

**MURRAY**  
CITY COUNCIL

# Council Meeting March 5, 2019



# Murray City Municipal Council

## Notice of Meeting

March 5, 2019

Murray City Center

5025 South State Street, Murray, Utah 84107

### **Meeting Agenda**

**5:00 p.m.**      **Committee of the Whole** - Conference Room #107  
Dave Nicponski conducting

### **Approval of Minutes**

Committee of the Whole – January 8, 2019

### **Discussion Items**

1. Murray City Center Sustainable Development Practices – Doug Hill and Sarah Bolls (20 minutes)
2. Permanent Fireworks Restrictions – Mayor Camp and Mike Dykman (10 minutes)
3. 2019 Municipal Election Agreement – Mayor Camp and Jennifer Kennedy (10 minutes)
4. Estoppel Agreement with Murray Depot LLC – Melinda Greenwood (10 minutes)
5. General Plan Amendment, 344 East 5600 South – Melinda Greenwood (10 minutes)
6. Boys & Girls Club Creekside Lease Agreement – Mayor Camp and 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  
Brett Hales conducting.

### **Opening Ceremonies**

Call to Order  
Pledge of Allegiance

### **Approval of Minutes**

Council Meeting – February 19, 2019

### **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 matters.

1. Consider 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. (Melinda Greenwood presenting.) (KC Heating & Air, applicant)  
**WITHDRAWN BY APPLICANT.**

### **Business Items**

1. Consider a resolution authorizing the execution of an Interlocal Cooperation Agreement between Murray City and Salt Lake County for the sharing of election services for the City's 2019 Municipal Election. (Jennifer Kennedy presenting.)
2. Consider a resolution approving an agreement with Murray Depot LLC to clarify certain obligations and responsibilities with respect to the West Open Space Easement Parcel located on Lot 203 in the Birkhill Phase 2 Subdivision Project. (Melinda Greenwood presenting.)
3. Consider 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. (Danny Astill presenting.)
4. Consider 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. (Danny Astill presenting.)

**Legislative Report** – Dale Cox presenting.

### **Mayor's Report and Questions**

### **Adjournment**

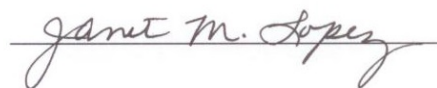
#### **NOTICE**

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.

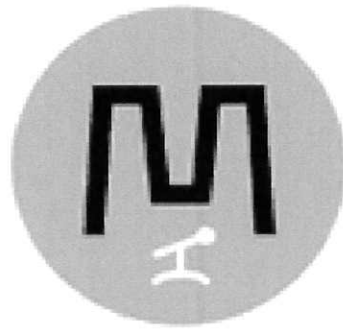
**SPECIAL ACCOMMODATIONS FOR THE HEARING OR VISUALLY IMPAIRED WILL BE MADE UPON A REQUEST TO THE OFFICE OF THE MURRAY CITY RECORDER (801-264-2663). WE WOULD APPRECIATE NOTIFICATION TWO WORKING DAYS PRIOR TO THE MEETING. TDD NUMBER IS 801-270-2425 or call Relay Utah at #711.**

**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 Friday, March 1, 2019, at 11:00 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](http://www.murray.utah.gov), and the state noticing website at <http://pmn.utah.gov>.



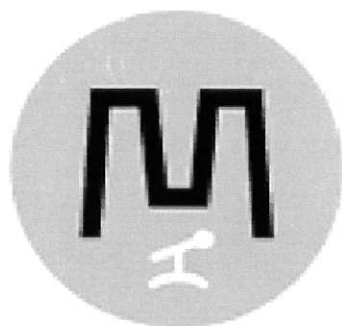
Janet M. Lopez  
Council Executive Director  
Murray City Municipal Council



**MURRAY**  
CITY COUNCIL

# Committee of the Whole





**MURRAY**  
CITY COUNCIL

# Committee of the Whole Minutes



DRAFT

## MURRAY CITY MUNICIPAL COUNCIL COMMITTEE OF THE WHOLE

The Murray City Municipal Council met as a Committee of the Whole on Tuesday, January 8, 2019 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
G. L. Critchfield	City Attorney	Kim Sorensen	Parks and Rec Director
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
Jon Harris	Fire Chief	Melinda Greenwood	CED Director
Brenda Moore	Finance	Eric Greenwood	Harrisville Resident
Jan Cox	Resident	Janice Strobell	Resident
Jennifer Brass	Resident	Kathleen Stanford	Resident
Brent Barnett	Resident		

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

**Approval of Minutes** – None scheduled.

### **Discussion Items**

**Determine Committee Participation by Council Members** – Diane Turner presenting.

Participation for the new year was determined for six committees as follows:

- Association of Municipals Councils - 2019 - No change. Mr. Hales continue.

- Capital Improvement Program - 2019 - No change. Ms. Turner and Mr. Hales continue.
- New City Hall Committee - 2019 - No Change. Mr. Brass and Ms. Turner continue.
- ULCT Legislative Policy Committee - 2019 - No change. Mr. Cox continue.
- Chamber of Commerce Board - 2019 - No change. Mr. Brass continue.
- Business Enhancement Committee - No Change. Mr. Nicponski and Mr. Hales continue.

**Proposed Community and Economic Development Director, Melinda Greenwood** – Mayor Camp

Mayor Camp introduced Ms. Greenwood as CED (Community and Economic Development) Director candidate. He was excited about her experience in city management, and as a county council administrator. Many good candidates applied, the competition was very strong, and he believed the best choice was made. He encouraged the council to approve the appointment during an upcoming council meeting. The council conversed with Ms. Greenwood and the following was noted:

Mr. Brass was impressed with Ms. Greenwood's qualifications during the initial interview process.

Mr. Nicponski invited Ms. Greenwood to briefly share her background.

Ms. Greenwood expressed her excitement and said she was joining a well organized community, and city with an excellent reputation. She reported the following about herself:

- Actively involved Utah League of Cities and Towns functions, and LPC meetings.
- Majority of past career entailed working in government, which is her passion.
- Last two years worked in private sector, as a public relations consultant, working with Utah Department of Transportation, and local governments on infrastructure projects.
- Public involvement - Assisted in understanding impacts and timelines, interfacing between the public, engineers, contractors and others, to provide technical communications.
- Five years as Pleasant View City Administrator, supervising departments, such as, police, community development, finance, parks and recreation.
- Moab County Administrator - Supervised 17 departments, including EMS, Moab Senior Center, sand plots, and Moab Recreation Center where the famous Slickrock bike trail is located.
- Government career started in Arizona. She held two positions over time; Chandler City Public Works Management Assistant, and later Management Analyst for the City of Casa Grande.

Mr. Hales asked as CED Director, what departments she would oversee. Ms. Greenwood replied code enforcement, building inspections, business licensing, planning, zoning, and economic development. He noted the position as significant for making important decisions affecting residents and land use. Ms. Greenwood said she was willing to learn Murray's specific items and was anxious to get working.

Mr. Cox wondered if she was comfortable assisting council members with composing correct and informative responses for detailed emails from constituents when needed. Ms. Greenwood said she was happy to work with the council as elected officials, as approved by Mayor Camp.

Ms. Turner asked if she had experience working in Murray's form of government - a strong mayor, and a strong council. Ms. Greenwood replied no, it would be a new experience, but she had experience with strong personalities. She was willing to work through the learning process, could be flexible, and was open to working with everyone.

Ms. Turner shared concern because Ms. Greenwood did not have RDA experience and noted downtown development in Murray was an RDA (Redevelopment Agency) area. Ms. Greenwood said a lot of the land use, and a lot of the knowledge translates. She knew there were specific differences between EDA (Economic Development) areas, and RDA's, and definitely learn the specifics about how RDAs are formed. She had experience working with land owners, TIF (tax increment financing) agreements, business owners, and calculated payments and agreements related to EDAs. She noted her experience with Joint Community Development areas when employed in Pleasant View; and she thought it would be exciting and challenging to begin working with the RDA process. She would draw great knowledge from Mr. McNulty.

Mr. Brass acknowledged two residents in attendance who were interested in historic preservation. He explained how downtown was once designated as a historic district that changed at the request of property owners. He wondered how she would find and maintain historic character, create balance between historic preservation with more affordable housing, and asked if she had experience with historic preservation. Ms. Greenwood replied not directly; historic preservation was well established where she was previously employed, however, she understood the particulars about historic preservation regulations and navigating what was historic and what was not.

Mr. Brass thought the abundance of grant experience on her resume would be beneficial for attaining preservation grants. He looked forward to working with her and told her to expect inquiries regarding preservation in the city.

Ms. Turner expressed her hope that Ms. Greenwood valued environmental responsibility, and mentioned walkable spaces, biking and things that were important to the city. She wanted assurance that Ms. Greenwood cared for those elements, not just in the downtown area, but throughout the entire city. Ms. Greenwood reviewed Murray's General Plan and said it was one of the most beautiful plans she had seen. She thought the lay-out was specifically important to the environment and admitted finding a good balance was difficult at times because in the end, it was not always possible to make everybody happy.

Ms. Turner asked Ms. Greenwood what 'connectivity' meant to her. She said it meant looking at a regional and statewide perspective, primarily to ensure neighboring citizens are welcomed. Connecting was more than what exists within the boundaries of Murray, it is what extends outside, by working with Wasatch Front, or UTA. It meant capitalizing on transportation stations located in the city, and extending to communities outside Murray, which she would pay great attention to in her new position.

**Proposed General Plan and Zoning Map Amendments, 4850 South 380 West** – Jim McNulty

The property is owned by the Kimball family, where freeway frontage access on Galleria Drive was noted, and is currently a mixed-use zone. Hamlet Homes requested the amendments to develop a residential project, which would include townhomes and small lot single family homes. The request would change the General Plan (GP) from Professional Office, to Medium Density Residential, and change the Zoning Map from M-U, Mixed Use, to R-M-15 Medium Density Residential. Mr. McNulty discussed the following:

Security National is Class-A office space to the north of the parcel. One concern is that a rezone would be

considered down-zoning the property, because the highest and best use of the land would not be realized. Murray's GP was implemented in May of 2017 and usually kept in place for 5-10 years.

Hamlet Homes could provide a nice residential area on the parcel, similar to the Balintore community they developed on 5600 South and 770 East, which was well received, and sold out quickly. However, he questioned if this was what the city wanted to see - adjacent to Interstate-15 (I-15).

A power point was shared to view the parcel consisting of four vacant lots, totaling 3.35 acres, as well as, photos and a map to highlight the embankment between the frontage road and the freeway. During the planning commission meeting a petitioner thought a developer would never want to construct an office building at this location because it could not be seen, due to the grade change. Mr. McNulty agreed, if the new structure was only three-stories high, but the vision of a 6 or 12-story structure would be visible and not affected by the embankment.

Mr. Brass wondered about impact once the added lane was constructed on I-15 and thought the embankment would become a retaining wall. Mr. McNulty was not certain but thought a taller office complex would be more efficient. Mr. Brass agreed because freeway noise so close to a residential area would be problematic.

Mr. McNulty confirmed the current zone would allow for ground floor retail, and office space, with housing units above. However, Hamlet Homes was not interested in providing mixed-use complexes, and proposed the request allowing for residential only.

A public hearing was held by the planning commission on December 6, 2018, where staff recommended denial of the General Plan Amendment, and denial of the proposed Zoning Map Amendment. The planning commission followed staff recommendations and recommended the city council deny both amendments.

The council would consider both amendments on the 22<sup>nd</sup> of January during a public hearing.

**Proposed Zoning Map Amendment, 5901 and 5911 South 1300 East** – Jim McNulty

Two properties located next to Cottonwood High School include a single-family home with accessory buildings. Current zoning is R-1-10, which is Single Family Residential, and the proposed change to A-1 Agricultural would allow both parcels to become a botanical water garden business. Mr. McNulty presented a power point to show the area, with photos of the home and maps to explain the proposed business concept to provide pond maintenance, special horticulture with aquatic and riparian plants, as well as, fish for local pond operators. One employee would work on site, and hired contractors would install ponds when necessary, which is also allowed in the A-1 zone. He said the proposed changes meet intended requirements of the General Plan.

Applicants, Sheida and Christopher Maguire requested the amendment and intend to combine the two parcels into one lot, which is in conformance with the Land Use Ordinance. Ms. Maguire currently operates a botanical business in Millcreek, however, the property was sold. They hope to purchase the Murray property, remodel the house and live there; restore existing buildings and utilize them to operate a home-based business called Utah Water Gardens, which is allowed in the zone. A lot-line adjustment would occur to combine the two sites, which would be completed by Murray staff.

Residents who attended the public hearing at the planning commission meeting were in full support, and only one had concerns about whether cattle or smells would be an issue since the parcel would become agricultural. Mr. McNulty confirmed that would not occur. The planning commission favored staff recommendations to approve the zone change, and recommended approval by the council.

Mr. Brass thought when appropriate, down-zoning property had great benefits if a new project was considered green space. Mr. McNulty agreed, moving their operations to this area would allow them to expand their business and possibly work with students at Cottonwood High School.

Ms. Turner walked the area regularly and thought it was a great use of the land.

The council would consider the Zone Map Amendment on January 22, 2019 during a public hearing.

**Discussion Continued on Comprehensive Annual Financial Report (CAFR) – Danyce Steck**

Due to a time constraint at the December 4, 2018 Committee of the Whole meeting, and to provide better understanding, the council requested Ms. Steck return for more CAFR discussion.

**Financial changes** – Comparisons between FY 2017 and FY 2018. (pages 15-17) Balance sheet activity regarding assets, liabilities and net position were noted and the following was highlighted:

- *Net position* (page 15) - An increase of \$5 million occurred. Ms. Steck said this was considered a "saving year."

Mr. Nicponski asked if that went into reserves. Ms. Steck said yes and that was between all of the funds.

- *Revenues and Expenditures* (page 17)

*Program Revenues* - A decrease occurred, due to grants received in FY 2017. Ms. Steck said money received in FY 2017 was utilized for projects like the Canal Trail and Murray Amphitheater. In FY 2018, she expected several increases and decreases throughout the year; large grant funding was anticipated from the county, to be used for projects like renovating the Murray Theater, other projects and redevelopment.

Mr. Nicponski asked if \$5 million in revenue included grant money or was grant funding kept in another account. Ms. Steck confirmed revenue would be much more if grants were included.

Mr. Hales wondered when grant funding would be received for the Murray Theater. Ms. Steck said \$1.8 million would be awarded in FY 2020. Mayor Camp confirmed the total grant of \$3.6 million would require matching dollars. Ms. Steck agreed and said it was important to begin working with family donors to raise money.

Mr. Cox confirmed the decrease in *Program Revenues* was not associated with expenses for running the city, but due to spending grant money. Ms. Steck agreed reduced revenues have everything to do

with grants and not regular revenue sources. All revenue resources increased.

- *General Fund* - Governmental Funds were much healthier in FY 2018 than in FY 2017.
- *Utility Funds* – A slight increase of \$1 million occurred. All funds are operating efficiently.

**Review of Funds** (pages 19-21)

- *General Fund* – (page 19) Overall distributions were listed by type and the following was highlighted:

Taxes: 77% - Primary revenue sources are critically important going forward because the city is dependent on them, therefore, if distribution changes occur legislatively, impact would be drastic.

Mr. Nicponski confirmed legislators would consider a population-based distribution this year, which happened all the time.

Mr. Brass thought the city could live with a distribution change, only if Murray's daytime population was considered, because that number was significantly higher than the nighttime population - after thousands of people leave the city when businesses close for the day.

Mr. Cox agreed the legislative item was regularly discussed.

Ms. Steck researched sales tax numbers and found such a distribution change would impact the city negatively by approximately \$6 million annually, because taxes are 38% of the city's tax revenue.

Mr. Brass thought a property tax increase to compensate a loss of revenue could be 120%. Ms. Steck confirmed current property tax revenue was \$9 million and agreed that kind of increase would be unthinkable.

Mr. Nicponski thought it was not helpful democrats representing the city were in favor of it.

Expenditures – (page 20) A decrease, due to debt defeasance paid in FY 2017 occurred from \$40.7 million to \$36.7 million.

Ms. Steck said other revenue funds remained status quo, and suggested the council read through the section for further information about each one.

**Summary** (pages 22, 23)

Ms. Steck described helpful information for recalling what the council adopted in the past – regarding changes to the budget. Each budget year was summarized, with detailed changes. For example, organizational configurations, public initiatives, and contract plan review services to name a few. She highlighted the following:



- *Capital Assets* (page 23) – Money spent on capital acquisition, for example:
  - In FY 2018 \$3.1 million was acquired in property for land and developing downtown.
  - Road and signal improvements totaling \$1.8 million were completed throughout the city.
  - Murray Canal Trail was completed for a total cost of \$739,000.
  - Pickleball courts completed for a cost of \$545,000
  - Developer contributed assets totaling \$495,000, which is water and sewer lines, storm drain infrastructures, and street lights – all donated.
- *Long-term debt* (page 24) - An increase occurred, due to a bond issuance to purchase property and build a new fire station – the bond was \$5.5 million.
- *Economic Factors* (page 24) and *Next Year's Budgets* (page 25) – Sections included information discussed for FY 2019 budget preparation, and upcoming projects. Statewide sales tax revenue increased by 6% last year, showing strong consumer confidence.

Mr. Nicponski asked if the bond for the new fire station and the bond for storm water improvements were the only two bonds the city had. Ms. Steck confirmed but the 1% low interest storm water loan attained in FY 2018, had not been utilized yet.

**Notes** (pages 53-89) - The following were highlighted:

- Note 4 - Cash, Cash Equivalents, and Investments
  - FY year-end total: \$64.8 million in cash. Ms. Steck would like to be more assertive with investing, which means attaining better interest rates and returns than in the PTIF (Public Treasurer's Investment Fund) account. She said with \$40 million available at most times, she would like to see \$35 million invested, long-term; \$5 million pulled back, and \$25 million in flux-cash to be utilized.

Brass agreed. Ms. Steck explained the Utah Money Management Act does not allow cities to attain anything lower than a B+ uninsured rating, therefore, investments would be safe.
- Note 5 – Receivables
  - Receivables were low, due to sales tax revenue and unbilled utilities that would be billed in July. The city has a very strong treasury department that operates well.
- Note 6 - Interfund Transfers
  - The General Fund provided \$12.8 million to the Capital Projects Fund.
  - Power Fund and Waste Water Fund received loan payments from the RDA used for development and improvements accomplished several years ago.
  - Transfers to the General Fund - from Utility Funds totaled \$4.2 million.



Ms. Steck explained proposed state legislation could restrict these types of transfers in the future, and impact would be tremendous. She thought the city would be forced to reduce utility rates, and increase property taxes again, due to a surge in reserves. She explained the current 8% transfers insure excess money does not occur in utility funds, and transfers are in place to provide funding not received from large tax-exempt businesses throughout the city that utilize the city's water and power resources.

Mr. Brass agreed transfers profits both ways, where non-taxed businesses receive a reduced rate comparatively, and citizens benefit - because 35% of the city's property is non-taxed. He said this type of increase would make the last property tax increase seem minimal. Ms. Steck confirmed the increase would be approximately 120%.

Mr. Hales said without transfers, each resident could pay at least \$250 more per year fees. Ms. Steck agreed.

- Note 7 – Interfund Receivables and Payables
  - The Murray Parkway acquired funding from the Water and Power Funds for a new sprinkling system and to replace golf carts.
- Note 9 – Investments and Joint Ventures
  - The city participates as joint owner of the Trans-Jordan Landfill, the Center Valley Water Reclamation Facility.
- Note 10 – Interlocal Agreements
  - UAMPS - (Utah Associated Municipal Power System) and VECC (Valley Emergency Communication Center) dispatch facility, and APPA.
  - DEA - Drug Enforcement Administration – Metro Task Force

An officer would be provided to the force and the city prepared and submitted their financial statements for this year.

  - UIA (Utah Infrastructure Agency) was noted.

Ms. Turner asked what the cost was for being a member of each entity. Ms. Steck explained the city invested in both entities. Membership fees paid to UAMPS since 1990, was part of acquiring interest, where the city participated to help build the organization. The next investment would go towards a small nuclear power plant in Idaho.

Mr. Brass confirmed project ownership and said fees were based on system size where Murray is one of the largest.

Mr. Nicponski noted FY 1994 when the city invested \$2 million. Ms. Steck confirmed the investment was to acquire 1.6 megawatts from the San Juan Generating Station Unit 4.

- Note 12 – Long-term Liabilities – Detailed information about overall debt.

Mr. Nicponski asked what the current total was for long-term debt. Ms. Steck stated \$28 million.

- Note 18 – Fund Balance - The General Fund year-end balance was \$10.3 million.

**Statistical Sections** (pages 111-132)

Ms. Steck described the section as an encyclopedia to the city, providing 10 years of financial shifting. She reviewed the following:

- Schedule Five - Tax revenues to track property tax, sales tax revenue.
- Franchise taxes - decreased over 10 years.
- Transient Room Tax – An increase occurred each time a hotel was added to the city.
- Principal Sales Taxpayers – Ranking growth for things like retail, and vehicle sales.

Mr. Brass noted vehicle sales and said if people stop buying cars the city would realize a major impact. Ms. Steck agreed vehicle sales are 30% of the city's sales tax revenue.

Mr. Brass noted Schedule Nine - Principal Property Taxpayers. He was impressed with Fashion Place Mall's taxable value, because in 2013 revenue was \$97.8 million, and in 2018 it was \$212.7 million. He commended General Growth Properties for making the mall one of the most popular in the valley that benefited the city greatly.

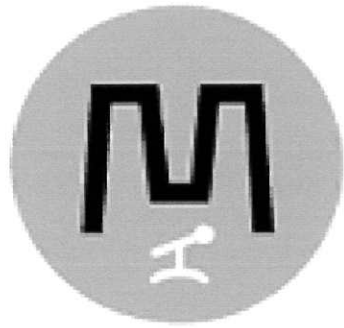
Ms. Turner said the budget was one of the most important issues of council responsibility and valued a more specific review.

Mayor Camp addressed UAMPS membership and explained there was no membership fee, because an adder was placed on each kilowatt that goes through them. He confirmed the membership fee for APPA was \$40,000 per year.

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

**Adjournment:** 6:18 p.m.

**Pattie Johnson**  
**Council Office Administrator II**



**MURRAY**  
CITY COUNCIL

# Discussion Item #1



**MURRAY**


## Mayor's Office

### Ordinance Amendments for Sustainable Development Practices

#### Council Action Request

Committee of the Whole

Meeting Date: March 5, 2019

<b>Department Director</b> Doug Hill, Mayors Office <b>Phone #</b> 801-264-2601 <b>Presenters</b> Doug Hill, Mayors Office  Sarah Bolls, State of Utah Division of Facilities and Construction Mgmt. <b>Required Time for Presentation</b> 20 Minutes <b>Is This Time Sensitive</b> Yes <b>Mayor's Approval</b>  <b>Date</b> February 19, 2019	<b>Purpose of Proposal</b> Amends Ordinance 17.170.040, 17.170.090, 17.173.010, 17.174.010 for sustainable development practices. <b>Action Requested</b> Discussion only on March 5. Action requested on March 19. <b>Attachments</b> Ordinance, State of Utah High Performance Building Standards, Presentation PowerPoint. <b>Budget Impact</b> Up to 1% of building construction cost savings. <b>Description of this Item</b> Currently, Murray City Municipal Code requires that all public buildings constructed within the MCCD be designed and built to comply with LEED silver level certification.  The Ordinance amendment removes the LEED silver level certification and replaces it with the High Performance Building Standards developed by the State of Utah Division of Facilities Construction Management. (attached)
--	--



The Department of Administrative Services

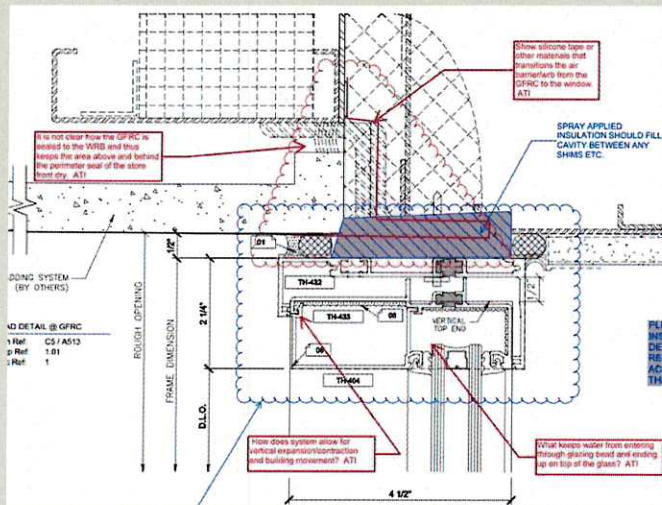
Division of  
**Facilities Construction  
& Management**

SERVICES ELEVATED



**DFCM's High Performance Building Standard  
presented by Sarah Boll**





## DFCM's High performance building standard (HPBS)

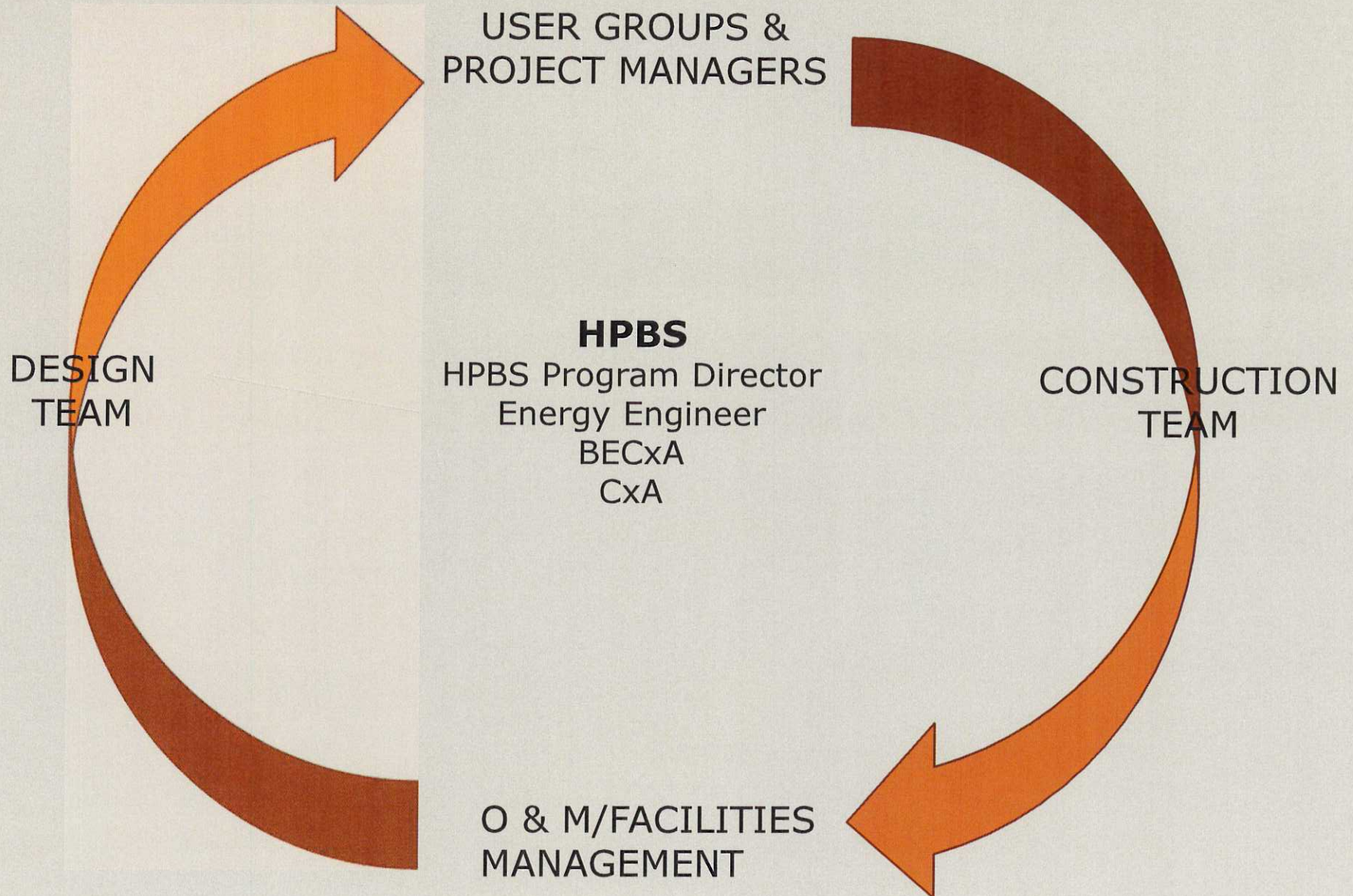
- Integrated Design & Design Process Expectations
- Context Sensitive Design
- Transportation Management
- Site Design
- Energy Performance
- Water Efficiency
- Materials and

Specific performance criteria for energy and envelop performance.

Standard outlines a process for success.



# TYPICAL CAPITAL DEVELOPMENT PROJECT





# Notable Elements of the HPBS Process

- All team members are a resource, especially the owner hired consultants
- Flexibility
- HPBS Workshops at each phase, more as necessary
- Systems Selection Meetings
- Controls Meetings
- Transparency in the Review Process
- Project Long Involvement from the Energy Engineer
- Project Long Involvement from the Envelope Cx
- Project Long Involvement from the Systems Cx
- Concurrent Submittal Reviews by BECxA, CxA, EE
- Decisions are made upon data provided by team members, typically life cycle costs
- FACILITIES MANAGEMENT INVOLVEMENT
- Testing and Inspections are a Tool for Success
- Post Substantial Completion Performance Follow Up through 1<sup>st</sup> year of occupation



## **Integrated Design – The Process is Key**

**Owner – Owner to hire the Energy Engineer, CxA, BECxA during the programming stage – All performance consultants to be directly contracted by the owner.**

Provide design review comments at the end of each phase and be actively engaged in the development of the Owner's Project Requirements (OPR).

**The OPR is no longer a LEED formality, but a driver of the design and required to be current a derivative of the HPBS Workshops and other performance based requirements**

**Design Team – Author the of the Owners Project Requirements - OPR**

Facilitate HPBS Workshops, coordinate design reviews and be actively engaged with the Energy Engineer, Commissioning Agent, and Building Envelope Commissioning Agent.

