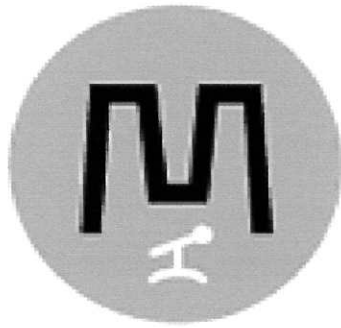


**MURRAY**  
CITY COUNCIL

# Council Meeting 6:30 p.m.

Call to Order

Pledge of Allegiance



**MURRAY**  
CITY COUNCIL

# Council Meeting Minutes

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

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The Murray City Municipal Council met on Tuesday, February 19, 2019 at 6:30 p.m. for a meeting held in the Murray City Center Council Chambers, 5025 South State Street, Murray, Utah.

## **Council Members in Attendance:**

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

## **Others in Attendance:**

Blair Camp	Mayor	Jan Lopez	Council Director
G.L. Critchfield	City Attorney	Jennifer Kennedy	City Recorder
Doug Hill	Chief Administrative Officer	Jennifer Heaps	Comm. & Public Relations Director
Craig Burnett	Police Chief	Robert White	IT Director
Danny Astill	Public Works Director	Jon Harris	Fire Chief
Danyce Steck	Finance Director	Kim Sorensen	Parks and Recreation Director
Brenda Moore	Controller	Jesse Chappell	Golf Course Equipment Operator II
Blaine Haacke	General Manager of Power	Bruce Turner	Operations Manager of Power
Citizens			

## **Opening Ceremonies**

Call to Order – Ms. Turner called the meeting to order at 6:30 p.m.

Pledge of Allegiance – The Pledge of Allegiance was led by Blaine Haacke, General Manager of Power.

## **Approval of Minutes**

Council Meeting – February 5, 2019

MOTION: Mr. Brass moved to approve the minutes. The motion was SECONDED by Mr. Hales. Voice vote taken, all “ayes.”

## **Special Recognition**

1. Murray City Council Employee of the Month, Jesse Chappell, Golf Course Equipment Operator II

Staff Presentation: Brett Hales, Councilmember and Kim Sorensen, Parks and Recreation Director  
Mr. Hales said the Council started the Employee of the Month Program because they felt it was important to recognize the City's employees. He presented Mr. Chappell with a certificate, a \$50 gift card and told him that his name would appear on the plaque located in the Council Chambers. He expressed his appreciation to Mr. Chappell for all he does for the City.

Mr. Sorensen spoke about the work Mr. Chappell has done during the 15 years he has worked for the city.

**Citizen Comments** – Comments are limited to 3 minutes unless otherwise approved by the Council.

Allison Trease – NeighborWorks Salt Lake

Ms. Trease spoke about the services NeighborWorks offers, noting they focus on neighborhood revitalization. Ms. Trease mentioned that they are holding an open house tomorrow and invited everyone to come and see what NeighborWorks is about.

### **Public Hearings**

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

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

Staff Presentation: Blaine Haacke, General Manager of Power and Bruce Turner, Operations Manager of Power

Mr. Haacke said this project has been taken on nationally by the Navajo Tribal Utility Authority (NTUA). This is a six-week project that will have five to six crews working on it each week. The city would like to send one crew of four members for the last week of the project. The first groups will go down the week of April 6, 2019. The city would like to send their group the week of May 11 – 18, 2019.

Mr. Haacke said there are groups participating from Illinois, Ohio, Arizona, Oklahoma, New Mexico, California, Delaware, Texas, Arkansas, Massachusetts, and Utah. The cities in Utah that are participating are Murray, Santa Clara, Washington City, St. George, and Heber City. Mr. Haacke said, to the best of his knowledge, Murray is the only city in Utah that is sending a group of four down with equipment.

Mr. Haacke explained that the crew would be working 12-hour days replacing poles and stringing conductors. The goal is to get electricity to the Native Americans who do not currently have electricity. Mr. Haacke said Tuba City is the district the city's crew has been assigned to. He asked Mr. Turner to speak a little bit about this project.

Mr. Turner said the crew that has been chosen to go is super excited. The crew will be taking one line truck, one bucket truck and one crew truck with them. The mutual aid agreement is similar to the one the city already has with IPSA, except the city won't be getting paid back for anything. The city will just be supplying time and equipment and NTUA will supply all the materials and the hotels.

The public hearing was open for public comments. No comments were given, and the public



hearing was closed.

G.L. Critchfield, City Attorney, noted that anytime the city does work like this, whether the work is donated or for pay, there is always a risk to the city. The Attorney's office is currently working with the Power Department to minimize that risk.

Mr. Turner noted that the crew will consist of Justin Larsen who will be the Foreman, Eric Bracewell who will be the Journeyman Lineman and Victor Meza and Tyler Kirkham will be the helpers/apprentices.

MOTION: Mr. Nicponski moved to adopt the resolution. The motion was SECONDED by Mr. Cox.

Council roll call vote:

Mr. Hales	Aye
Mr. Nicponski	Aye
Mr. Cox	Aye
Mr. Brass	Aye
Ms. Turner	Aye

Motion passed 5-0

**Business Items**

1. Consider a resolution adopting the 2019 Storm Drainage Master Plan Update, also referred to as the Storm Drain Capital Facilities Plan.

Staff Presentation: Danny Astill, Public Works Director

Mr. Astill went over some details of this plan. He noted the Executive Summary talks about the 7,800 acres the city is trying to drain, which is a difficult task. One thing that helps drain all that acreage, is the city has a 230-foot elevation change from the top of the city to the river, or bottom of the city.

Mr. Astill stated storm drainage is more difficult to deal with in comparison to sewer lines which are known flows; you can depend on them. With storm drains, you don't know what the storm is going to be like. This plan was done with the help of a consultant and city staff. The plan is done every five to seven years and helps the city to know where the problem areas in the storm drain system are.

MOTION: Mr. Hales moved to adopt the resolution. The motion was SECONDED by Mr. Brass.

Council roll call vote:

Mr. Hales	Aye
Mr. Nicponski	Aye
Mr. Cox	Aye
Mr. Brass	Aye
Ms. Turner	Aye

Motion passed 5-0

2. Consider an ordinance amending Sections 2.09.080, 2.09.150 and 2.09.160 of the Murray City Municipal Code removing references to a Justice Court Administrator.

Staff Presentation: G.L. Critchfield, City Attorney

Mr. Critchfield explained this change is the result of the retirement of the city's Court Administrator. It was decided that the city could do without a Court Administrator, so the administrative responsibilities have been divided between the Judge and the Senior Court Clerk, which is typical across other courts.

MOTION: Mr. Brass moved to adopt the ordinance. The motion was SECONDED by Mr. Hales.

