section 52-4-203.
 - (b)
 - (i) Notwithstanding Section 52-4-203, a recording is not required of an electronic meeting described in Subsection (2)(b).
 - (ii) All of the content of the website shall be kept for an electronic meeting conducted under this section.
 - (c) Written minutes are the official record of action taken at an electronic meeting as required in Section 52-4-203.
- (8)
 - (a) A charter school board shall ensure that the website used to conduct an electronic meeting:
 - (i) is secure; and
 - (ii) provides with reasonably certainty the identity of a charter school board member who logs on, adds content, or casts a vote on the website.
 - (b) A person is guilty of a class B misdemeanor if the person falsely identifies himself or herself as required by Subsection (2)(b)(iv).
- (9) Compliance with the provisions of this section by a charter school constitutes full and complete compliance by the public body with the corresponding provisions of Sections 52-4-201 and 52-4-202.

Amended by Chapter 415, 2018 General Session

52-4-210 Electronic message transmissions.

Nothing in this chapter shall be construed to restrict a member of a public body from transmitting an electronic message to other members of the public body at a time when the public body is not convened in an open meeting.

Enacted by Chapter 25, 2011 General Session

Part 3 Enforcement

52-4-301 Disruption of meetings.

This chapter does not prohibit the removal of any person from a meeting, if the person willfully disrupts the meeting to the extent that orderly conduct is seriously compromised.

Enacted by Chapter 14, 2006 General Session

52-4-302 Suit to void final action -- Limitation -- Exceptions.

- (1)
 - (a) Any final action taken in violation of Section 52-4-201, 52-4-202, 52-4-207, or 52-4-209 is voidable by a court of competent jurisdiction.
 - (b) A court may not void a final action taken by a public body for failure to comply with the posting written notice requirements under Subsection 52-4-202(3)(a)(i)(B) if:
 - (i) the posting is made for a meeting that is held before April 1, 2009; or
 - (ii)
 - (A) the public body otherwise complies with the provisions of Section 52-4-202; and
 - (B) the failure was a result of unforeseen Internet hosting or communication technology failure.
- (2) Except as provided under Subsection (3), a suit to void final action shall be commenced within 90 days after the date of the action.
- (3) A suit to void final action concerning the issuance of bonds, notes, or other evidences of indebtedness shall be commenced within 30 days after the date of the action.

Amended by Chapter 403, 2012 General Session

52-4-303 Enforcement of chapter -- Suit to compel compliance.

- (1) The attorney general and county attorneys of the state shall enforce this chapter.
- (2) The attorney general shall, on at least a yearly basis, provide notice to all public bodies that are subject to this chapter of any material changes to the requirements for the conduct of meetings under this chapter.
- (3) A person denied any right under this chapter may commence suit in a court of competent jurisdiction to:
 - (a) compel compliance with or enjoin violations of this chapter; or
 - (b) determine the chapter's applicability to discussions or decisions of a public body.
- (4) The court may award reasonable attorney fees and court costs to a successful plaintiff.

Renumbered and Amended by Chapter 14, 2006 General Session

Amended by Chapter 263, 2006 General Session

52-4-304 Action challenging closed meeting.

- (1) Notwithstanding the procedure established under Subsection 63G-2-202(7), in any action brought under the authority of this chapter to challenge the legality of a closed meeting held by a public body, the court shall:
 - (a) review the recording or written minutes of the closed meeting in camera; and
 - (b) decide the legality of the closed meeting.
- (2)
 - (a) If the judge determines that the public body did not violate Section 52-4-204, 52-4-205, or 52-4-206 regarding closed meetings, the judge shall dismiss the case without disclosing or revealing any information from the recording or minutes of the closed meeting.

- (b) If the judge determines that the public body violated Section 52-4-204, 52-4-205, or 52-4-206 regarding closed meetings, the judge shall publicly disclose or reveal from the recording or minutes of the closed meeting all information about the portion of the meeting that was illegally closed.
- (3) Nothing in this section may be construed to affect the ability of a public body to reclassify a record, as defined in Section 63G-2-103, as provided in Section 63G-2-307.

Amended by Chapter 425, 2018 General Session

52-4-305 Criminal penalty for closed meeting violation.

In addition to any other penalty under this chapter, a member of a public body who knowingly or intentionally violates or who knowingly or intentionally abets or advises a violation of any of the closed meeting provisions of this chapter is guilty of a class B misdemeanor.

Enacted by Chapter 263, 2006 General Session



MURRAY
CITY COUNCIL

Adjournment