**Contractor – Assist in LCCA (if present during design), meeting performance requirements including those for BECx and Cx. Coordinate with CxA and BECxA for testing and inspections. Participate in first year of occupancy on-going commissioning.**

# **Energy Performance**

- **20% energy cost savings (ASHRAE 90.1 2010)**
  - **Determined through an Energy Model**
- **Based On all Life Cycle Cost effective measures**
  - **Determined with an LCCA model**
- **Utility meter structure is part of the standard so performance can be verified.**



## **Water Efficiency**

- **EPA WaterSense fixtures required**
- Prohibit once through process water systems

## **Materials**

- Recycling within the building
- **Construction Waste Management Plan @ 75% of Volume. Line item tracked in the OAC meeting minutes**
- **35% of building materials must be either regional, recycled or a combination of both. To be tracked and reported on HPBS Worksheet**

## **Indoor Environmental Quality**

- Construction IAQ Plan per SMACNA 2008
- **Building flush prior to occupancy per LEED V4**
- **Low VOCs for materials and paints per South Coast**
- **Walk off mats**
- Task lighting, Daylighting and Views

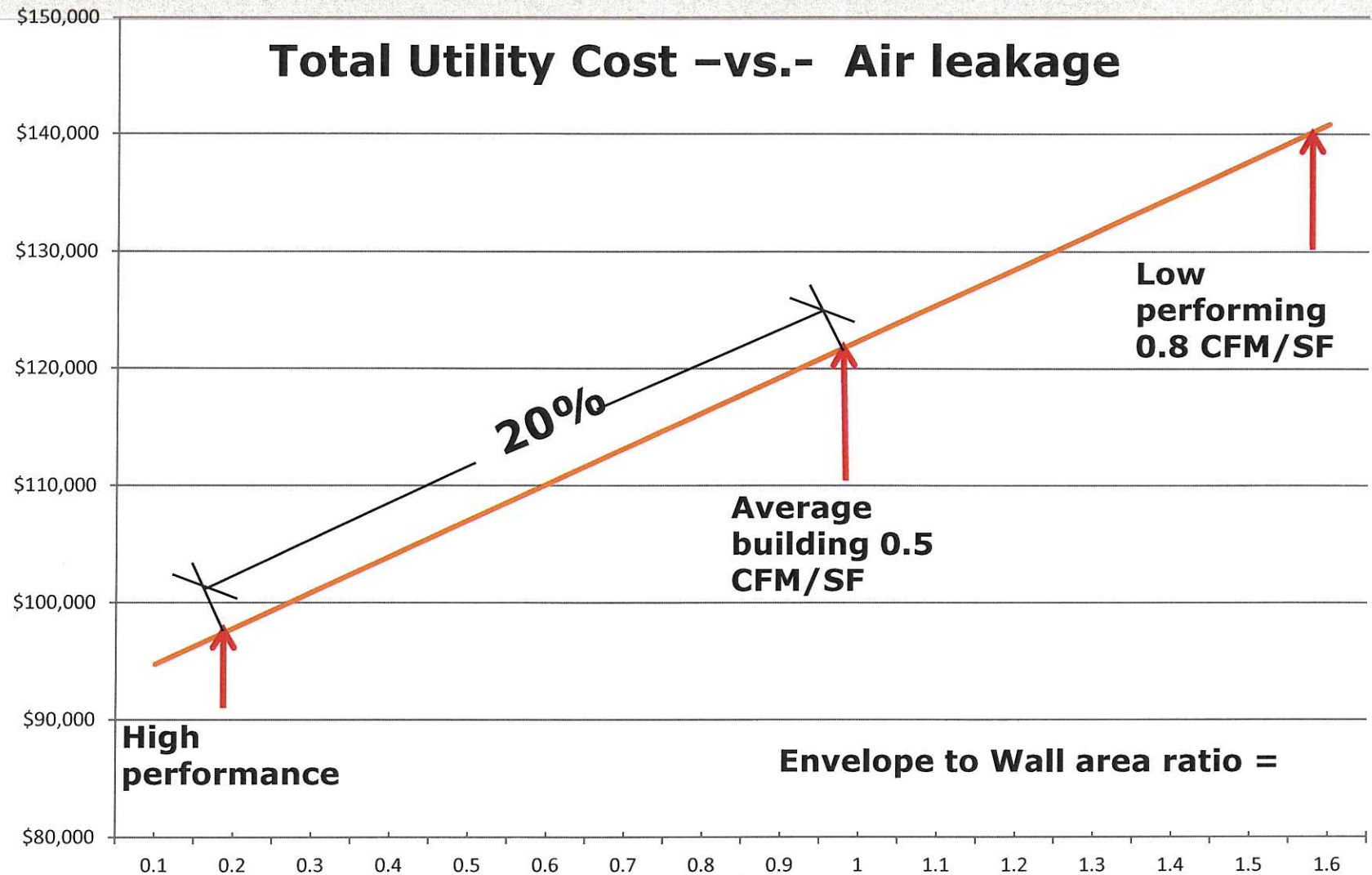
## **Metering and Points**

- Focus on O&M data for FM and BMS systems
- Tiered metering requirements
- Project specific points requirements per building type

## **Building Envelope**

- **.1 cfm leakage rate tested by a whole building air test**
- BECx to review concurrently envelope submittals
- BECx Kick Off best timed during submittals & shops
- Series of sight visits and testing during construction

## Total Utility Cost -vs.- Air leakage





## **Systems Cx**

- **Equivalent to Enhanced Commissioning from LEED program**
- Focus on end user/owner (FM involvement)
- **Controls and Sequences Meeting required in CD phase**
- HVAC Systems Meetings required in SDs/DDs as attended by all parties
- 1 year of ongoing commissioning after occupation

## **Bidding and Value Engineering**

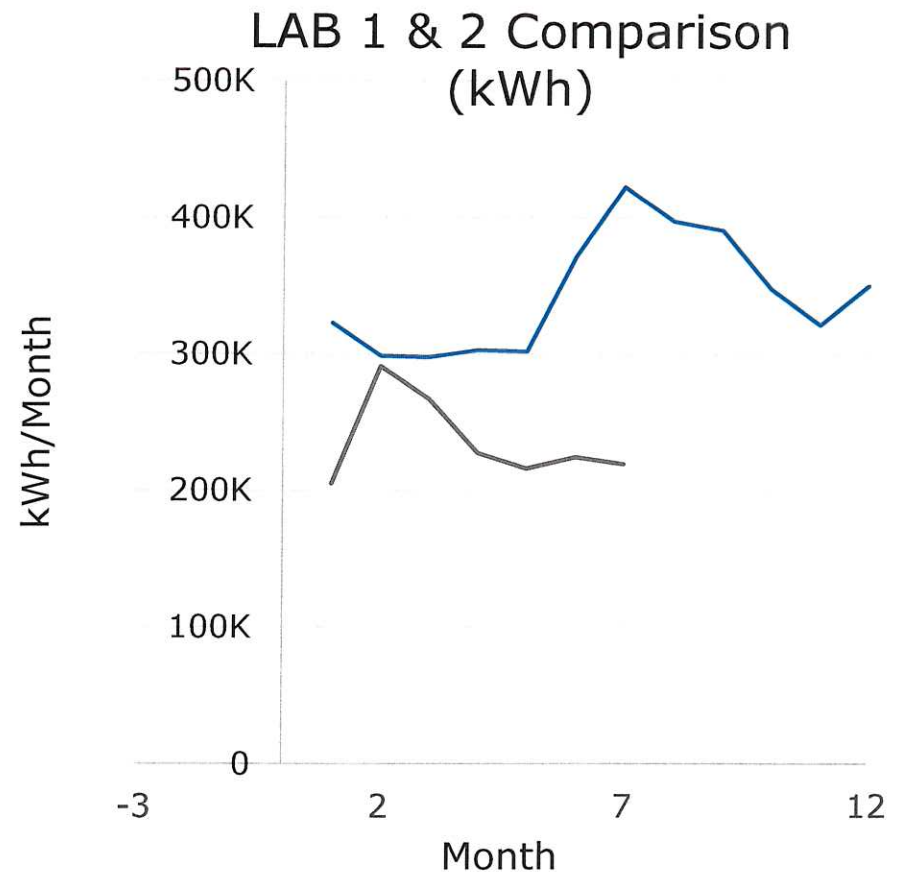
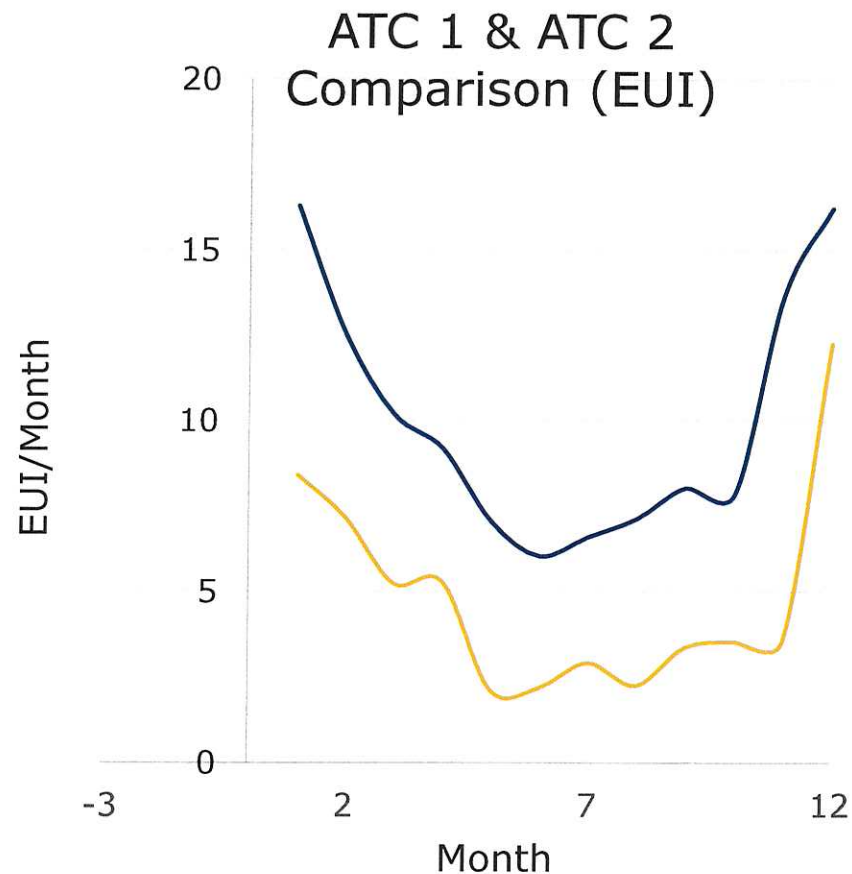
- **EE, CxA, and BECxA must be included in the process**
- Energy Performance requirements must be kept. Alternative methods can and should be discussed but the performance criteria must be met

- Initial Design – 61% Glazing (SB60)
  - \$20,700 Annual Utility Cost “Hit” vs. Baseline
  - Equates To 7.4% Of Total Annual Energy Cost
  - \$1.68 Million Life-Cycle Cost Increase (40 Years)
- Final Design – 39% Glazing (SB72 & SB60)
  - \$12,800 Annual Utility Cost Savings vs. Baseline
  - \$1.04 Million Life-Cycle Cost Decrease (40 Years)
  - Increased Thermal Comfort
  - Decreased HVAC Equipment Sizes & First Cost
  - Energy modeling demonstrated that reduction of glass area by twenty percent **would reduce utility costs by slightly over \$1.7 million over the first 50 years of operation.**

## **Case Study - Classroom Building Glazing Impact On Energy Performance**



# Actual Comparisons



\$100,000 annual  
savings  
\$5M over 50 yrs



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

AN ORDINANCE AMENDING SECTIONS 17.70.040, 17.170.090, 17.173.010, AND 17.174.010 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO SUSTAINABLE DEVELOPMENT PRACTICES.

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1. Purpose.* The purpose of this ordinance is to amend sections 17.170.040, 17.170.090, 17.173.010 and 17.174.010 of the Murray City Municipal Code relating to sustainable development practices.

*Section 2. Amend sections 17.170.040, 17.170.090, 17.173.010 and 17.174.010.* Sections 17.170.090, 17.173.010 and 17.174.010 of the Murray City Municipal Code shall be amended to read as follows:

**Chapter 17.170  
MURRAY CITY CENTER DISTRICT MCCD**

...

**17.170.040: DEFINITIONS:**

...

~~LEED: Leadership in energy and environmental design. It is a rating system published by the U.S. Green Building Council that encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accepted tools, design criteria, and building and systems performance criteria. LEED certification requires third party review and verification of compliance with required criteria by an individual certified by the Green Building Certification Institute.~~

~~LEED-ND (Neighborhood Design): Sustainable standard published by the U.S. Green Building Council which recognizes development projects that successfully protect and enhance the overall health, natural environment, and quality of life. The rating system encourages best development practices, promoting the location and design of neighborhoods. It promotes more efficient energy and water use, especially important in urban areas.~~

...

#### 17.170.090: SUSTAINABILITY STANDARDS:

A. The Murray City Center District (MCCD) has adopted the goal of pursuing and achieving sustainable development practices **in the MCCD** ~~that could lead to the eventual attainment of LEED-ND (neighborhood development) certification for the entire City Center District and encourages LEED certification for all individual buildings~~. The City may provide incentives for developers who ~~pursue~~ **achieve LEED third-party sustainable development** certification for buildings. ~~LEED-ND Sustainable development~~ standards are defined in the MCCD Design Guidelines and are recommended as standards for the development of the area. **No sustainable development certifications are required under this section.**

B. The City recognizes that, regardless of third party certification level, there are standards that are in the best interest of the health, safety, and general welfare of the residents of Murray. Standards to promote efficient and sustainable development have been included in the parking, landscaping and building and site design standards of the MCCD and are required whether or not an individual development attains ~~LEED~~ **a third-party sustainable development** certification. In addition, the following sustainability standards apply:

1. **New Public Development.** All new public buildings and uses shall, **as practicable**, be **designed and built to comply with LEED-certified at the silver level the High Performance Building Standards developed by the Utah Division of Facilities Construction Management**;

2. **New Non-Public Development.**

**a.** All new developments shall provide for on site treatment of stormwater runoff from rooftops and hardscape areas. Each development shall be responsible for pretreating the runoff from their site through the use of bioswales or green roofs prior to allowing the water to enter the Little Cottonwood Creek watercourses, or the Murray City stormwater drainage system;

**3b.** All new construction shall minimize site disturbance and include a stormwater pollution prevention plan (SWPPP) for the site and obtain a land disturbance permit from ~~Murray~~ **the City** on sites greater than one acre in size;

**4c.** WaterSense labeled plumbing fixtures are also required in ~~the buildings for all new developments~~ **s** and all new plumbing fixtures in existing buildings;

**5d.** All new buildings must demonstrate an average ten percent (10%) improvement over ANSI/ASHRAE/IESNA standard 90.1-2007 (with errata but without addenda). Buildings undergoing major renovations must demonstrate an average five percent (5%) improvement over ANSI/ASHRAE/IESNA standard 90.1-2007. Documentation of energy efficiency will be in accordance with the standards outlined in

appendix A of the adopted Design Guidelines for the MCCD. New multi-family residential buildings three (3) stories or fewer, ninety percent (90%) of buildings must meet Energy Star or equivalent criteria. Projects may demonstrate compliance with Energy Star criteria through the prescriptive requirements of a builder option package, the home energy rating system (HERS) index, or a combination of the two;

6e. For nonresidential buildings, mixed use buildings, and multi-family residential buildings four (4) stories or more indoor water usage in new buildings and buildings undergoing major renovations must be an average of twenty percent (20%) less than in baseline buildings as defined in appendix A of the adopted Design Guidelines for the MCCD;

7f. For new multi-unit residential buildings three (3) stories or fewer, ninety percent (90%) of buildings must use a combination of fixtures that would reduce water usage in accordance with appendix A of the adopted Design Guidelines for the MCCD. (Ord. 11-09)

....

#### **Chapter 17.173 BUSINESS PARK DISTRICT B-P**

##### **17.173.010: PURPOSE:**

The purpose of the Business Park District B-P is to allow for and encourage a wide variety of office, creative services, manufacturing, technology, distribution, and other light industrial employment opportunities. Development under these regulations should provide for office space, light manufacturing, and commercial operations in a business park campus-type setting characterized by large buffer strips, open spaces, landscaping, and quality site development standards. This district requires site and design standards that:

...

F. Encourage property owners, developers, architects, and contractors to use a mix of high quality, durable, low maintenance building materials which ~~allow for~~ **comply with LEED certification the High Performance Building Standards developed by the Utah Division of Facilities Construction Management or comparable third-party sustainable development standards.** (Ord. 18-10)

....

#### **Chapter 17.174 PROFESSIONAL OFFICE DISTRICT P-O**

##### **17.174.010: PURPOSE:**



The purpose of the Professional Office District P-O is to provide for mixed-use areas where urban public services are available or planned including access to high capacity transit. The intensity and quality of development will be higher than in other employment designations and urban in character. Development patterns adjacent to residential areas should enhance livability while contributing to the success of nearby businesses. This district requires site and design standards that:

...

F. Encourage property owners, developers, architects, and contractors to use a mix of high quality, durable, low maintenance building materials which ~~allow for~~ **comply with LEED certification the High Performance Building Standards developed by the Utah Division of Facilities Construction Management or comparable third-party sustainable development standards.** (Ord. 18-09)

*Section 3. Effective date.* This Ordinance shall take effect upon first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on  
this \_\_\_\_ day of \_\_\_\_\_, 2019.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
Dave Nicponski, Chair

ATTEST:

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

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, or a summary hereof, was published  
according to

law on the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

## 5.0 HIGH PERFORMANCE BUILDING SYSTEM

The State of Utah Division of Facilities and Construction Management require each project meet a sustainable design standard. All projects must meet the following standards. In the case where a conflict arises between different sections, the more stringent requirement should apply and the Department of Facilities and Construction Management (DFCM) should be notified about the conflict.

### 5.1 Integrated Design Process

#### A. General Intent

- (1) The process and expectations outlined in section 5.1 includes certain activities and events that are required to happen during the project. Many of the activities are not required, but their inclusion is based upon the experience of DFCM and professionals that serve DFCM. The intent thereof is to inform the project team of what should happen over the course of a project to not only meet the requirements of the HPBS but also maximize the value of design and construction efforts to DFCM and the State of Utah.
- (2) Adjustments to the process outline below, in order to best suit the needs of each project, are expected and should be discussed with the project team periodically through the project and recorded in the OPR.
  - a. The Owner shall directly hire the Energy Engineer, Building Envelope Commissioning Agent, and Commissioning Agent in the programming phase.
    - i. For Design Build projects the Energy Engineer shall provide the Energy Engineering over the course of the entire project as part of the design build team.
    - ii. Energy modeling and LCCA will be reviewed by the DFCM's third party reviewer.
  - b. The Owner, Energy Engineer, Commissioning Agent, and Building Envelope Commissioning Agent, shall provide timely input to the design team related to the OPR, BOD, and related HPBS documentation.
  - c. An updated BOD and OPR, including narrative of HPBS goals and strategies, shall be included in each design phase submittal to the owner. Changes from one phase to the next shall be documented as to provide a record of the development of the project.
  - d. An updated sustainable site plan shall be included in each design phase submittal to the owner
  - e. A HPBS Workshop must be completed during the first half of each phase of the project. Goals, strategies, and performance metrics must be documented in the OPR, BOD, and project documents accordingly. Additional informal HPBS Workshops shall be held to provide clear direction to the project in regards to the requirements of the HPBS
    - i. As coordinated by the design team and DFCM Energy Program Director, each HPBS Workshop shall include, but not limited to, the following project team members:
      - (a) Design team members
      - (b) Owner
      - (c) Agency Project Manager
      - (d) DFCM Project Manager
      - (e) Agency Energy Manager
      - (f) DFCM Energy Program Director
      - (g) Facilities Operators, if unknown at the time, it must be clearly identified who will be in attendance to represent the interests of facility operations.
      - (h) Energy Engineer

- (i) Commissioning Agent
    - (j) User group representative(s)
  - f. The Owner, design team, Energy Engineer, Commissioning Agent, and Building Envelope Commissioning Agent shall review each design phase submittal for compliance to the HPBS. Appropriate design phase comments shall be provided to the design team within 10 business days.
  - g. The design team shall conduct a building envelop systems meeting, during design development and construction documents phases, to review possible envelope strategies. Topics to review included, but are not limited to, air, thermal and moisture performance, functional performance requirements, constructability, energy efficiency, aesthetics, mock ups, and testing.
- B. Programming
  - (1) The following must be provided during the schematic design phase of the project. The design team shall provide simplified modeling iterations of various conceptual design proposals including, but not limited to, massing, orientation, glazing orientation, and glazing amount for the Energy Engineer to assess.
    - a. On an as needed basis, projects may be permitted an exception to this requirement, if approved by the DFCM Energy Program Director.
- C. Schematic Design
  - (1) The following must be provided during the schematic design phase of the project.
    - a. The design team shall conduct a building systems meeting to review the possible systems applicable to the project. Agenda items to include, but not limited to, performance, LCC, first costs, operations and maintenance, and existing infrastructure integration.
      - i. The design team, appropriate Facilities Operators, Commissioning Agent, Agency Energy Manager and or DFCM Energy Program Director, General Contractor and appropriate subcontractors (if hired), and Energy Engineer must be in attendance.
    - b. DFCM Energy Program Director to sign Rocky Mountain Power's Incentive General Applications as provided by Architect
    - c. The Cost Estimator or General Contractor/Construction Manager must provide relevant supporting construction cost estimates to the Energy Engineer and Design Team in a timely manner.
- D. Design Development
  - (1) The following must be provided during the design development phase of the project
    - a. The design team shall conduct a second building systems meeting to review the possible systems applicable to the project. Agenda items to include, but not limited to, performance, LCC, first costs, operations and maintenance, and existing infrastructure integration.
      - i. The design team, appropriate Facilities Operators, Commissioning Agent, Agency Energy Manager and or DFCM Energy Program Director, General Contractor and appropriate subcontractors (if hired), and Energy Engineer must be in attendance.
- E. Construction Documents
  - (1) The following must be provided during the construction documents phase of the project.
    - a. The design team shall conduct a building controls meeting to review the possible systems applicable to the project. Agenda items to include, but not limited to, metering, controls, points, analytics and operations and maintenance.

- i. The design team engineers, appropriate Facilities Operators, Commissioning Agent, Agency Energy Manager and or DFCM Energy Program Director, General Contractor and appropriate subcontractors (if hired), must be in attendance.
- b. The Design Team shall coordinate all incentives and rebates as outlined in section 5.14.
- c. The Design Team shall submit all required documentation to DFCM as part of the CD submittal. The submittal shall include, but is not limited to the following.
  - i. Sustainable site plan
  - ii. HPBS Spreadsheet
  - iii. Any exceptions and appeals
  - iv. Owner's Project Requirements
  - v. Basis of Design
- d. The Energy Engineer shall submit all required documentation, per section 5.5, to DFCM as part of the CD submittal:
  - i. Energy Model Spreadsheet
  - ii. Life Cycle Cost Worksheet
- e. The CxA shall submit all required documentation, per section 5.12, to DFCM as part of the CD submittal:
  - i. Commissioning Plan
- f. The BECx A shall submit all required documentation, per section 5.13, to DFCM as part of the CD submittal:
  - i. Building Envelope Commissioning Plan

F. Bidding

- (1) Value engineering efforts and substitution request must be evaluated in context of the HPBS, preferred operations and maintenance procedures and performance impacts over the life of the building.
- (2) The General Contractor shall account for HPBS requirements including, but not limited to, functional testing, building envelope function performance testing, and building flush out, in the construction schedule.

G. Construction

- (1) Submittals and shop drawings related to HPBS requirements shall be reviewed by the CxA, BECx A and Energy Engineer in the time period set forth in the construction documents. Their review does not relieve or supersede the responsibility of the design team to review the HPBS related submittals and shop drawings for compliance set forth in the construction documents.
- (2) The Design Team shall provide the required incentive and rebate documentation to the DFCM Energy Program Director as outlined in Section 5.14 and related appendices
- (3) BECx related performance tests shall be tracked in the weekly OAC meeting minutes.
- (4) At a minimum, the BECx A shall attend, in person or via a conference call, OAC meetings monthly. Reasonable effort by other team members shall be made to discuss related issues at the beginning of each meeting
- (5) A building envelope commissioning kick off meeting shall be coordinated by the general contractor and BECx A.
  - a. Required attendees include, but are not limited to the following: Architect, DFCM Energy Program Director. Subcontractors responsible for the following building components shall attend when applicable; masonry, insulation, air barrier, cladding, glazing, roofing and others as dictated by the envelop design.
- (6) Testing of building envelope components, on the building mock up, shall be completed with acceptable results prior to installation of said components.



- a. The general contractor and subcontractors responsible for the installation of the components shall attend the functional testing
- b. The BECxA shall review deficiencies and possible causes of failed tests with each subcontractor prior to leaving the site on the day of the test(s).
- (7) At a minimum the Commissioning Agent shall attend, in person or via a conference call, OAC meetings on a month basis.
- (8) A building systems commissioning kick off meeting shall be coordinated by the general contractor and CxA.

H. Substantial Completion and Project Closeout

- (1) The CxA shall coordinate with the agency Energy Manager to set up the project for benchmarking in EPA ENERGY STAR Portfolio Manager.
  - a. The agency Energy Manager shall report the ECI, EUI, GHG emissions and water used per EPA ENERGY STAR Portfolio Manager in its annual energy report to DFCM.
- (2) The CxA, Owner, and General Contractor shall conduct a Four Month Walk Through Performance Walk Through meeting.
- (3) The CxA shall finalize the incentive and rebates per section 5.14
- (4) The O&M manuals and As-Built documents must include, but is not limited to, the OPR, BOD, HPBS Worksheet, Energy Modeling Spreadsheet, Life Cycle Cost Worksheet, and Controls As-Built.

5.2 Context Sensitive Design

A. Site Design

- (1) The Design Team shall conduct a review of the local and regional planning documents pertinent to the project. These documents may include, but are not limited to:
  - a. Municipal Master Plan or Land Use Plan
  - b. Applicable Open Space Plans, including trail and recreation plans, municipal open space plans...
  - c. Municipal, Regional or State Transportation Plan
  - d. Local or Regional Stormwater Plans or Guidelines
  - e. Applicable environmental regulations that may apply to the site
- (2) The project design shall reflect the community vision for the site. The building site, open space design and access points shall reflect the goals of the regional and municipal planning documents.

B. Building Design

- (1) The building shall be sited and oriented to reflect the community development patterns and vision, while responding to the site, solar access, and other climate considerations.
- (2) The building design shall reflect the community vision and vernacular design patterns.

C. The façade design shall reflect the solar access and orientation of the site through the integration of shading devices, window location, and scale. Window to wall ratios that are appropriate based on building energy performance, orientation, and interior programming shall be integrated into the design.

D. Access

- (1) Provide enhanced access from the project entry to the identified pedestrian and transit access points at the perimeter of the site.
  - a. Ensure pedestrian paths are safe, accessible and maintainable by facility staff
- (2) Separate pedestrian paths from vehicular paths with landscaped barriers to the extent feasible.

- (3) Identify key paths on a Sustainable Site Plan drawing submitted at the Schematic, Design Development, and Construction Document phases.

### 5.3 Transportation Management

- A. Identify transportation management goals for the project to help reduce single rider vehicle impacts. This goal may be an overall percentage reduction in single-vehicle ridership, an increase in transit usage or the implementation of a carpooling program. Record this goal in the OPR.
- B. Incentivize transit use through a reduction in parking stalls provided. This reduction should be based on a 10% reduction in comparison to municipal requirements or a 25% reduction based on the 4<sup>th</sup> Edition Parking Generation Guide by the Institute of Transportation Engineers.
- C. Define clear, safe paths of access for pedestrians and cyclists from the public right-of-way to the building entry. Locate shower and changing rooms – as applicable – near these locations.
- D. Provide a minimum of 10 secure bicycle storage locations.
  - (1) After the course of one year Facility Operators shall assess the need to for additional bicycle storage racks and provide as necessary.
  - (2) If the project cannot or should not meet the above requirements, provide a written justification in the OPR.
- E. Provide a minimum of two reserved parking stalls for carpool vehicles and fuel-efficient, low emitting vehicles on each project.
- F. Implement three of the following strategies to reduce single vehicle ridership to and from the project.
  - (1) Identify transit and alternative transportation options for the users and site. Identify strategies to encourage transit ridership, such as reduced or free pass offerings.
  - (2) Incentivize transit use through increased parking fees or paid parking lots.
  - (3) Provide telecommuting and / or reduced work week programs to minimize single vehicle ridership to the building.
  - (4) Provide shower and changing room(s) for cyclists and those who exercise mid-day.
  - (5) Designate 5% or more of the total parking provided as parking stalls for low emitting/fuel efficient - locate these stalls in preferred parking locations.
  - (6) Provide alternative fuel stations as applicable for the project.
  - (7) Designate 5% or more of the total parking provided as parking for carpool vehicles- locate these stalls in preferred parking locations.
  - (8) Demonstrate single-vehicle ridership or vehicle impact reductions through an alternative method.
- G. The three strategies shall be identified in the OPR and included in to the Education and Outreach program for the building users and visitors.

### 5.4 Site Design

- A. Open Space Design
  - (1) Create an open space plan that defines the usable site areas, designates open space, and identifies the landscape and hardscape areas. These specific areas shall be shown on the Sustainable Site Plan drawing, include a brief description of the anticipated level of use of each of the areas, and submit with each design review phase.

- (2) Necessary pedestrian open spaces such as sidewalks, paths, and passive and active recreation areas, shall be designated. Include transportation management areas as indicated in section 5.3
    - a. Define active hardscape areas that will be used for pedestrian traffic or regular pedestrian or visitor use.
    - b. Define active landscape areas that will be used by building users and visitors regularly. Identify intended uses that may occur within this landscaped area.
    - c. Turf shall only be used at active landscape areas that are a minimum of fifteen feet in any direction and a minimum of 200 square feet. Exceptions to this shall be justified by local landscape and/or zoning standards. Any alternate use must be reviewed and approved by the DFCM Energy Program Director.
    - d. Define aesthetic and native or natural open-space areas, as applicable
    - e. Define active pedestrian hardscape areas that are used for emergency or non-active uses
  - (3) The Landscape Architect shall provide an estimated maintenance schedule for the landscaped areas, with an emphasis on the reduced maintenance and reduced water consumption of the native and adapted landscaped areas.
    - a. This maintenance schedule shall be included in the Operation and Maintenance Manuals for the project.
- B. Landscape Water Consumption
- (1) Create a site irrigation water use budget based on your location and site conditions, per the EPA Water Sense criteria.
    - a. Use the EPA WaterSense Tool<sup>1</sup> to identify the water allowance for the site after landscaped areas have been defined. A summary of the water allowance shall be included in the Operations and Maintenance Manuals for the project.
  - (2) Landscape water consumption shall be at or below what is identified as the monthly water allowance for the site by the EPA WaterSense Tool. Justification for exceeding monthly water reviewed and approved by the DFCM Energy Program Director. Design and implement landscape materials and features that respond to the allocated water budget identified in section 5.4.B.1 and meet the native and adapted landscape material requirements.
  - (3) Landscape features shall align with the anticipated use areas defined in the in section 5.4.A Integrate an EPA WaterSense Labeled irrigation controller into the irrigation system.
- C. Storm Water Design
- (1) Design, construct, and maintain storm water BMPs that manage rainfall on site and prevent the off-site discharge of precipitation from the first one inch of rainfall from a 24-hour storm preceded by 48-hours of no measureable precipitation.
  - (2) Implement at least two BMPs from the Best Management Practices for Storm Water<sup>2</sup>
    - a. Provide two BMP Information Sheets from the Guidance Document and a description of how the specific BMPs are implemented in the project.
    - b. Identify and describe the selected strategies in the OPR, and submit with the Design Development submission.
    - c. Implement one additional site performance standard as identified in items 2 through 5 on page 7-4 of the Storm Water Management Guidance Document.