Council roll call vote:

Mr. Hales	Aye
Mr. Nicponski	Aye
Mr. Cox	Aye
Mr. Brass	Aye
Ms. Turner	Aye

Motion passed 5-0

3. Consider an ordinance amending various sections of the Murray City Municipal Code related to restructuring the ADS Department, as detailed in the attached proposed ordinance.

Staff Presentation: G.L. Critchfield, City Attorney

Mr. Critchfield said this was talked about at a previous Committee of the Whole meeting. He turned the time over to Mayor Camp.

Mayor Camp said these were the changes that were presented and discussed in the Committee of the Whole meeting on February 5, 2019. As was discussed at that meeting, this is the final piece of the restructuring that the administration has been working on for the past several months. A significant part of this restructuring is to adjust and fine-tune some of the divisions. The Accounting Division is only slightly modified to include the Treasurer. The Recorder Division is basically unchanged except it no longer reports to the ADS Department since it no longer exists, it is now part of the Finance and Administration Department. The Human Resources Department will become a division under the direction of a qualified Human Resources Manager.

Mayor Camp said the major advantages of these changes will be the breaking down of silos between divisions that were previously in different departments yet have overlapping duties and overlapping responsibilities. For example, accounting, utility billing, purchasing, human resources, and the recorder, under this plan, will now be able to collaborate in regular staff meetings within a single department.

A considerable amount of the services provided by Human Resources are supported by finance, such as payroll, benefits and compensation analysis. It's advantageous for the HR personnel to be part of a larger department. That's why it's an emerging trend for HR to be part of the Finance Department, especially in organizations with small HR operations like the city has.

Mayor Camp said he anticipates these changes will improve efficiency and save taxpayer money

and are in line with the goal of continuous city improvement he mentioned in the State of the City address. He asked the Council to approve these changes as they were presented in the Committee of the Whole meeting two weeks ago.

Mr. Critchfield noted that these amendments cover many different provisions of the Code. He added that one clean-up item he came across was in section 2.20.030 of the Recorder Division under subparagraph C-2. He suggested adding language stating the Recorder attends and maintains the official record and proceedings of the City Council meetings. Currently, it just states "meetings." Mr. Brass said he was fine with that change.

Ms. Turner mentioned the Council had also requested some changes.

MOTION: Mr. Cox moved approval of the ordinance amending various sections of the Murray City Municipal Code related to restructuring the ADS Department, with an amendment to leave Chapter 2.23 Human Resource Department as it is currently set-up in the City Code. The motion was SECONDED by Mr. Hales.

Mr. Nicponski said he feels that the HR Department needs to stand alone for purposes of legality, confidentiality, and non-biased representation.

Mayor Camp said he has vetted this out with the Attorney's Office, so he doesn't understand the legal issues Mr. Nicponski is referring to. He asked the Council, if this is the direction they want to go, if they would be amenable to allow the administration four to six months under this proposed plan because the administration is making progress and he feels this will work out fine.

Mayor Camp added this is a great opportunity to make some changes that he believes and efficient and effective.

Mr. Nicponski stated he is opposed to the Mayor's suggestion.

Council roll call vote:

Mr. Hales	Aye
Mr. Nicponski	Aye
Mr. Cox	Aye
Mr. Brass	Aye
Ms. Turner	Aye

Motion passed 5-0

**Legislative Report**

Staff Report: Dale Cox, Councilmember

Mr. Cox said there is a Moderate-Income Housing Bill, SB 34, where the State will contribute \$20 million in 2020 to the Olene Walker Housing Loan fund which will provide low-interest loans for affordable housing.

Mr. Cox said there are several sales tax proposals on the Hill that could, if passed, cost Murray City because we really rely on sales tax as a large part of our budget. There's a surplus in sales tax and they are trying to find ways to broaden the base and lower the rate to 4.45% from 4.85%. However, anytime they start

moving the sales tax around it makes the city nervous because we don't know what the outcome will be.

Mr. Cox stated that HB 164 requiring city councils to have a minimum number of members elected at-large is no longer being pushed forward. Hopefully it will stay dormant.

Mr. Cox said another bill is SB 129 – Public Safety and Firefighter Tier II Retirement Benefits changes the multiplier for years accrued after July 2019. There are negotiations going on for this right now. The State is willing to fund some of it and the City will be asked to fund other parts of it. Mr. Cox feels it is important to find funding for this.

Mr. Cox reiterated the tax bills are really important because if sales tax or the tax distribution is changed and the city is not held harmless, the growth in sales tax won't help us and we could lose sales tax dollars.

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

Mayor Camp said the Fire Department will be holding a "Hands Only CPR" class on Thursday, February 21, 2019 at 6:30 p.m. at Fire Station #81 located at 40 East 4800 South. This is a free class for the public to attend.

Mayor Camp reported that the Parks Department was notified today that the city has been awarded a grant for \$22,500 from the Utah Division of Forestry, Fire, and State Lands. These funds are to be used for vegetation improvement along the east bank of the Jordan River north of 4500 South.

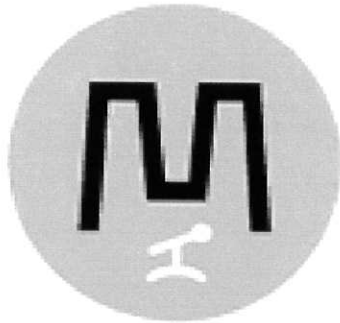
Mayor Camp expressed his disappointment that the Council chose to make the decision they did tonight regarding the ADS reorganization. He said as the Chief Executive Officer of the city, he is charged with the day to day operations of running this city. He recognizes and realizes that the Council has the authority to do what they did, and he has no problem with that. However, when it comes to this part of the Council's duties, the statute says, "may," not "shall," and he is disappointed that the Council didn't share the vision that he had, but things will move forward.

#### **Adjournment**

The meeting was adjourned at 7:07 p.m.

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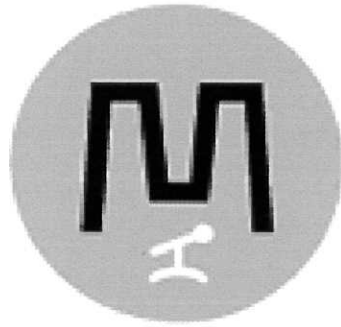
Jennifer Kennedy, City Recorder



**MURRAY**  
CITY COUNCIL

# Citizen Comments

Limited to three minutes, unless otherwise approved by Council



**MURRAY**  
CITY COUNCIL

# Public Hearing #1

# Murray City Corporation

## NOTICE OF PUBLIC HEARING

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

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

DATED this 12<sup>th</sup> day of February 2019.

