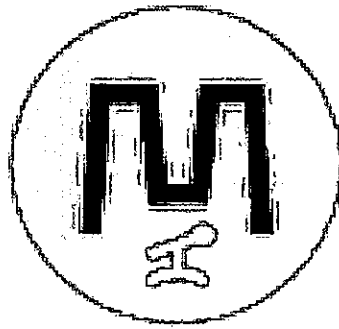


MURRAY
CITY COUNCIL

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**

The Murray City Municipal Council met on Tuesday, March 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	Communications & Public Relations Director
Joe Tarver	Deputy Police Chief	Robert White	IT Director
Jon Harris	Fire Chief	Melinda Greenwood	Community & Economic Development Director
Trong Le	IT	Karen Gallegos	Lead Court Clerk
Phyllis Wall	Treasurer's Division	Kim Sorensen	Parks & Recreation Director
Ashlie Devaughn	Murray Municipal Court	Brenda Moore	Controller
Citizens			

Opening Ceremonies

Call to Order – Mr. Hales called the meeting to order at 6:30 p.m.

Pledge of Allegiance – The Pledge of Allegiance was led by – Shaun Delliskave

Approval of Minutes

Council Meeting – March 5, 2019

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

Special Recognition

1. Murray City Council Employee of the Month, Ashlie Devaughn, Murray Municipal Court.

Staff Presentation: Brett Hales, Councilmember and Karen Gallegos, Lead Court Clerk

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 Ms. Devaughn with a certificate, a \$50 gift card and told her that her name would appear on the plaque located in the Council Chambers. He expressed his appreciation to Ms. Devaughn for all she does for the City.

2. Consider a Joint Resolution of the Mayor and Municipal Council of Murray City, Utah in Support of the Murray Exchange Club by Recognizing and Declaring April 2019 as Child Abuse Prevention Month.

Mayor Camp read the Joint Resolution.

MOTION: Mr. Brass moved to adopt the Joint Resolution. The motion was SECONDED by Ms. Turner.

Council roll call vote:

Mr. Nicponski Aye

Mr. Cox Aye

Mr. Brass Aye

Ms. Turner Aye

Mr. Hales Aye

Motion passed 5-0

Mayor Camp expressed appreciation to the Murray Exchange Club and presented the Joint Resolution to Sheri VanBibber, who is with the Club. Ms. VanBibber explained what the Murray Exchange Club is and that they started in 2002. She invited everyone out to help plant the pinwheels in front of City Hall on April 1, 2019 at 6:30 p.m. Ms. VanBibber noted that one of the events the Exchange Club does every year is the Haunted Woods in Murray Park. They earn around \$10,000 each year by doing that event and they donate the proceeds to groups that work towards the prevention of child abuse and domestic violence. She mentioned some of the groups they have given to which included the Salt Lake Emergency Fund, the Rhode Home, the Boys and Girls Club of Murray, and the Midvale Family Shelter.

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

Ann Granato – Salt Lake County Council District #4

Ms. Granato thanked the Mayor Camp and the Councilmembers for their service.

Public Hearings

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

1. Consider an ordinance relating to land use; amends the General Plan from Low Density Residential to Medium Density Residential for the property located at approximately 344 East 5600 South, Murray City, Utah. Applicants: Murray Yellow House
(See Attachment 1 for slides used during presentation)

Staff Presentation: Melinda Greenwood, Community and Economic Development Director

Ms. Greenwood explained that this property is currently zoned low density residential and the applicant has requested that the zone be changed, through a General Plan amendment, to medium density residential. Ms. Greenwood showed a map of the property and noted that the applicant owns the property adjacent and to the east of the subject property. That property is currently being used as multi-family housing. She also showed a side-by-side comparison of the 2003 and 2017 General Plans. In 2003, the General Plan had this property listed as low density residential, which is what it is currently listed as in the 2017 General Plan.

Ms. Greenwood said the Planning Commission heard this item on February 7, 2019 and has forwarded a recommendation of denial to the City Council. Staff is also recommending denying this proposal.

Mr. Nicponski asked what Planning Commission's overriding argument was against increasing the density from low to medium.

Ms. Greenwood replied the first reason was because this property has been on the books for quite a while as low density and the Planning Commission tends to be supportive of the General Plan, especially since it was just redone in 2017. The second reason was because a medium density property can have between 6 and 22 units on it per acre where a low density property can only have between 1 and 8 units on it per acre.

Mike Lami, Agent – Murray Yellow House

Mr. Lami said he feels that the Planning Commission felt that the General Plan was accurate and that nothing should be changed on it because it is so new. However, Mr. Lami understood that there was one instance where the algorithms in the software that created the General Plan were wrong, so the zoning had to be changed at the Applegate Condominiums.

The public hearing was open for public comments.

Joyce Page – Murray City, Utah

Ms. Page said she has lived on Hillside Drive for 49 years. In that time, she has seen many houses hit by cars. She said they don't have trees in their parking strip anymore because

after replacing them over and over again, they can't afford to do it anymore. They do have to keep a tree in their front yard to keep cars from hitting their house.

Ms. Page said when the city put in Fashion Blvd. in, it helped with the traffic quite a bit. Now the problem is, when the School District built the new junior high school, they put the bus and parent drop-off and pick-up at the end of Hillside Drive, so the traffic is back again. She also said there is a curve right by the school that is always going to be a danger spot. Drivers cannot see kids walking to school and cars always cut through that curve. The residents cannot afford to have more traffic in this area.

Patrick Garcia – Murray City, Utah

Mr. Garcia said the problem is people cut through the middle of that street and there is a junior high school and an elementary school on that same street making it a thoroughfare for kids going to and from school all day long. Increasing the density of this property will cause accidents as people try to enter and exit the property.

Mr. Garcia added that one of the reasons he chose his home was because there wasn't a multi-family unit near it. Changing the zoning of this property would be a detriment to all the properties that surround it and are in proximity to it. He is also worried about the fact that because the applicants own the property that is adjacent to the property they want to rezone, they could possibly decide to build a much larger project.

Menlee Maxfield – Murray City, Utah

Ms. Maxfield said the whole area surrounding the property the applicant wants rezoned is essentially single-family homes and adding a multi-family unit in that area is concerning. She is also concerned that the applicant could make an even bigger project because they own the adjacent property.