---

<sup>1</sup> [http://www.epa.gov/WaterSense/water\\_budget/](http://www.epa.gov/WaterSense/water_budget/)

<sup>2</sup> Salt Lake County Engineering and Flood Control – Guidance Document for Storm Water Management – January 2012; Chapter 7.  
<http://www.pweng.slco.org/stormwater/pdf/longswplan.pdf>

D. Heat-Island Effect

- (1) Plan exterior hardscape materials to reduce the urban heat island effect. Use materials with an SRI of 35 or greater for all pedestrian oriented paved surfaces and reduce the overall use of asphalt as feasible.
  - a. Reduce the dimensions of 25% of parking stalls to meet compact stall requirements of 8'-6" in width and 16'-0" in length. Provide either signage or striping to indicate the compact vehicles stalls on the site.
  - b. Indicate the compact parking on the Sustainable Site Plan drawing.
  - c. Use concrete at all pedestrian oriented hardscape areas. Colored concrete shall not have an SRI of less than 29.
- (2) Use reflective roofing to reduce the urban heat-island effect at the building. Install a reflective roof with an SRI of 78 or greater over 75% of the low slope roof areas (slopes below or equal to 2:12) for all buildings in Climate Zones three and five.
  - a. Consider a tan colored, planted or ballasted roof at roofs that are visible from inside the building to reduce glare and increase occupant comfort.
  - b. Darker roofs shall be considered in climate zone 6, where heat absorption may be beneficial to the overall energy use of the building.
  - c. Install roofing with an SRI of 29 or greater at steep-sloped areas (slopes above 2:12)
  - d. SRI values for roofing and hardscape must be included in the Sustainable Site Plan.

E. Light Pollution Reduction

- (1) Use fixtures that as low in height as feasible, to ensure light is at the appropriate location for pedestrian safety and functionality..
- (2) All exterior lamps shall be LED.
- (3) Lighting values greater than 0.01 fc shall not extend beyond twenty feet over the defined site boundary, except as required by the municipality for pedestrian safety.
- (4) Exterior lighting shall be controlled by a photocell sensor.
- (5) All interior lighting systems shall be designed and controlled to shield interior light from the exterior of the building, or include a 50% reduction in lighting output between the hours of 11:00 pm and 5:00 am.

5.5 Energy

A. Energy Performance

- (1) All state agencies and institutions shall design new construction and major renovation, commercial and multi-family high-rise buildings (Proposed design) to achieve, if life-cycle cost-effective, an energy cost performance 20% below the energy cost performance of the corresponding Baseline design as determined by a DFCM hired Energy Engineer.
  - a. For the purpose of calculating the energy cost savings, include all fuel costs incurred for all systems normally specified as part of the Proposed design scope, regardless of specifying entity (interior & exterior), including receptacle and process load energy costs.
  - b. Energy costs for both the Baseline and Proposed designs shall be determined by using the Performance Rating Method as defined by Appendix G of ANSI/ASHRAE/IESNA Standard 90.1-2010, Energy Standard for Buildings Except Low-Rise Residential Buildings (with errata, without addenda).
  - c. The building/project Performance Rating percentage improvement shall be determined by use of the formula in paragraph G1.2 of *Standard 90.1-2010*, in terms of total energy cost, as follows.

$$\% \text{ Improvement} = 100 \times \frac{(\text{Baseline Utility Cost} - \text{Proposed Utility Cost})}{\text{Baseline Utility Cost}}$$

- d. Buildings or projects with a conditioned floor area less than 30,000 FT<sup>2</sup>, or less than \$5,000,000 total project budget, or a projected EUI of less than 20 kbtu/FT<sup>2</sup>/yr may, by discretion of the DFCM Energy Program Director, be exempt from section 5.5.A.1.
  - e. Projects exempted from section 5.5.A.1 by the DFCM Energy Program Director are required to incorporate qualitative design assist from a state hired Energy Engineer.
  - f. For Design Build Competitions, each shortlisted team may engage an Energy Engineer, at their own discretion and expense, to provide design assistance during the design competition phase, to demonstrate compliance with the HPBS. The winning team's life cycle cost analysis and subsequent energy efficiency strategies will be subject to review and approval by a DFCM hired third party reviewer and DFCM Energy Program Director. At any time during the competitive proposal phase, design teams may access DFCM's third party reviewer to answer questions concerning the LCCA and adherence to the energy modeling protocol set forth in the HPBS. Contact information will be provided.
- (2) If no life-cycle cost effective package of measures can be found that meets the required energy cost savings, (cost effectiveness shall be measured in aggregate at the project level, rather than each measure individually), and then the life-cycle cost effective package that comes closest to achieving the required energy cost savings may be substituted.
- a. Life-cycle cost-effectiveness shall be determined using the FEMP procedure as described in 10 CFR 436 – *Subpart A – Methodology and Procedures for Life-Cycle Cost Analysis* and NIST Handbook 135 – *Life-Cycle Costing Manual for the Federal Energy Management Program - Dept. of Energy - Energy Life Cycle Cost Model – BLCC 5*.
  - b. Utility incentives must be included in the life-cycle cost analysis where applicable.
  - c. Life-cycle cost-effectiveness may be demonstrated by using one of the following methods consistently throughout the project.
    - i. Life-Cycle Costs
    - ii. Net Savings
    - iii. Savings-to-Investment Ratio
  - d. At the discretion of the DFCM Energy Program Director, the life cycle cost analysis and subsequent Energy Efficiency Measures strategy will be subjected to review and approval by an appropriate third-party reviewer, selected by the DFCM Energy Program Director.
  - e. All life cycle costing estimations must be provided with supporting documentation including but not limited to unit pricing, source of pricing, and labor wages.
- (3) Documentation demonstrating compliance with section 5.5.A.1 must be submitted through the DFCM Energy Program Director for review and acceptance by an appropriate Submittal Reviewer, selected by the DFCM Energy (or Energy Program) Director.
- a. Appeals regarding extenuating circumstances related to demonstrating compliance with section 5.5.A.1 may be submitted to the DFCM Energy Program Director, for consideration on a project/building specific basis. Appeals can only be considered if made prior to the Construction Document design phase.
  - b. Minimum documentation requirements for demonstration of compliance with section 5.5.A.1 are as follows, and must be based upon the drawings and specifications referenced in the final construction document bid set, including the completion of value engineering, bid alternates, and addenda.

- i. All relevant project information as required by *Standard 90.1-2010-G1.4* (Reference Appendix B – Project Energy Performance Statement (link to electronic copies))
- ii. All energy model input values not specified by *Standard 90.1-2010-G1.4*. Examples include, but are not limited to thermostatic settings and occupancy & equipment schedules. Software output reports may be used to demonstrate compliance with this section.
- c. Coordination regarding interpretation of Appendix G methodology and protocol can be discussed between the Energy Engineer and Submittal Reviewer on an as needed basis.
- d. The Submittal Reviewer shall review and discuss the energy modeling submittal with the Energy Engineer. Results of the discussion including clarifications and revisions shall be documented by the Submittal Reviewer with comments. Revisions to the energy model and revised documentation shall be provided in response. A meeting will be held with the Energy Engineer, Submittal Reviewer, and DFCM Energy Program Director, as necessary, to reconcile any outstanding issues. Final acceptance will be granted by the DFCM Energy Program Director.
- e. Projects seeking credit for Energy Efficiency Measures not addressed specifically by Appendix G, at the discretion of the DFCM Energy Program Director, may do so by demonstrating savings relative to a Baseline determined through collaboration between the Energy Engineer and Submittal Reviewer.

B. Appliances and Equipment

- (1) As available, provide appliances, equipment, products, and/or furnishings that meet one of the following criteria<sup>3</sup>.
  - a. ENERGY STAR Qualified.
  - b. EPACT Registered
  - c. Products that meet or exceed the US Department of Energy's FEMP Energy Efficiency Recommendations
  - d. Rocky Mountain Power incentive, Questar Gas rebate program, or local utility company incentive/rebate approved equipment.
- (2) Credit for plug & process (unregulated) loads that are associated with products complying with section 5.5.B.1 may be given credit in the Proposed design energy model by following the exceptional calculation method described in *Standard 90.1-2010, G2.5*, or through use of the procedures described in section 6.4.5 of COMNET's *Commercial Buildings Energy Modeling Guidelines and Procedures*<sup>4</sup>.

C. Minimum requirements for new construction

- (1) The building envelope requirements in *Standard 90.1-2010 Tables 5.5.1-8* or code minimum, whichever is more stringent, are mandatory.
- (2) Minimum efficiency requirements of *Standard 90.1-2010 section 6.8 and section 7.8* or code minimum, whichever is more stringent, are mandatory for all new equipment covered under the standard.
- (3) The building envelope requirements of *IECC C402.3.1* are mandatory regardless if the project is complying with *ASHRAE 90.1* or *IECC*.
- (4) During design development the Electrical Engineer will provide a room-by-room count of installed and space-by-space allowed lighting power per *Standard 90.1-2010 Table 9.6.1*, as well as any lighting power exceptions taken per *Standard 90.1-2010 section 9.2.2.3*.

---

<sup>3</sup> [www.gsa.gov](http://www.gsa.gov)

<sup>4</sup> [www.ibpsa.us/sites/default/files/publications/COMNET-IBPSA-USA-Response.docx](http://www.ibpsa.us/sites/default/files/publications/COMNET-IBPSA-USA-Response.docx).

## 5.6 Water Efficiency

- A. Meet the EPA WaterSense<sup>5</sup> requirements for high efficiency plumbing fixtures and appliances within the building.
- B. Once-through process water systems are not permitted.
- C. Identify water efficiency goals and system expectations into the OPR and BOD submitted at Design Development and Construction Documents phases.

## 5.7 Materials and Resources

- A. Provide recycling containers and implement a recycling program in all new buildings.
  - (1) Recycling containers shall be collocated with the garbage bins.
  - (2) If co-mingled recycling is not permitted, bins must be clearly marked.
  - (3) At a minimum, mixed papers, cardboard, mixed plastics, and mixed metals shall be recycled.
- B. Integrate water bottle filling stations at a minimum of one drinking fountain in the building.
- C. Implement a construction waste management plan to divert a minimum of 75% of construction waste, by volume, from the landfill.
  - (1) Provide a narrative for exceptions to compliance with section 5.7.C. Narrative shall define the feasible diversion rate, by volume, and is subject to review and approval by DFCM Energy Program Director.
  - (2) Contractor shall track recycled content, per the HBPS Worksheet, and provide a summary of construction waste at project construction meetings to be reviewed for compliance by the Architect.
- D. Sustainable Material Sourcing
  - (1) Identify and specify building materials that are both extracted and manufactured within 500 miles of the project site.
    - a. Only the value associated with the regional content, by percentage, shall contribute to the sustainable value of the product.
    - b. Key materials include concrete, concrete masonry, brick, stone, gypsum board, steel joists, and regionally manufactured misc. metals.
  - (2) Identify and specify building materials that contain recycled materials.
    - a. Recycled content shall be tracked as both pre-consumer and post-consumer recycled content. Only 50% of the value of the pre-consumer recycled content shall contribute toward the sustainable value of the product.
    - b. Only the value associated with the recycled content shall contribute to the sustainable value of the product.
    - c. Key materials containing recycled content include concrete, all metal containing materials, plastic containing materials, carpet, and suspended ceiling systems.
  - (3) 35% of building materials, by value, shall meet one or more of the above sustainable materials strategies.

---

<sup>5</sup> [http://www.epa.gov/WaterSense/water\\_budget/](http://www.epa.gov/WaterSense/water_budget/)



- a. Provide the appropriate specification sections and documentation requirements in the construction document set to ensure the contractor understands the sustainable material requirements and expectations.
  - b. Contractor shall track sustainable material sourcing values and product purchase verification, per the HPBS spreadsheet. The Architect shall review summary values for compliance at the project construction meetings.
- (4) Only use low mercury or LED lamps in new construction projects.

## 5.8 Indoor Environment Quality

- A. Implement an indoor air quality management plan during construction. This plan shall meet the SMACNA IAQ Guidelines for Occupied Buildings Under Construction, 2nd edition ANSI/SMACNA 008–2008.
  - (1) The Contractor shall submit an Indoor Air Quality Plan to the CxA, outlining the implementation strategies to achieve the SMACNA requirements.
  - (2) Implementation of this plan shall be tracked on the weekly Construction Meeting Minutes.
- B. Implement a pre-occupancy air quality plan.
  - (1) At the end of construction, prior to occupancy, conduct an air quality test per USGBC LEED v4 Construction Indoor Air Quality Assessment requirements.
  - (2) The Test and Balance sub-contractor shall provide documentation to the Commissioning Agent demonstrating the dates and air flows achieved during the building flush.
- C. All interior paints and coatings shall meet the low emitting materials standards set forth by the South Coast Air Quality Management District Rule 1113, as adopted in January 2012.
- D. All interior adhesives and sealants shall meet the low emitting materials standards set forth by the South Coast Air Quality Management District Rule 1168, as adopted in January 2005.
- E. All flooring systems shall be low emitting, and meet the Green Label Plus program, FloorScore, Greenguard, or the Greenguard low emitting requirements.
- F. All janitor's closets, print and copy rooms, and chemical storage spaces shall be directly exhausted and constructed with a hard ceiling or walls constructed and sealed to deck.
- G. Provide permanently installed entryway systems, regularly maintained walk-off mats, or a combination of the two systems. All entry carpets shall be at least 10' in length at primary entryways.
- H. Office environments shall be designed with task lighting at each individual workstation.
- I. 65% of all regularly occupied spaces shall either have direct access to daylight and views or indirect access through shared glazing systems at interior partitions.
  - (1) Complete the HPBS Sustainability Worksheet to demonstrate compliance with Section 5.8.I.
  - (2) Daylighting and view strategies must be included in the OPR.

## 5.9 Education and Outreach Program

- A. Develop and implement a Building Education and Outreach Program to inform the building users of the sustainable design strategies. This program shall include a minimum of two of the following:

- (1) Digital or fixed signage describing the sustainable goals and strategies as well as behavior modifications to complement the sustainable design and construction efforts.
  - (2) A brochure or pamphlet on the sustainable strategies. This shall highlight the location of specific strategies and provide resources for additional information.
  - (3) Information on the building or department website highlighting the sustainable goals, strategies, and behavior modifications to compliment the sustainable efforts.
  - (4) Enhanced building training to ensure the building operators and users understand the systems and sustainable design strategies. This includes providing enhanced Operation and Maintenance information on the building systems and control strategies.
- B. The outreach program shall address the following sustainable strategies:
- (1) Context Sensitive Design
  - (2) Transportation Demand Management Plan and Programs
  - (3) Sustainable Site Design
  - (4) Energy Efficiency
  - (5) Water Efficiency
  - (6) Indoor Environment Quality
  - (7) Recycling and Material Management
- C. Energy Star Tracking
- (1) The Facilities Operator or Commissioning Authority shall register the building under the Energy Star Portfolio program and input and monitor energy and water consumption of the building.

## 5.10 Metering

- A. Metering System Scope
- (1) All state agencies and institutions shall incorporate the utility metering requirements of this section into new construction and major renovation projects. The scope of metering shall include at minimum:
    - a. Meters on each utility connected to the building, including but not limited to power, natural gas/propane, domestic water, irrigation water, chilled water, steam or condensate, and heating water, shall be provided as part of the construction project and shall be connected to an energy metering monitor network. If meters provided by utility companies can be connected to this network, these meters can serve to meet this requirement. Otherwise, separate meters will be required as part of the construction project that can connect to the meter monitoring network.
      - i. Irrigation metering is only required on projects where irrigation system feeds from a building or is a standalone system as part of the project.
    - b. Monitoring network for utility meters shall be connected to each meter and submeter in the building. This network shall connect to the building controls network via a dedicated automation engine device such as a JACE, NAE, or equivalent as approved by DFCM. Communication protocol on the monitoring network shall be BACnet, LON, and/or Modbus RTU and shall be coordinated with the building automation network. All devices connecting to this network shall use the selected communication protocol as their standard means of communication and shall make all data points readily available for monitoring through the network. A schematic of the monitoring network shall be included in the construction drawings.
    - c. Meter the entire building electrical load at the main service entrance switchboard. For projects with budgets exceeding \$5,000,000, or as directed by DFCM, provide submetering of electrical loads to HVAC systems, lighting, and plug loads. For Medium Voltage switchboards at 4160 volt or higher, provide

metering at each branch circuit. Multi-relays that gather metering data may be used in place of a standalone meter on branch circuits of large switchboards. Provide additional submeters for large renewable energy projects that interconnect to the building electrical panels.

- i. Submeters shall connect to the monitoring network. Connection to the monitoring network shall be through one connection point through a dedicated Building Automation node. Do not mix HVAC monitoring and Electrical metering on the same BAS node. Allow the HVAC monitoring and control to continue during maintenance on the metering side
- d. Provide additional submetering for any equipment or systems exceeding the following thresholds:
  - i. Electrical load exceeding 100 kW
  - ii. Natural gas/propane load exceeding 1,500,000 Btu/h
  - iii. Cooling tower fill and drain for cooling towers on systems with over 150 tons cooling capacity. If this information is available from chemical treatment or other systems, these systems can be included in the metering network in lieu of separate meters.
  - iv. Evaporative cooling system fill and drain for evaporative cooling systems sized for 50,000 CFM or more.
  - v. If individual pieces of equipment do not cross these thresholds, but they are part of systems (e.g. chiller or boiler plant) that have demands above the threshold level, provide submetering for the entire system.
  - vi. Verify with agency whether any additional submetering requirements exist (billable tenants, etc.)
- e. If individual pieces of equipment have internal metering capabilities that meet the requirements of this section, these points can be mapped into the meter monitoring network in lieu of external submeters.
- f. Where the project is part of a campus of other buildings, coordinate with campus personnel and design standard supplements for additional metering requirements. This may include matching existing head end equipment protocol, particular standards related to specifications of equipment, and requirements for programming on the head-end system to receive the new metering signals.
- g. The meter monitoring network shall be provided with graphics pages available over the web and through the building controls head end system (if provided). The graphics page shall provide a summary of the instantaneous readings of each meter, provide hourly and daily peak kW trend graphics, as well as the monthly and annual peak kW and total kW-hr readings of each meter. Provide data to allow comparisons of each month and year of the building's operation. Trends shall collect data at 15 minute intervals coincident for each meter on the network.
- h. The meter monitoring network shall be provided with export capabilities of a minimum of one year of data at hourly intervals, for all metered points, with trend data required, to either CSV or SQL format.
- i. Construction documents shall include schedules and locations of meters, and require submittals of meters for review by the design team, DFCM, and commissioning agent. Commissioning agent will review installation, calibration, and operation of meter system.

## B. Utility Meter Requirements

### (1) Electric Power Meters

- a. Provide digital power meters on all buildings. If there is more than one building on the project, provide separate metering for each structure.
- b. Provide power meter output in the communication protocol selected for the meter monitoring network.

- c. For monitoring the submeters, connect all back to a central location for interface with the Building Automation system node. Provide riser, plans, and details of wiring and conduit connections. Carefully consider how meter wiring can be routed and connected through switchboards. Consider how meters and wiring can be serviced in live switchboards. An acceptable alternate to switchboard mounting is a separate bank of meters adjacent to the switchboard.
  - d. Meters shall meet the ANSI standard for billable type meters. Provide meters to monitor with true RMS metering, with 0.2% accuracy.
  - e. Power meters shall have on board clock with date and time, and be able to record the day and time of any maximum demands or other events.
  - f. Monitor shall include instantaneous demand for kW, kWh, power factor PF, and shall also include maximum demand kW and total kWh.
  - g. Power meters shall have an on board digital display that reports measured voltage, amperage, kW, kWh, and power factor. The digital display shall be programmed and calibrated against a portable meter. Verification and commissioning is required for the monitoring network and the on unit digital display.
  - h. For large switchboards exceeding 2000 amp, or for medium voltage exceeding 4160 volt, provide test blocks on the face of the switchboard for testing the CT's and PT's. For medium voltage application, provide three PT's, 3 phase 4 wire system, and multiple tap CT's.
  - i. For main service meters, additional meter functions may be considered at the main service such as Total Harmonic Distortion, waveform capture, high speed event capture, and power analysis data. Do not provide these features for submetering unless requested by the agency or user group.
  - j. Where application calls for net metering, provide this function.
  - k. Metering and submetering data shall be coincident, with trending available independently for each individual metering point.
- (2) Natural Gas/Propane Meters
- a. Provide diaphragm type flow meters for sizes up to 1,000,000 Btu/h. Provide rotary type flow meters for sizes above 1,000,000 Btu/h. Accuracy on diaphragm meters shall be +/- 3% over the published flow range of the meter. Accuracy of the rotary meter shall be +/- 2% over the published flow range of the meter. Verify that maximum and minimum flow requirements for the project are suitable for the meter selected. Include requirement in the contract documents to correct meter multiplier for project gas pressure.
  - b. Provide a strainer upstream of all meters. Provide a bypass around meters. If meter is installed outside, route output wiring to local display inside building mechanical room. Orient pipe horizontally where meter is installed. Meter installation shall be in accordance with manufacturer's specifications. Show straight pipe requirements on contract drawings (12 pipe diameters upstream and 7 pipe diameters downstream, unless more is required by manufacturer). Strainers and bypass fittings are not to be included in the straight pipe length.
  - c. If the meter is provided with a dry-contact pulse output, a 4-20 mA output, or a proprietary protocol, require a controller/convertor be provided to convert the signal to the communication protocol used in the meter monitoring network.
  - d. Meter output to the monitoring network shall provide instantaneous flow rate as well as totalized flow rate. A local display shall be provided that shows these flow rates at the meter. Units shall be in CFH for instantaneous flow rate and 100's of cubic feet (CF) for the totalized flow rate.
- (3) Domestic/Irrigation Water Meters
- a. Provide positive displacement type flow meters for sizes up to 2" and direct coupled turbine type flow meters for sizes up to 20". Insertion turbine type flow

meters are acceptable in sizes from 2 1/2" to 8". Accuracy on all meters shall be +/- 2% over the published flow range of the meter. Verify that maximum and minimum flow requirements for the project are suitable for the meter selected.

- b. Provide a strainer upstream of all meters. Provide a bypass around meters that are installed inline. Bypasses are not required for insertion turbine meters that can be removed from the pipeline for maintenance without interrupting flow. Provide a test port downstream of meters.
- c. Install meter in well-lit and easily accessible area (irrigation meters may be installed in underground meter boxes, but display shall be located inside adjacent buildings). Orient pipe horizontally where meter is installed. Meter installation shall be in accordance with manufacturer's specifications. Show straight pipe requirements on contract drawings (12 pipe diameters upstream and 7 pipe diameters downstream, unless more is required by manufacturer). Strainers and bypass fittings are not to be included in the straight pipe length.
- d. If the meter is provided with a dry-contact pulse output, a 4-20 mA output, or a proprietary protocol, require a controller/convertor be provided to convert the signal to the communication protocol used in the meter monitoring network.
- e. Meter output to the monitoring network shall provide instantaneous flow rate as well as totalized flow rate. A local display shall be provided that shows these flow rates at the meter. Units shall be in GPM for instantaneous flow rate and Gallons, or 10's of Gallons, or 100's of gallons for the totalized flow rate as applicable to the project size.

(4) Steam Meters

- a. Provide a vortex type mass flow meter with integral density compensation. Accuracy to be +/-2% over the published range of the meter. Verify that maximum and minimum flow requirements for the project are suitable for the meter selected.
- b. Provide a strainer and drip leg upstream of all meters. Provide a bypass around meters.
- c. Install meter in well-lit and easily accessible area. Orient pipe horizontally where meter is installed. Meter installation shall be in accordance with manufacturer's specifications. Show straight pipe requirements on contract drawings (12 pipe diameters upstream and 7 pipe diameters downstream, unless more is required by manufacturer). Strainers and bypass fittings are not to be included in the straight pipe length.
- d. If the meter is provided with a dry-contact pulse output, a 4-20 mA output, or a proprietary protocol, require a controller/convertor be provided to convert the signal to the communication protocol used in the meter monitoring network.
- e. Meter output to the monitoring network shall provide instantaneous flow rate as well as totalized flow rate. A local display shall be provided that shows these flow rates at the meter. Units shall be in lb/hr for instantaneous flow rate and 1000's of lb for the totalized flow rate.

(5) Condensate Meters

- a. Provide positive displacement type flow meters for sizes up to 2" and direct coupled turbine type flow meters for sizes up to 20". All condensate meters shall be rated for operation with fluids up to 230°F. Accuracy on all meters shall be +/- 2% over the published flow range of the meter. Verify that maximum and minimum flow requirements for the project are suitable for the meter selected.
- b. Provide a strainer upstream of all meters. Provide a bypass around meters that are installed inline. Require that meter be installed in a low point in the piping system to ensure the pipe remains full of water. Provide a test port downstream of meters.

- c. Install meter in well-lit and easily accessible area. Orient pipe horizontally where meter is installed. Meter installation shall be in accordance with manufacturer's specifications. Show straight pipe requirements on contract drawings (12 pipe diameters upstream and 7 pipe diameters downstream, unless more is required by manufacturer). Strainers and bypass fittings are not to be included in the straight pipe length.
  - d. If the meter is provided with a dry-contact pulse output, a 4-20 mA output, or a proprietary protocol, require a controller/convertor be provided to convert the signal to the communication protocol used in the meter monitoring network.
  - e. Meter output to the monitoring network shall provide instantaneous flow rate as well as totalized flow rate. A local display shall be provided that shows these flow rates at the meter. Units shall be in GPM for instantaneous flow rate and Gallons, or 10's of Gallons, or 100's of gallons for the totalized flow rate as applicable to the project size.
- (6) Chilled Water or Heating Water (Below 200°F)
- a. On buildings that receive chilled water or heating water from a remote plant, provide a BTU meter that consists of flow meter, supply and return temperature sensors (matched pair of RTDs), and local display that calculates GPM, Btu/h, and totalizes Btu readings. The flow meter shall be an insertion turbine meter for pipe sizes from 2 1/2" to 8". For sizes larger than 8", the flow meter shall be an electromagnetic or ultrasonic flow meter. Accuracy to be +/-2% over the published range of the meter. Verify that maximum and minimum flow requirements for the project are suitable for the meter selected.
  - b. Provide a strainer upstream of all meters. Provide a bypass around meters that are installed inline. Bypasses are not required for insertion turbine meters or ultrasonic flow meters that can be removed from the pipeline for maintenance without interrupting flow. Provide a test port downstream of meters.
  - c. Install meter in well-lit and easily accessible area. Orient pipe horizontally where meter is installed. Meter installation shall be in accordance with manufacturer's specifications. Show straight pipe requirements on contract drawings (12 pipe diameters upstream and 7 pipe diameters downstream, unless more is required by manufacturer). Strainers and bypass fittings are not to be included in the straight pipe length.
  - d. Meter output to the monitoring network shall provide instantaneous flow rate, supply and return temperatures, instantaneous energy transfer rate as well as totalized flow and totalized energy transfer. A local display shall be provided that shows these values at the meter. Units shall be in GPM for instantaneous flow rate, Btu/h for instantaneous energy transfer rate, and 1,000,000's of Btu for the totalized energy transfer. If room temperature will exceed 85°F, move display to adjacent cooler room.
- (7) High Temperature Heating Water (Above 200°F)
- a. On buildings that receive high temperature heating water from a remote plant, provide a BTU meter that consists of flow meter, supply and return temperature sensors (matched pair of RTDs), and local display that calculates GPM, Btu/h, and totalizes Btu readings. The flow meter shall be an ultrasonic or flange to flange insertion type flow meter. Verify with DFCM or agency for each project. All components in this system shall be rated for temperatures up to 750°F. Accuracy to be +/-2% over the published range of the meter. Verify that maximum and minimum flow requirements for the project are suitable for the meter selected.
  - b. Provide a bypass around meters that are installed inline. Bypasses are not required for ultrasonic flow meters that can be removed from the pipeline for maintenance without interrupting flow.

- c. Install meter in well-lit and easily accessible area. Orient pipe horizontally where meter is installed. Locate flow meter on return line. Meter installation shall be in accordance with manufacturer's specifications. Show straight pipe requirements on contract drawings (12 pipe diameters upstream and 7 pipe diameters downstream, unless more is required by manufacturer). Strainers and bypass fittings are not to be included in the straight pipe length.
- d. Meter output to the monitoring network shall provide instantaneous flow rate, supply and return temperatures, instantaneous energy transfer rate as well as totalized flow and totalized energy transfer. A local display shall be provided that shows these values at the meter. Units shall be in GPM for instantaneous flow rate, Btu/h for instantaneous energy transfer rate, and 1,000,000's of Btu for the totalized energy transfer. If room temperature will exceed 85°F, move display to adjacent cooler room.

## 5.11 Data Points

### A. Definitions

- (1) The input/outputs points list as defined in Appendix A have the following definitions:
  - a. Digital Input: This term is defined as binary data flow into a controller or control function. These values are "on/off", alarm or normal, 0 or 1, etc.
  - b. Digital Output: This term is defined as binary data flow out of a controller or control function. These values are on/off, start/stop, open/close, etc. These values are typically shown as 0 or 1, True or False, On and Off, etc.
  - c. Analog Input: This term is defined as analog data flow into a controller or control function. These values are associated with thermostats, thermo wells, transducers, CO2 sensors, humidity sensors, flow sensors etc. These values are typically shown in incremental values.
  - d. Analog Output: This term is defined as analog data flow out of a controller or control function. These values are associated with speed, position, damper actuators, valve actuators, etc. These values are typically shown as 0-100%.
  - e. Hardwire Interlock: This term refers to physical wiring between two devices which prevents one device from operating until the other device confirms ability to operate. These types of interlock are typically associated with a damper confirming open before a fan may start, a valve confirming open until a pump may start, etc. This does not refer to any software interlock but an actual physical connection.
  - f. BAS Communication: This term refers to values sent from or sent to devices which communicate over a software communication protocol such as LonWorks, BACnet, Modbus, or other software communications. These are not physical points directly wired to controllers but are typically sent over a communications protocol.
- (2) The graphics points list as defined in Appendix A have the following definitions:
  - a. Dynamic Flow Diagrams: This refers to graphics which have animation showing digital inputs operation. These are animations are typically fan status as shown as a moving fan, pump status as shown as a moving impeller on a pump graphic, a coil status as shown as a color change in the coil color, etc.
  - b. Start/Stop: This refers to a digital output value as shown in textual format. These values show open/close, start/stop, as physically shown on the graphic.
  - c. Display Status: This refers to a digital input value as shown in textual format. These values show on/off, open close, as physically shown on the graphic.
  - d. Display Value: This refers to both analog inputs and outputs as shown in textual format. These values show percentage open, speed, gpm, cfm, etc.