MURRAY CITY CORPORATION

  
Jennifer Kennedy  
City Recorder

DATE OF PUBLICATION: February 22, 2019  
PH 19-05





Janet Lopez

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**From:** Susan Nixon  
**Sent:** Thursday, February 21, 2019 9:27 AM  
**To:** Janet Lopez  
**Cc:** Jennifer Heaps; Jared Hall; James McNulty; Melinda Greenwood  
**Subject:** FW: 160 Winchester

Good morning Jan,

Per the applicant, K C Heating & Air, they have requested to withdraw their application for a General Plan Amendment and Zone Map Amendment for the property addressed 160 West Winchester Street from the city council public hearing (see below). I believe this was scheduled for March 5<sup>th</sup>.

I hope we caught this in time prior to the mailings and notices being sent out.

Let me know if you have any questions. Thanks Jan.

Susan Nixon, Associate Planner  
Murray City Corporation  
Community & Economic Development Division  
4646 South 500 West  
Murray UT 84123  
801-270-2420  
801-270-2423 direct  
801-270-2414 fax  
[snixon@murray.utah.gov](mailto:snixon@murray.utah.gov)



**From:** Kevin Collotzi <[kevincollotzi@yahoo.com](mailto:kevincollotzi@yahoo.com)>  
**Sent:** Wednesday, February 20, 2019 5:43 AM  
**Subject:** 160 Winchester

Based on what I have heard and what I am feeling I do not want to move forward with this re zone on 160 west Winchester property please pull my application so it does not go on the March 5th meeting thanks

Please let me know you get this thanks

Kevin collotzi  
8016945252

[Sent from Yahoo Mail on Android](#)



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

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

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

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

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

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

NOW, THEREFORE, BE IT ENACTED:

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

(Parcel 1)

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

Tax Serial No. 21-24-276-001

(Parcel 2)

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

Tax Serial No. 21-24-276-002

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

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

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council  
on this 5<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

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

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

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

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

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

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

The meeting was opened for public comment.

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

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

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

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

The public comment portion for this agenda item was closed.

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

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

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

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

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

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

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



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

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

Seconded by Mr. Markham.

Call vote recorded by Mr. Hall.

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

Motion passed 6-0

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

Seconded by Mr. Hacker.

Call vote recorded by Mr. Hall.

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

Motion passed 6-0

#### ELECTION OF CHAIR & VICE– CHAIR for 2019

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

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

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

Seconded by Ms. Milkavich.

Call vote recorded by Mr. Hall.

  A   Phil Markham  
  A   Lisa Milkavich  
  A   Ned Hacker



**TO:** Murray City Planning Commission

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

**DATE OF REPORT:** January 10, 2019

**DATE OF HEARING:** January 17, 2019

**PROJECT NAME:** K C Heating & Air

**PROJECT NUMBER:** 18-152 & 18-153

**PROJECT TYPE:** General Plan Amendment, Zoning Map Amendment

**APPLICANT:** Kevin Collotzi

**PROPERTY ADDRESS:** 160 West Winchester Street

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

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

**PROPOSED ZONE:** M-U, Mixed Use

**EXISTING FUTURE LAND USE DESIGNATION:** Residential Business

**PROPOSED FUTURE LAND USE DESIGNATION:** Mixed Use

**PROPERTY SIZE:** .28 acres

**I. REQUEST:**

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

**II. BACKGROUND AND REVIEW**

Background

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



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

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

#### Surrounding Land Uses & Zoning

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

#### Zoning Districts & Allowed Land Uses

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

#### General Plan & Future Land Use Designations

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

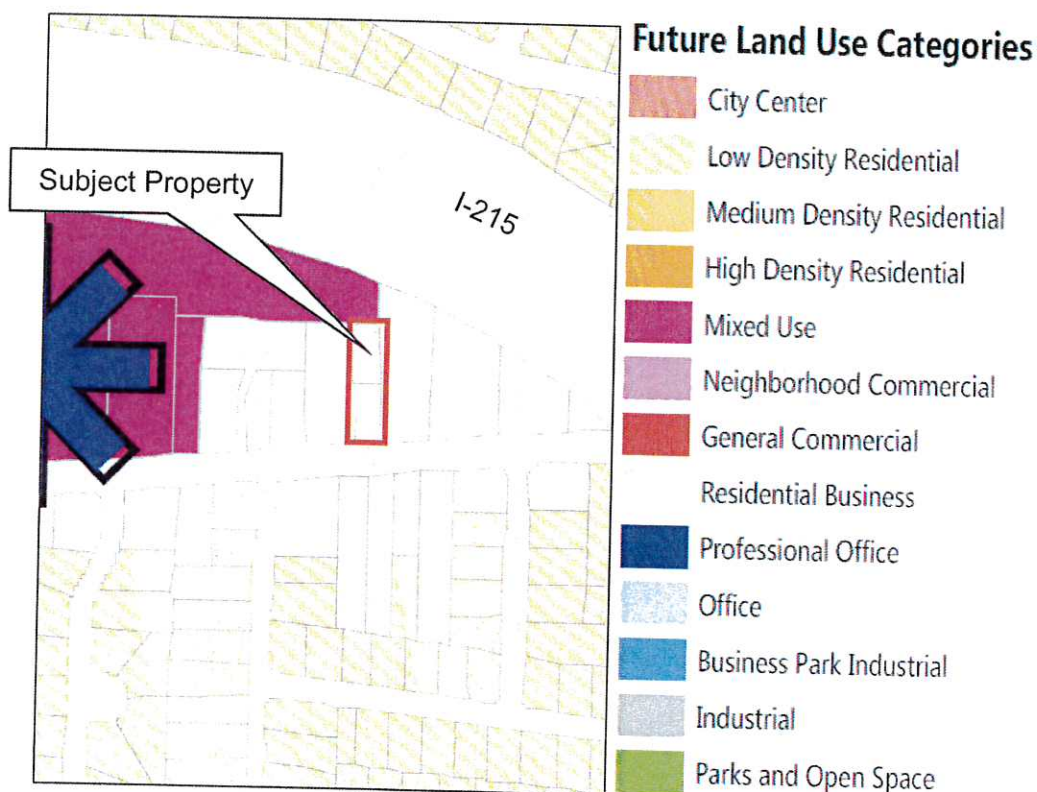
- Existing: The subject properties are currently designated as "Residential Business". The Residential Business designation allows for attached dwellings or small scale commercial development in predominantly residential areas. It is intended for use in small areas or along corridors as opposed to large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