Pat VanHeyst – Murray City, Utah

Ms. VanHeyst said she has almost been hit head-on on that curve on Hillcrest Drive. More homes will add more traffic. When she first moved to the area, Hillcrest Drive was a busy road and she had a car land upside down in her yard. The traffic did decrease when Fashion Blvd. came in, but the traffic is coming back now.

Ms. VanHeyst reiterated what everyone else had said and added that medium density in a nice, little, quiet neighborhood doesn't make sense.

Joan Tew – Murray City, Utah

Ms. Tew said the applicant's property is not taken care of. It is covered with weeds and dead trees. If they higher the density on that property, the applicant will build something that the neighbors will not be happy about. She said this whole area is a place for single-family homes and is no place for multi-family houses.

Brooke Garcia – Murray City, Utah

Ms. Garcia said as a parent, she is familiar with how kids walk and bike to school. Her family just moved to Murray from Holladay where a developer just put in 15 townhomes where three single-family homes once were.

Ms. Garcia said there are enough apartments and townhomes in Murray and they like the fact that their neighborhood still has part of its original Murray charm. Even adding eight new homes is a lot especially on a property where there was once only one home. It will also add to the traffic.

Mr. Hales closed the public hearing.

MOTION: Ms. Turner moved to adopt the ordinance. No second was given; motion died for lack of a second motion.

MOTION: Mr. Nicponski moved to deny the ordinance. The motion was SECONDED by Mr. Cox.

Council roll call vote:

Mr. Nicponski Aye

Mr. Cox Aye

Mr. Brass Aye

Ms. Turner Aye

Mr. Hales Aye

Motion passed 5-0 (Ordinance Denied)

Legislative Report

Staff Presentation: Dale Cox, Councilmember

Mr. Cox said that HB 441 – Tax Equalization and Reduction Act was withdrawn because of public pressure. The Legislators listened to their constituents and pulled this bill from the agenda and are going to study it, which they should do. There are things that need to be done to maintain city and state services, but this was a little too much too fast. HB 495 – Tax Restructuring and Equalization Task Force was created on the last day of the Legislature to study what should and shouldn't be taxed.

SB 129 – Public Safety and Firefighter Tier II Retirement Benefits passed with some amendments but will not go into effect until 2020. Firefighters used to have a 20 year, 50% pension and it was changed to 25 year, 37 ½% pension. Their pension will now go back up to 50%, they just need to figure out the funding, but that will be taken care of in the next year or so.

SB 34 – Affordable Housing Modifications passed both the House and Senate. This bill modifies requirements and reporting of municipalities and counties related to the moderate-income housing plan element of their general plans. It modifies the law on moderate and low income housing. Mr. Cox thinks Murray is in a good spot with this. There are a lot of moderate and low

income housing in Murray and more is being build all the time.

HB 320 – Container Regulation Act was a bill the Legislature ran to ban cities from being able to moderate what type of plastic bags, or other containers, they can allow in their cities. If cities what to do something with plastic or paper bags, they should be able to. This bill did not pass.

HB 119 – Initiatives and Referendum Bill revamps the process to be able to put something on the ballot.

Mr. Nicponski added the other good thing that happened this session is that cities are still allowed to transfer money from enterprise funds to the general fund. The bill that would have prohibited that did not pass.

Mayor's Report and Questions

Mayor Camp said there will be an online survey that will go live next week for the Parks and Recreation Master Plan. The survey can be accessed from both the front page of the city's website as well as the Parks and Recreation webpage.

He noted that crews are filling potholes and sealing cracks in the streets as the weather permits.

He said the bridge on 6400 South at the Canal should be finished at the end of the month. He credited the Public Works-Department for their great job on that project.

The city should have a contractor hired in May and start work in June on the Phase 1 Vine Street project between 900 East and 1300 East.

He noted that the city is aware of a glitch in the online payment software. It is currently not accepting online payments for business license renewals. The IT staff is working on it and will soon have a solution to that problem.

He stated that this week is Fix-a-Leak Week. The Water Division has a booth set up at the Lowes at 4500 South and 500 West and are there to offer expertise and assistance to anyone who needs it.

Adjournment

The meeting was adjourned at 7:24 p.m.

Jennifer Kennedy, City Recorder

Attachment 1

MURRAY CITY COUNCIL MEETING

March 19, 2019



1

MURRAY YELLOW HOUSE, LLC General Plan Amendment

344 East 5600 South

- Existing Land Use Designation: Low Density Residential
- Proposed Land Use Designation: Medium Density Residential
- Property Size: 1.53 Acres