- e. Adjust Value: This refers to any value that can be manipulated through the BMS system. These values can be adjusted as an override from the BMS or an adjusted set point. All controlling set points will be shown on the graphic.
- (3) The other points list as defined in Appendix A have the following definitions:
  - a. Alarm Local: This refers to an alarm that is shown only locally on the BMS and an alarm that does not require immediate attention by staff or an alarm that is generally not detrimental to the system if it does not function correctly. Different priorities will be defined in the project requirements.
  - b. Alarm Email: This alarm is reserved for failures in the system which could create a great monetary expenditure to resolve if not addressed immediately. The intent is to alarm offsite personnel during unstaffed time periods to immediately come to the site to resolve the issue before further damage could be done.
  - c. Trend 15 Minutes: This refers to trending that needs to be setup in the system to trend every 15 minutes. The cache for these trends needs to be at least 8 weeks in storage for review by the DFCM or user groups. Trend charts shall be setup by the contractor in direction of the Cx, Engineer, or User group. It is not the intent that all points listed in the “trend 15 min” be all shown on a single chart but be separated in relation to the control of the system and the command of the system. An example is an pumping system where the lead/lag or duty/standby is shown compared to the differential pressure in the system.

B. Implementation

- (1) The points list shall only be implemented in buildings that require a BMS. If a BMS system is not required or requested by DFCM then the points list will not apply in its entirety.
  - a. This requirement is not to alleviate Design/Build applications from providing a BMS unless it is specifically stated in the program documents that it is not required.
  - b. If the program documents do not address a BMS then it will be inferred that a BMS is required in compliance with this section.
- (2) Trending will be implemented for all pieces of equipment as defined in the points list. Individual charts shall be created at direction of the Cx, Engineer, or DFCM representative. These trend charts shall be able to be accessed through a web interface and a single point click. The intent is not to have these charts created each time an individual logs into the system. The intent is to have these charts accessed through a single click.
- (3) Implementation of this section is not to be applied wholly to each individual building. The intent is only individual systems as applied to the project only be followed per the stated section.
- (4) Any system that is not listed in the points list shall not alleviate the design or construction team from implementing a defined points list. In the event that a system is not defined a list shall be provided to DFCM to show which points shall be implemented. The points list shall be delivered to the DFCM, user groups, and Cx by the design team before 50% CDs are created in a Design-Bid-Build or CM/GC delivery system. The points list shall be delivered to the DFCM, user groups, and Cx by the design team before DDs are created in a Design/Build delivery system. A narrative shall be submitted to DFCM in the event compliance with section 5.11 is too stringent or costly for a given project that requires a BMS. Any waiver shall be approved by the DFCM and the user group. The waiver shall be accompanied by a descriptive reason on why the standards are too stringent or costly for the project.
  - a. The waiver shall not be approved when finances are not in place, only when the implementation does not prove to have a reasonable use.

- A. The following industry standards provide a minimum level commissioning in to determine the scope for capital development projects.
- (1) American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) ASHRAE Standard 202, Commissioning Process for Building and Systems
  - (2) National Environmental Balancing Bureau (NEBB) - Procedural Standards for Whole Building Systems Technical Commissioning
  - (3) Building Commissioning Association (BCxA) - New Construction Building Commissioning Best Practice
  - (4) AABC Commissioning Group Guidelines (ACG) – ACG Commissioning Guideline
- B. DFCM shall determine the systems and assemblies to be commissioned, per the OPR, in the project's team's scope. The following systems must be commissioned as a minimum.
- (1) Cooling systems
  - (2) Heating systems
  - (3) Steam systems
  - (4) Air handling systems
  - (5) Smoke controls systems including fans ductwork and interconnected air handling/supply systems
  - (6) Plumbing systems
  - (7) Emergency power systems
  - (8) On-site renewable energy systems
  - (9) Electrical systems
  - (10) Building Automation Systems (BAS), including verification of correctly installed data points and meters
- C. The below following duties only pertain to mandatory systems to be commissioned. Other systems that may be commissioned shall be defined per individual project. The following duties shall be performed by the commissioning project manager and not any other individual commissioning team member:
- (1) Review OPR at each design phase
  - (2) Review BOD at each design phase
  - (3) Review each design phase (Programming, SD, DD, CD) submittal for compliance to HBPS Sections
  - (4) Attend Design Meetings as necessary, including design phase review meetings, systems meetings and HPBS Workshops
  - (5) Conduct Commissioning Kick-off Meeting, attendees per Section 5.1
  - (6) Review the Commissioning Plan (prepared by other commissioning team members)
  - (7) Review submittals for main pieces of equipment and issue a report written by the project manager (main pieces of equipment include Boilers, Chillers, Cooling Towers, Heat Pumps, Air Handling Units (larger than 5,00 CFM), Pumps, VFDs, Lighting Controls, Building Management System, Roof Top Units, VRF, Chilled Beams, VAV, FCU)
  - (8) Attend Construction Meetings (at least monthly at first install of MEP rough in)
  - (9) Review first installed or mock-up items
  - (10) Review Final Sequence of Operations as installed to ensure compliance with documentation.
  - (11) Review Functional Acceptance Test final test records(as performed by other commissioning team members)
  - (12) Review Test and Balance Report
  - (13) Review Commissioning Report
  - (14) Review Systems Manual
  - (15) Review Trending data (at least four weeks) for major pieces of equipment and lighting controls

- (16) Follow up on the project at 3,6,9,11 months to ensure the system is performing as intended.
- D. The following duties shall be performed by the commissioning agent or may be performed by the commissioning project manager and not any other individual commissioning team member:
- (1) Review SD drawings
  - (2) Prepare the commissioning plan
  - (3) Review minor submittals (minor submittals include piping, valves, plumbing equipment, other electrical equipment not defined in project managers duties, and other pieces of equipment not defined in the project manager duties)
  - (4) Conduct construction meetings
  - (5) Verify Equipment on site matches items submitted
  - (6) Prepare and execute PFAT checklist
  - (7) Prepare and execute FAT checklist
  - (8) Execute PT-PT checks on 100% of all of the points on the building management system
  - (9) Calibrate all (100%) points on PT-PT checks on the building management system, occupancy sensors, and day lighting controls.
  - (10) Attend Startup of major pieces of equipment and review startup reports from contractors.
  - (11) Review issues logs.
  - (12) Review Training Agendas
  - (13) Prepare the Commissioning Report
  - (14) Prepare the Systems Manual
- E. The following duties shall be performed by the commissioning technicians or may be performed by the commissioning agents or may be performed by the commissioning project manager and not any other individual commissioning team member:
- (1) Review all installed pieces of equipment, piping, insulation, conductors, receptacles, switches, transformers, switchgear, panel boards, switchboards, MCC, VAV, VRF, Chilled beams, FCU, Exhaust Fans, Relief Fans, etc. that they meet OPR, CD, and Manufacturer recommended instructions
  - (2) Assist in execution of PFAT checklist
  - (3) Assist in execution of FAT checklist
  - (4) Perform all other duties not defined in the commissioning project manager and commissioning agents responsibilities but defined in the Standards and Guidelines as defined in the Standards and Guidelines section.
  - (5) Prepare issues logs.

### 5.13 Envelope Commissioning

- A. High performance building shall be commissioned in general compliance with ASTM E2813-12 *Standard Practice for Building Enclosure Commissioning*. Where conflicts arise between ASTM E2813 and this Standard, this Standard shall supersede.
- B. Standard performance buildings shall be commissioned through the design phase in general compliance with ASTM E2813-12,
- (1) Project budget will dictate commissioning activities beyond the design phase.
- C. Building Components Included in Building Envelope Commissioning
- (1) Below-grade construction including foundations, basements, and slab-on-grade that functions as part of the exterior enclosure system with utilization of waterproofing and drainage systems, but excluding structural and fireproofing systems and components
  - (2) Superstructure floor and roof construction that functions as part of the exterior enclosure system.

- (3) Exterior enclosure construction, above grade, including exterior opaque walls and claddings, fenestration, sheathing, framing, insulation, air barriers, vapor barriers, drainage control layers (or Water Resistive Barriers –WRB’s), RF shielding materials, and additional components of the assembly that may impact the long term performance of the enclosure.
  - (4) Roofing, including roofing system, roofing insulation, air barriers, vapor barriers, roofing membranes, skylights, hatches, and other roof openings/penetrations.
- D. Building Envelope Commissioning – Phases and Tasks – Design-Bid-Build
- E. The overall BECx process and scope of services shall be in general accordance with the following industry standards, but with emphasis placed on ASTM E2813:
- (1) NIBS Guideline 3-2012 Building Enclosure Commissioning Process
  - (2) ASTM E2813 Standard Practice for Building Enclosure Commissioning
  - (3) CSA Z320-11 – Building Commissioning Standard & Check Sheets
- F. The following tasks shall be included in the BECx scope of work
- (1) Pre-Design Phase
    - a. The Building envelope commissioning agent (BECxA) must be engaged during or prior to the pre-design phase for all High Performance projects and during the design phase for all Standard Performance Projects.
    - b. The OPR, relative to the building envelope components selected for commissioning, is documented in order to establish a baseline of performance expectations to which the actual installed performance is compared. The BECxA, with the assistance of the Owner, discusses the BOD Summary that documents the OPR for those building systems selected for commissioning. The BOD Summary reflects the underlying assumptions and requirements that become represented in the construction documents. The OPR is developed by the Owner and documented by the BECxA. Project schedule, design life, and project delivery method should all be included in the OPR. For Standard Performance projects, this task is complete in the design phase.
    - c. Review of the design narratives to attain an understanding of the BOD. The Basis of Design (BOD) Document records the concepts, calculations, decisions, and product selections used in the design to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document generally includes both narrative descriptions and lists of individual items that support the design process. The BOD Document is developed by the Architect/Engineer of Record (A/E) through a series of design narratives. The BECxA reviews the BOD statement and design narrative documentation and provides written commentary to the A/E and other members of the Commissioning Team as required.
    - d. Identify the scope of the BECx process. A BECx Scope Meeting will be conducted. Topics to be covered during the BECx Scope meeting include, but are not limited to, the BECx process, communication protocols, and development of OPR and BOD. The step is often accomplished with a conference call.
    - e. Development of the initial BECx plan. The BECxA will develop the initial BECx plan, which can either be its own entity (common) or a part of the Master Commissioning Plan (uncommon). The plan shall include key elements including, but not limited to, project schedule inclusive of BECx tasks and milestones, systems to be commissioned, roles and responsibilities of commissioning team members, means of communication and reporting of conditions and progress throughout the BECx process, and the level of documentation expected throughout the BECx process. The plan is updated



periodically throughout the BECx process to reflect changing project conditions or requirements until the end of the project, when it then becomes the Project Commissioning Record.

(2) Design Phase

- a. The BECx shall review the relevant project documents to assist with the development of a building envelope that provides environmental separation. The design concepts will be evaluated against the OPR and BOD. The review will include verification that all systems to be commissioned are addressed in the BOD and fulfill the OPR such that the systems are coordinated with each other. The review shall occur a minimum of two times, including a back-check of subsequent issuances. Deliverables typically consist of written mark-ups of the architectural drawings and project specifications to be shared and discussed with the project team. The A/E provides a written response to the BECA and Owner as to how the comments will be reflected in the final bid documents. On a typical high performance project, there will be at least three in person meetings between the A/E and the BECx.
- b. The BECx requirements are incorporated into the construction documents via a BECx specification sections provided by the BECx and submitted to the A/E for review and approval. The functional performance testing requirements (including both mock-up and field testing) will be incorporated into the construction documents via a functional performance testing specification section. Both specification sections are created by the BECx based on the requirements outlined in the OPR and BOD and submitted to the A/E for review and approval.

(3) Pre-Construction Phase

- a. The A/E or Contractor shall provide all sub-contractor submittals, including material submittals, shop drawings, applicable substitution requests, and quality control documentation to the BECx prior to commencement of building envelope construction. The BECx will review all contractor exterior envelope submittals for compliance to the BOD, design documents, performance, and constructability, with concentration on transition details, sequencing concerns, and quality control contractual requirements. All concerns shall be forwarded, in writing, to the A/E for their review and formal response to the Contractor. All submittal and shop drawing reviews by the BECx will occur prior to review by the A/E, when possible. When applicable, the BECx will provide written mark-ups of the shop drawings to the A/E. Air barrier shop drawings are required on all projects.
- b. In general, the Contractor will complete CCs for all assemblies and systems prior to formal performance testing of equipment or subsystems of the given system. These checklists will be reviewed by and as needed commented on by the BECx.
- c. The Contractor will arrange and schedule a Pre-Construction Trade Orientation Meeting, prior to the commencement of the building envelope mock-up or building envelope construction, to be chaired by the BECx. Topics covered during the meeting would include, but not necessarily be limited to, inspection and testing procedures, review of plans and specifications, review of shop drawings, construction schedule and sequencing, material selection and compatibility, and other installation concerns. This meeting may also serve as the building envelope commissioning kick-off meeting or they may be separate meetings.
- d. Mock-ups of the critical envelope components shall be constructed and tested prior to the commencement of building envelope construction in order to verify the performance of the systems and to set construction standards and material

selection for the duration of the project. Components required in the mock-ups will be as identified in the relevant sections of the Project Specifications and Architectural Drawings. Construction of the mock-up is to be observed and documented by the BECxA. Once completed, the Contractor will provide confirmation of completion to the BECxA and A/E. The completed mock-up will then be reviewed by the BECxA and A/E for compliance to the Contract Documents. Once the mock-up has been visually observed for compliance to the Contract Documents, the mock-up will be tested to ensure adherence to the performance requirements set forth in the Contract Documents. The testing protocol will be as identified in the Contract Documents in the Functional Performance Test Specification developed by the BECxA and approved by the A/E during the Design Phase. Should failures occur during mock-up testing, the Contractor shall investigate the source of the failure and propose a remediation strategy for review and comment by the BECxA and A/E, and install the approved repair work. The mock-up shall be retested until passing results are achieved, prior to full scale construction at the project site. Any repairs or remedial work performed on the mock-up must be documented by the BECxA.

(4) Construction Phase

- a. The BECxA will participate in pertinent envelope performance/installation meetings and commissioning meetings as required.
- b. The BECxA will participate, in person or via conference call, at least one OAC meeting per month.
- c. Upon commencement of building envelope construction and continuing throughout the construction process, on-site inspections will be conducted by the BECxA to review the Work for compliance to Contract Documents and industry standards. Deficiency logs will be generated by the BECxA and repairs tracked with the goal of having a zero punch list project.
- d. The BECxA will observe or perform functional performance testing of the building envelope. The field testing protocol will be as identified in the Contract Documents in the Functional Performance Test Specification developed by the BECxA and approved by the A/E during the Design Phase. Failed tests should be retested until satisfactory results are achieved. Additional testing may be performed as determined by the Owner, BECxA, and A/E as outlined in the functional performance test specification. Envelope components and systems shall not be installed on the building or beyond the in situ mock location until testing has demonstrated satisfactory results.
- e. The BECxA plan will be updated as needed, as this is a living document and may reflect new and/or reduced requirements as directed by the Owner.
- f. The BECxA may participate in dispute resolution regarding exterior envelope components/systems and associated performance. The BECxA and the A/E may be relied upon during construction to evaluate compliance with the OPR; to provide and vet out alternative solutions; and to evaluate the associated risks.

(5) Post-Occupancy Phase

- a. The BECxA will finalize the BECxA plan and the final commissioning report with respect to the building envelope.
- b. The BECxA provides appropriate training to the building maintenance personnel with respect to building envelope maintenance.
- c. The BECxA will provide a site review and follow-up meeting 10 months post-occupancy. A written post-occupancy site visit report will be incorporated into the Building Envelope Commissioning Record.

G. Guidelines for performance criteria and associated functional performance testing commissioned systems/assemblies are as follows below. The BECxA may deviate from the general

recommendations below to suit project needs. Section 5.16 lists Referenced Standards and Codes which can be applied to the building envelope functional performance testing plan.

- (1) Water
  - a. In general, water testing on a façade surface shall be in accordance with ASTM E 1105 or AAMA 501.1. Project test pressures will be based on the wind load calculations per ASCE 7 in conjunction with the rated performance of specified products per AAMA 101 with a minimum 6.24 psf differential pressure. Water leakage shall be defined as any water that is interior to the primary plane of air tightness (whether visible or not from the interior) that is not positively drained to the exterior. Detailed water penetration resistance requirements are outlined in Appendix G.
- (2) Vapor
  - a. A continuous vapor barrier (or vapor retarder) must be provided to all exterior opaque walls, roofing, below grade foundation walls and slabs, and slab-on-grade conditions as determined by appropriate hydrothermal analysis. This vapor barrier shall be sealed at all interfaces, fenestrations, penetrations, etc. A vapor barrier (or vapor retarder) is defined as materials with vapor permeability below 1.0 perm per ASTM E96 desiccant or dry cup method (Class I or Class II per 2012 IBC).
  - b. Testing is not required, but visual inspections of installed work are required. High Performance structures require vapor barriers to be included in the performance mock-up.
- (3) Air
  - a. In general, air testing is performed in accordance with ASTM E 1186, ASTM E 783, and ASTM E 779. Detailed performance criteria are identified in Appendix G

#### 5.14 Incentives and Rebates

- A. Utility sponsored incentive and rebate programs when properly leveraged offer project additional cause to implement energy efficient strategies into the State's facilities. It is the intent of DFCM to obtain, in a timely manner, all possible gas and electric utility incentives and rebates for the *prescriptive or typical* measures included in their new building projects.
  - (1) *Prescriptive* energy efficiency measures are defined as those that propose equipment/systems that exceed existing building energy code and have incentives or rebates paid based on the type, size, and quantities of high efficiency equipment installed.
- B. This section of the HPBS and its supporting appendices provide information about the incentive and rebate process as well as guidance to project teams on how to best navigate both Rocky Mountain Power (RMP) and Questar Gas Company's (QG) programs.
  - (1) As of July 1<sup>st</sup>, 2014 only RMP and QG are the only utility providers in Utah who offer whole building program incentives and rebates. Therefore this section is oriented towards the programs that they currently offer. If, at a later time, local municipal utility companies offer incentive and rebate programs, the DFCM will utilize those programs, when possible, to further energy efficiency in State's facilities.
- C. Incentive and rebate opportunities shall be properly identified in the design phase of each project.
- D. Possible incentive and rebate values for specific energy efficiency strategies shall be incorporated as a separate line item in the LCCA required in section 5.5.

- E. In the case where the incentive and rebate program conflicts with the sections within the HPBS that conflict shall be made know to the DFCM Energy Program Director, who will then discuss the conflict with the project team.
- F. The architect is ultimately responsible for the design team performing their assigned tasks and obtaining all utility incentives and rebates.
- G. Custom energy efficiency measures (EEMs), are to be identified and handled by the design team by reporting them, as soon as they are identified, to the DFCM Energy Program Director who will coordinate with the proper utility.
- H. Appendix H, and Appendix I provides a road map for how the project's prescriptive measure incentives are to be obtained. Deviations from the process outlined in this appendix must be approved by DFCM's Energy Program Director.

#### 5.15 Owner's Project Requirements

- A. A concise OPR must be developed by the design team and owner during the project programming phase, or by the midpoint of schematic design, for projects without a programming phase.
  - (1) For projects with a programming phase, the OPR is required to be complete and included in the project program.
  - (2) For projects without a programming phase the, the OPR is required to be complete and included in the schematic design review set.
- B. Once the initial OPR and BOD are developed by the design team and the Commissioning Agent (CxA) has been integrated into the project, it is to be reviewed by the CxA at the SD, DD and CD submittal.
- C. Changes to the OPR and BOD, from one design phase to the next, must be documented by the design team.
- D. Sections that must be included in the OPR are detailed in Appendix F. Coordination with DFCM's Design Requirements<sup>6</sup> is required.

#### 5.16 Referenced Standards

- A. American Architectural Manufacturers Association
  - (1) AAMA 101-2011 North American Fenestration Standard/Specification for Windows, Doors, and Skylights
  - (2) AAMA 511-08 Voluntary Guideline for Forensic Water Penetration Testing of Fenestration Products
  - (3) AAMA 501.1-05 Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure
- B. American Society of Civil Engineers
  - (1) ASCE 7 Minimum Design Loads for. Buildings and Other Structures
- C. American Society of Heating, Refrigerating and Air-Conditioning Engineers
  - (1) ASHRAE Standard 90.1-2010 -- Energy Standard for Buildings Except Low-Rise Residential Buildings

---

<sup>6</sup> [dfcm.utah.gov/wp-content/uploads/design\\_requirements.pdf](http://dfcm.utah.gov/wp-content/uploads/design_requirements.pdf)



- D. ASTM International
- (1) ASTM C90-14 Standard Specification for Loadbearing Concrete Masonry Units
  - (2) ASTM C91/C91M-12 Standard Specification for Masonry Cement
  - (3) ASTM C144-11 Standard Specification for Aggregate for Masonry Mortar
  - (4) ASTM C150/C150M-12 Standard Specification for Portland Cement
  - (5) ASTM C207-06(2011) Standard Specification for Hydrated Lime for Masonry Purposes
  - (6) ASTM C270-12a Standard Specification for Mortar for Unit Masonry
  - (7) ASTM C370-12 Standard Test Method for Moisture Expansion of Fired Whiteware Products
  - (8) ASTM C595/C595M-13 Standard Specification for Blended Hydraulic Cements
  - (9) ASTM C794 Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants
  - (10) ASTM C1060 Practice for Thermographic Inspection of Insulation Installations in Envelope Cavities of Frame Buildings
  - (11) ASTM C1153 Practice for Location of Wet Insulation in Roofing Systems Using Infrared Imaging
  - (12) ASTM C1157/C1157M-11 Standard Performance Specification for Hydraulic Cement
  - (13) ASTM C1193 Guide for Use of Joint Sealants
  - (14) ASTM C1258 Test Method for Elevated Temperature and Humidity Resistance of Vapor Retarders for Insulation
  - (15) ASTM C1329/C1329M-12 Standard Specification for Mortar Cement
  - (16) ASTM C1384-12a Standard Specification for Admixtures for Masonry Mortars
  - (17) ASTM C1400-11 Standard Guide for Reduction of Efflorescence Potential in New Masonry Walls
  - (18) ASTM C1498-04a(2010)e1 Standard Test Method for Hygroscopic Sorption Isotherms of Building Materials
  - (19) ASTM C1715 Standard Test Method for Evaluation of Water Leakage Performance of Masonry Wall Drainage System
  - (20) ASTM D5957-98(2013) Standard Guide for Flood Testing Horizontal Waterproofing Installations
  - (21) ASTM E783-02(2010) Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors
  - (22) ASTM E1105-00(2008) Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference
  - (23) ASTM E1186-03(2009) Standard Practices for Air Leakage Site Detection in Building Envelopes and Air Barrier Systems
  - (24) ASTM E2357-11 Standard Test Method for Determining Air Leakage of Air Barrier Assemblies
  - (25) ASTM E2112-07 Standard Practice for Installation of Exterior Windows, Doors and Skylights
  - (26) ASTM E2178-13 Standard Test Method for Air Permeance of Building Materials
  - (27) ASTM E779-10 Standard Test Method for Determining Air Leakage Rate by Fan Pressurization
  - (28) ASTM E2813 Standard Practice for Building Enclosure Commissioning
- E. Canadian Standards Association
- (1) CSA Z320-11 – Building Commissioning Standard & Check Sheets
- F. Institute of Transportation Engineers
- (1) 4th Edition Parking Generation Guide
- G. International Code Council
- (1) AC38-2013 Acceptance Criteria for Water-Resistive Barriers

- (2) 2012 International Building Code
- (3) 2012 International Energy Conservation Code

- H. National Institute for Building Sciences
  - (1) NIBS Guideline 3-2012 Building Enclosure Commissioning Process

#### 5.17 Definitions

**Baseline** – The performance level used for comparison to the above standard design.

**Basis of Design** – Formal documentation of the primary decision-making process and assumptions behind design decisions made to meet the OPR.

**Building Analytics** – Software programs that utilize data provided by building management systems (BMS) to deliver automated fault detection, diagnosis and real-time performance monitoring. Applications include building commissioning, equipment fault detection, energy analysis, load profiling, facility benchmarking, asset performance tracking, and carbon and greenhouse gas reporting.

**Building Commissioning** - A systematic and documented process of ensuring that the owner's operational needs and performance requirements are met. Additionally the process ensures that building systems perform efficiently and building operators are properly trained. The intent of the process is to set the stage for facility operators to operate the building as intended in the building design. A Commissioning Agent (CxA) is generally responsible for implementing the building commissioning process.

**Building Envelop Commissioning** - Building Envelop Commissioning (BECx) is a process involving evaluation, verification, and documentation that a building's design and construction meet defined performance expectations. BECx begins at the project inception and continues through the start of the Operations and Maintenance Phase. A Building Envelop Commissioning Agent (BECxA) is generally responsible for implementing the building commissioning process.

**Cost Estimator** – Consultant responsible for providing a forecast of construction cost prepared on the basis of a detailed analysis of materials and labor for all items of work. Note that this is different from preliminary estimates of construction costs based on area, volume or other conceptual estimating techniques often provided by the owner or architect.

**Design Build** – Design build is defined as the selection of the qualified design build entity through a competitive process which may require evaluation of the concept design and project cost, along with other criteria. The procurement of architect-engineer services and construction services by the use of a single contract with the design build provider.

**Design Team** – Consultants providing design services to the project, including but not limited to, Architects, Mechanical Engineers, Electrical Engineers, Civil Engineers, Landscape Architects, Acoustical Engineers, Kitchen Designers.

**Direct/Site Emissions** - Emissions from fuel that is directly burned at the building for heating, electricity generation or other facility operations.

**General Contractor** – Contractor providing construction management, cost estimating and general contracting services, including and not limited to supporting subcontractors.

High Performance Building Standard (HPBS) – The requirements and process outlined within DFCM’s Design Requirements, section 5.0, that require State buildings to be designed and built in such a manner to optimize energy efficiency, durability, life-cycle performance, water efficiency, material resources, occupant comfort and productivity.

High Performance Building Standard Workshop – Formal collaboration and coordination meetings in which various goals and strategies related to the HPBS are identified and evaluated in the context of the project. See Appendix? – HPBS Workshop Suggested Agenda.

Indirect/Source Emissions - Emissions associated with energy purchased from a utility, such as emissions generated from the generation of electricity at a coal fueled power plant.

Life Cycle Cost Analysis - Life-cycle cost analysis (LCCA) is a method for assessing the total cost of facility ownership. It takes into account all costs of acquiring, owning, and disposing of a building or building system. LCCA is useful when project alternatives that fulfill the same functional requirements, but differ with respect to initial costs, operating costs and performance, have to be compared in order to select the one that maximizes net savings.

Owner – One or more of the following, DFCM Project Manager, Facility Operator, Facility Manager, DFCM Energy Program Director, Agency Energy Manager, DFCM, State Institution, State Agency, or other governmental entity for which DFCM is providing project management services.

Owner’s Project Requirements (OPR) – A formal document created in the programming phase that provides a basis for the project’s functional and performance requirements. This document is intended to provide an explanation of ideas, concepts and requirements that are important to the owner. It is to be initially completed by the Architect with input from the owner and other parties as necessary. See Section 5.15 – Owner’s Project Requirements.

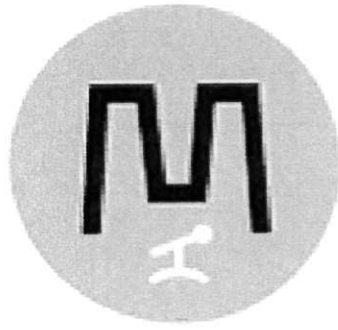
State Agency - Any state agency, board, commission, department, or division

State Institution –Institutions referring to the University of Utah, Utah State University, Southern Utah University, Weber State University, Snow College, Dixie State University, College of Eastern Utah, Utah Valley University, Salt Lake Community College, Utah College of Applied Technology, and any other university or college which may be established and maintained by the state.

## 5.18 Appendices

- A. Data Points List – Section 5.11
- B. Energy Modeling Spreadsheet – Section 5.5
- C. Life Cycle Cost Worksheet – Section 5.5
- D. HPBS Sustainability Worksheet – Section 5.6, 5.7, 5.8, 5.
- E. HPBS Workshop Suggested Agenda – Section 5.1
- F. OPR Required Sections – Section 5.15
- G. Envelope Commissioning Matrix – Section 5.13
- H. Incentives and Rebates Process Guidelines – Section 5.14

I. Incentives and Rebates Responsibility Matrix – Section 5.14



**MURRAY**  
CITY COUNCIL

# Discussion Item #2





**MURRAY**


# Fire Department

## Permanent Fireworks Restrictions

### Council Action Request

Committee of the Whole

Meeting Date: March 5, 2019

<b>Department Director</b> Jon Harris  <b>Phone #</b> 801-264-2744  <b>Presenters</b> Mike Dykman          <b>Required Time for Presentation</b> 10 Minutes  <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>   <b>Date</b> January 14, 2019	<b>Purpose of Proposal</b> Proposed Murray City Ordinance Putting Permanent Fireworks Restrictions in Place for Hazardous Areas in Murray City.  <b>Action Requested</b> Presentation only at this time, action will be at April 2, 2019 City Council meeting.  <b>Attachments</b> Proposed fireworks restrictions map   <b>Budget Impact</b> None   <b>Description of this Item</b> <p>With the 2018 adoption of Utah House Bill 38, municipalities are authorized to permanently prohibit the discharge of fireworks in specific areas where existing or historically hazardous environmental conditions exist.</p> <p>Under the guidelines established and defined by Title 53 Chapter 7 of the Utah Code, a proposed map has been created (please take a look at the copy provided) establishing areas for permanent fireworks restrictions in areas determined by the Fire Marshal and approved by the Fire Chief to be hazardous.</p>
---	--



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

AN ORDINANCE RENAMING CHAPTER 9.18 AND ENACTING SECTION 9.18.020 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO THE PROHIBITED DISCHARGE OF FIREWORKS

WHEREAS, the 2018 Utah Legislature adopted House Bill 38, which authorizes municipalities to prohibit the discharge of fireworks in specific areas where existing or historically hazardous environmental conditions exist; and

WHEREAS, the City's Fire Marshal has determined that such existing hazardous environment conditions exist within certain areas of the City meeting the statutory descriptions; and

WHEREAS, on the 5<sup>th</sup> day of March, 2019, the Murray City Municipal Council (the "Council") heard evidence from the Fire Marshal concerning the hazardous environmental conditions within the City and approved a map depicting area of the City where the discharge of fireworks should be prohibited; and

WHEREAS, the Council has determined the discharge of fireworks in these areas presents a significant risk of igniting fires, which necessitates control over the discharge of fireworks within, into and over such areas; and

WHEREAS, the Council has previously defined areas presenting particular fire ignition hazards; and

WHEREAS, the Council wants to update and define areas where the discharge of fireworks presents a significant hazard and to prohibit the discharge of fireworks within, into, and over such areas as described in the following City Ordinance and also as depicted on the map presented to the Council; and

WHEREAS, in accordance with sections 10-8-47, 15A-5-202.5 and 53-7-225 of the Utah Code, the City has authority to regulate the discharge of fireworks;

NOW THEREFORE, BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1. Purpose.* The purpose of this ordinance is to rename chapter 9.18 and to enact section 9.18.020 of the Murray City Municipal Code relating to the discharge of fireworks.