#### Station Area Plan

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

### Compatibility

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



### III. CITY DEPARTMENT REVIEW

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

#### **IV. PUBLIC INPUT**

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

#### **V. ANALYSIS & CONCLUSIONS**

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

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

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

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

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

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

#### **VI. FINDINGS**

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

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

## **VII. STAFF RECOMMENDATION**

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

### **A. REQUEST TO AMEND THE MURRAY CITY GENERAL PLAN**

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

### **B. REQUEST TO AMEND THE MURRAY CITY ZONING MAP**

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

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

# Site Information

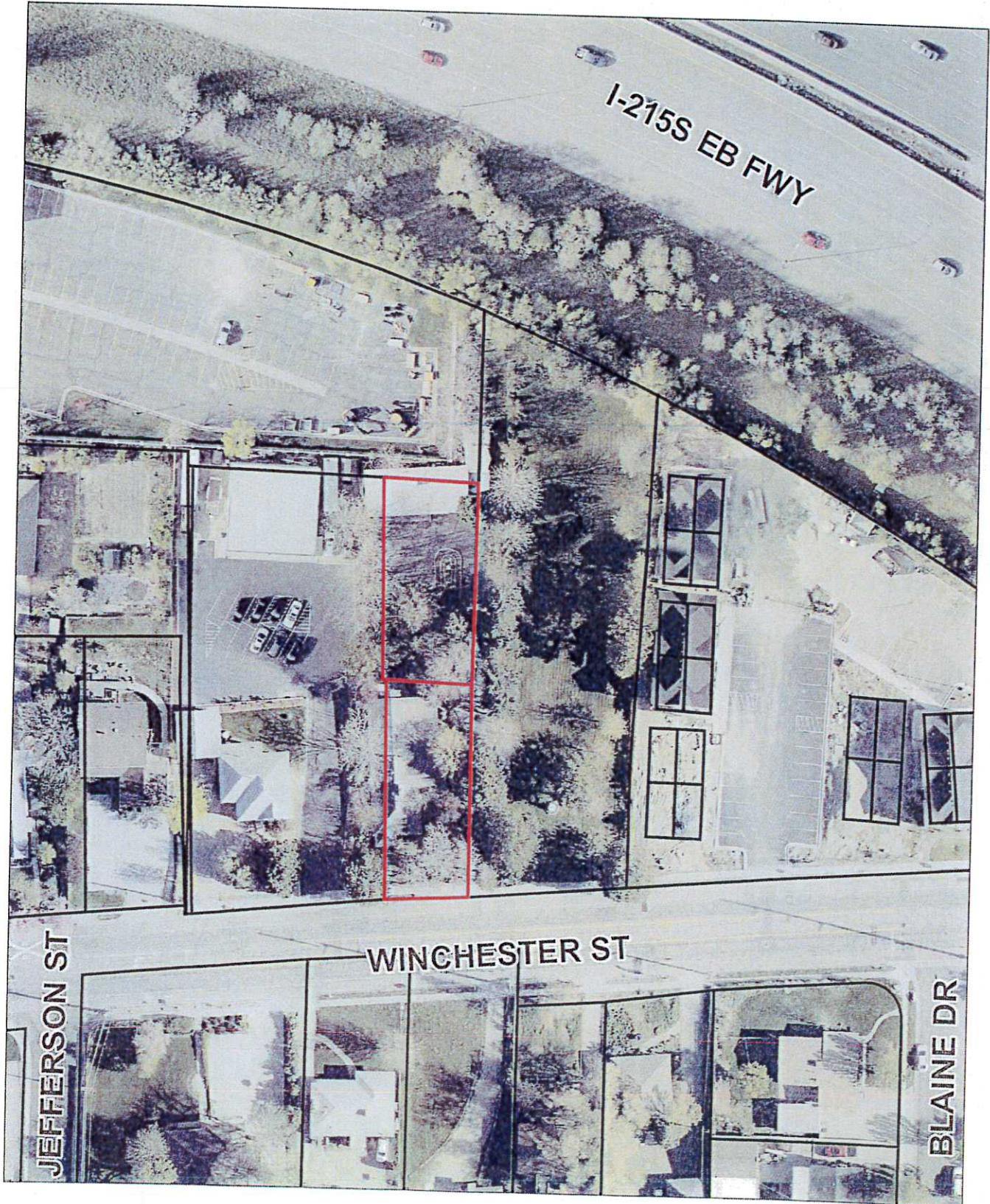




# 160 West Winchester Street



MURRAY  
ADMINISTRATIVE &  
DEVELOPMENT SERVICES







January 3, 2019

## NOTICE OF PUBLIC MEETING

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

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

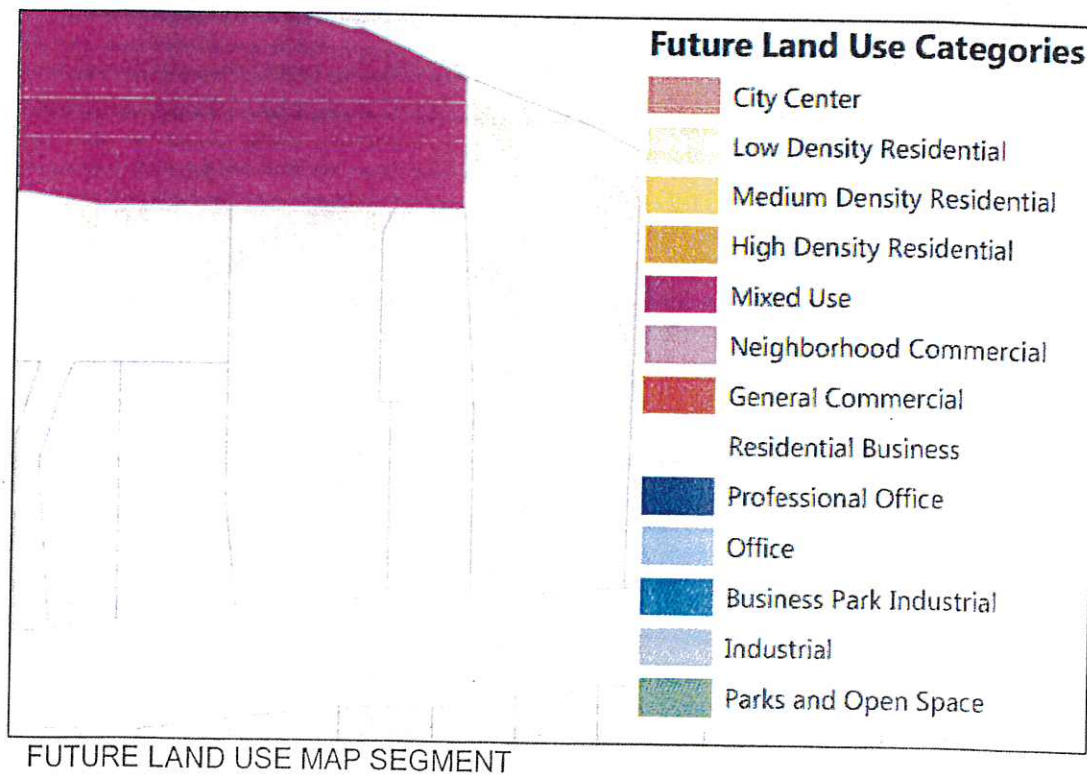
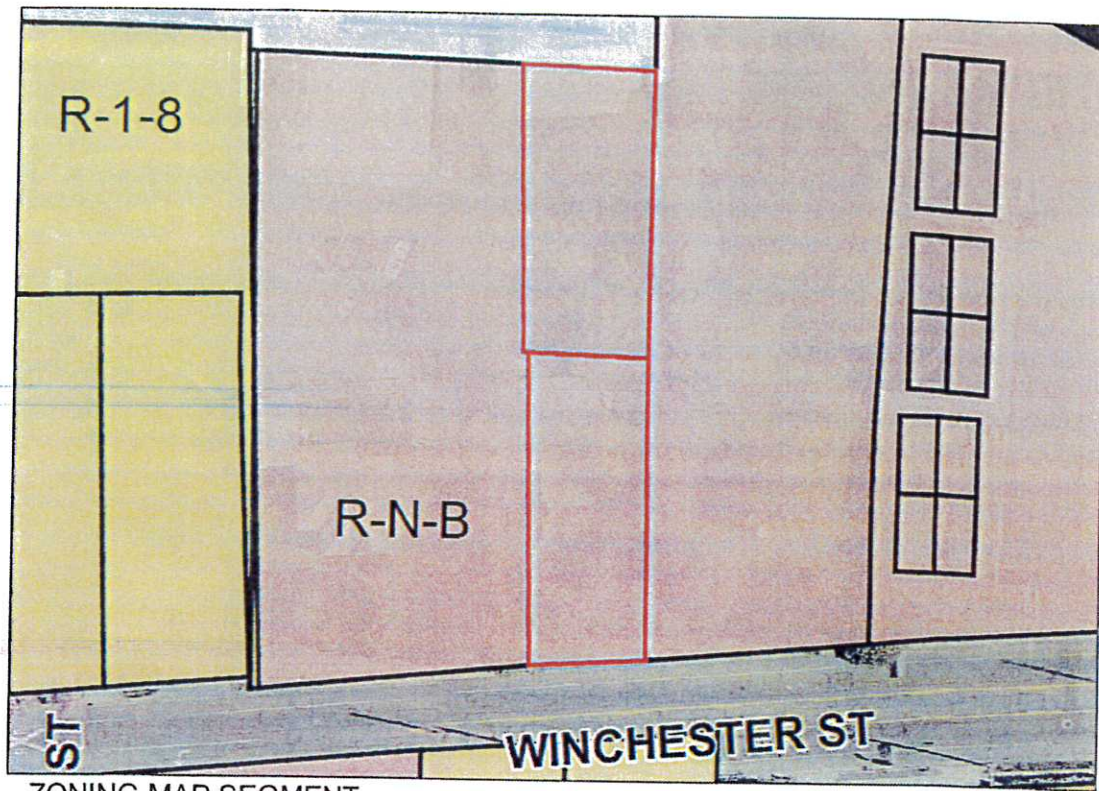
This notice is being sent to you because you own property within the near vicinity. If you have questions or comments concerning this proposal, please call Zachary Smallwood, with the Murray City Community Development Division at 801-270-2420, or e-mail to [zsmallwood@murray.utah.gov](mailto:zsmallwood@murray.utah.gov).

Special accommodations for the hearing or visually impaired will be upon a request to the office of the Murray City Recorder (801-264-2660). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

### 160 West Winchester Street







MURRAY CITY CORPORATION  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 17<sup>th</sup> day of January, 2019, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Planning Commission will hold and conduct a Public Hearing for the purpose of receiving public comment on and pertaining to General Plan Amendment from Residential Business to Mixed Use and a Zone Map Amendment from R-N-B (Residential Neighborhood Business) Zone to M-U (Mixed Use) Zone for the properties located at approximately: 160 West Winchester Street, Murray City, Salt Lake County, State of Utah.

Jared Hall, Supervisor  
Community & Economic Development

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

Deseret News

Utah  
Media  
Group

The Salt Lake Tribune

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CUSTOMER NAME AND ADDRESS

MURRAY CITY RECORDER,

5025 S STATE, ROOM 113

MURRAY, UT 84107

ACCOUNT NUMBER

9001341938

DATE

1/7/2019

ACCOUNT NAME

MURRAY CITY RECORDER,