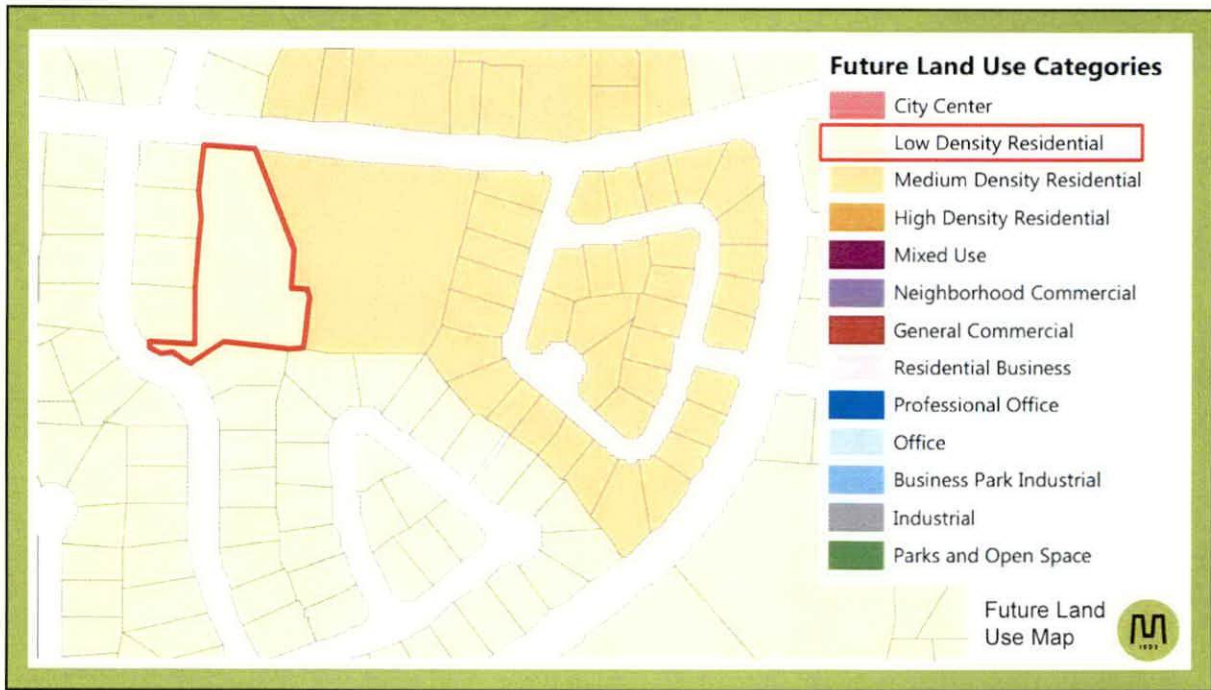
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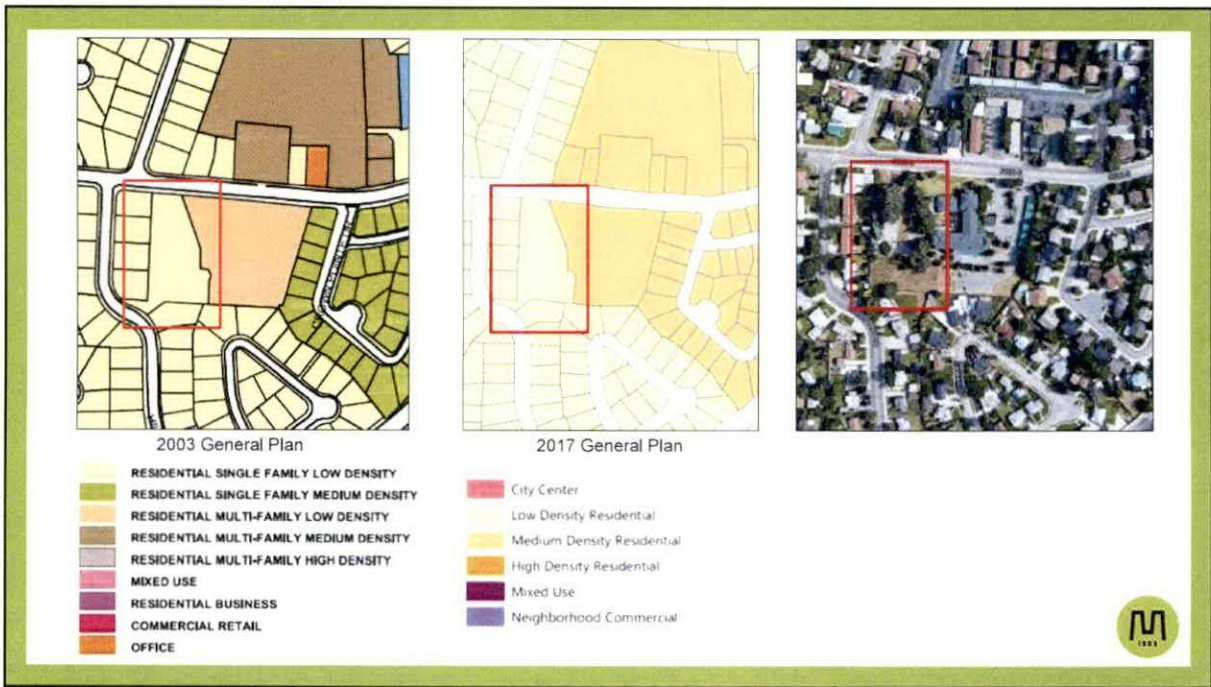
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4



5



6

Staff Recommendation to the Planning Commission

Staff recommended that the Planning Commission forward a recommendation of DENIAL to the City.

On **February 7, 2019** the Planning Commission held a public hearing and forwarded a recommendation of **DENIAL** to the City Council for the requested amendment to the General Plan Land Use Map designation for the property at 344 East 5600 South from Low Density Residential to Medium Density Residential.



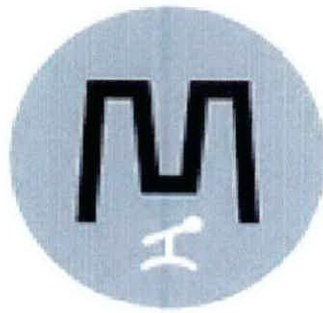
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Staff Recommendation to Amend the Murray City General Plan

City staff recommends the City Council **deny** the requested amendment to the General Plan Land Use Map for the property at 344 East 5600 South as per the Planning Commission recommendation on February 7, 2019.



8



MURRAY
CITY COUNCIL

Special Recognition #1



MURRAY

Murray City Council

Resident Service Award to Tom Henry

Council Action Request

Council Meeting

Meeting Date: April 16, 2019

Department Director Janet M. Lopez Phone # 801-264-2622 Presenters Jim Brass, City Council, District 3	Purpose of Proposal Resident Service Award for outstanding service within the community. Action Requested Presentation and response from recipient. Attachments Biographical information on Tom Henry. Budget Impact None Description of this Item Thomas Richard Henry is the embodiment of kindness, goodwill and compassion in Murray City. His giving spirit has been observed and experienced by young and old in our community. Where a need is mentioned or noticed, Tom is there with support. He is involved, welcoming, attentive and generous. His contributions to the success of many events is his legacy to Murray City. With phenomenal support and contributions to the Boys and Girls Club of Murray, Tom offered financial assistance and in-kind service in the maintenance of vehicles. He always insisted on the highest standards of safety and reliability for the children.
Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval Date April 5, 2019	



Continued from Page 1:

Tom is a charter member of the Exchange Club, serving as president for four terms and historian since 2001.

He has served on the Murray Chamber of Commerce Board for many years, always sponsoring holes at the Golf Tournament.

Tom was involved as a Youth EXCEL Board member where he sponsored and donated to many projects.