*Section 2. Map.* The map depicting prohibited areas for the discharge of fireworks within the City, which is attached as Exhibit "A" and incorporated in this ordinance, is approved and adopted.

*Section 3. Renaming chapter 9.18 and enactment of section 9.18.020.*  
Chapter 9.18 shall be renamed, and section 9.18.020 of the Murray City Municipal Code shall be enacted, to read as follows:

## **CHAPTER 9.18 FIREARMS AND FIREWORKS**

...

### **9.18.020: PROHIBITED DISCHARGE OF FIREWORKS:**

A. Due to the presence of existing and historical hazardous environmental conditions, the discharge of fireworks (as defined in Title 53 Chapter 7 of the Utah Code) and other ignition sources are hereby prohibited within, into or over the following areas:

1. Mountainous, brush-covered, forest-covered, or dry grass-covered areas;
2. Within 200 feet of waterways, trails, canyons, washes, ravines, vacant lots, or similar areas where natural or unmaintained vegetation is present;
3. Within 200 feet of the wildland urban interface area, which means the line, area or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose;
4. Those areas specifically described as prohibited as such areas are depicted on the map approved by the Council, a copy of which is on file for public review in the City Recorder's Office, including:
  - a. The Murray Parkway Trail;
  - b. Within 200 feet of the Murray Parkway Trail;
  - c. Murray Park; and
  - d. Wheeler Farm

B. Notwithstanding subsection A, a fireworks permit and a special events permit may be obtained for public and private fireworks displays within City parks when conducted by a licensed pyrotechnics company and in compliance with, and subject to the conditions and restrictions of Section 12.24.050(A) and Chapter 5.40 (Special Events) of the Murray City Municipal Code.

C. Regardless of date or location of discharge, it is unlawful for any person to negligently discharge class C common state approved explosives within the City.

D. A violation of subsection A is an infraction, punishable by a fine of up to \$1,000.00. A violation of subsection C is a class B misdemeanor.

*Section 4. Severability.* The provisions of this ordinance shall be severable; and if any provision thereof, or the application of such provision under any circumstance is held invalid or unconstitutional by a court of competent jurisdiction, it shall not affect any other provision of this ordinance, or the application in a different circumstance.

*Section 5. Effective Date.* This Ordinance shall take effect upon first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this 19<sup>th</sup> day of March, 2019.

MURRAY CITY MUNICIPAL COUNCIL

---

Dave Nicponski, Chair

ATTEST:

---

Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
D. Blair Camp, Mayor

ATTEST:

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

#### CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published according to law  
on the \_\_\_\_ day of \_\_\_\_\_, 2018.

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



## EXHIBIT “A”



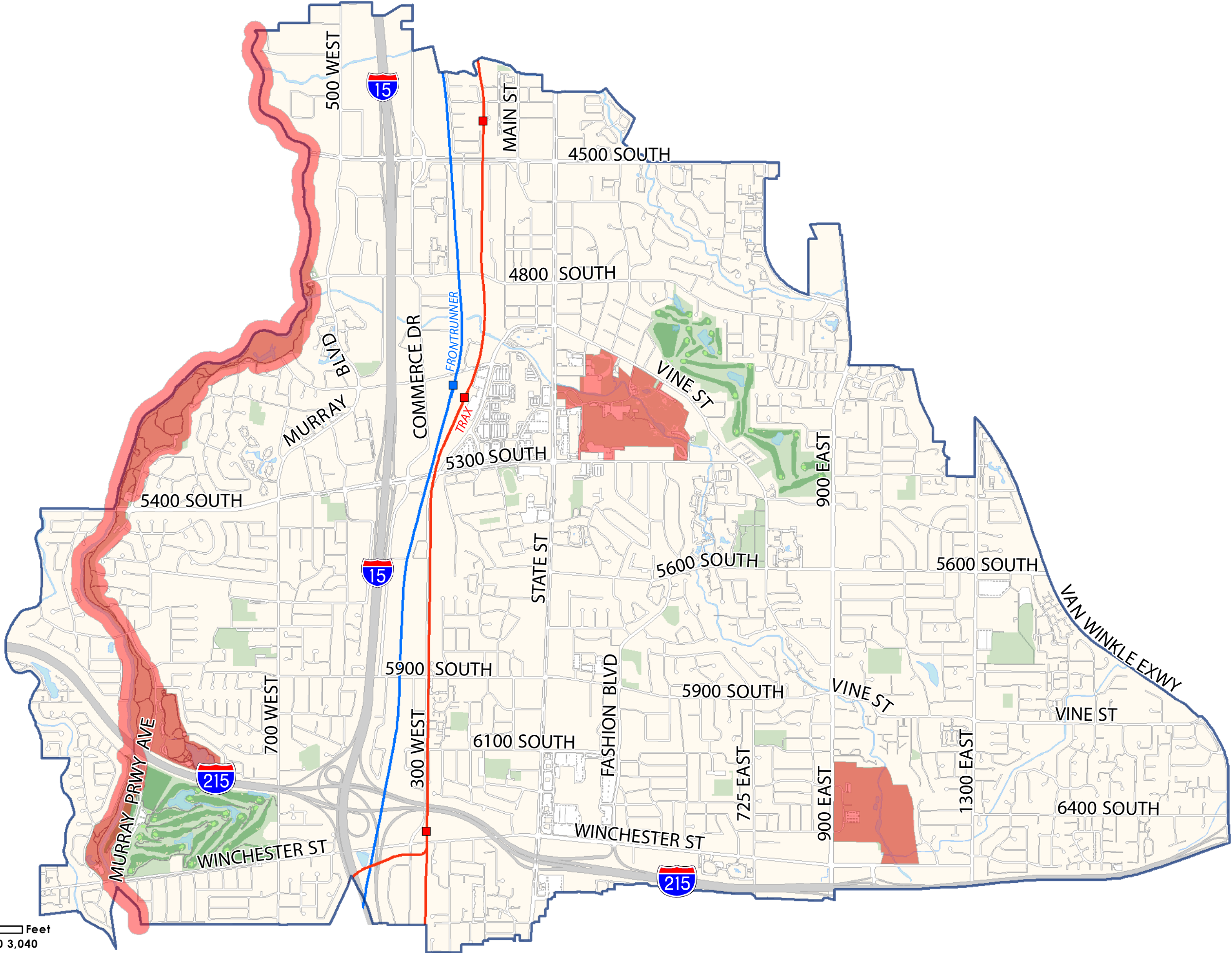
MURRAY

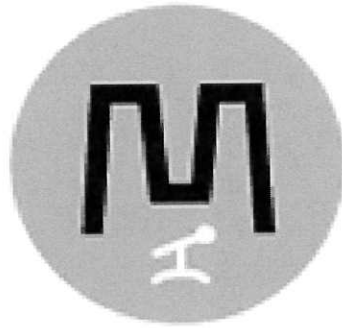
Murray City  
GIS Division  
4646 South 500 West  
Murray, Utah 84123  
[www.murray.utah.gov](http://www.murray.utah.gov)  
1/7/2019 1:09:45 PM  
O:\Public Safety\Fire\Projects\2019\FireworkRestriction.mxd  
© Copyright 2018, Murray City  
Map Disclaimer:  
<http://www.murray.utah.gov/1609>  
The above information while not  
guaranteed has been secured from  
sources deemed reliable.

Proposed Fireworks Restriction Zones



0 760 1,520 2,280 3,040 Feet





**MURRAY**  
CITY COUNCIL

# Discussion Item #3



**MURRAY**

## Recorder's Office

### 2019 Municipal Elections

#### Council Action Request

Committee of the Whole

Meeting Date: March 5, 2019

<b>Department Director</b> Danyce Steck  <b>Phone #</b> 801-264-2669  <b>Presenters</b> Jennifer Kennedy	<b>Purpose of Proposal</b> Enter into an agreement with Salt Lake County for the County to conduct the city's 2019 Municipal Election.  <b>Action Requested</b> Approval of Resolution  <b>Attachments</b> Proposed Resolution and Interlocal Cooperation Agreement  <b>Budget Impact</b> \$56,452  <b>Description of this Item</b> The Salt Lake County Clerks office has been conducting our municipal elections for a long time. They have all the equipment needed and will take care of hiring election workers, setting up polling location, ballot printing, etc. I am recommending the city continue to allow the county to conduct our 2019 municipal election.
<b>Required Time for Presentation</b> 5 Minutes  <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b>     <b>Date</b> February 15, 2019	

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

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MURRAY CITY AND SALT LAKE COUNTY FOR THE SHARING OF ELECTION SERVICES FOR THE CITY'S 2019 MUNICIPAL ELECTION.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, Murray City ("City") wants Salt Lake County ("County") to provide election services for the City's 2019 Municipal Election; and

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

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

1. The Interlocal Cooperation Agreement between Murray City and Salt Lake County for the sharing of election services for the City's 2019 Municipal Election is approved in substantially the form attached hereto.
2. The Interlocal Cooperation Agreement is in the best interest of the City and will render the best service with the least possible expenditure of public funds.
3. Mayor D. Blair Camp is hereby authorized to execute the Interlocal Cooperation Agreement on behalf of the City and act in accordance with its terms.

DATED this     day of March, 2019.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
Dave Nicponski, Chair

ATTEST:

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



**INTERLOCAL COOPERATION AGREEMENT**

**between**

\_\_\_\_\_  
(Name of Municipality)

**and**

**SALT LAKE COUNTY on behalf of the  
COUNTY CLERK'S ELECTION'S DIVISION  
FOR MUNICIPAL ELECTION**

THIS AGREEMENT is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2019,  
by and between SALT LAKE COUNTY (the "County"), a body corporate and politic of the  
State of Utah, on behalf of the Salt Lake County Clerk's Office, Elections Division; and  
\_\_\_\_\_ (the "City") a municipal corporation created under the laws of  
the State of Utah.

**RECITALS:**

WHEREAS, the County desires to provide the services of its clerk's office, elections  
division, to the City for the purpose of assisting the City in conducting the City's 2019 primary  
and general municipal elections; and

WHEREAS, the City desires to engage the County for such services; and

WHEREAS, the parties are public agencies and are therefore authorized by the Utah  
Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -608 (2018), to enter into  
agreements to cooperate with each other in a manner which will enable them to make the most  
efficient use of their resources and powers.

**AGREEMENT:**

NOW THEREFORE, in exchange for valuable consideration, including the mutual  
covenants contained in this Agreement, the parties covenant and agree as follows:

1. **Term.** The County shall provide election services described below to the City commencing on the date this Agreement is executed and terminating on December 31, 2019. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County shall perform the listed election functions as set forth in Exhibit "A" and as needed to ensure implementation of the City's 2019 primary and general municipal elections.

3. **Legal Requirements.**

a. The County and the City understand and agree that the 2019 City primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit "A." The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

b. The County and the City understand and agree that the County does not offer the services or resources to conduct an instant runoff voting election described in

sections 20A-4-603 and -604, UTAH CODE ANN. (2018). Accordingly, the County is not obligated by this Agreement to provide the services necessary for the City to participate in the Municipal Alternative Voting Methods Pilot Project described in Chapter 20A-4, Part 6, UTAH CODE ANN. (2018).

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate attached hereto and incorporated by reference as Exhibit "B." The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's actual costs of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2018) (the "Governmental Immunity Act"). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Governmental Immunity Act or common law. Each party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act

as an agent for the other. Each of the parties hereto assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other party or its agents, employees, or contractors.

6. **No Obligations to Third Parties.** The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

7. **Indemnification.** Subject to the provisions of the Act, the City agrees to indemnify and hold harmless the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act, error or omission of the City, its officers, agents and employees and including but not limited to claims that the County violated any state or federal law in the provision of election services under this Agreement.

8. **Election Records.** The City shall maintain and keep control of all records created pursuant to this Agreement and from the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, UTAH CODE ANN. §§ 63G-2-101 to -901 (2018), and all other relevant local, state and federal laws.

9. **Service Cancellation.** If the Agreement is canceled by the City as provided above, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement by either party, the County shall submit to the City an itemized statement for services rendered under this Agreement up to

the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

10. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

11. **Agency.** No agent, employee or servant of the City or the County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by either party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The City and the County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees and servants during the performance of this Agreement.

12. **Force Majeure.** Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes or unusually severe weather. If such condition continues for a period in excess of 60 days, the City or the County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County      Salt Lake County Mayor  
2001 South State Street, N2-100  
Salt Lake City, Utah 84190

and



Pam Tueller  
Fiscal Manager  
Salt Lake County Clerk's Office  
2001 South State, Suite S1-200  
Salt Lake City, Utah 84190-1050  
email: ptueller@slco.org

City

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
email: \_\_\_\_\_

14. **Required Insurance Policies.** Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

15. **Independent Contractor.** Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 13, 2019, and on November 5, 2019, certain decisions by the County referenced in Exhibit "A" may not be subject to review by the City. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing the same scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."

16. **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice or action nominates, recommends or supervises the City's operations or authorizes funding or payments to the City.

17. **Ethical Standards.** The City represents that it has not: (a) provided an illegal gift 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 contract 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 set forth in State statute or section 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, 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 ordinance.

18. **Interlocal Agreement.** In satisfaction of the requirements of the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -608 (2018), (the "Interlocal Act"), in connection with this Agreement, the City and the County 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 on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;

c. Any duly executed original counterpart of the Agreement shall be filed 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 performed pursuant to this Agreement, and for any financing of such costs; and

e. No separate legal entity is created by the terms of this Agreement. 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.

f. County and City Representatives.

i. The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.

ii. The City designates the City's \_\_\_\_\_ [title] as the City's representative in its performance of this Agreement. The City's Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

21. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SALT LAKE COUNTY:

\_\_\_\_\_  
Mayor or Designee

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

Recommended for Approval:

\_\_\_\_\_  
Sherrie Swensen  
Salt Lake County Clerk

Approved as to Form:

\_\_\_\_\_  
By: \_\_\_\_\_  
Deputy District Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
CITY:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Exhibit "A"**  
**2019 Municipal Elections**  
**Scope of Work**

The City agrees to the consolidation of all election administrative functions to ensure the successful conduct of multiple, simultaneous municipal, local district elections and county elections and the County agrees to conduct vote by mail/consolidated polls elections for the City.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election vote center/early vote locations
- Vote by Mail administration
- Updating state and county websites
- Tabulating, reporting, auditing and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and § 20A-9-203)
- Direct payment of all costs associated with the elections to include vote center workers, training, polling places, rovers.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"). Election costs are variable and are based upon the offices scheduled for election, the number of voters, the number of jurisdiction participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the estimate in Exhibit B. In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.



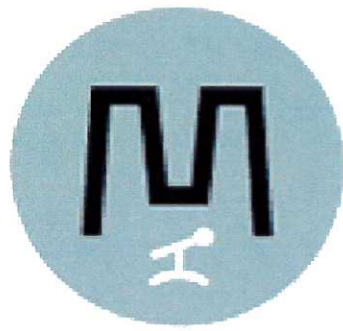
**Exhibit "B"**  
**2019 Election Estimate**  
**Murray**

Below is the good faith estimate for the upcoming *2019 Municipal Election* for Murray City. The city will be billed for actual costs, which will not exceed this estimate.

Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/17/2019): 16,645
- B. Worst case primary election.
- C. General election for the 2019 offices below.

<b>2019 Offices</b>	<b>Estimate</b>
Council 1	
Council 3	
Council 5	
Vote By Mail Election	\$56,451.92



**MURRAY**  
CITY COUNCIL

# Discussion Item #4



## Community & Economic Development

A Resolution Approving An Agreement with Murray Depot, LLC to Clarify Certain Obligations and Responsibilities with Respect to the West Open Space Easement Parcel Located on Lot 203 in the Birkhill Phase 2 Subdivision Project

### Council Action Request

### Committee of the Whole

Meeting Date: March 5, 2019

<b>Department Director</b> Melinda Greenwood  <b>Phone #</b> 801-270-2428  <b>Presenters</b> Melinda Greenwood          <b>Required Time for Presentation</b> 10 Minutes  <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b> <i>Blair Camp</i>  <b>Date</b> February 19, 2019	<b>Purpose of Proposal</b> To approve an Estopple agreement between Murray City and Murray Depot to clarify a 2011 subdivision which was done in conflict with a conservation easement dedicated to Murray City.  <b>Action Requested</b> Request approval of the Resolution approving the Estopple agreement.  <b>Attachments</b> Resolution Estopple Agreement  <b>Budget Impact</b> This item will have no impact to the City's budget.    <b>Description of this Item</b>  This item was initially discussed at the February 19, 2019 Redevelopment Agency meeting in conjunction with the Murray Depot mixed-use development and the 5th Amendment to the Birkhill Participation Agreement.  In 2005, the City approved the "Fireclay Project Area Plan" and recorded that plan with Salt Lake County.  In October of 2011, the City approved the Birkhill Phase 2 Subdivision, which was requested by Hamlet Development Corporation.  Subsequent to the subdivision, a Conservation Easement and Maintenance Agreement was approved by the City and recorded that plan with Salt Lake County. The Conservation Easement provided for, among other matters, the creation of a Park upon the Park Plan Parcel and certain open space easements upon the West Open Space Easement Parcel. It also prohibited the subdivision of the parcel.
--	--

**Continued from Page 1:**

Example Category: Description of Item

Horizon Development, LLC has since purchased Lot 203 of the Birkhill Subdivision and has approval to construct Murray Depot, a 93 unit affordable housing residential facility, which also includes 4 commercial units. The facility is a federally subsidized affordable housing product, and as such, the investors and lenders are stringent on title reporting and require a fully clena title prior to approvals and closing. The Estopple agreement is the most straightforward way to provide a clean title to Horizon Development, as it clarifies the breach of the easement (the 2011 subdivision) and outlines future responsibility of all parties.

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

A RESOLUTION APPROVING AN AGREEMENT WITH MURRAY DEPOT, LLC TO CLARIFY CERTAIN OBLIGATIONS AND RESPONSIBILITIES WITH RESPECT TO THE WEST OPEN SPACE EASEMENT PARCEL LOCATED ON LOT 203 IN THE BIRKHILL PHASE 2 SUBDIVISION PROJECT

WHEREAS, on September 13, 2005, City adopted an Ordinance designating the Fireclay Project Area Plan as the official Redevelopment Plan for the Fireclay Project Area (the "Fireclay Project Area"), and thereafter recorded notice of the adoption of such Redevelopment Plan and the Fireclay Project Area on December 2, 2005 in the official records of the Salt Lake County Recorder as Entry No. 9570584, in Book 9225, beginning at Page 2597 (herein referred to as the "Fireclay Plan"); and

WHEREAS, on August 12, 2011, with the approval of City, Hamlet Development Corporation, a Utah corporation ("Hamlet") caused to be recorded in the official records of the Salt Lake County Recorder, the Birkhill Phase 2 Subdivision Plat as Entry No. 11227070, in Book 2011P, at Page 104 (the "Subdivision Plat"); and

WHEREAS, the real properties designated as Lots on the Subdivision Plat were and are located in the Fireclay Project Area; and

WHEREAS, in accordance with the Fireclay Plan, Hamlet and the City also entered into that certain Conservation Easement and Maintenance Agreement dated October [blank], 2011, which was recorded in the official records of the Salt Lake County Recorder on November 2, 2011, as Entry No. 11272779, in Book 9963, beginning at Page 7050 (the "Conservation Easement"), which provided for, among other matters, the creation of a Park upon the Park Plan Parcel (as defined in the Conservation Easement) and certain open space easements upon the West Open Space Easement Parcel (as defined in the Conservation Easement); and

WHEREAS, Murray Depot, LLC desires to acquire Lot 203, located within the Birkhill Phase 2 Subdivision Plan and desires to construct thereon a mixed-use multi-story project consisting of ninety-three (93) residential apartment units of mixed configurations, sizes and bedroom counts, and approximately five thousand (5,000) square feet of commercial and/or retail space located upon the first floor facing Fireclay Avenue (the "Project"); and

WHEREAS, it is intended by the City that in connection with the development and construction of the Project, that Murray Depot, LLC shall improve that portion of the West Open Space Easement Parcel located upon Lot 203; and

WHEREAS, as a condition to Obtaining Lot 203, Murray Depot, LLC desires to clarify certain obligations and responsibilities with respect to the Subdivision Plat and its obligation to improve the West Open Space Easement Parcel located upon Lot 203, and

the City desires to provide such clarification with respect to Murray Depot, LLC's obligation with respect to the West Open Space Easement Parcel and the Subdivision Plat should Murray Depot, LLC elect to acquire Lot 203 and develop the Project upon such Lot 203; and

WHEREAS, the City Council has reviewed and discussed the Agreement between Murray City and Murray Depot, LLC (the "Agreement"); and

WHEREAS, the City Council desires to adopt and approve the Agreement.

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

1. That after due consideration and discussion, the City Council hereby approves the Agreement with Murray Depot, LLC in substantially the form found in Exhibit "A" attached hereto; and
2. The Mayor and the City Recorder are hereby authorized to execute the Agreement for and in behalf of the City.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
Dave Nicponski, Chair

ATTEST:

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



## **Exhibit "A"**

### **Agreement**

*Between Murray City Corporation and Murray Depot, LLC*

---

## ESTOPPEL AGREEMENT

**THIS ESTOPPEL AGREEMENT** (the “Agreement”) is made as of February \_\_, 2019, by and between **MURRAY CITY**, a Utah municipal corporation (“City”), and **MURRAY DEPOT, LLC**, a Utah limited liability company (“Owner”), individually, a “Party” and collectively, the “Parties”.

### RECITALS

- A. On September 13, 2005, City adopted an Ordinance designating the Fireclay Project Area Plan as the official Redevelopment Plan for the Fireclay Project Area (the “Fireclay Project Area”), and thereafter recorded notice of the adoption of such Redevelopment Plan and the Fireclay Project Area on December 2, 2005 in the official records of the Salt Lake County Recorder as Entry No. 9570584, in Book 9225, beginning at Page 2597 (herein referred to as the “Fireclay Plan”).
- B. On August 12, 2011, with the approval of City, Hamlet Development Corporation, a Utah corporation (“Hamlet”) caused to be recorded in the official records of the Salt Lake County Recorder, the Birkhill Phase 2 Subdivision Plat as Entry No. 11227070, in Book 2011P, at Page 104 (the “Subdivision Plat”).
- C. The real properties designated as Lots on the Subdivision Plat were and are located in the Fireclay Project Area.
- D. In accordance with the Fireclay Plan, Hamlet and the City also entered into that certain Conservation Easement and Maintenance Agreement dated October [blank], 2011, which was recorded in the official records of the Salt Lake County Recorder on November 2, 2011, as Entry No. 11272779, in Book 9963, beginning at Page 7050 (the “Conservation Easement”), which provided for, among other matters, the creation of a Park upon the Park Plan Parcel (as defined in the Conservation Easement) and certain open space easements upon the West Open Space Easement Parcel (as defined in the Conservation Easement).
- E. Owner desires to acquire Lot 203, located within the Birkhill Phase 2 Subdivision Plan and desires to construct thereon a mixed-use multi-story project consisting of ninety-three (93) residential apartment units of mixed configurations, sizes and bedroom counts, and approximately five thousand (5,000) square feet of commercial and/or retail space located upon the first floor facing Fireclay Avenue (the “Project”), which Project is depicted on Exhibit “A” attached hereto.

- F. It is intended by the City that in connection with the development and construction of the Project, that Owner shall improve that portion of the West Open Space Easement Parcel located upon Lot 203.
- G. As a condition to Obtaining Lot 203, Owner desires to clarify certain obligations and responsibilities with respect to the Subdivision Plat and its obligation to improve the West Open Space Easement Parcel located upon Lot 203, and the City desires to provide such clarification with respect to Owner's obligation with respect to the West Open Space Easement Parcel and the Subdivision Plat should Owner elect to acquire Lot 203 and develop the Project upon such Lot 203.

NOW, THEREFORE, in consideration of the above Recitals and the agreements of the Parties set forth below, and for other good and valuable consideration, the Parties agree as follows:

- 1. **OWNER'S ESTOPPEL.** Owner acknowledges and represents that:
  - 1.1. **Conservation Easement.** Notwithstanding the terms contained in Conservation Easement, that portion of the West Open Space Easement Parcel located upon Lot 203, has not been improved and it shall be a requirement of the Owner in connection with the development and construction of the Project to make such improvements, at Owner's sole cost and expense, as contemplated by the Conservation Easement including the installation of an asphalt trail ten feet in width (located in the Center of the West Open Space Easement Parcel), and five feet of landscaping, with sprinkler system, on each side of the trail, all according to the requirements which were imposed upon Hamlet for the remaining portions of the West Open Space Easement Parcel.
  - 1.2. **City Requirements.** Nothing contained in this Agreement shall constitute a waiver of Owner's obligation to obtain a building permit prior to commencing construction of the Project.
- 2. **CITY'S ESTOPPEL.** City acknowledges and represents that:
  - 2.1. **Conservation Easement.** Notwithstanding the terms contained in Conservation Easement, except for that portion of the West Open Space Easement Parcel located upon Lot 203, all other obligations for the construction and improvement of the Park Plan Parcel and the West Open Space Easement Parcel have been completed by Hamlett and the City has accepted the same.
  - 2.2. **Completion of Lot 203 West Open Space Easement.** At such time as Owner completes the improvements specified in Section 1.1 above to be located within the West Open Space Easement Parcel as it is located on Lot 203, the City will accept the obligation for maintenance of the same as provided in the Conservation Easement.

- 2.3. **Waiver of Breach.** Notwithstanding the provisions of Section 4 a. of the Conservation Easement which prohibits the "Division, subdivision or the de factor subdivision ... of any parcel of the Property into more than one separately owned parcel of real property"; City acknowledges that the Park Parcel and the West Open Space Easement Parcel has been subdivided and is contained within three (3) separate parcels located within the Subdivision Plat, and hereby waives any and all claims which might otherwise arise by virtue of such division and or subdivision of the Property.
- 2.4. **No Default.** To the best of City's knowledge, as of the date hereof there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Conservation Easement.
- 2.5. **Disclaimer of Right-of-Way.** Notwithstanding a notation on the Subdivision Plat that specifies in the area of Lot 203, as follows: "APPROXIMATELY CENTERLINE OF FUTURE RIGHT OF WAY BASED ON MURRAY FIRECLAY TRANSPORTATION MASTER PLAN EXACT LOCATION AND WIDTH MAY VARY", City shall not require the grant or creation of a right-of-way or public dedication of a road over Lot 203 as a condition to development of Lot 203 in the manner represented in Exhibit "A" attached hereto.
- 2.6. **Compliance with Fireclay Plan.** As proposed to the City, the construction and development of the Project as depicted upon Exhibit "A" attached hereto, is consistent with the Fireclay Plan.

3. **MISCELLANEOUS.**

- 3.1. If any term, covenant, condition or agreement contained in this Agreement or the application thereof to any person, firm or entity shall at any time or to any extent be deemed or found to be invalid or unenforceable by operation of law, judicial proceedings, or otherwise, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or entities or to circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term, covenant, condition or provision of this Agreement or the application thereof shall be valid and enforced to the fullest extent permitted by law
- 3.2. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns
- 3.3. This Agreement may be executed in two or more counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute but one and the same instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto

- 3.4. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement may not be modified in any manner whatsoever except by an instrument in writing signed by each of the parties hereto.
- 3.5. At City's option, City may record this Agreement in the office the County Recorder for Salt Lake County, State of Utah.