TELEPHONE

8012642660

ORDER # / INVOICE NUMBER

0001238696 /

PUBLICATION SCHEDULE

START 01/06/2019 END 01/06/2019

CUSTOMER REFERENCE NUMBER

K C HEATING PH

CAPTION

MURRAY CITY CORPORATION NOTICE OF PUBLIC HEARING NOTICE IS HEREBY G

SIZE

35 LINES

1 COLUMN(S)

TIMES

3

TOTAL COST

63.80

FILE COPY

MURRAY CITY  
CORPORATION  
NOTICE OF  
PUBLIC HEARING

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KC Heating  
Gen Plant  
Bozone

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF MURRAY CITY CORPORATION NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN that on the 17th day of January, 2019, at the hour of 6:30 p.m. of said day in the Cou FOR MURRAY CITY RECORDER, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

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

DATE 1/7/2019

SIGNATURE

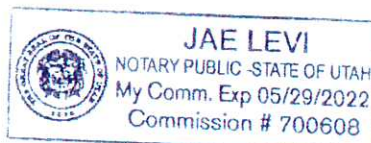
*Jared Hall*

STATE OF UTAH )

COUNTY OF SALT LAKE )

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

BY LORAIN GUDMUNDSON



*Jae Levi*

NOTARY PUBLIC SIGNATURE

# **Application Materials**



#19-008

## GENERAL PLAN AMENDMENT APPLICATION

Type of Application (check all that apply):

☐ Text Amendment

☒ Map Amendment

Subject Property Address: 160 Winchester Street Mary, UT 84107

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

Parcel Area: .28 Current Use: Residential

Land Use Designation: RNB Proposed Designation: M-U

Applicant Name: Kevin Collotzi

Mailing Address: P.O. Box 572461

City, State, ZIP: Mary UT 84107

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

Email Address: kevincollotzi@yahoo.com

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

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

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

City, State, Zip: SLC UT 84157

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

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

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

Authorized Signature: [Signature] Date:

19-009

## ZONING AMENDMENT APPLICATION

Type of Application (check all that apply):

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

Subject Property Address: 160 Winchester Street Murry, UT 84107

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

Parcel Area: .28 Current Use: ~~RNB~~ Resident

Existing Zone: RNB Proposed Zone: M-U

Applicant Name: Kevin Collotzi

Mailing Address: P.O. Box 572461

City, State, ZIP: Murry UT 84107

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

Email address: kevincollotzi@yahoo.com

Business Name (If applicable): KC Heating

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

Property Owner's Mailing Address: PO Box 575792

City, State, Zip: SLC UT 84157

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

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

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

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

Property Owners Affidavit

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

Jeffrey Dumas  
Owner's Signature

Owner's Signature (co-owner if any)