Some of his hands-on donations of time and resources include the following events:

- The Burrito Project
- Blood Drives
- Flag donations for the July 4th parade
- Utah Coop Store support
- Murray Senior Recreation Center work breaking up cement, hauling away and pouring new.
- Funding and gathering backpacks, socks, and school supplies for Murray elementary kids.
- VOA kettle at Christmas
- Recruited for the Call-a-thon for Child Adoption
- Regular sub for Murray High School mechanics teacher and taught interns in his shop
- Free classes on how to change tires, check flats, change windshield wipers & check brake pads.

Tom continues to inspire young and old, family and friends, to help others and be the best person they can be.



Murray

City Council

Resident Service Award

Thomas Richard Henry

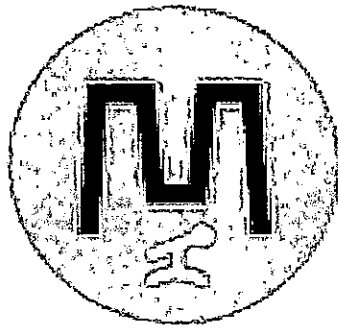
April 16, 2019

Amazing Community Contributions

Thanks for caring.....

Thanks for sharing.....

Thanks for inspiring.....



MURRAY
CITY COUNCIL

Special Recognition #2



MURRAY

Water Department

Employee of the Month, Joe Goodman,
Water Distribution Supervisor

Council Action Request

Council Meeting
April 16, 2019

**Department
Director**

Danny Astill
Phone # 801-270-2404

Presenter

Cory Wells and
Brett Hales

**Required Time for
Presentation**

**Is This Time
Sensitive**

No

Approval:
N/A

April 5, 2019

Purpose of Proposal

- City Council Employee of the Month Award

Action Requested

- Informational only.

Attachments

- Employee of the Month Recognition Form

Budget Impact

- None

Description of this item

Joe has worked for Murray City for 9 1/2 years, is a valued employee who takes on tremendous challenges.

EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

Water Department

DATE:

4-16-2019

NAME of person to be recognized:

Joe Goodman

Submitted by:

Cory Wells

DIVISION AND JOB TITLE:

Water Distribution Supervisor

YEARS OF SERVICE:

9 1/2

REASON FOR RECOGNITION:

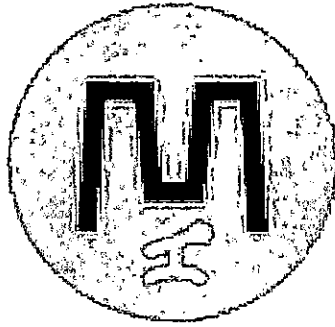
Joe Goodman is a valued employee who takes on some tremendous challenges. Joe is our Water Division, Distribution Supervisor and is responsible for a number, of the more technical parts of our water system. These include a number of complicated water sampling schedules for our Sources of Water, Bacteria sampling, Fluoride and other water quality concerns. He and his group respond to all customer water quality inquiries and or complaints. He is responsible for completing our required Department of Health, State of Utah and EPA reports. He and his group are responsible for the production and delivery of all our drinking water from our 8 springs and 19 Wells, 5 storage tanks and water booster stations. We recently moved the meter reading group under his supervision which works well with our meter maintenance activities.

Joe is a dedicated and loyal employee and can often be found working past his normal hours to keep ahead of things. As a water supplier we are always seeing changes in standards and regulations, Joe takes it in stride and quickly adapts by making the necessary changes and helping others understand them. Joe is a great asset to the city!

COUNCIL USE:

MONTH/YEAR HONORED

April 16, 2019



MURRAY
CITY COUNCIL

Special Recognition #3



MURRAY


Murray City Power

Arbor Day Joint Resolution

Council Action Request

Council Meeting

Meeting Date: April 16, 2019

Department Director Blaine Haacke	Purpose of Proposal Consideration of a resolution to declare Murray Arbor Day as May 3, 2019
Phone # 801-264-2728	Action Requested Approval of joint resolution
Presenters Matt Erkelens	Attachments Resolution
	Budget Impact N/A
Required Time for Presentation	Description of this Item Declaration of Murray Arbor Day on May 3, 2019. The annual Arbor Day Celebration will be held at the Murray Park Amphitheater at noon.
Is This Time Sensitive No	
Mayor's Approval 	
Date April 5, 2019	Any additional space needed is available on second page.

**A JOINT RESOLUTION OF THE MAYOR
AND MUNICIPAL COUNCIL OF MURRAY CITY, UTAH
DECLARING
FRIDAY, MAY 3, 2019
AS
MURRAY ARBOR DAY**

WHEREAS, Arbor Day is observed throughout the nation and even throughout the world on April 26, 2019, as trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, no exact value can be placed on a tree, as the true value is in the eyes of the beholder and the psychological-emotional-spiritual relationship between people and trees is far-reaching and complex; and

WHEREAS, trees can reduce the erosion of our precious topsoil from wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, as well as, provide fun, shade, cover and even safety for us and other living creatures; and

WHEREAS, in preparing for the future, Murray City is committed to managing the confined spaces along streets and near buildings, so we have a peaceful co-existence between trees, utilities, buildings and people; and

WHEREAS, Murray City's Shade Tree and Beautification Commission has as its prime objective: the beautification of our city, by promoting the planting and care of trees and vegetation that will continually add beauty and value to our community, making it a more enjoyable and desirable place to work, play and live. As a Tree City USA, now for 42 years, we are reminded that: "Murray is a City Without Equal"; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Municipal Council of Murray City do hereby declare

Friday, May 3, 2019

as

MURRAY ARBOR DAY

and urge all citizens to support efforts to protect our trees and woodlands, to plant trees that will gladden the heart and promote the well-being of this and future generations, while beautifying our City and to join with us in our annual **ARBOR DAY CELEBRATION** held this year at the Murray City Amphitheater at NOON.

PASSED, APPROVED AND ADOPTED by the Mayor and Municipal Council of Murray City, Utah this 16th day of April, 2019.