*[Signature Pages to Follow]*

*Signature Page for Owner:*

**MURRAY DEPOT, LLC**, a Utah limited liability company

By its Manager, Murray Depot Management, LLC, a Utah limited liability company

By: \_\_\_\_\_  
J. Kirton Peterson, Manager

STATE OF UTAH                                 )  
  :ss  
COUNTY OF SALT LAKE                     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2019, by J. Kirton Peterson, the Manager of Murray Depot Management, LLC, a Utah limited liability company, the Manager of MURRAY DEPOT, LLC, a Utah limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]



*Signature Page for City:*

MURRAY CITY, a Utah municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Murray City Attorney's Office

STATE OF UTAH                                 )  
  :ss  
COUNTY OF SALT LAKE                     )

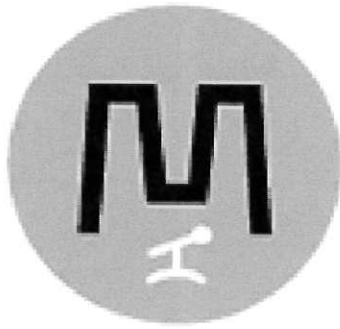
The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of MURRAY CITY, a Utah municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]

**EXHIBIT “A”**  
(Project Depiction)



**MURRAY**  
CITY COUNCIL

# Discussion Item #5



**MURRAY**


# Community & Economic Development

## General Plan Amendment for Property at 344 East 5600 South

### Council Action Request

Committee of the Whole

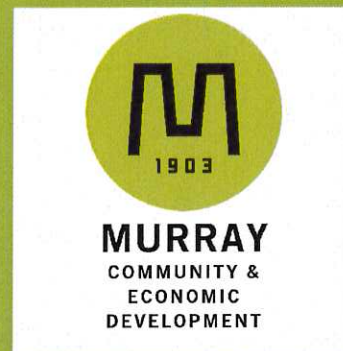
Meeting Date: March 5, 2019

<b>Department Director</b> Melinda Greenwood  <b>Phone #</b> 801-270-2428  <b>Presenters</b> Melinda Greenwood	<b>Purpose of Proposal</b> Discuss an application for a general plan amendment  <b>Action Requested</b> Discussion only  <b>Attachments</b> PowerPoint presentation  <b>Budget Impact</b> Not applicable  <b>Description of this Item</b>  Murray Yellow House, LLC, submitted an application for a general plan amendment for property located at 344 East 5600 South, from low density residential to medium density residential.  The general plan adopted in 2017 reflects that this area is intended to remain low density residential.  On February 7, 2019 the Planning Commission held a public hearing on this item, and has forwarded a recommendation of denial to the city council for the proposed amendment to the general plan.
<b>Required Time for Presentation</b> 10 Minutes  <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b>   <b>Date</b> February 20, 2019	

# COMMITTEE OF THE WHOLE

---

March 5, 2019





# MURRAY YELLOW HOUSE, LLC

## General Plan Amendment

344 East 5600 South

Existing Land Use Designation: Low Density Residential

Proposed Land Use Designation: Medium Density Residential

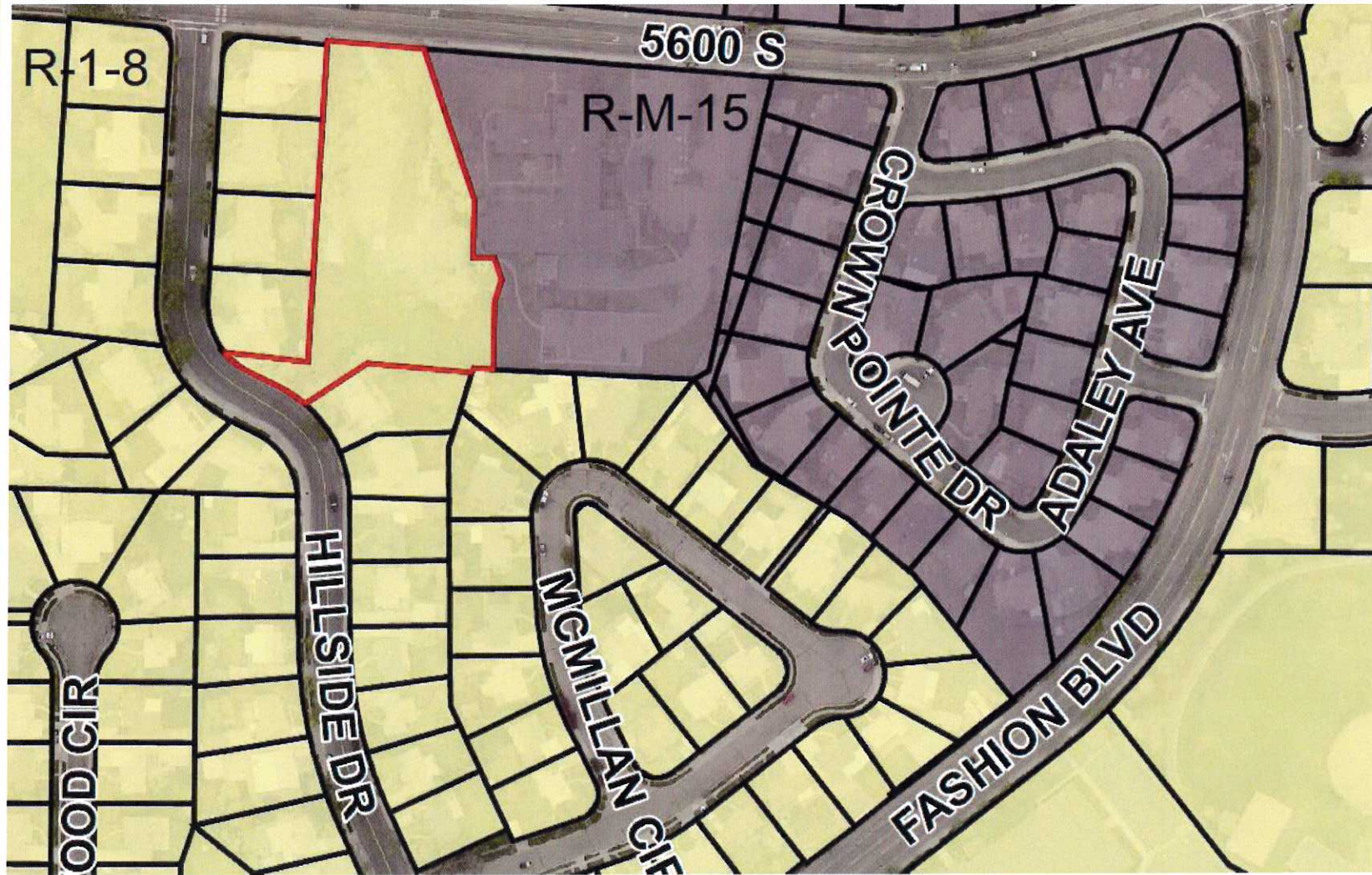
Property Size: 1.53 Acres



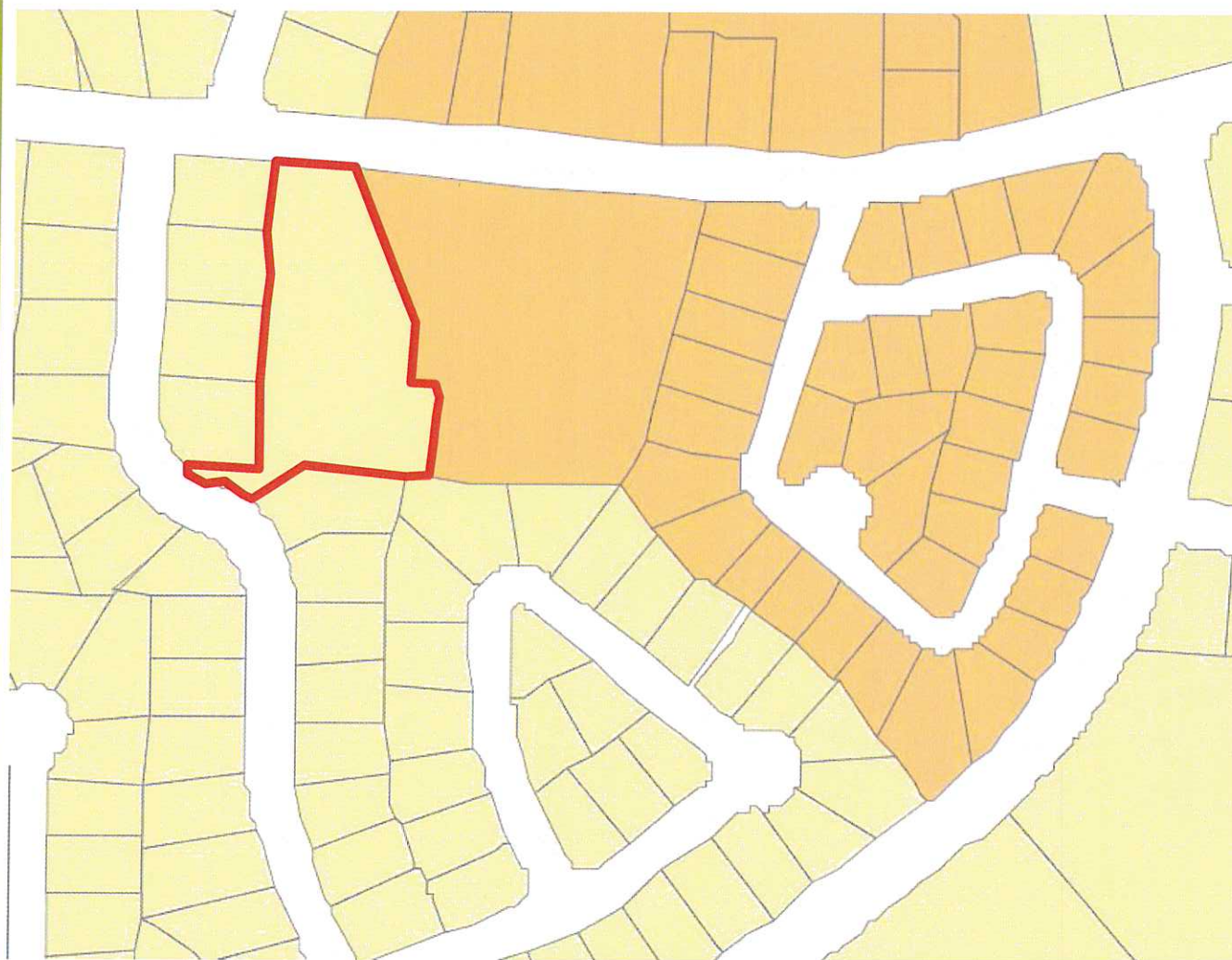












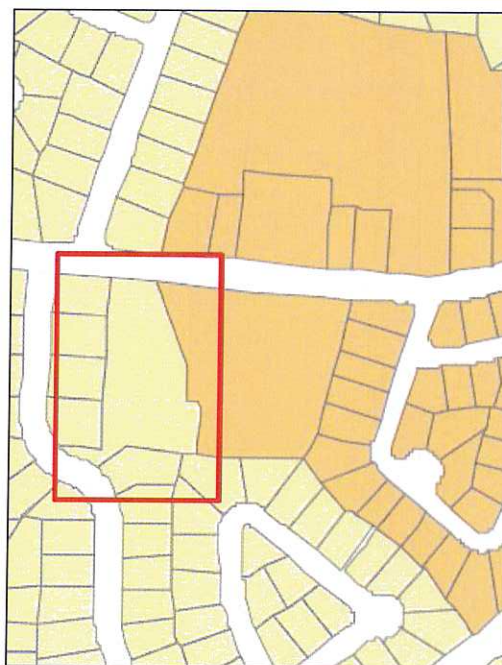
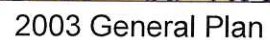
## Future Land Use Categories

- 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

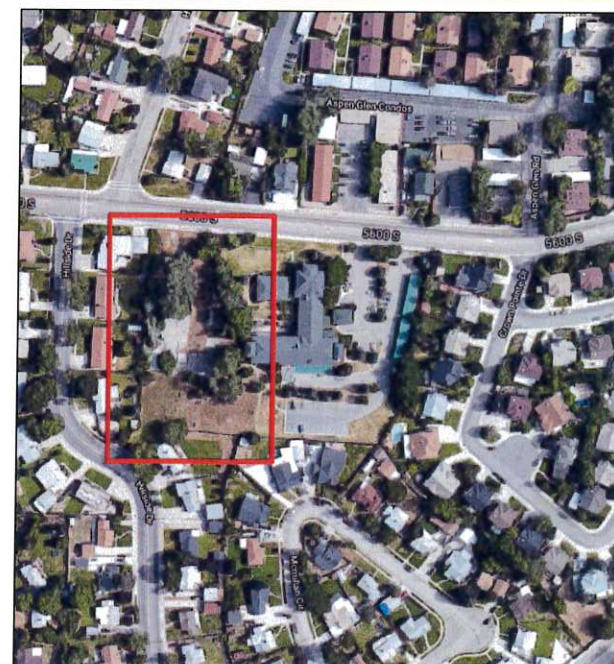
Future Land  
Use Map







2017 General Plan



# 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 at 344 East 5600 South from Low Density Residential to Medium Density Residential.

On February 7, 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 344 East 5600 South from Low Density Residential to Medium Density Residential.



# Murray City Corporation

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 19<sup>th</sup> 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 Low Density Residential to Medium Density Residential for the property located at approximately 344 East 5600 South, Murray, Utah.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MURRAY CITY CORPORATION

---

Jennifer Kennedy  
City Recorder

DATE OF PUBLICATION: March 8, 2019



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

AN ORDINANCE RELATING TO LAND USE; AMENDS THE GENERAL PLAN FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL FOR THE PROPERTY LOCATED AT APPROXIMATELY 344 EAST 5600 SOUTH, MURRAY CITY, UTAH. (Murray Yellow House)

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

WHEREAS, the owner of the real property located at approximately 344 East 5600 South, Murray, Utah, has requested a proposed amendment to the General Plan of Murray City to reflect a projected land use for the property as Medium Density Residential; 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 be approved.

NOW, THEREFORE, BE IT ENACTED:

*Section 1.* That the Murray City General Plan be amended to show a Medium Density Residential projected use for the following described property located at approximately 344 East 5600 South, Murray City, Salt Lake County, Utah:

Beginning 1564.29 feet South and 2435.8 feet East from the Northwest corner of Section 18, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 19 deg. 09' 50" East 184.52 feet; thence South 0 deg. 40' West 67.94 feet; thence South 89 deg. 20' East 24.5 feet; thence South 19 deg. 09' 50" East 26.33 feet; thence South 18 deg. West 26.04 feet; thence South 0 deg. 40' West 79.19 feet; thence North 87 deg. 28' West 23 feet; thence South 18 deg. West 5.48 feet, more or less; thence North 85 deg. 14' West 121.74 feet; thence South 56 deg. 15' West 84.54 feet to the East line of Hillside Drive; thence Northwesterly along the side of the East line 93.8 feet, more or less, to the Southwest corner of Lot 4. EAST RUBEN'S SUBDIVISION; thence South 83 deg. 59' East 96.8 feet; thence North 2 deg. 30' East 368.8 feet; thence South 85 deg. 18' East 105 feet, more or less, to beginning.

No. 22-18-177-005

*Section 2.* 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 19<sup>th</sup> 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

A Sue Wilson  
A Phil Markham  
A Maren Patterson  
A Ned Hacker

Motion passed 7-0.

MURRAY YELLOW HOUSE LLC – 344 East 5600 South – Project # 19-013

Jessica VanTassell was present to represent this request. Jared Hall reviewed the location, and requests to amend the Future Land Use Map for the subject property, 344 East 5600 South, from Low Density Residential to Medium Density Residential. Mr. Hall explained that the applicants own the subject property and the adjacent property to the east, which is an existing multi-family apartment building. The applicants desire for both parcels to share the same designation. The proposed Medium Density designation could support R-1-6, R-M-10, R-M-15, and would support multi-family apartments or condominiums up to 12 units to the acre. Most of the surrounding land is developed at Single-Family homes and Medium Density homes. Staff supports this existing General Plan designation and feels that it represents an appropriate demarcation between the Low-Density, Medium-Density and High-Density uses that surround the proposed site. There is a Community Node designated on the Future Land Use Map which is outside of the desired quarter mile radius. The City Engineer indicated concerns with infrastructure and strains to the infrastructure because it may not support the multiple-family uses. Staff feels that the proposed Medium-Density designation would be detrimental to goals and objectives that are in the General Plan because the City tries to stabilize established, flourishing, single-family neighborhoods. Because the recently adopted General Plan has a designation for Single-Family homes for the proposed site, Staff feels it is too soon to be designated otherwise. 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, re-designation to Medium Density Residential.

Mr. Nay asked what close proximity to the Community Node is considered. Mr. Hall answered it is about a quarter mile, within walking distance. Nodes are centered around intersections. This site is outside of the quarter mile distance.

Jessica VanTassell, 4968 S Cowdell, stated she has read staff findings and understands Staff recommendations. Ms. VanTassell presented written materials to the Commissioners and encouraged them to review them at the present time. Ms. VanTassell stated she understands that the General Plan is used to help Staff make land use decisions that will better the community and that she has felt pushback based on the age of the General Plan and feels that her application should be approved based on her opinion that it will benefit the community by providing additional homes, increase home values, and tax revenue for the City. Ms. VanTassell added that she believes approving her application for a Multi-Family Residential zone would be in accord with the surrounding area. Ms. VanTassel stated that if her application is approved tonight that she plans on asking for a rezone.

Mr. Markham stated that he appreciated the written materials that Ms. VanTassel presented tonight but, will not be able to review it in full during the meeting because there is not enough time to consider what was newly presented. A thorough report was written by Staff based on the application that was previously submitted, both the application information and the staff report was distributed to the Planning Commissioners and have been reviewed prior to

tonight's meeting. Ms. Milkavich stated that the City has an established time frame to submit information so that it may be reviewed prior to the meeting and considered tonight. Mr. Woodbury added that he quickly looked over the information presented, and it seemed to contain statistics that he has not had enough time to research or make an educated decision on. Mr. Woodbury commented that information like this which was submitted in advance could have been very beneficial and that the hard work and efforts to prepare it is appreciated.

The meeting was opened for public comment.

Andrea Washburn, 5753 South Hillside Drive, stated she lives three houses away and understands the need for new housing, but has concerns for what Medium-Density residential housing would allow, if the buildings would be tall, change the character of the neighborhood and disturb the wildlife in the area. Ms. Washburn stated that she doesn't mind smaller single-family houses.

Patrick Garcia, 5670 South Hillside Drive, indicated that he lives across the street from the property and stated that he recently purchased his home in this neighborhood based on the fact that there was not any High-Density dwelling nearby. Mr. Garcia added that he does not see the potential for a gain in property value based on what is proposed. The curve in the road also has the potential to create a safety hazard for the school children that walk on this street. Mr. Garcia stated that he believes he speaks for many of the neighbors on the street when he says that they are not in favor of the proposed development.

Rulon Page, 5682 South Hillside Drive, stated he lives across from the subject site and wondered how many egresses could be allowed and has concerns about property value.

Brook Garcia, 5670 South Hillside Drive, stated when she lived in Cottonwood Heights a similar situation happened to what is proposed tonight and that she disliked it so much she moved. Ms. Garcia stated that many children walk from McMillian Elementary and that additional homes would add traffic and create unsafe conditions.

Deborah Williams, 5624 South Hillside Drive, stated that her elderly neighbor wants only low-density because her backyard abuts the subject property. Ms. Williams asked if the objective of tonight's meeting is to vote between low and medium density. Mr. Hacker answered yes, the Commissioners will be voting between them. Ms. Williams asked if the proposal is for apartment complexes. Mr. Woodbury clarified that there not any application for a use at this time, only an application for a zone change that could potentially allow a variety of projects. Ms. Williams stated that if it were apartment complexes that it would increase traffic and pollution, and it would feel like less of a residential area.

The public comment portion for this agenda item was closed.

Mr. Hall addressed the residential concerns and explained that medium-density residential supports R-1-6, R-M-10 and R-M-15 zones. The R-M-15 zone would allow up to 12 units to the acre in a multi-family project. Multi-Family is attached housing and could allow up to 18 units or less based on the acreage of the subject property. Low-density residential supports R-1-6, R-1-8, R-1-10 and R-1-12 which are single-family zones and houses are detached. Mr. Hall stated that wildlife is often disrupted with development and there would likely be trees removed, however the City does try to preserve trees when possible. Mr. Hall stated that Murray City does advocate for high-density residential, but those projects are typically near transit stations. This proposed zone change would not support this type of density. This area

is predominantly a single-family zone and where the map shows surrounding areas that appear to be multi-family, it is actually smaller single-family detached homes, PUD's and Condominiums. If more housing does occur on this property it should be single-family, low density. Ms. Patterson asked if this stays the same zoning would the property owner be able to subdivide the property and build several, single-family houses based on the size of the property and how tall could they be. Mr. Hall answered yes, the property is 1.5 acres and they could build a number of houses on it and they would have to be no taller than 35 feet tall.

Mr. Markham stated that he understands if Medium-Density zoning were to be allowed it would not allow a significant amount of multi-family homes, but what is concerning, is that the abutting property owned by the same individuals could be combined and may have the potential to allow a much larger project with a much larger impact on the surrounding neighborhood. Mr. Nay estimated the combination of properties could be as large as 4 acres. Ms. Milkavich stated the impact would also affect the utilities, of which the City Engineer has already expressed concern about. Mr. Nay stated that he is an advocate for high-density housing and explained the missing middle housing is needed but this is not the wisest location for it as it is not near any major transit, shopping centers and Hillside Drive won't support the added traffic.

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 re-designation for the property located at 344 East 5600 South from Low-Density Residential to Medium-Density Residential.

Seconded by Mr. Markham.

Call vote recorded by Mr. Hall.

<u>  A  </u>	Scot Woodbury
<u>  A  </u>	Phil Markham
<u>  A  </u>	Maren Patterson
<u>  A  </u>	Sue Wilson
<u>  A  </u>	Lisa Milkavich
<u>  A  </u>	Travis Nay
<u>  A  </u>	Ned Hacker

Motion passed 7-0

#### LAND USE ORDINANCE DISCUSSION ITEM - Section 17.48, Sign Code

Mr. McNulty presented the proposed draft Sign Code and stated that he would like open dialogue to collect thoughts, opinions and ideas. Staff has been directed to move forward on implementing the new Sign code. Mr. McNulty opened the item to the Commissioners.

Mr. Markham stated that City Code such as this is very technical, and it is reassuring to have experienced planners who are able to provide knowledge and education for all the Commissioners. Mr. Woodbury agreed, and added that Sign Code issues have come up in the past and this will give the City good defensible codes that will allow the Commissioners to establish an appearance we want for signs in Murray. Mr. McNulty explained that this is a re-write of Section 17.48 which has been very modernized and contains updated sign graphics. The re-write will help individuals who seek information on the Sign Code to be able to understand regulations on what is allowed or not allowed. Some of the highlights addressed





**MURRAY CITY CORPORATION**  
**Community &  
Economic Development**

Building Division 801-270-2400  
Planning Division 801-270-2420

**TO: Murray City Planning Commission**

**FROM: Murray City Planning Division Staff**

**DATE OF REPORT: January 31, 2019**

**DATE OF HEARING: February 7, 2019**

**PROJECT NAME: Murray Yellow House, Future Land Use Map Amendment**

**PROJECT NUMBER: 19-013**

**PROJECT TYPE: General Plan Amendment**

**APPLICANT: Murray Yellow House, LLC**

**PROPERTY ADDRESS: 344 East 5600 South**

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

**ZONE: R-1-8**

**EXISTING FUTURE LAND USE DESIGNATION: Low Density Residential**

**PROPOSED FUTURE LAND USE DESIGNATION: Medium Density  
Residential**

**PROPERTY SIZE: 1.53 acres**

**I. REQUEST:**

The applicants are requesting approval to amend the Future Land Use Map for the subject property, 344 East 5600 South, from Low Density Residential to Medium Density Residential. The Future Land Use Map is an element of the 2017 Murray City General Plan. The applicants own the property adjacent to the east, which is an existing multi-family apartment building. That property is designated Medium Density Residential on the Future Land Use Map, and the applicants have expressed a desire for both parcels to share the same designation. This is likely to facilitate a new multi-family development, or expansion of their existing multi-family project. The request at this time is only to amend the Future Land Use Map. No rezone application has been filed by the

applicants.

## II. BACKGROUND AND REVIEW

### 1. *Project Location:*

The subject property is a vacant, 1.53 acre parcel on the south side of 5600 South. The property had formerly been used as a day care and a medical office. It is important to note that during the property's previous uses for non-residential purposes, the zoning has remained R-1-8, single-family residential.

### 2. *Surrounding Land Uses & Zoning:*

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
North	Single-Family Residential	R-1-8 and R-M-15
South	Single-Family Residential	R-1-8
East	Multi-Family Residential	R-M-15
West	Single-Family Residential	R-1-8

### 3. *Analysis:*

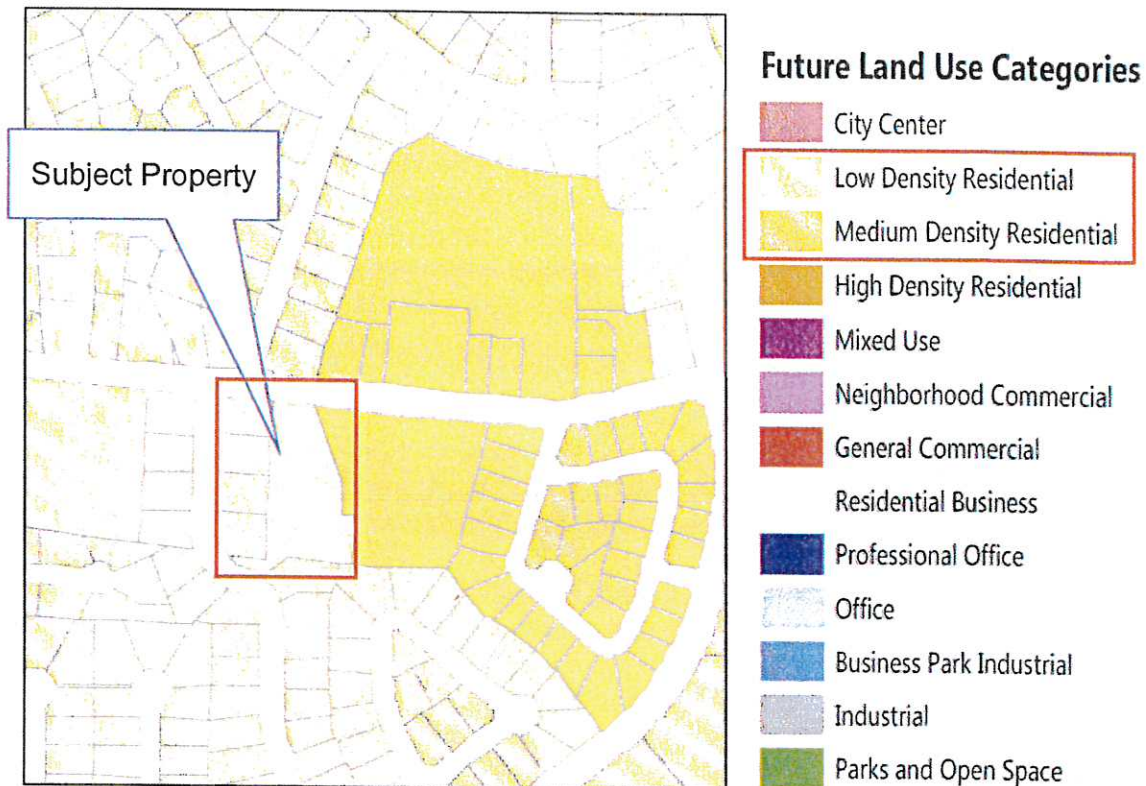
#### General Plan & Future Land Use Designations

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 designation of properties.

- Existing. The subject property is currently designated as "Low Density Residential". Low Density Residential allows residential development which is single-family detached in character. The overall density range anticipated is between 1 and 8 dwelling units per acre. Corresponding zoning designations include the A-1, R-1-12, R-1-10, R-1-8, R-1-6, and R-2-10 zones.
- Proposed: The applicants have proposed amending the Future Land Use Map designation of the property to "Medium Density Residential". Medium Density Residential allows a mix of housing types that are single-dwelling in character or smaller multi-family structures such as townhouses. The overall density range is between 6 and 15 dwelling units per acre. Corresponding zoning designations include the R-1-6, R-M-10, and R-M-15 zones.

### Compatibility

The Medium Density Residential designation is intended for areas near, in, and along centers and corridors, and near transit station areas. This property does not meet this criteria.



The subject property was designated as Low Density Residential on the Future Land Use Map in the 2003 General Plan. In both the 2003 General Plan and the 2017 General Plan, the line between Medium Density Residential and Low Density Residential designations is between this property and the properties immediately to the east – including the applicant's other parcel in the R-M-15 zone.

While there are properties zoned R-M-15 in the vicinity, City Staff does not find a compelling reason for an amendment to the Future Land Use Map at this time. One of the major goals of the General Plan is to preserve and protect the quality of life for existing and viable residential neighborhoods. This is accomplished by establishing, enhancing, and maintaining appropriate buffers to protect residential neighborhoods from encroachment by other uses that may have incompatible characteristics. Staff finds that the proposed change to the Future Land Use designation would be counterproductive to the stability of the existing residential area because the existing land use pattern of the surrounding properties is predominantly single-family, low density housing in established neighborhoods. Additionally, the General Plan and Future Land Use Map were recently adopted in May of 2017.



#### Applicant's Narrative

The applicant has provided a narrative argument in support of their request. The narrative is attached to the Staff Report for your review. Among other things, the narrative includes concerns with the parcel's limited frontage on 5600 South as compared to the property's size, the desire to effectively use the property together with the applicant's parcel immediately adjacent to the east, and argues that the amendment is small in nature.

Staff did feel it was important to clarify one fundamental misunderstanding expressed in the narrative related to "moving the boundary line". The narrative states:

*"The proposed change also moves the boundary more in line with the direction in which it naturally moves across the city. Algorithms and software matrix used to produce the General Plan needed human adjustment (we are asking now) in its outcome."*

The process of creating the General Plan and the Future Land Use Map was both extensive and time consuming. In cases where specific properties were not identified or targeted for adjustments, the designation most closely matching either the property's current use (in this case vacant) or the previous designation (in this case "Low Density Residential") was applied. The draft plan, including the Future Land Use Map, was reviewed many times during the process, and many adjustments were made to the designations of properties in each subsequent review. The suggestion that the designation of Low Density Residential was applied to the subject property in error, or as the result simply of software with a lack of human oversight is simply incorrect.

### **III. CITY DEPARTMENT REVIEW**

A Planning Review Meeting was held on January 22, 2019 where the proposed amendment was considered by City Staff from various departments. There were no comments from City Departments to be forwarded to the Planning Commission with the exception of the City Engineer. The City Engineer disapproves of the requested change based upon concerns that new, higher density development could create a strain on the utility infrastructure and traffic patterns in the area.

### **IV. PUBLIC INPUT**

As of the date of this report, Staff has received two emails from nearby property owners expressing interest and concern in what the possible uses associated with medium density residential designations are. Copies of the emails have been attached to this report for your review.

## **V. ANALYSIS & CONCLUSIONS**

### **A. Is there need for change in the General Plan's Future Land Use designation at the subject location for the neighborhood or community?**

Staff does not find compelling evidence that the Future Land Use designation of the property should be changed. The current designation and zoning are appropriate for this location.

### **B. If approved, how would the range of uses allowed blend with surrounding uses?**

While there is a mix of single-family and multi-family uses in the area, Staff does not find a compelling reason for an amendment to the Future Land Use designation at this time. The majority of the multi-family uses in the area are located on the north side of 5600 South. The area immediately surrounding the subject property is made up of existing single family homes and the applicant's additional parcel which was developed as senior apartments to the east.

### **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?**

The higher density, multi-family development of the subject property which could result from rezoning supported by the proposed amendment to the Future Land Use Map could result in strains on the utilities, services, and traffic in the area.

## **VI. FINDINGS**

1. Re-designation of the Future Land Use Map for the subject property as requested would be detrimental to the goals and objectives of the General Plan.
2. The requested amendment has 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 has been found to be contrary to the goals of the Plan.
3. At this time it would be inappropriate to amend the Future Land Use Map of the recently adopted 2017 Murray City General Plan.



## VII. STAFF RECOMMENDATION

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, re-designating the property located at 344 East 5600 South from Low Density Residential to Medium Density Residential.