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

Ann Burningham



Notary Public

Residing in Riverton, UT 84065

My commission expires: 1-4-2021

Agent Authorization

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

\_\_\_\_\_, in Murray City, Utah, do hereby appoint

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

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

Owner's Signature

Owner's Signature (co-owner if any)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me

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

Notary Public

Residing in \_\_\_\_\_

My commission expires: \_\_\_\_\_





Order Number: 18054

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

EXHIBIT "A" LEGAL DESCRIPTION

(Parcel 1)

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

Tax Serial No. 21-24-276-001

(Parcel 2)

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

Tax Serial No. 21-24-276-002

## Zachary Smallwood

---

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

Good morning Zachary,

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

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

Thank you,  
Brian Judd

*Brian Judd*



102 West Winchester St. # 100

Murray, Utah 84107

(801) 288-1100 - Office

1-800-217-7770 - Toll Free

[www.brianjuddtours.com](http://www.brianjuddtours.com)

[www.facebook.com/JuddTours](https://www.facebook.com/JuddTours)

[www.instagram.com/brianjuddtours](https://www.instagram.com/brianjuddtours)

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

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

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

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

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

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

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

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

Newport Re Inc  
179 W Winchester St  
Murray UT 84107

Purple Lizzard LLC  
170 W Winchester St  
Murray UT 84107

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

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

Gustavo Meza  
6426 S Blaine Dr  
Murray UT 84107

Jeffrey H Dumas  
Po Box 57592  
Salt Lake City UT 84157

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

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

Purple Lizard LLC  
700 E 5600 S  
Murray UT 84107

Rachel Carlson  
6430 S Jefferson St  
Murray UT 84107

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

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

Bah Liv Tr  
6441 S Jefferson St  
Murray UT 84107

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

Dpph LLC  
114 W Winchester St #101  
Murray UT 84107

Jennifer R Sorensen  
180 W Winchester St  
Murray UT 84107

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

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

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

Utah Transit Authority  
Po Box 30810  
Salt Lake City UT 84130

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

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

UDOT - REGION 2  
ATTN: MARK VELASQUEZ  
2010 S 2760 W  
SLC UT 84104

UTAH TRANSIT AUTHORITY  
ATTN: PLANNING DEPT  
PO BOX 30810  
SLC UT 84130-0810

TAYLORSVILLE CITY  
PLANNING & ZONING DEPT  
2600 W TAYLORSVILLE BLVD  
TAYLORSVILLE UT 84118

WEST JORDAN CITY  
PLANNING DIVISION  
8000 S 1700 W  
WEST JORDAN UT 84088

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

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

MIDVALE CITY  
PLANNING DEPT  
7505 S HOLDEN STREET  
MIDVALE UT 84047

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

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

UTAH POWER & LIGHT  
ATTN: KIM FELICE  
12840 PONY EXPRESS ROAD  
DRAPER UT 84020

DOMINION ENERGY  
ATTN: BRAD HASTY  
P O BOX 45360  
SLC UT 84145-0360

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

JORDAN VALLEY WATER  
ATTN: LORI FOX  
8215 S 1300 W  
WEST JORDAN UT 84088

CENTRAL UTAH WATER DIST  
355 W UNIVERSITY PARKWAY  
OREM UT 84058

HOLLADAY CITY  
PLANNING DEPT  
4580 S 2300 E  
HOLLADAY UT 84117

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

SANDY CITY  
PLANNING & ZONING  
10000 CENTENNIAL PRKWY  
SANDY UT 84070

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

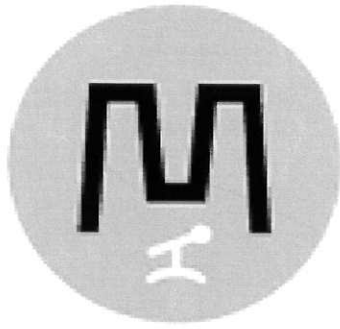
COMCAST  
ATTN: GREG MILLER  
1350 MILLER AVE  
SLC UT 84106

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

**GENERAL PLAN MAILINGS:**

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

UTAH AGRC  
STATE OFFICE BLDG #5130  
SLC UT 84114



**MURRAY**  
CITY COUNCIL

# New Business Item #1





**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>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	<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.
--	---

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.

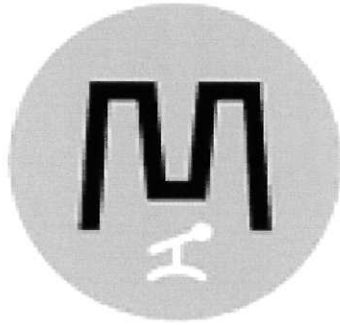
**Exhibit "B"**  
**2019 Election Estimate**  
**Murray**

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

# New Business Item #2



**MURRAY**

## 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.
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**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*

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## 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]

**MURRAY CITY**, a Utah municipal corporation

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

City Recorder

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.

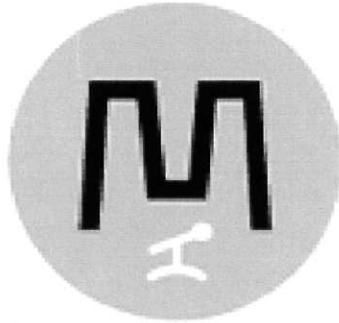
NOTARY PUBLIC

[SEAL]

**EXHIBIT “A”**

(Project Depiction)





**MURRAY**  
CITY COUNCIL

# New Business Item #3

PUBLIC WORKS DEPARTMENT




**MURRAY**

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

**Council Action Request**

**Council Meeting**

Meeting Date: March 5, 2019

<b>Department</b> <b>Director</b> Danny Astill	<b>Purpose of Proposal</b>  Murray City entering into an interlocal agreement for two separate Salt Lake County transportation funding opportunities.
<b>Phone #</b> 801-270-2404	<b>Action Requested</b>  Consider resolutions for two interlocal cooperation agreements between the City and Salt Lake County.
<b>Presenters</b>  Danny Astill	<b>Attachments</b>  Council Action form, Murray City Resolutions for both projects, Salt Lake County Interlocal cooperation agreements.
	<b>Budget Impact</b>  If the City Council adopts these two agreements it will allow Murray City to receive needed funds for the two projects identified below.
<b>Required Time for Presentation</b>  10 Minutes	<b>Description of this Item</b>  In late fall of 2018 Murray City Public Works completed applications to Salt Lake County for "Regional Transportation Choice Fund (4th Quarter). the two projects included were the 1st phase of the Vine Street widening project from 900 East to 1300 East and the Cottonwood Street phase 1 project from 4500 South to Vine Street, specifically for the downtown area with design, utility relocations, road construction, etc. We were notified by Salt Lake County we met the requirements and were set to receive a total of \$1,230,993 broken out as follows: \$730,993 for our Vine Street Widening \$500,000 for our Cottonwood Street Phase 1 project.
<b>Is This Time Sensitive</b>  Yes	
<b>Mayor's Approval</b> 	
<b>Date</b> February 19, 2019	

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

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

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

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

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

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

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

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

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

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

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

DATED this 19<sup>th</sup> day of February, 2019.