Murray City Corporation


D. Blair Camp, Mayor

Attest:

Jennifer Kennedy, City Recorder

Murray City Municipal Council

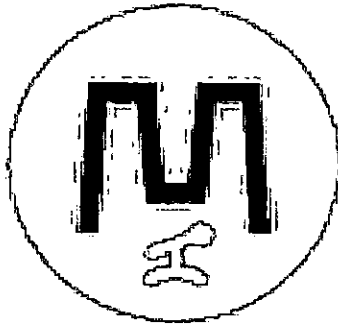
Dave Nicponski, Chair, District 1

Dale M. Cox, District 2

James A. Brass, District 3

Diane Turner, District 4

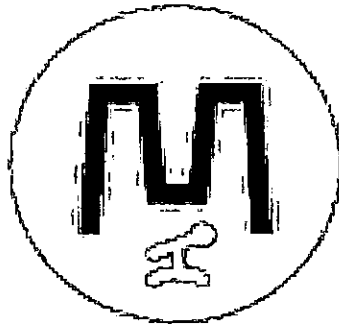
Brett A. Hales, District 5



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Public Hearing #1



MURRAY


Finance and Administration

Budget Amendment Ordinance

Council Action Request

Council Meeting

Meeting Date: April 16, 2019

Department Director Brenda Moore Phone # 801-264-2513 Presenters Mayor Camp Brenda Moore	Purpose of Proposal Consideration of an ordinance amending the current fiscal year budget Action Requested Ordinance approval Attachments Ordinance Budget Impact Budget impacts are outlined in the ordinance Description of this Item As discussed in committee of the whole on April 2, the budget amendment ordinance is attached
Required Time for Presentation	
Is This Time Sensitive Yes	
Mayor's Approval 	
Date April 5, 2019	

Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 16th day of April 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 to receive public comment concerning amending the City's fiscal year 2018-2019 budget. A copy of the proposed budget amendments is available for review during normal business hours at the office of the City Recorder located at 5025 South State Street, Murray, Utah.

DATED this _____ day of March, 2019.

MURRAY CITY CORPORATION

Jennifer Kennedy
City Recorder

DATES OF PUBLICATION: April 5, 2019

PUBLIC NOTICE WEBSITE 3.27.19
MURRAY WEBSITE 3.27.19

Jade-Word

[Signature]

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2018-2019 BUDGET

On June 12, 2018, the Murray City Municipal Council adopted the City's budget for Fiscal Year 2018-2019. It has been proposed that the Fiscal Year 2018-2019 budget be amended as follows:

1. Receive and appropriate the following General Fund revenue and expenditures with no financial impact:
 - a. Receive \$84,289 from the State of Utah for reimbursement of equipment used to support California Wildfire response teams, and;
 - b. Receive \$85,000 from the Zoo Arts and Parks (ZAP) Grant to fund Arts projects, and;
 - c. Receive \$30,000 from additional passport revenue, and;
 - d. Receive \$26,134 from the DEA HIDTA grant for administration and accounting services for the Metro DEA Task Force, and;
 - e. Receive \$12,000 from an agreement with American International School of Utah (AISU) as partial reimbursement for a Police officer within the school, and;
 - f. Appropriate \$104,629 for prior year state liquor tax to provide alcohol and drug-related enforcement and education, and;
 - g. Appropriate \$2,372 for prior year sponsorships from Jimmy Johns to provide recreation program supplies at the Park Center, and;
 - h. Appropriate \$5,383 in part-time wages and benefits, in the Records office to support increased passport activity, and;
 - i. Appropriate \$24,100 in full-time wages and benefits for an additional Database Analyst position needed due to a Military deployment, and;
 - j. Appropriate \$15,000 in the Courts Building & Grounds Maintenance to provide for repairs needed to consolidate operations to city-owned space, and;

- k. Appropriate \$60,000 in full-time wages and benefits due to the release of a Senior staff member in Human Resources, and;
 - l. Appropriate \$12,900 in full-time wages and benefits, in the Records office due to employee retirement and payout, and;
 - m. Appropriate \$3,600 in Postage, in the Records office due to additional Passport processing volume.
 - n. Appropriate \$1,000 in Credit Card Fees, in the Records office due to additional passport processing volume.
 - o. Appropriate \$2,500 in Equipment maintenance, in the Records office due to increased cost of Copy machine maintenance.
 - p. Appropriate \$5,939 to miscellaneous non-departmental expense.
2. Receive and appropriate the following grants and/or reimbursements in the General Fund with no financial impact:
- a. \$36,067 from the FY2018 Edward Byrne Memorial Justice Assistance Grant for police supplies and/or equipment, and;
 - b. \$14,592 from the State Home Land Security Program to purchase fire department supplies and equipment, and;
 - c. \$3,706 from the Emergency Medical Services Population Grant (EMS) to reimburse the City for ambulance service equipment, and;
 - d. \$6,000 from Jimmy Johns Corporation to sponsor recreation programs at the Park Center, and;
 - e. \$16,615 from the Division of State History CLG Grant to support a portion of the Murray Theater feasibility study and historic preservation projects within the city, and;
 - f. \$5,000 from the Utah department of public Safety, Alcohol & Drug free Committee for police equipment, and;
 - g. \$56,556 from Asset Forfeiture revenue received from the DEA Metro Narcotics Task force for police equipment, and;
 - h. \$22,500 from the Division of Forestry, Fire and State Lands for vegetation improvements along the Jordan River Parkway, and;

- i. \$40,881 from the State of Utah to reimburse the City's fire department for deployment to the Pole Creek fire, and;
 - j. \$118,310 from the State of Utah to reimburse the City's fire department for deployment to the California wildfires, and;
 - k. \$165,000 from the DEA Metro Narcotics Task Force for reimbursement of two employees contracted to support the Task Force, and;
 - l. \$12,500 from the State Division of Forestry, Fire and State Lands to provide additional law enforcement along the Jordan River Park Way, and;
 - m. \$11,555 from State Liquor Tax Allotment to provide alcohol and drug-related enforcement and education, and;
- 3. Authorize the Director of Finance and Administration to transfer any amount from the General Fund to the Capital Projects Fund at the close of fiscal year 2018-2019 any amount which exceeds the maximum fund balance as determined by Utah Code Ann section 10-6-124.
- 4. Receive and appropriate the following grants and/or reimbursements in the Capital Projects Fund with no financial impact:
 - a. \$23,644 from the Valley Emergency Communications Center (VECC) for 50% of new fire station alerting system, and;
 - b. \$19,000 from the Perpetual Care Fund for the Cemetery Niche project.
- 5. Contribute \$153,600 to the Capital Projects Fund reserves for the transfer of the Munis Utility Billing Module to the utility funds.
- 6. Appropriate \$23,644 from the Capital Projects Fund for the City's portion of the cost of the new alerting system for the fire station.
- 7. Receive and appropriate the following Perpetual Care Fund revenue and expenditures with no financial impact:
 - a. Receive \$3,000 of receipts to the Perpetual care fees revenue, and;
 - b. Receive \$16,100 of receipts to the interest income revenue, and;