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

# Site Information

---

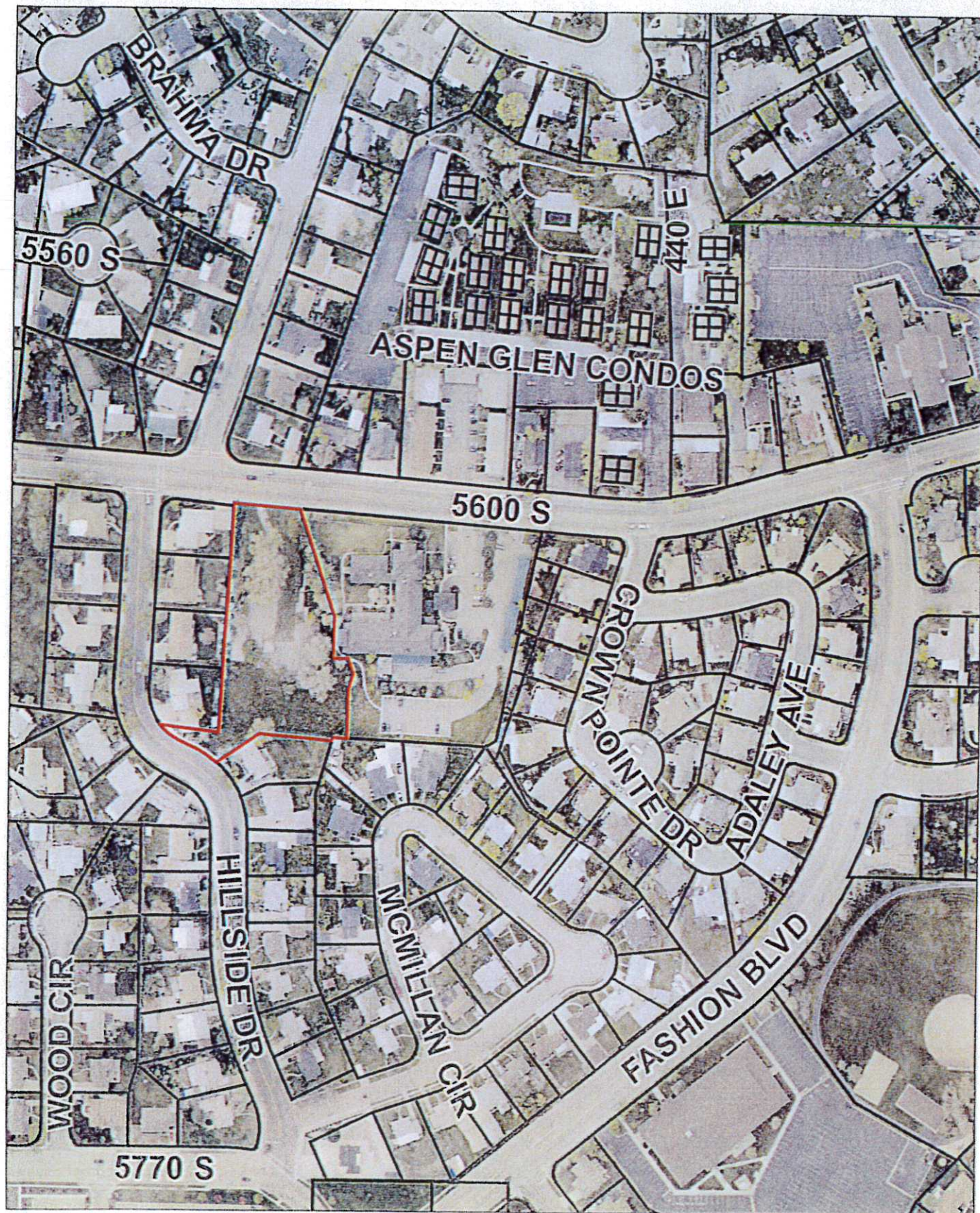




# 344 East 5600 South



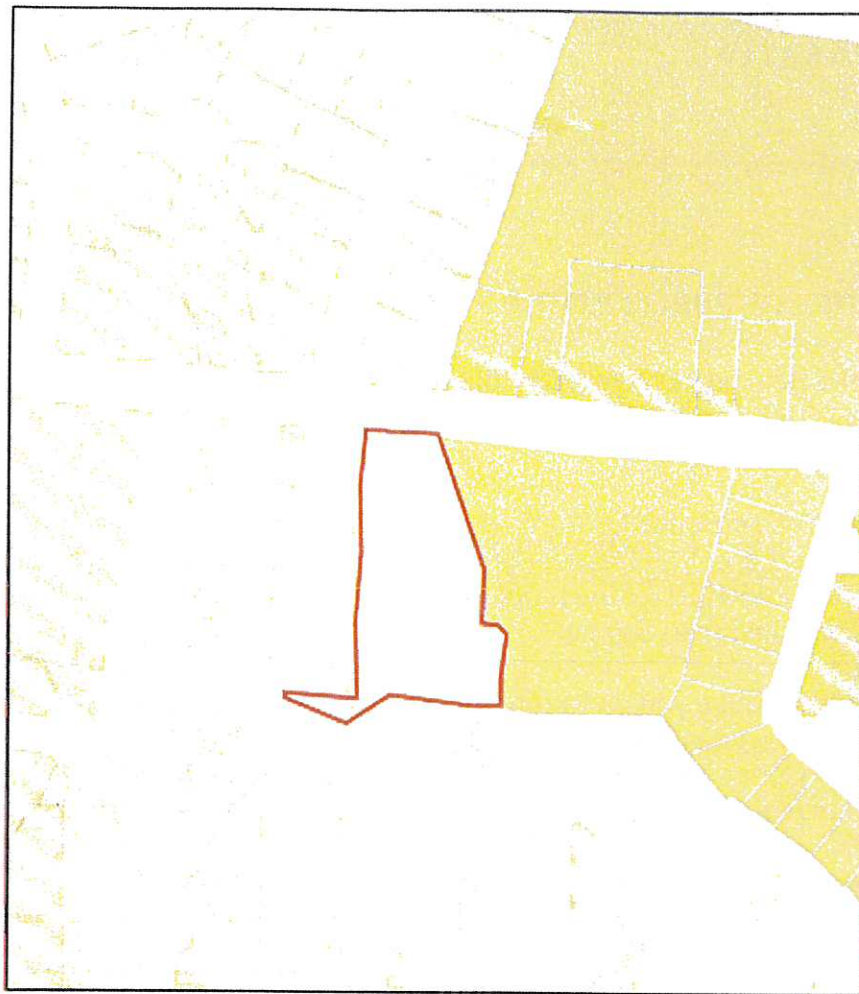
MURRAY  
ADMINISTRATIVE &  
DEVELOPMENT SERVICES











### 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

### Node Types

	Commuter Rail Node
	TRAX Light Rail Node
	Community Node
	Neighborhood Node
	City Boundary

A segment of the Future Land Use Map, showing the subject property, 344 E. 5600 South, outlined in red. The subject property is also outlined in red in the aerial photo included below.





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

CUSTOMER NAME AND ADDRESS		ACCOUNT NUMBER
MURRAY CITY RECORDER,  5025 S STATE, ROOM 113  MURRAY, UT 84107		9001341938  DATE 1/28/2019
ACCOUNT NAME		
MURRAY CITY RECORDER,		
TELEPHONE	ORDER # / INVOICE NUMBER	
8012642660	0001241041 /	
PUBLICATION SCHEDULE		
START 01/27/2019 END 01/27/2019		
CUSTOMER REFERENCE NUMBER		
PH - MURRAY YELLOW HOUSE		
CAPTION		
MURRAY CITY CORPORATION NOTICE OF PUBLIC HEARING NOTICE IS HEREBY G		
SIZE		
32 LINES	1 COLUMN(S)	
TIMES	TOTAL COST	
3	58.76	

FILE COPY

MURRAY CITY CORPORATION  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 7th day of February, 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 Low Density Residential to Medium Density Residential for the property located at approximately 344 East 5600 South, Murray City, Salt Lake County, State of Utah.

Jared Hall, Supervisor  
Community & Economic Development  
1241041 UPAXLP

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 7th day of February, 2019, at the hour of 6:30 p.m. of said day in the Coun** FOR **MURRAY CITY RECORDER**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba 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 01/27/2019 End 01/27/2019

DATE 1/28/2019

SIGNATURE

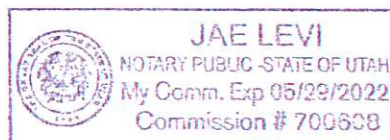
*Judmundson*

STATE OF UTAH )

COUNTY OF SALT LAKE )

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 27TH DAY OF JANUARY IN THE YEAR 2019

BY LORAIN GUDMUNDSON.



*Jae Levi*  
NOTARY PUBLIC SIGNATURE

MURRAY CITY CORPORATION  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 7<sup>th</sup> day of February, 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 Low Density Residential to Medium Density Residential for the property located at approximately: 344 East 5600 South, Murray City, Salt Lake County, State of Utah.

Jared Hall, Supervisor  
Community & Economic Development

# **Application Materials**

#19-013

## GENERAL PLAN AMENDMENT APPLICATION

Type of Application (check all that apply):

☐ Text Amendment

☒ Map Amendment

Subject Property Address: 344 E 5600 South Murray, Ut 84107

Parcel Identification (Sidwell) Number: 22-18-177. 005

Parcel Area: 1.53 Acres Current Use: vacant

Land Use Designation: R-1-8 Proposed Designation: R-M-15

Applicant Name: MURRAY YELLOW HOUSE LLC

Mailing Address: PO BOX 57850

City, State, ZIP: SLC, UT 84157

Daytime Phone #: 801.550.5540 Fax #: \_\_\_\_\_

Email Address: patbru70@msn.com + Mike@pristineproperty.net

Business Name (If applicable): Johnson Land Enterprises

Property Owner's Name (If different): \_\_\_\_\_

Property Owner's Mailing Address: P.O. Box 57850

City, State, Zip: Murray, Utah 84157

Daytime Phone #: 801-550-5540 Fax #: \_\_\_\_\_

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

See additional Page

Authorized Signature: \_\_\_\_\_

Date: 1/11/2019

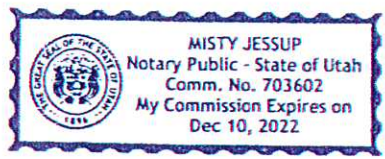
correct based upon my personal knowledge.

Patricia Johnson  
Owner's Signature

Owner's Signature (co-owner if any)

State of Utah  
County of Salt Lake §

Subscribed and sworn to before me this 11 day of January, 2019.



Misty Jessup  
Notary Public  
Residing in Herriman  
My commission expires: Dec. 10, 2022

**Agent Authorization**

I (we), MURRAY YELLOW HOUSE LLC, the owner(s) of the real property located at  
344 E 5600 South Murray, UT 84107 in Murray City, Utah, do hereby appoint

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

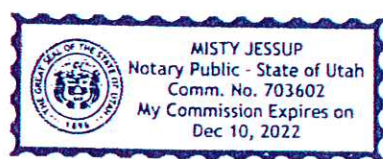
Michael Lami to appear on my (our) behalf  
before any City board or commission considering this application.

Patricia Johnson  
Owner's Signature

Owner's Signature (co-owner if any)

State of Utah  
County of Salt Lake §

On the 11<sup>th</sup> day of January, 2019, personally appeared  
before me Patricia Johnson the signer(s) of the above Agent  
Authorization who duly acknowledge to me that they executed the same.



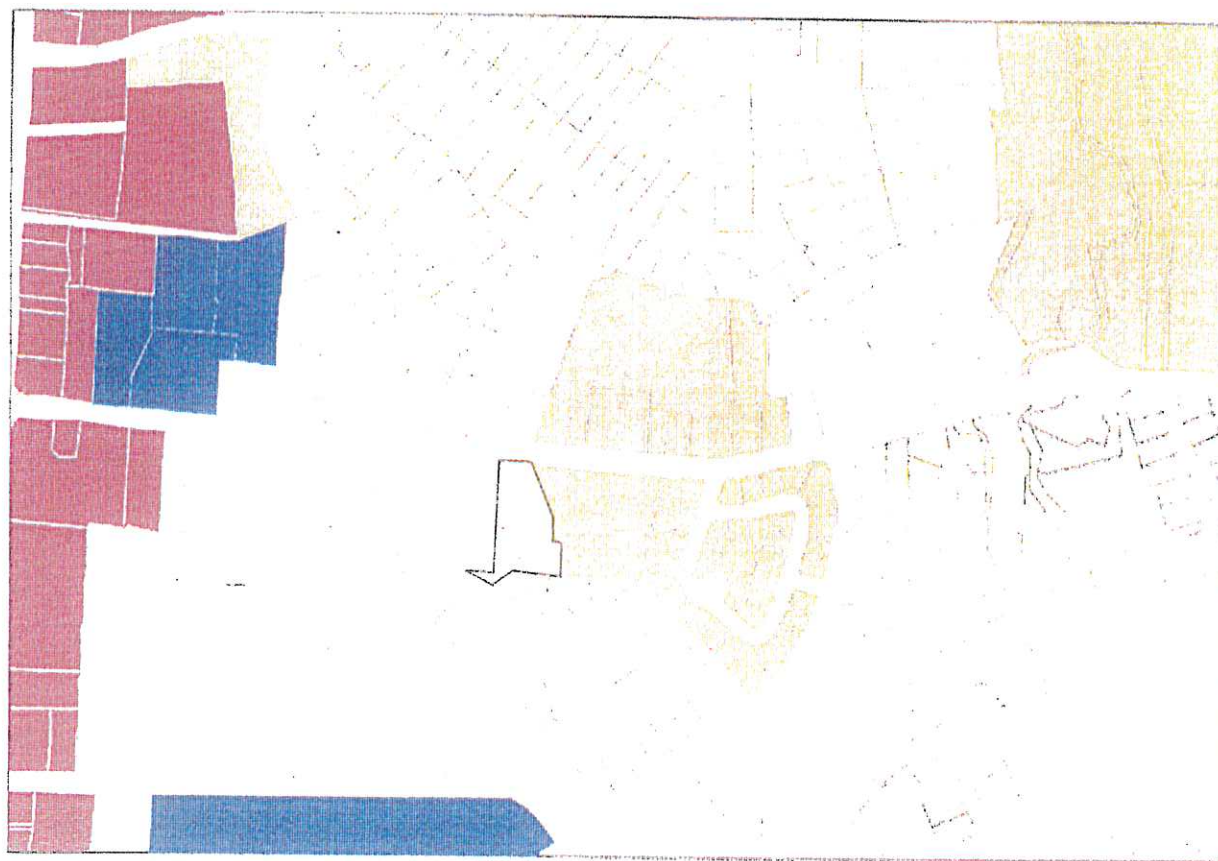
Misty Jessup  
Notary public  
Residing in Herriman  
My commission expires: 10 Dec. 2022



Applicant currently owns both parcel number 177-005, and parcel number 177-014. Even though they are right next to each other and both face onto a busy street, Parcel 177-005 falls under the Low Density Residential category and Parcel 177-014 falls under the Medium Density Residential category. Attached hereto is a rendering of the Murray City Density Map for this immediate area. The proposed change only moves the line of the Medium Density Residential area over by one lot to the west, so all of Applicant's property is zoned the same. The proposed change also moves the boundary more in line with the direction in which it naturally moves across the city. The proposed change also brings more uniformity to the Medium and Low Density map, by including the only other large parcel in the grouping, and the only other large lot facing onto the busy street, into the Medium Density, like every other large lot in the grouping is already zoned. Applicant seeks to have the zoning on 177-005 changed to match its adjacent parcel, so that the properties can be pooled for a more effective usage. Parcel 177-005 faces onto a major street (rather than a residential street), and has limited access onto the street for a lot of that size, but combined with the adjacent lot it can be more fully utilized. Previously the Applicant used Parcel 177-005 for commercial purposes, and did so right up until the time the City used the building on it for training purposes, before the building was torn down. Applicant would like to continue to have the properties be usable together.

### Topics: Murray City 344 E 5600 South

- Applicant currently owns both parcel number 177-005, and parcel number 177-014.
- Even though they are right next to each other and both face onto a busy street, Parcel 177-005 falls under the Low Density Residential category and Parcel 177-014 falls under the Medium Density Residential category.
  - Attached hereto is a rendering of the Murray City Density Map for this immediate area.
- The proposed change only moves the line of the Medium Density Residential area over by one lot to the west.
  - This way all of Applicant's property is zoned the same.
- The proposed change also moves the boundary more in line with the direction in which it naturally moves across the city. Algorithms and software matrix used to produce General Plan needed human adjustment (we are asking now) in its outcome.
- The proposed change brings more uniformity to the Medium and Low Density map
  - by including the only other large parcel in the medium density grouping,
  - by including the only other large lot facing onto the busy street, into the Medium Density, like every other large lot in the grouping is already zoned.
  - Subdivision to East of 177-014 is zoned Medium density. However detached single family homes (Low density) are developed on it. With human input the General plan could have easily deemed subdivision to east as low density and 344 E as medium density.
- Applicant seeks to have the zoning on 177-005 changed to match its adjacent parcel, so that the properties maybe pooled for a more effective usage.
- Parcel 177-005 faces onto a major street (rather than a residential street)
- Parcel 177-005 has limited access onto the street for a lot of that size
- If Parcel 177-005 is combined with the adjacent lot it maybe more fully utilized.
- Previously the Applicant used Parcel 177-005 for commercial purposes, and did so right up until the time the City used the building on it for Police training purposes, before the building was torn down.
- Applicant would like to continue to have the properties be usable together.
- It was intent of owner to develop 177-005 to match 177-014.
- The owner enlisted the City to help in accommodating intent by having City conduct exercises on lot. In the beginning the Fire Dept was to also train on site but ended up not burning structure down due to large trees that are onsite.
- With a change in General Plan Amendment and a possible subsequent development of parcel the Neighborhood shall have positive benefit from modern development just like that of Justice Howe Lane (Balintore Subdivison 5650 S 830 E).



# 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

Exhibit "A"

Beginning 1564.29 feet South and 2435.0 feet East from the Northwest corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 19 deg. 09'50" East 104.52 feet; thence South 0 deg. 40' West 67.94 feet; thence South 89 deg. 20' East 24.5 feet; thence South 19 deg. 09'50" East 26.33 feet; thence South 18 deg. West 26.04 feet; thence South 0 deg. 40' West 79.19 feet; thence North 87 deg. 28' West 23 feet; thence South 10 deg. West 5.40 feet, more or less; thence North 85 deg. 14' West 121.74 feet; thence South 56 deg. 15' West 84.54 feet to the East line of Hillside Drive; thence Northwesterly along the side of the East line 93.8 feet, more or less, to the Southwest corner of Lot 4, EAST RUBEN'S SUBDIVISION; thence South 83 deg. 59' East 96.8 feet; thence North 2 deg. 30' East 368.0 feet; thence South 85 deg. 18' East 105 feet, more or less, to beginning.

22-18-177-005

POOR COPY.  
CO. RECORDER

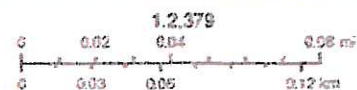
BK 8521 Pg 8839



## General Plan Amendment - Parcel Map

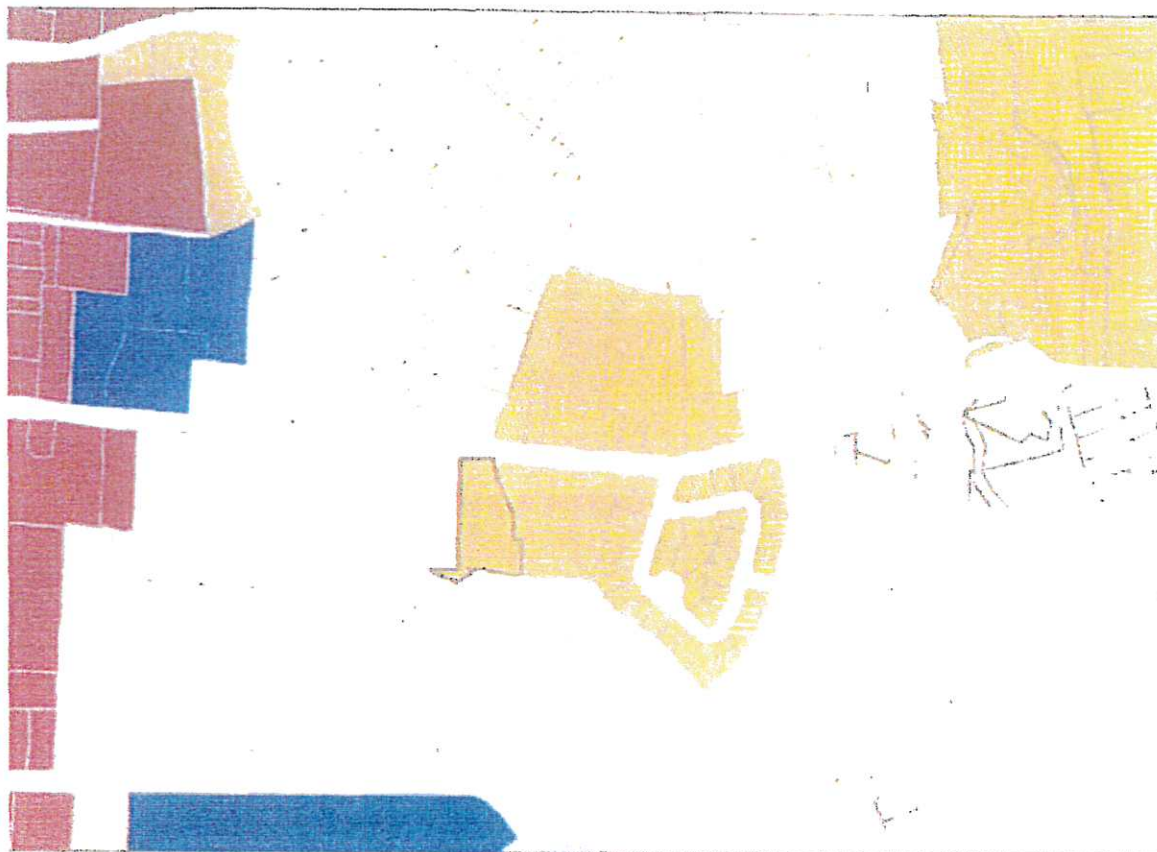


November 27, 2018

[illegible]

This map was created by the staff of the Sag Lake County Auditor, in cooperation with the offices of Surveyor, Recorder, Auditor and Information Services. Copyright 2017. Auditor's Office. The information depicted here is to be taken as an approximation in regard to the spatial portion of the layers provided. This map is not intended to represent an actual field survey or the relationship between any of the layers depicted here.





**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

# Salt Lake County Larger City Trend Allocation

Jurisdiction	Owner Demand 2015	Rental Demand 2015	Owner Demand 2065	Rental Demand 2065	Trend Owner Change	Trend Rental Change	Trend Rental Share
Bluffdale	2,009	1,095	4,951	2,995	2,942	1,900	39%
Cottonwood H.	8,177	4,590	13,528	6,150	5,352	1,560	23%
Draper	10,012	3,645	27,329	8,684	17,317	5,039	23%
Herriman	5,794	3,303	18,884	10,071	13,090	6,769	34%
Holladay	6,343	4,352	8,412	5,990	2,069	1,637	44%
Midvale	5,943	7,633	8,933	12,012	2,990	4,379	59%
Murray	9,510	11,004	13,508	16,551	3,998	5,547	58%
Riverton	6,663	3,938	16,594	9,317	9,931	5,379	35%
Salt Lake City	33,403	45,038	56,009	81,678	22,607	36,640	62%
Sandy	17,984	11,219	28,568	20,854	10,584	9,635	48%
South Jordan	13,922	6,238	48,651	20,064	34,728	13,826	28%
S. Salt Lake	2,941	6,502	5,732	13,000	2,791	6,498	70%
Taylorsville	10,239	11,797	13,204	15,502	2,965	3,704	56%
West Jordan	17,561	14,328	28,776	22,607	11,215	8,279	42%
West Valley C.	18,512	23,138	28,304	34,795	9,792	11,657	54%
Uninc.	25,927	25,590	42,909	43,137	16,982	17,547	51%
Urban Area	194,939	183,410	364,294	323,405	169,355	139,996	45%

Source: WFRC unofficial household allocations adjusted for Gardner Institute projections by Arthur C. Nelson.  
No express or implied warranties.

Murray City Planning Commission Meeting: 02/07/2019

Johnson Land (344 E 5600 South) Notations

- The General Plan is used to help decision-makers evaluate proposals, and implement a better/desired future for the community.
- Despite the current General Plan age, if this change benefits the community, it should be implemented.
- On average, The Salt Lake Valley will increase by 7,220 households per year (through 2065). Each city in the valley will have to make changes to support our growing economy. [1]
- Murray City alone will need to plan for an average increase of 81 new households per year (through 2065) to keep up with the predicted growth for Salt Lake Valley. [2]
- If Murray waits the suggested 10 years to make changes to the general plan, it will be far below the needs of the city's demographic and economic growth.
- Allowing this parcel to be changed to "medium density" benefits both Murray City, and surrounding community members.
  - Under the assumption this parcel will be developed, these new homes will increase the value of existing homes in the area, which is of benefit to existing residents, and the economy.
  - Murray City will receive additional property tax income from these new residents
  - Murray City will receive a higher property tax income, per existing residence, due to the increased values of the homes
- Murray city makes the argument that "Staff finds the proposed change to the future land use designation would be counterproductive to the stability of the existing residential area **because the existing land use pattern of the surrounding properties is predominantly single-family, low-density housing.**" This contradicts the earlier when statement from Murray city that the "Surrounding land uses/zoning to the north and east of this parcel are R-M-15" (Medium density housing.) Johnson Land Representatives would like to argue that this would not compromise the stability of the existing residential area, but add to it, benefit the community, as well as fit in with the corresponding R-M-15 designations neighboring, in close proximity, and adjacent to the parcel.
- Murray city has stated the City Engineer is concerned about the "potential strain it may cause to the infrastructure". As our population grows, each city will need to make improvements to infrastructure regardless. However, this parcel only has a potential of adding *up to* 18 new residence to the area. An argument can be made the infrastructure is already in place to facilitate these new residents, because this parcel is neighboring, in close proximity, and adjacent to other R-M-15 designations the current infrastructure supports.

[1] & [2] Nelson, Arthur C. (Ph.D., FAcSS, FAICP, Emeritus Professor of City & Metropolitan Planning at University of Utah) "2019 Long Term Housing Forecast for Utah". Salt Lake Board of Realtors Forecast Seminar. February 1, 2019.



# More Housing Needed Because of Declining Household Size

<b>Geography</b>	<b>2015</b>	<b>2065 @ 2015 HH Size</b>	<b>2065 @ 2065 HH Size</b>	<b>Additional HHs</b>
Utah	987	1,873	2,234	361
Wasatch Front				
Weber	85	135	161	26
Davis	107	169	208	40
Salt Lake	379	575	689	114
Utah	164	437	546	109
Wasatch Front	736	1,350	1,605	289

Source: Arthur C. Nelson. Figures in thousands.

MURRAY YELLOW HOUSE  
P/C 2/7/19  
Project #19-013  
300' radius w/affected entities

Aaron L Paugh; Hillary Paugh (Jt)  
5614 S Hillside Dr  
Murray UT84107

Andrea Washburn  
5753 S Hillside Dr  
Murray UT84107

Bandb Real Estate, Llc  
567 E Edindrew Cir  
Murray UT84107

Benjamin S Newbold;  
Emily K Newbold  
5577 S Hillside Dr  
Murray UT84107

BFT  
5757 S Hillside Dr  
Murray UT84107

Aspen Glen Condm Common Area  
Master Card  
787 E Ute Cir  
Murray UT84107

Bryan V Bose  
5752 S Hillside Dr  
Murray UT84107

Cameron Bennee;  
Kelly Boulton (Jt)  
5670 S Crown Pointe Dr  
Murray UT84107

Brandon M Bennett  
5738 S Mcmillan Cir  
Murray UT84107

Carma M Brown  
981 N 400 W  
American Fork UT84003

Carrie L Walton  
259 E 5600 S  
Murray UT84107

Chad A Evans;  
Leann T Evans (Jt)  
4881 S Kings Row Dr  
Holladay UT84117

Charles B Millard;  
Michelle E Millard (Jt)  
5742 S Mcmillan Cir  
Murray UT84107

Cheryl K Lyman  
5597 S Hillside Dr  
Murray UT84107

Chris Packer; Heidi Packer (Jt)  
5625 S Hillside Dr  
Murray UT84107

Christ Evangelical Luthern Church &  
School of Murray SLCO Ut  
240 E 5600 S  
Murray UT84107

Cindy T Peterson  
5754 S Hillside Dr  
Murray UT84107

Daniel Ivan  
3195 S 300 W  
South Salt Lake UT84115

DBMTr  
5904 Hammersmith Rd  
Stone Mtn GA30087

DJW Rev Tr  
5624 S Hillside Dr  
Murray UT84107

E&Ms Fam Tr  
299 E 5600 S  
Murray UT84107

Gary T Bigelow;  
Catherine Bigelow (Jt)  
270 E 5560 S  
Murray UT84107

GFC L Trust  
260 E Lindon Wy  
Murray UT84107

Heidi Kubbe; Heino Kubbe (Jt)  
492 E Bridlewalk Ln  
Murray UT84107

Hyrum C Jensen; Julia H Jensen (Jt)  
266 E Lindon Wy  
Murray UT84107

Jim Anderson  
5596 S Hillside Dr  
Murray UT84107

Joanne Przytulski-Smith  
5662 S Crown Pointe Dr  
Murray UT84107

Johnson Land Enterprises Llc  
Po Box 57850  
Murray UT84157

Kevin Haupt  
5746 S Mcmillan Cir  
Murray UT84107



LLA Trust  
424 E Crown Pointe Dr  
Murray UT84107

LLB Lv Tr  
5678 S Crown Pointe Dr  
Murray UT84107

Mm Tr  
6518 S Rothmoor Dr  
Murray UT84121

Maria Isabel Aguilera;  
Paulo Aguilera  
5757 S Wood Cir  
Murray UT84107

Michael J Anello  
5743 S Mcmillan Cir  
Murray UT84107

Murray Yellow House Llc  
Po Box 57850  
Murray UT84157

Muriel B Espil  
5686 S Crown Pointe Dr  
Murray UT84107

Muriel B Espil  
5686 S Crown Pointe Dr  
Murray UT84107

Phillip Kacirek;  
Oriana Kacirek (Jt)  
5739 S Mcmillan Cir  
Murray UT84107

Patrik D Garcia  
5670 S Hillside Dr  
Murray UT84107

Paul Vlaardingerbroek;  
Christine Vlaardingerbroek (Jt)  
349 E 5600 S  
Murray UT84107

Robert Davis  
1989 W 4100 S  
Taylorsville UT84119

PVH Fam Liv Tr  
5645 S Hillside Dr  
Murray UT84107

Richard G Chapman; Kirsten Ford (Jt)  
5586 S Hillside Dr  
Murray UT84107

Seth Bowers  
5756 S Wood Cir  
Murray UT84107

Salt Lake County  
Po Box 144575  
Salt Lake City UT84114

Sands Four Star Lc  
4736 S Glencrest Ln  
Murray UT84107

TBP Rv Lv Tr  
5634 S Hillside Dr  
Murray UT84107

Sone C Aloï; Lauri Aloï (Jt)  
5657 S Hillside Dr  
Murray UT84107

Suzanne Plant; Cory Plant (Jt)  
5593 S Hillside Dr  
Murray UT84107

Trust Not Identified  
279 E 5600 S  
Murray UT84107

Trevor Hoyt  
5587 S Hillside Dr  
Murray UT84107

Trust Not Identified  
260 E 5560 S  
Murray UT84107

Trust Not Identified  
5665 S Hillside Dr  
Murray UT84107

Trust Not Identified  
5615 S Hillside Dr  
Murray UT84107

Trust Not Identified  
5635 S Hillside Dr  
Murray UT84107

Trust Not Identified  
5690 S Hillside Dr  
Murray UT84107

Trust Not Identified  
5748 S Mcmillan Cir  
Murray UT84107

Trust Not Identified  
5682 S Hillside Dr  
Murray UT84107

WEW Liv Trust  
5646 S Hillside Dr  
Murray UT84107

Trust Not Identified  
5757 S Mcmillan Cir  
Murray UT84107

Trust Not Identified  
5754 S Mcmillan Cir  
Murray UT84107

MIDVALE CITY  
PLANNING DEPT  
7505 S HOLDEN STREET  
MIDVALE UT 84047

UTAH TRANSIT AUTHORITY  
ATTN: PLANNING DEPT  
PO BOX 30810  
SLC UT 84130-0810  
CHAMBER OF COMMERCE  
ATTN: STEPHANIE WRIGHT  
5250 S COMMERCE DR #180  
MURRAY UT 84107