MURRAY CITY MUNICIPAL COUNCIL

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

ATTEST

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

# EXHIBIT A



CONTRACT SUMMARY PAGE (INTERNAL USE)

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



RESOLUTION NO. 5495

January 8, 2019

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

WITNESSETH

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

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

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

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

RESOLUTION

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

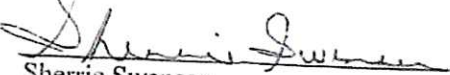
1. The Interlocal Cooperation Agreement between Salt Lake County and City is approved, in substantially the form attached hereto as ATTACHMENT A, and that the Salt Lake County Mayor is authorized to execute the same.

[Signature Page to Follow]

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

  
Richard Snelgrove chairperson

ATTEST:

  
Sherrie Swensen  
Salt Lake County Clerk

Voting:

Council Member Bradley	<u>"Aye"</u>
Council Member Bradshaw	<u>"Aye"</u>
Council Member Burdick	<u>"Aye"</u>
Council Member DeBry	<u>"Aye"</u>
Council Member Granato	<u>"Aye"</u>
Council Member Jensen	<u>"Aye"</u>
Council Member Winder Newton	<u>Absent</u>
Council Member Snelgrove	<u>"Aye"</u>
Council Member Wilson	<u>"Aye"</u>

APPROVED AS TO FORM:

Craig J.

Wangsgard

Deputy District Attorney

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

**ATTACHMENT A**  
**Interlocal Cooperation**  
**Agreement with the Murray City**

County Contract No.

000002131

DA Log No. 18-12764

## INTERLOCAL COOPERATION AGREEMENT

*between*

SALT LAKE COUNTY

*and*

MURRAY CITY

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

### RECITALS:

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

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

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

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

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

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

### **AGREEMENT:**

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

#### **ARTICLE 1 - INCORPORATION AND DEFINITIONS**

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

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



disbursed to the City for reimbursement of Reimbursable Project Costs.

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

## **ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS**

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

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

## **ARTICLE 3 – REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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



or any third parties.

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

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

#### ARTICLE 4 – DISBURSEMENTS

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

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

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

(1) a Request for Disbursement; and

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

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

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

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

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

#### 4.2. Disbursements.

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

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

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

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

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

(e) Disclaimer of Liability.

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

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

**ARTICLE 5 — COVENANTS AND AGREEMENTS**

5.1. Indemnification and Liability.

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

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

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

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

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

#### **ARTICLE 6 —DEFAULTS AND REMEDIES**

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

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

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

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

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

(c) Terminate this Agreement.

## ARTICLE 7 — MISCELLANEOUS

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

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.
- (c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- (e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.
- (f) No real or personal property shall be acquired jointly by the Parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
- (g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.
- (h) Voting of the County mayor and the City Mayor shall be based on one vote per Party.
- (i) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.
- (j) The powers of the joint board are those described in this Agreement.

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



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

7.3. Non-Funding Clause.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Intentionally Left Blank - Signature Page Follows]*

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By Eun Sitwak  
Mayor or Designee

Dated: 1/18, 20 19

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,  
HOUSING AND ECONOMIC DEVELOPMENT

By Wulf Semmerhorn Stuart Clason  
Acting Department Director

Dated: Dec 27, 20 18

Approved as to Form and Legality:

Craig J.  
By Wangsgard  
Deputy District Attorney

Digitally signed by Craig J. Wangsgard  
DN: dc=org, dc=slcounty,  
ou=Departments, ou=District Attorney,  
ou=Users, ou=GC, cn=Craig J.  
Wangsgard,  
email=CWangsgard@slco.org  
Date: 2018.12.26 11:38:04 -0700

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

**INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY**

**MURRAY CITY**

By \_\_\_\_\_

Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 20\_\_\_\_

Attest:

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

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

*Approved as to Proper Form and Compliance with Applicable Law:*

**CITY ATTORNEY**

By \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**EXHIBIT A**  
**PROJECT DESCRIPTION**  
**for**  
**MURRAY CITY**

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

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

## **EXHIBIT B**

### **Request for Disbursement Form**

#### **REQUEST FOR DISBURSEMENT**

To: Salt Lake County

Re: Murray City – Interlocal Agreement for County Transportation Funds

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

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



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

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

**MURRAY CITY**

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

Name: \_\_\_\_\_

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

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**SALT LAKE COUNTY**

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

Name: \_\_\_\_\_

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

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

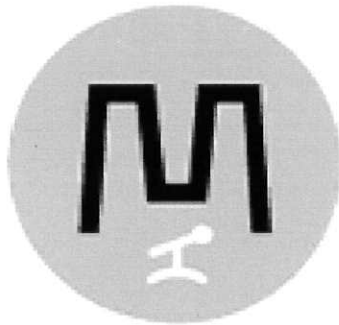
### Reimbursable Project Costs Request Detail:

This portion above is to be filled out by the City.

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

### Remaining County Transportation Funds

Page 17 of 17



**MURRAY**  
CITY COUNCIL

# New Business Item #4

PUBLIC WORKS DEPARTMENT




**MURRAY**

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

**Council Action Request**

**Council Meeting**

Meeting Date: March 5, 2019

<b>Department</b> <b>Director</b> Danny Astill	<b>Purpose of Proposal</b>  Murray City entering into an interlocal agreement for two separate Salt Lake County transportation funding opportunities.
<b>Phone #</b> 801-270-2404	<b>Action Requested</b>  Consider resolutions for two interlocal cooperation agreements between the City and Salt Lake County.
<b>Presenters</b>  Danny Astill	<b>Attachments</b>  Council Action form, Murray City Resolutions for both projects, Salt Lake County Interlocal cooperation agreements.
	<b>Budget Impact</b>  If the City Council adopts these two agreements it will allow Murray City to receive needed funds for the two projects identified below.
<b>Required Time for Presentation</b>  10 Minutes	<b>Description of this Item</b>  In late fall of 2018 Murray City Public Works completed applications to Salt Lake County for "Regional Transportation Choice Fund (4th Quarter). the two projects included were the 1st phase of the Vine Street widening project from 900 East to 1300 East and the Cottonwood Street phase 1 project from 4500 South to Vine Street, specifically for the downtown area with design, utility relocations, road construction, etc. We were notified by Salt Lake County we met the requirements and were set to receive a total of \$1,230,993 broken out as follows: \$730,993 for our Vine Street Widening \$500,000 for our Cottonwood Street Phase 1 project.
<b>Is This Time Sensitive</b>  Yes	
<b>Mayor's Approval</b> 	
<b>Date</b> February 19, 2019	

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

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

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

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

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

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

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

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

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

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

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

DATED this 19<sup>th</sup> day of February, 2019.