- c. Appropriate \$19,100 to the Capital Projects Transfers for the Cemetery Niche project.
- 8. Appropriate \$35,000 from the Water Fund for 20% of the MUNIS utility billing software implementation project.
- 9. Appropriate \$35,000 from the Wastewater Fund for 20% of the MUNIS utility billing software implementation project.
- 10. Appropriate \$35,000 from the Power Fund for 20% of the MUNIS utility billing software implementation project.
- 11. Appropriate \$35,000 from the Solid Waste Fund for 20% of the MUNIS utility billing software implementation project.
- 12. Appropriate \$35,000 from the Storm Water Fund for 20% of the MUNIS utility billing software implementation project.
- 13. Receive and appropriate the following Golf Course Fund revenue and expenditures with no financial impact:
 - a. Receive \$21,115 of receipts to Green Fees revenue for tee times provided in exchange for the use of the online scheduling software, and;
 - b. Appropriate \$21,115 to record the in-kind cost of the online scheduling software.
- 14. Reclassify the following expenses in the Library Fund with no financial impact:
 - a. Transfer \$10,000 from Building and Grounds Maintenance to part-time wages for custodial services.

Section 2. Effective Date. This Ordinance shall take effect on first publication.

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

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST:

Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2019.

D. Blair Camp, Mayor

ATTEST:

Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

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

Jennifer Kennedy, City Recorder

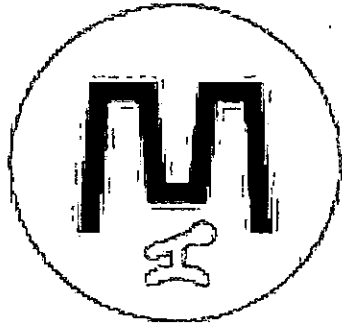
ATTEST:

Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

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

Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

New Business Item #1



MURRAY


Community & Economic Development

Pending Land Use Ordinance to Amend Provisions of Chapter 17.48

Council Action Request

Committee of the Whole & City Council

Meeting Date: April 16, 2019

Department Director Melinda Greenwood Phone # 801-270-2428 Presenters GL Critchfield Melinda Greenwood Jim McNulty Required Time for Presentation 20 Minutes Is This Time Sensitive Yes Mayor's Approval  Date April 5, 2019	Purpose of Proposal Discussion and consideration of a pending Land Use Ordinance to amend provisions of the Murray City Sign Code, Chapter 17.48. Action Requested Committee of the whole discussion, consideration of a resolution by city council Attachments Resolution Budget Impact No budget impact. Description of this Item City staff would like to discuss a pending Land Use Ordinance with the Council. Specifically, Sections 17.48.170 and 17.48.200 of the Sign Code. Section 17.48.170 addresses Off Premises Signs (billboards), while Section 17.48.200 addresses Electronic Message Centers (EMCs). Consideration of a resolution is requested in the council meeting on the same date.
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RESOLUTION NO. _____

A RESOLUTION PROVIDING NOTICE OF A PENDING LAND USE ORDINANCE TO AMEND THE PROVISIONS OF THE CITY'S SIGN CODE, CHAPTER 17.48, DEALING WITH OFF PREMISES SIGNS RELATING TO ELECTRONIC MESSAGE CENTERS AND APPLICABLE DEFINITIONS.

WHEREAS, pursuant to Utah Code Ann. § 10-9A-509(1)(a)(ii), the Murray City Municipal Council desires to provide notice of a pending land use ordinance to amend the provisions of the City's Sign Code found in Chapter 17.48 of the City Code, specifically addressing off premises signs relating to electronic message senders and applicable definitions; and

WHEREAS, the Council finds that further review and possible amendment of these provisions is in the best interest of the public health safety and welfare;

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

1. Notice is hereby given that the Murray City Municipal Council intends to adopt an ordinance amending the City's Land Use Regulations with respect to off premises signs relating to electronic message senders and applicable definitions.

2. The Municipal Council directs City staff to work with the Planning Commission and process all necessary applications and recommendations to complete and present to the Council for adoption appropriate amendments to address these concerns with respect to the Sign Code.

3. This resolution shall become effective immediately upon passage.

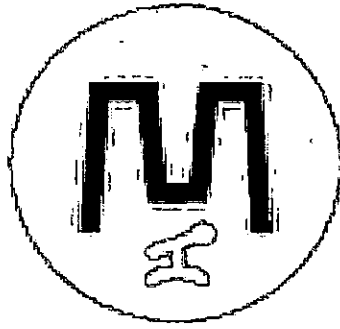
DATED this _____ day of April, 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST:

City Recorder



MURRAY
CITY COUNCIL

New Business Item #2



MURRAY


Parks and Recreation Department

Discussion and consideration of a resolution to accept FFSL grant

Council Action Request

Committee of the Whole & Council Meeting

Meeting Date: April 16, 2019

Department Director Kim Sorensen Phone # 801-264-2614 Presenters Kim Sorensen Required Time for Presentation 5 Minutes Is This Time Sensitive Yes Mayor's Approval  Date April 5, 2019	Purpose of Proposal Consider resolution to accept a grant from the Utah Division of Forestry, Fire and State Lands (FFSL) for \$22,500.00 Action Requested Approve resolution accepting grant Attachments Resolution, grant agreement, grant request. Budget Impact Budget impact of +22,500.00. No financial match is required. Murray will match/support project with City labor, equipment and volunteer hours. Description of this Item The FFSL grant will provide funding to clean up and improve habitat on city-owned property north of 4500 South along the east bank of the Jordan River. Desired outcomes include removal of invasive trees and plants and replacing with native trees and plants. Project will also clean up the areas where transient people are presumed to live.
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RESOLUTION NO. _____

A RESOLUTION APPROVING A COOPERATION AGREEMENT BETWEEN
MURRAY CITY AND THE UTAH DIVISION OF FORESTRY, FIRE AND STATE
LANDS FOR A GRANT FOR THE REMOVAL OF INVASIVE SPECIES AND
HABITAT IMPROVEMENT ALONG THE JORDAN RIVER CORRIDOR.