UDOT - REGION 2  
ATTN: MARK VELASQUEZ  
2010 S 2760 W  
SLC UT 84104  
TAYLORSVILLE CITY  
PLANNING & ZONING DEPT  
2600 W TAYLORSVILLE BLVD  
TAYLORSVILLE UT 84118

UTAH POWER & LIGHT  
ATTN: KIM FELICE  
12840 PONY EXPRESS ROAD  
DRAPER UT 84020  
JORDAN VALLEY WATER  
ATTN: LORI FOX  
8215 S 1300 W  
WEST JORDAN UT 84088

SALT LAKE COUNTY  
PLANNING DEPT  
2001 S STATE ST  
SLC UT 84190

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

COTTONWOOD HEIGHTS CITY  
ATTN: PLANNING & ZONING  
2277 E Bengal Blvd  
Cottonwood Heights, UT 84121

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

GRANITE SCHOOL DIST  
ATTN: KIETH BRADSHAW  
2500 S STATE ST  
SALT LAKE CITY UT 84115

COMCAST  
ATTN: GREG MILLER  
1350 MILLER AVE  
SLC UT 84106

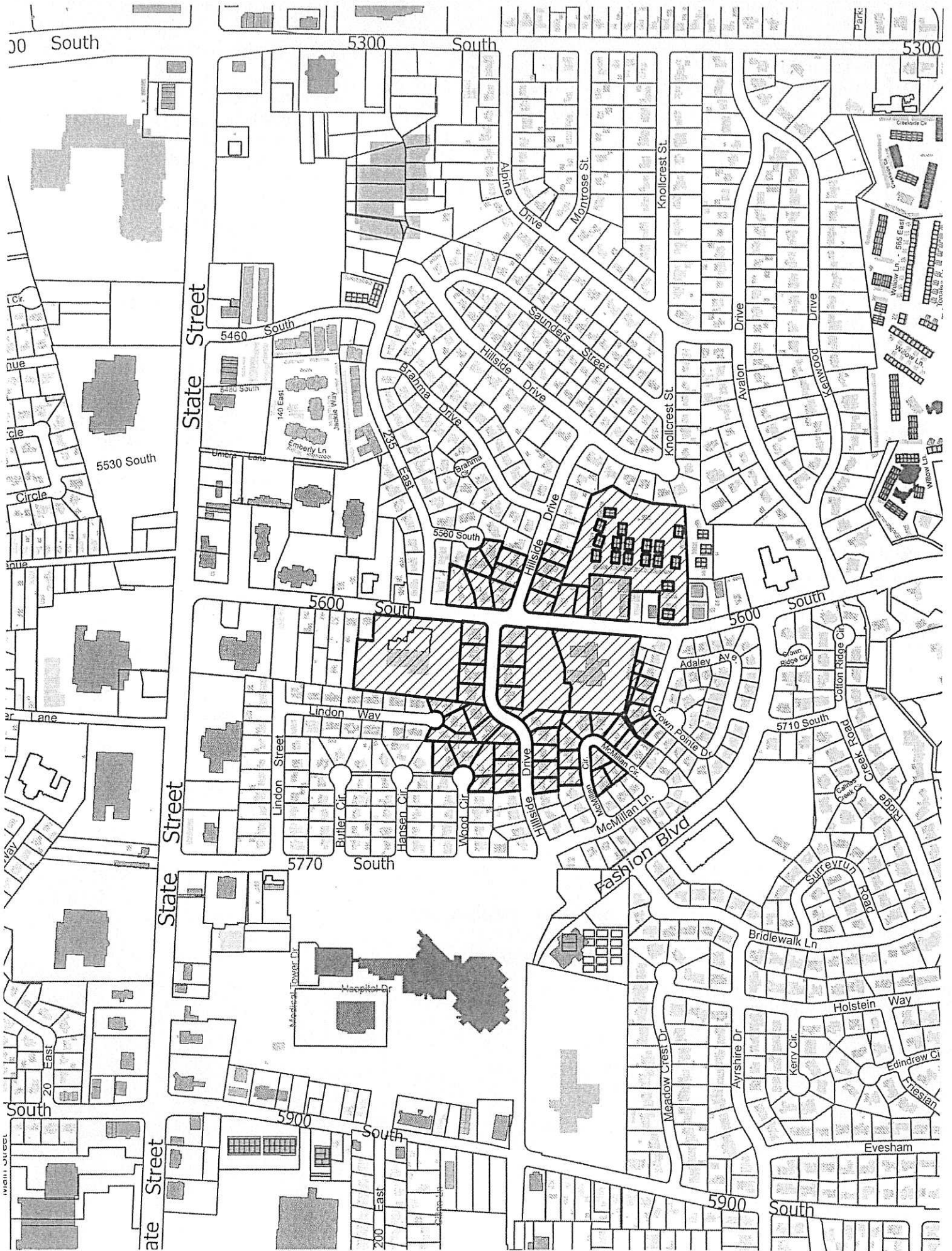
COTTONWOOD IMPRVMT  
ATTN: LONN RASMUSSEN  
8620 S HIGHLAND DR  
SANDY UT 84093

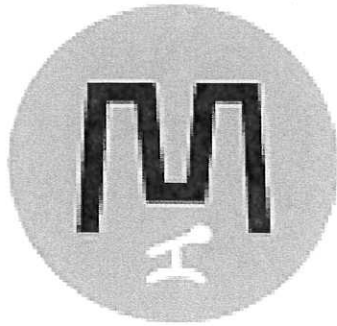
WASATCH FRONT REG CNCL  
PLANNING DEPT  
295 N JIMMY DOOLITTLE RD  
SLC UT 84116

HOLLADAY CITY  
PLANNING DEPT  
4580 S 2300 E  
HOLLADAY UT84117

UTAH AGRC  
STATE OFFICE BLDG #5130  
SLC UT 84114

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





**MURRAY**  
CITY COUNCIL

# Discussion Item #6





**MURRAY**


## Mayor's Office/City Attorney's Office

### Discussion - Boys & Girls Club Creekside Lease Revisions

#### Council Action Request

Committee of the Whole

Meeting Date: March 5, 2019

<b>Department</b> <b>Director</b> G.L. Critchfield  <b>Phone #</b> 801-264-2640  <b>Presenters</b> G.L. Critchfield Mayor Blair Camp	<b>Purpose of Proposal</b> To discuss a proposed resolution for the Council to give a gift, under Utah Code Ann. section 10-8-2, to the Boys & Girls Club  <b>Action Requested</b> Information/Discussion  <b>Attachments</b> Draft Lease Agreement  <b>Budget Impact</b> Anticipated to be neutral - no rent coming in from tenants; but tenants shall pay all repair and maintenance costs associated with building.  <b>Description of this Item</b> The City owns the old Creekside School. It currently has two tenants, Boys and Girls Club and KidsEat!. They pay \$1,000 and \$100 per month in rent monthly. The City does not want to continue putting money into maintaining the building, as it is intended that this building will eventually be demolished. However, the City also desires to assist these non-profits. Under Utah Code Annotated 10-8-2, the Council may authorize a waiver of fees for a nonprofit after holding a public hearing. The City seeks an arrangement where the Boys & Girls Club will lease the building without paying the City rent; and in exchange the Boys & Girls Club will pay for all repairs and maintenance of the building during the term of the lease. The Boys & Girls Club would also agree to sublet to KidsEat!.
<b>Required Time for Presentation</b> 10 Minutes  <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>  <b>Date</b> February 21, 2019	



## LEASE AGREEMENT

THIS LEASE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Murray City Corporation**, a political subdivision of the State of Utah ("Lessor"), and the **Boys and Girls Clubs of Greater Salt Lake** ("Lessee").

### RECITALS

WHEREAS, Lessor is the owner of certain parcels of land located at approximately 147 East Myrtle Avenue in Murray, Utah, consisting of approximately 1.74 acres, inclusive of the improvements; and

WHEREAS, a portion of said property consists of a building formerly known as the Creekside School, addressed 5065 South Jones Court (or 179 East Myrtle Avenue), Murray, Utah (the "Premises"); and

WHEREAS, it is the intention of the Lessor to demolish the Premises in the near future; and

WHEREAS, until the Lessor determines to demolish the Premises, Lessee desires to lease the Premises for its nonprofit business purposes, including using the Premises for office space **as well as instruction space for children(?)**; and

WHEREAS, until such time as the Lessor determines to demolish the Premises, Lessor is willing to lease the Premises to Lessee for such purposes pursuant to the terms of this lease; and

WHEREAS, the Murray City Municipal Council, in accordance with Utah Code Annotated §10-8-2 and after holding a public hearing, has made a determination to bestow a gift or benefit upon Lessee in their capacity as a nonprofit corporation; and

WHEREAS, Lessee agrees in exchange for leasing the Premises at no cost, it shall be responsible for all maintenance and repairs required for the Premises, and shall assume all liability for the Premises;

### AGREEMENT

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and obligations set forth herein, the Lessor and Lessee agree as follows:

#### **1. Lease of the Premises and Possession.**

**1.1. Controlling Lease – Termination of Previous Lease.** This lease supersedes and terminates any and all previous leases made between Lessee and Lessor for the Premises, and all such prior leases are hereby disclaimed by the parties.

1.2. Lease of Premises. The Lessor leases to the Lessee and the Lessee leases from the Lessor those Premises situated at 5065 South Jones Court (179 East Myrtle Avenue), in Murray City, Salt Lake County, Utah, in accordance with the terms and conditions of this Lease.

1.2.1 Lease of Parking Spaces. Lessor hereby leases to Lessee and grants a license for Lessee to use [REDACTED] parking stalls adjacent to or nearby Premises as outlined in attached parking map.

1.3. Condition of Premises. The Lessor makes no representations or warranties regarding the condition or tenantability of the Premises. The Premises are leased to the Lessee "**AS IS, AND WITH ALL DEFECTS, LATENT OR PATENT.**"

1.4. Term and Commencement Date. The Term of this Lease shall commence on [REDACTED] ("Commencement Date") and shall end at midnight [REDACTED], unless terminated earlier as provided below ("Term"). This lease shall not automatically renew.

1.5. Permitted Use. The Lessee's permitted use under this Lease is to use the Premises for office space and children instruction space ("Permitted Use").

## **2. Possession.**

2.1. Possession of Premises. The Lessor is currently in possession of the Premises pursuant to the terms of a prior lease, which is now hereby terminated and disclaimed. Lessor covenants on behalf of itself, and its successors and assigns, not to disturb the quiet enjoyment, possession or Permitted Use of the Lessee during the Term of this Lease, subject to the Lessor's rights set forth in this Lease.

## **3. Rent.**

3.1. No Rent. In accordance with the benefit or gift bestowed by the City Council upon Lessee, the Lessor waives rent for the Premises. The Lessee shall lease the Premises and shall pay no rent to Lessor throughout the term of this lease.

## **4. Representations, Warranties and Covenants of Lessee.**

4.1. Use of Premises. The Lessee shall occupy and use the Premises for the Permitted Use and no other purpose, and the Lessee shall occupy the entire Premises during the Term of this Lease. The Lessee shall conduct no industrial, manufacturing or processing activity on the Premises. Lessee shall not (i) cause or permit any auction, fire, closing out or bankruptcy sales in or about the Premises; (ii) make or permit any noise or odor objectionable to the public to emit from the Premises; (iii) create, maintain or permit a nuisance in or about the Premises; (iv) permit or do anything that is contrary to any law or regulation of any federal, state or local governmental body or agency; or (v) permit or do anything that is contrary to any covenant, condition or restriction affecting the Premises.

4.2. Hazardous Material. The Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by the Lessee, its agents, employees, contractors or invitees, without the prior written consent of the Lessor, which consent may be withheld for any reason or for no reason.

4.2.1. Definitions. As used in this Lease, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, which is or becomes regulated by any local governmental authority, the State of Utah or the United States. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under applicable law, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. Section 1321, (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6903, (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 or (vii) defined as a "regulated substance" pursuant to Section 9001, Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991.

4.3. Alterations, Improvements and Additions.

4.3.1. Lessee shall not make any alteration, improvement or addition to the Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

4.3.2. Notwithstanding section 4.3.1., certain improvements and repairs must be made by Lessee in order for Lessee to continue to occupy the Premises. Such improvements must be completed or in substantial progress within sixty (60) days of the effective date of this lease. Failure to make required improvements within the required time will be considered a material default of the lease, subject to termination as outlined herein. All improvements and repairs shall be made by licensed, insured and reputable contractors with expertise in the area of repair. The required improvements include:

4.3.2.1. Elevator Repair;

4.3.2.2. Boiler Repair;

4.3.2.3. Remedy of the fall risk due to the half-wall (or unguarded floor opening) located on the second floor above the main floor entryway. This risk must be abated by either (i) extending the wall up another six feet with wallboard material or appropriate select guard railing; or (ii) extending the wall to the ceiling to completely eliminate the open area altogether). **This section 4.3.2.3 must be completed before children shall be allowed to be brought onto the Premises;**



- 4.3.2.4. Repair of Fire Detection Equipment and engage a fire monitoring service; *and*
- 4.3.2.5. Lessee shall remove combustible storage, i.e. empty boxes and various cardboard materials stored in the first-floor room next to the stairway.

4.3.3. Lessee shall verify and confirm to Lessor (i) that the improvements and repairs required under section 4.3.2. have been completed; and (ii) that Lessee has paid for said improvements and repairs.

4.3.4. Lessor consents to, and the Lessee shall be responsible for any alteration, improvement or addition to the Premises mandated by the Americans With Disabilities Act of 1990, as amended, and related applicable Federal or State rules and regulations as promulgated from time to time.

4.3.5. All alterations, improvements and additions (i) shall be performed at the sole cost and expense of the Lessee in compliance with all applicable laws and regulations of any federal, state or local governmental body or agency, and (ii) shall become and remain the property of the Lessor. In contracting for the performance of any alterations, improvements or additions, the Lessee shall not act as the agent of the Lessor.

4.4. Covenant Against Liens. The Lessee covenants and agrees not to suffer or permit any lien (including, but not limited to, tax liens, mechanics' liens and materialmen's liens) to be placed against the Premises. If a lien is placed against the Premises that is directly or indirectly related to an act or failure to act of the Lessee, the Lessee agrees to pay off and remove such lien within five (5) days' of receipt by the Lessee of notice thereof, irrespective of whether the Lessee contests the validity of the lien. The Lessee has no authority or power to cause or permit any lien or other encumbrance created by act of the Lessee, operation of law, or otherwise, to attach to or be placed upon the Lessor's title or interest in the Premises.

4.5. Waiver of Claims. Lessee agrees that the Lessor, its officers, officials, employees or agents, shall not be liable for any direct or consequential damages (including damage claimed for actual or constructive eviction) either to persons or property sustained by the Lessee, or its officers, directors, employees, agents, invitees, licensees or contractors due to (i) any part of the Premises not being maintained or in repair or (ii) the happening of any incident on the Premises. This provision shall include, but not be limited to, damage caused by water, snow, frost, sewage, gas or malfunction of any electrical, heating, cooling or ventilation systems or installations on the Premises. Lessee shall hold the Lessor harmless and indemnify Lessor against any claims described herein made by any party against the Lessor.

4.6. Waiver of Notice. The Lessee expressly waives the service of any demand for possession.

4.7. Acceptance of Premises and Disclaimer of Representations. The Lessee is fully familiar with the condition of the Premises and accepts the Premises in their present condition **"AS IS, AND WITH ALL DEFECTS, LATENT OR PATENT"**.

## **5. Triple Net Lease.**

5.1. Triple Net Lease. The Lessee acknowledges that (i) this is a "triple net lease" as such term is commonly used in the real estate industry; (ii) the Lessor shall have no obligation or liability to pay *any* cost or expense with respect to the Premises; and (iii) the Lessee shall be liable for all costs and expenses with respect to the Premises. As provided below, the costs and expenses payable by the Lessee shall include, without limitation, services, repairs, maintenance, insurance, utilities and taxes.

5.2. Services to be Provided by the Lessee. Lessee shall maintain, at its own expense, all necessary or desired services or utilities for the Premises, including, but not limited to electricity, gas, water, sewer, communication services, janitorial services, garbage disposal, fire alarm monitoring, landscaping maintenance and snow removal. The Lessor is not obligated to supply or maintain *any* service or equipment to the Premises. The Lessee shall put, keep and maintain all portions of the Premises, including sidewalks, curbs, passageways and paved parking stalls adjoining the same in a clean and orderly condition, free of dirt, rubbish, snow, ice and obstructions. Lessee shall put all utility services in its name no later than the effective date of this lease. Utility bills existing and outstanding as of the date of this lease shall be paid by Lessee within 30 days of the effective date of this lease.

5.3. Repairs and Maintenance. The Lessee shall maintain and repair the Premises in a condition not less than the condition of the Premises existing as of the Commencement Date, normal wear and tear excepted. The parties agree that the exception for "normal wear and tear" shall not relieve the Lessee of the obligations to repair and maintain in good working order the roof, paved parking areas and the heating, ventilating, air conditioning, plumbing, electrical and telecommunication systems and to operate the Premises as a high grade and reputable concern. All repairs made by the Lessee shall be at least equal to the original work in class and quality. If the Lessee fails to make such maintenance or repairs, the Lessor or its agents may, but shall not be required to, enter the Premises at all reasonable times to make such maintenance or repairs, and the Lessee shall pay to the Lessor the cost of such maintenance or repairs within five (5) days of receipt of a bill for such maintenance or repairs.

5.4. Insurance Requirements. In addition to the requirements in **Section 6** of this Lease, Lessee shall not engage in or permit any activity which will cause the cancellation of, or increase the existing premiums on, any insurance relating to the Premises. Lessee shall not permit to remain in or about the Premises any article that may be prohibited by the broadest form of "All Risk" or "Special Form" property damage insurance.

## **6. WAIVER, INDEMNITY AND LESSEE'S INSURANCE.**

6.1 Assumption and Waiver. Lessee assumes all risk of, and waives all claims against Lessor arising from, damage, loss or theft of property or injury to persons in, upon or about the



Premises from any cause. The foregoing waiver includes, without limitation, the following risks against which Lessee should maintain adequate insurance to protect Lessee equipment and other personal property:

6.1.1. All-risk casualty loss insurance with respect to all Improvements constructed by Lessee on the Premises,

6.1.2. Any defect in or failure of plumbing, heating or air-conditioning equipment, electric wiring, water pipes, stairs, railings or walks;

6.1.3. The disrepair of any equipment;

6.1.4. The bursting, leaking or running of any tank, washstand, water closet, drain or any pipe or tank in, upon or about the Premises;

6.1.5. The backup of any sewer pipe or down spout;

6.1.6. The escape of steam or hot water;

6.1.7. Water, snow or ice;

6.1.8. The falling of any fixture, plaster or stucco;

6.1.9. Broken glass; and

6.1.10. Any unauthorized or criminal entry of third parties within the Premises.

## 6.2 Indemnification.

6.2.1 Lessee's Indemnification of Lessor. To the fullest extent permitted by law, the Lessee agrees to indemnify, defend, save and hold harmless Lessor, and its officers, officials, council members, citizens, agents, employees and volunteers (hereinafter referred to as "Indemnatee") for, from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") including but not limited to, personal injury (including death) or property damage caused, in whole or in part, by the acts, errors, omissions, negligence, or alleged negligence of Lessee or any of Lessee's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Lessee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent acts of the Indemnatee, be indemnified by Lessee for, from and against any and all Claims. It is agreed that Lessee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

6.3. Environmental Indemnification of Lessor by Lessee. Lessee shall defend, indemnify, and hold harmless Lessor for, from and against any and all future claims, demands, complaints and/or actions made or brought against Lessor pertaining to the Premises and arising under any Environmental Law, Rule, Regulation or otherwise based upon any Hazardous Materials condition that would have arisen during the time Lessee was in possession of the Premises. This defense and indemnity includes, without limitation, any claims, demands, complaints, and/or action, asserted under CERCLA, WQARF, RCRA, and federal and state common law pertaining to Hazardous Materials, including any such claim based upon Lessor's alleged liability as an owner or operator of the Premises under CERCLA or WQARF.

6.4 Insurance. Lessee shall procure and maintain for the duration of the Lease insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Lease by Lessee, Lessee's agents, representatives, employees or contractors and commercial property insurance. The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained herein. Lessor does not represent or warrant that the minimum limits set forth herein are sufficient to protect Lessee from liabilities that might arise out of this Lease, and Lessee is free to purchase such additional insurance as Lessee may determine is necessary.

6.4.1. Minimum Scope and Limits of Insurance.

6.4.1.1. Commercial General Liability - Occurrence Form

General Aggregate -- \$2,000,000

Each Occurrence -- \$1,000,000

6.4.1.2. Workers' Compensation and Employer's Liability

Workers' Compensation -- Statutory

Employer's Liability: Each Accident -- \$500,000

Disease - Each Employee -- \$500,000

Disease - Policy Limit -- \$500,000

6.4.2. Other Insurance Requirements. The policies shall contain, or be endorsed to contain, the following provisions:

6.4.2.1. Commercial General Liability Coverage.

6.4.2.1.1. Insurance coverage, other than Workers' Compensation, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insured. Evidence of insurance and formal endorsements to that effect shall be current and on file with Murray City. Such endorsement shall include both ongoing and completed operations.

6.4.2.1.2. Coverage provided by Lessee shall not be limited to the liability assumed under the indemnification provisions of this Lease.

6.4.2.2. Workers' Compensation and Employee's Liability Coverage. The insurer agrees to waive all rights of subrogation against Lessor, its officials, officers, agents, employees and volunteers for losses arising from Lessee's operations, occupancy and use of the Premises subject to this Lease.

6.4.3. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Lease shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to Lessor.

6.4.4. Acceptability of Insurers. Lessee shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Utah and with a "Best's" rating of not less than A-: VII. Lessor does not represent or warrant that the above required minimum insurer rating is sufficient to provide Lessee from potential insurer insolvency.

## **7. Default.**

7.1. Default by Lessee. The Lessee shall be in default under this Lease if any of the following occurs: (i) the Lessee fails to perform or observe any covenant, agreement or condition which the Lessee is required to perform or observe and such failure shall not be cured within thirty (30) days after delivery of written notice to the Lessee of such failure; (ii) the Lessee is named as a debtor in any voluntary or involuntary bankruptcy proceeding; (iii) substantially all of the Lessee's assets are placed in receivership or are subjected to attachment or other judiciary seizure; (iv) the Lessee makes or suffers a general assignment for the benefit of creditors; (v) the Lessee vacates or abandons the Premises; or (vi) the Lessee breaches any other provision of this Lease.

7.2. Lessor's Remedies. In the event of Lessee's default hereunder, the Lessor shall have available the remedies set forth in this Section 7.2. Except as expressly, otherwise, provided in this Lease, and to the extent permitted by law, the Lessor's remedies shall be cumulative and not alternative remedies.

7.2.1. Legal and Equitable Remedies. The Lessor shall have all remedies available at law or in equity.

7.2.2. Advances. In the event of any breach of this Lease by the Lessee, the Lessor may remedy such breach for the account of and at the expense of the Lessee. If the Lessor at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or perform any act, which will require the payment of any sum of money, or is compelled to incur any expense, including

reasonable attorneys' fees, in instituting or processing any action or proceeding to enforce the Lessor's rights under this Lease, the sum or sums so paid by the Lessor, with interest from the date of payment, shall be deemed to be due from the Lessee to the Lessor on the first day of the month following such payment.

7.3. Lessor's Default. The Lessor shall be in default under this Lease if the Lessor fails to perform or observe any covenant, agreement or condition, which the Lessor is required to perform or observe and such failure is not cured within thirty (30) days after delivery of written notice to the Lessor of such failure.

7.4. Lessee's Remedies. In the event of the Lessor's default hereunder, the Lessee shall have all remedies available at law or in equity.

## **8. Termination of Lease.**

8.1. Events of Termination. The Lease shall terminate upon the occurrence of one or more of the following events: (i) By written agreement between the Lessor and Lessee; (ii) by the Lessor pursuant to this Lease; (iii) by the Lessee pursuant to this Lease; or (iv) upon lapse of the Term of the Lease.

8.2. Termination with [REDACTED] Months' Notice. As Lessor's intention is to eventually demolish and sell the Premises, this lease may be terminated by Lessee upon [REDACTED] months' notice to Lessor, and by Lessor upon [REDACTED] months' notice to Lessee. Termination under this section shall not give rise to any claim against the Lessor for damages related to the termination of the lease. In no event shall Lessor's exercise of its right to terminate this Lease pursuant to this section relieve Lessee of any liability to Lessor for any damages or claims arising under this lease.

8.3. Surrender of Possession. Upon termination of this Lease, the Lessee shall immediately surrender possession of the Premises to the Lessor. If the Lessee does not surrender possession immediately, the Lessor may re-enter and repossess the Premises and remove all persons or property using such force as may be necessary without being deemed guilty of, or liable for, any trespass, forcible entry, detainer or damage to persons or property.

8.4. Condition of Premises Upon Termination or Abandonment. The Lessee, upon termination or abandonment of this Lease or termination of the Lessee's right of possession, covenants and agrees as follows:

8.4.1. Removal of Property. The Lessee shall not remove any alterations, improvements or additions made to the Premises by the Lessee or others without the prior written consent of the Lessor, which consent may be withheld for any or no reason. The Lessee shall immediately remove, in a good and workmanlike manner, all personal property of the Lessee, and such alterations, improvements and additions made to the Premises by the Lessee during the Term as the Lessor may request in writing to be removed. All damage occasioned by such removal shall be promptly repaired by the Lessee in a good and workmanlike manner. If



the Lessee fails to remove any such property, the Lessor may accept the title to such property without credit or compensation to the Lessee or remove and store such property, at the Lessee's expense, in any reasonable manner that the Lessor may choose.

8.4.2. Restoration of the Premises. The Lessee shall restore the Premises to the condition existing on the Commencement Date, with the exception of ordinary wear and tear, and alterations, improvements and additions which the Lessor has not directed the Lessee in writing to remove.

8.5. Holding Over. If the Lessee fails to deliver actual possession of the Premises to the Lessor upon termination of this Lease, the Lessor shall have all remedies available at law or in equity to a lessor of commercial real property in the State of Utah, together with the following cumulative remedy: The Lessor may recover damages from the Lessee in an amount equal to five thousand dollars (\$5,000.00) per month immediately prior to termination for each full or partial month that the Lessee fails to deliver actual possession of the Premises to the Lessor

## **9. General Provisions.**

9.1. Notices. All notices or other communications under this Lease shall be in writing and shall be deemed to be delivered on the date of delivery if delivered in person or on the date of receipt indicated on the return receipt if delivered by U.S. Mail, certified or registered, return receipt requested, postage prepaid and addressed as follows:

***If to Lessor:***

Murray City Corporation  
c/o Office of the Mayor  
5025 South State Street  
Murray, Utah 84107

***If to Lessee:***

Boys & Girls Club of Greater Salt Lake  
244 East Myrtle Avenue  
Murray, Utah 84107

Or to such other address as a party may provide to the other by written notice.

9.2. Successors and Assigns. This Lease shall inure to the benefit of and be binding upon the successors and permitted assigns of the Lessor and the Lessee.

### 9.3. Assignment and Subletting.

9.3.1. Prohibition Without Written Consent. The Lessee shall not, without the prior written consent of the Lessor, (i) assign this Lease or any interest therein; (ii) permit or suffer any assignment of this Lease by operation of law; (iii) sublet all or any portion of the Premises; or (iv) permit the use of the Premises by any party other than the Lessee and its officers and employees.

9.3.1.1.

Notwithstanding section 9.3.1. above, Lessor hereby consents and encourages Lessee to sublet a portion of the Premises to the KidsEat! Foundation according to terms



consistent with the Lessee's obligations hereunder that they may deem appropriate pursuant to a sublease. Under this provision, a permitted use shall include the proper storage of donated food.

9.3.2. Standards for Consent. The Lessor's consent to any proposed subletting may be withheld for any or no reason unless the credit history, financial strength and business reputation of the subtenant or assignee are acceptable to the Lessor; and the proposed uses of the Premises by the subtenant or assignee are acceptable to the Lessor.

9.3.3. No Release of Lessee. No assignment or subletting shall release the Lessee from any of the obligations set forth in this Lease.

9.4. Nonwaiver of Remedies. A waiver of any condition expressed in this Lease shall not be implied by any failure of the Lessor or Lessee to enforce any remedy available by reason of the failure to observe or perform such condition. A waiver by the Lessor or the Lessee shall not affect any condition other than the one specified in such waiver and a waiver shall waive a special condition only for the time and in the manner specifically stated in the waiver.

9.5. Rights Cumulative. Except as expressly provided in this Lease, and to the extent permitted by law, the Lessor's or Lessee's remedies described in this Lease are cumulative and not alternative remedies.

9.8. Effect of Lessor's Insurance on Lessee's Obligations. From time to time and without obligation to do so, the Lessor may purchase insurance against damage or liability arising out of or related to the Premises. The purchase or failure to purchase such insurance shall not release or waive the obligations of the Lessee set forth in this Lease. The Lessee waives all claims on insurance purchased by the Lessor.

9.9. Attorneys' Fees and Costs. If either party brings an action to enforce the terms of this Lease or declare rights hereunder, the prevailing party in such action, at trial or on appeal, shall be entitled to its reasonable attorneys' fees and costs as may be determined by the court.

9.10. Governing Law, Jurisdiction and Forum. This lease shall be construed and interpreted in accordance with the laws of the State of Utah. The parties agree that the courts of Utah shall have exclusive jurisdiction and that the Third District Court in Salt Lake County shall be the proper venue.

9.11. Relationship of the Parties. Nothing contained in this Lease shall be construed as creating the relationship of principal or agent or of partnership or joint venture. Neither the method of computation of rent nor any other provision of this Lease, nor any act of the parties, shall be deemed to create any relationship other than that of Lessor or Lessee.

9.12. Effect of Conveyance. If, during the term of this Lease, the Lessor should sell its interest in the Premises, then from and after the effective date of such sale, the Lessor shall be

released and discharged from any and all further obligations and responsibilities under this Lease (except those already accrued) upon written assumption by the buyer of the Lessor's liabilities under this Lease.

9.13. Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Lease.

9.14. Severability. The invalidity of any portion of this Lease, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease effective the date first set forth above.

LESSOR:  
**MURRAY CITY CORPORATION**

LESSEE:  
**BOYS & GIRLS CLUB OF  
GREATER SALT LAKE**

\_\_\_\_\_  
D. Blair Camp, Mayor

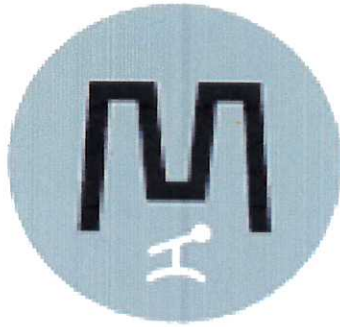
\_\_\_\_\_  
LeAnn Saldivar, President

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office



**MURRAY**  
CITY COUNCIL

**Adjournment**