MURRAY CITY MUNICIPAL COUNCIL

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

ATTEST

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



# EXHIBIT A



CONTRACT SUMMARY PAGE (INTERNAL USE)

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

RESOLUTION NO. 5494

January 8, 2019

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

WITNESSETH

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

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

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

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

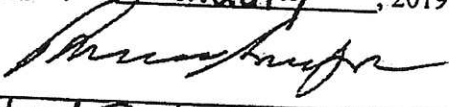
RESOLUTION

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


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

[Signature Page to Follow]

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

  
Richard Snelgrove Chairperson

ATTEST:

  
Sherrie Swensen  
Salt Lake County Clerk

Voting:

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

APPROVED AS TO FORM:

Craig J.

Wangsgard

Deputy District Attorney

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

**ATTACHMENT A**  
**Interlocal Cooperation**  
**Agreement with the Murray City**

## INTERLOCAL COOPERATION AGREEMENT

*between*

SALT LAKE COUNTY

*and*

MURRAY CITY

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

### RECITALS:

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

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

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

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

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



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

### **AGREEMENT:**

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

### **ARTICLE 1 - INCORPORATION AND DEFINITIONS**

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

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

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

## **ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS**

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

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

## **ARTICLE 3 — REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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

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

#### ARTICLE 4 – DISBURSEMENTS

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

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

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

(1) a Request for Disbursement; and

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

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

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

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

beyond any applicable cure period.

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

4.2. Disbursements.

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

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

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

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

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

(e) Disclaimer of Liability.

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

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

## ARTICLE 5 — COVENANTS AND AGREEMENTS

### 5.1. Indemnification and Liability.

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

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



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

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

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

#### ARTICLE 6 —DEFAULTS AND REMEDIES

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

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

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

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

#### ARTICLE 7 — MISCELLANEOUS



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

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

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

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

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

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

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

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

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

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

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

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

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

7.3. Non-Funding Clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Intentionally Left Blank - Signature Page Follows]*

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By Eino Sitvaala  
Mayor or Designee

Dated: 11/18, 2019

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,  
HOUSING AND ECONOMIC DEVELOPMENT

By Stuart Clason  
Will Sommerkorn  
Acting Department Director

Dated: Dec 21, 2018

Approved as to Form and Legality:

Craig J.  
By Wangsgard  
Deputy District Attorney

Digitally signed by Craig J. Wangsgard  
DN: dc=org, dc=slco, ou=Departments, ou=District Attorney,  
ou=Users, ou=GC, cn=Craig J. Wangsgard,  
email=CWangsgard@slco.org  
Date: 2018.12.24 13:51:37 -0700

H:\share\CWANGSGARD\Transportation\SB136Agreements\Murray\Phase I of the Cottonwood Street 4500 South to Vine Street  
Project\Agreement - Murray City12.24.18.docx

**INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY**

**MURRAY CITY**

By \_\_\_\_\_

Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 20\_\_\_\_

**Attest:**

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

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

*Approved as to Proper Form and Compliance with Applicable Law:*

**CITY ATTORNEY**

By \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_



**EXHIBIT A**  
**PROJECT DESCRIPTION**  
**for**  
**MURRAY CITY**

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

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

## **EXHIBIT B**

### **Request for Disbursement Form**

#### **REQUEST FOR DISBURSEMENT**

To: Salt Lake County

Re: Murray City – Interlocal Agreement for County Transportation Funds

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

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

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

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

**MURRAY CITY**

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

Name: \_\_\_\_\_

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

Approved for Payment this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**SALT LAKE COUNTY**

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

Name: \_\_\_\_\_

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

**SCHEDULE 1**  
**Reimbursable Project Costs (RPC) Request for Disbursement**

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

Reimbursable Project Costs Request Detail:

<u>Vendor Name</u>	<u>Date of Service</u>	<u>Date Paid by City</u>	<u>Reimbursable Project Cost Description</u>	<u>Requested Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total RPC Request    \$ \_\_\_\_\_

This portion above is to be filled out by the City.

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

RPC Approved – This Request \_\_\_\_\_

(plus) RPC Approved/Paid to Date \_\_\_\_\_

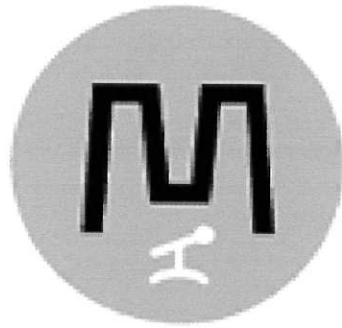
Total Approved/Paid to Date \_\_\_\_\_

Maximum Reimbursable Amount \_\_\_\_\_

(less) Total Approved/Paid to Date \_\_\_\_\_

Remaining County Transportation Funds \_\_\_\_\_

\_\_\_\_\_  
 Approving Signature by County



**MURRAY**  
CITY COUNCIL

# Legislative Report Dale Cox



**MURRAY**

# Murray City Council

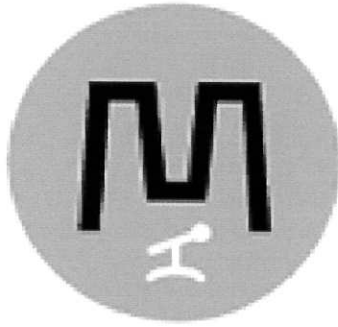
## Legislative Report

### Council Action Request

### Council Meeting

Meeting Date: March 5, 2019

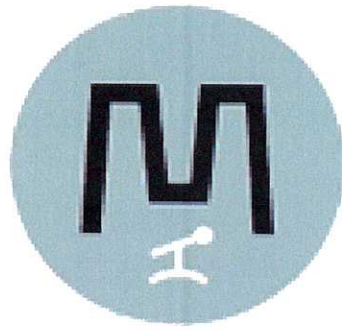
<b>Department Director</b> Janet M. Lopez	<b>Purpose of Proposal</b> Report on State Legislation that impacts Murray City.
<b>Phone #</b> 801-264-2622	<b>Action Requested</b> Informational only.
<b>Presenters</b> Dale Cox, Council Member, District 2	<b>Attachments</b> None
	<b>Budget Impact</b> Budget impact dependent upon individual bills approved.
<b>Required Time for Presentation</b>	<b>Description of this Item</b>
<b>Is This Time Sensitive</b> Yes	
<b>Mayor's Approval</b>	
<b>Date</b> February 21, 2019	



**MURRAY**  
CITY COUNCIL

# Mayor's Report And Questions





**MURRAY**  
CITY COUNCIL

**Adjournment**