WHEREAS, the Utah Division of Forestry, Fire and State Lands ("FFSL") has received funds to be administered for invasive species removal and habitat improvement along the Jordan River corridor; and

WHEREAS, a portion of the Jordan River corridor runs through Murray City (the "City"); and

WHEREAS, FFSL will fund up to \$22,500.00 in project funding to the City to execute a vegetation improvement project during the 2019 growing season; and

WHEREAS, the Murray City Municipal Council believes it is in the best interest of the City to receive the grant.

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

1. It does hereby approve the Cooperation Agreement between Murray City and the Utah Division of Forestry, Fire and State Lands in substantially the form attached hereto, and finds that the Cooperation Agreement is in the best interest of the City; and
2. It accepts the grant of project funding of up to \$22,500.00 to the City from the Utah Division of Forestry, Fire and State Lands; and
3. Mayor D. Blair Camp is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.

ADOPTED AND APPROVED this _____ day of _____, 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST

Jennifer Kennedy, City Recorder

**COOPERATIVE AGREEMENT
BETWEEN
STATE OF UTAH, DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
MURRAY CITY**

DATE: 3/15/2019

I INTRODUCTION

The Utah Division of Forestry, Fire and State Lands (FFSL) has received funds to be administered for invasive species removal and habitat improvement along the Jordan River corridor. Through a Request For Proposals process, FFSL has awarded a portion of that funding to Murray City to execute a vegetation improvement project during the 2019 growing season.

II PURPOSE

This Cooperative Agreement between FFSL and Murray City outlines the scope of work, project timeline, responsibilities, and resources to be exchanged between Murray City and FFSL for this vegetation improvement project along the Jordan River.

Attachments:

A: Standard Terms and Conditions

B: Scope of Work

III RESPONSIBILITIES AND PROCEDURES

A. FFSL will:

1. Fund up to \$22,500 in project funding, as outlined in the attached scope of work, to Murray City. Funding will be provided to Murray City as a reimbursement when project work is completed, paid for, and verified. Reimbursement will not take place until invoices are provided to FFSL.
2. Not be held responsible for damage or liability caused by any actions under this project within or outside the approved project area.

B. Murray City will:

1. Complete the project as identified in the attached scope of work by December 2019.
2. Conduct long term monitoring of the project as outlined in the attached scope of work.

3. Advise FFSL of any proposed changes, and the effects of this change, to the scope of work. Changes must be agreed upon by FFSL before any of the proposed changes take place.
4. Within two weeks of completion of the work, submit detailed invoices showing actual hours worked, rates, materials, etc. and be able to supply documentation of time spent or expenditures made using the funds of this agreement if requested.
5. Allow State agency staff, and State auditors access to all records pertaining to this agreement for audit and inspection of this project. Murray City will maintain all records necessary to properly account for the expenses made for the costs authorized by this agreement. These records will be maintained for at least four years after the agreement terminates, or until after all audits initiated within the four years have been completed, whichever is later.

VI TERMS OF AGREEMENT

This Agreement shall become effective on the date of the final signature by the Parties and shall remain in effect until December 31st, 2019, at the end of which time it will expire unless canceled or extended. This agreement may be revised as necessary by mutual consent of the Parties through the issuance of a written amendment, signed and dated by Parties. Either Party, providing it gives 30 days written advance notice, may terminate this Agreement.

MURRAY CITY CORPORATION

**UTAH DIVISION OF FORESTRY,
FIRE, AND STATE LANDS**

D. Blair Camp, Mayor

Brian L. Cottam, FFSL Director

ATTEST:

Murray City Recorder

Stacy Carroll, FFSL Finance Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Murray City Attorney's Office

Frederic J. Donaldson, Assistant Attorney
General

APPROVED AS TO CONTENT:

Murray City Parks and Recreation
Department

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the State Entity and Contractor sign.
 - d) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including Custom Deliverable, supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - g) "**Proposal**" means Contractor's response to the State Entity's Solicitation.
 - h) "**Solicitation**" means the documents used by the State Entity to obtain Contractor's Proposal.
 - i) "**State Entity**" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - j) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - k) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
 - l) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.

7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation, provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.
- Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract, or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **RESERVED.**

- 18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
- 19. **DELIVERY:** All deliveries under this Contract will be F O B destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
- 20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.
If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund, (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract, or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
- 21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
- 22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.
- 23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
- 24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
- 25. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
33. **CONTRACT INFORMATION:** Contractor shall provide information regarding job vacancies to the State of Utah Department of Workforce Services, which may be posted on the Department of Workforce Services website. Posted information shall include the name and contact information for job vacancies. This information shall be provided to the State of Utah Department of Workforce Services for the duration of this Contract. This requirement does not preclude Contractor from advertising job openings in other forums throughout the State of Utah.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
35. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire. Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables.
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing

the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.

4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A, (ii) Contract Signature Page(s), (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s), and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised February 28, 2019)



Attachment B:



FORESTRY, FIRE & STATE LANDS

REQUEST FOR PROPOSALS

COVER SHEET

Project Title	SCOPE OF WORK Project		
Lead Project Sponsor	Murray City Parks		
Project Contact	Bruce L. Holyoak 296 East Murray Park Ave. 801-264-2529 bholyoak@murray.utah.gov		
Project Description / Abstract	<i>Removal of invasive plant species</i> Mechanically and chemically remove invasive plant species on two parcels owned by Murray City 4500 South to Big Cottonwood confluence		
Project Funding	Amount Requested \$ 22,500.00	Matching Funds \$ 23,203.50	Total Project Cost \$ 45703.50

Project Intended outcomes:

Habitat Improvement

On the East side of the river from 4500 South to the Big Cottonwood confluence, we will remove Russian Olive, Phragmites, Tamarix and Puncture Vine in the two parcels, approximately six acres, owned by Murray City. We will revegetate with willow, cottonwood, wild roses, sumac, currants, choke cherries and squaw brush. The willow and cottonwood will have the potential to stabilize the bank. The cottonwood will give birds of prey places to perch, the smaller plants will supply food and shelter for birds and other wildlife. Included is a letter from the Murray City Forester expressing his concerns for this area.

Recreation

By removing the invasive species, the area can be utilized for fishing and viewing waterfowl. Currently it is difficult to get to the river bank in this area. It will enhance birdwatching by providing assorted plant species that birds use for food. Additionally, this project will offer opportunities for hiking due to improved trails in this section.

Public Safety

Included in this proposal is a letter from the Murray City Police Chief highlighting some of the current problems that exist in this section of the Jordan River. Removing plants that densely grow will assist in eliminating favorable conditions for campsites and other nefarious actions. It will aid emergency responders in locating people facing potential harm and reduce the risk of fire by thinning out the heavy plant growth. Also included is an email from Moog Medical Devices which borders the project area, expressing belief that clearing the foliage will simplify locating potential problems and make it less attractive for criminal activity.

Project Work Plan:

Integrative Approach for Invasive Species Management

Murray City will contract a tree removal company to level the invasive plant species which will then be chipped on site and transported to a land fill. A licensed Murray City Parks pesticide applicator will be on site to apply herbicide to tree stumps to mitigate the likelihood of sucker growth. Puncture Vine will be sprayed with a nonselective herbicide and any plants that are substantial and have seeds will be mechanically removed and bagged. All cut materials will be transferred to a landfill. We will start the project in early spring and target late spring to finish both parcels. However, spring run off may, or may not hinder these proposed start and finish dates, and if so, the work will commence when weather conditions allow. Phragmites will be sprayed in the fall with an aquatic safe pesticide.

Long Term Plan

Murray City Parks long term plan is to monitor the area regularly and remove sucker and volunteer growth. We will utilize mechanical and chemical methods to remove weeds and unwanted plants. Our experience in the Parks department shows that impeding growth of invasive plants requires constant effort and commitment. A commitment that we believe has been demonstrated exceptionally by our willingness to implement consistency in inhibiting any further invasive growth on the Jordan River as it

runs through Murray City. At this time, we are not committing to any irrigation systems but will manually water new transplants to ensure that they take root and grow

Plan Details

Included in this proposal is a map with an aerial view.

Budget:

Contract tree removal	\$20,000.00
Plants	\$3000.00
Pesticides	\$600.00
Equipment 64 hours x \$100.00	\$6400.00
In-Kind 200 hours x \$24.69	\$3703.50
Murray Park 240 hours x \$50.00	<u>\$12,000.00</u>
Total	\$45,703.50

Matching funds will come as in-kind hours, Murray Park staff hours, pesticides and equipment use.

Project Preparedness


There is access to the project site. Moog Medical Devices, a business that borders the project area, has volunteered in assisting the cleanup of the parcels

MURRAY CITY COPROPATION



D. Blair Camp, Mayor

APPROVED AS TO FORM:




Attorney

ATTEST



Jennifer Kennedy, City Recorder





Approved as to the availability of funds
Murray City Finance Division
Budget Officer



MURRAY CITY CORPORATION
CITY POWER

Blaine Haacke, General Manager
801-264-2730 FAX 801-264-2731

To whom it may concern:

January 14, 2019

I am writing to express my concern regarding an invasive tree species, Russian Olive "*Elaeagnus angustifolia*" here in Murray City. This species often displaces riparian habitats where native plants once thrived. Russian Olive has low seedling mortality rates which thrives on poor soil, matures in a short period of time, and outcompetes wild native vegetation. It has been declared a noxious weed in parts of Utah and once established, can be very difficult to control. The most effective control for this species is a cut stump herbicide treatment.

It is my recommendation to remove this aggressive species along the Jordan River Parkway to allow native vegetation to grow. Please consider providing Murray City funding for this grant to eradicate this species along our riparian zone.

Sincerely,

Matt Erkelens
Murray City Power
Forestry Supervisor



MURRAY CITY CORPORATION
POLICE DEPARTMENT

Craig Burnett, Police Chief

801-264-2673 fax 801-264-2568

January 10, 2019

To Whom It May Concern:

This letter is written on behalf of Murray City Parks Division, who are currently in the process of applying for a grant that would support the cleanup efforts along the Jordan River Parkway.

The Police Department believes that these funds would truly assist in the overall health and safety clean-up efforts we have been faced with in this area. During 2018, Officers handled various calls and proactive encounters along this area in our City. Incidents such as solid waste and human waste being left behind in makeshift encampments, drug usage and paraphernalia, loitering at businesses and panhandling.

Statistically most of these calls and encounters were with unsheltered individuals, whom are seeking a safe place to stay. With the overgrowth of Russian Olive trees, weeds and sagebrush it makes it easier for individuals to hunker down and set up temporary campsites.

We believe, should Murray City Parks be awarded grant money to put toward this clean up effort it would dramatically change the environment along this stretch in our city and most likely we would see a decline in problems and crime in that area.

Should you have any further questions regarding this matter, please feel free to contact me.

Sincerely,

Craig D. Burnett
Chief of Police

Bruce Holyoak

From: Pullen, Jared <jpullen@moog.com>
Sent: Thursday, January 10, 2019 8:51 AM
To: Bruce Holyoak
Subject: Moog Medical Devices Group

Bruce,

As you probably already know we have had numerous transients in the areas North and West of our building (located at 4314 Zevex Park Lane).

Throughout the last 8+ years (that I've been here) we have had plenty of issues with transients and transient camps in the area. We have also asked people on several occasions to leave the area to keep our employees and property safe.

Issues we have encountered:

- Employees vehicles broken into/vandalized
- Shipping containers broken into/theft (we have 3 in our back lot)
- Transient camps (currently there are remains of 2 in the North area, not sure if they are occupied)
- Transients going through ashtrays and garbage cans

One of our biggest concerns is that we have a night shift that leaves at approx. 11pm every day. We have no idea who is in the fields during the night or what may happen to one of our employees. There are no barriers between our property and the fields in question.

Removing the invasive plant species from the field areas and opening up the line of site throughout the area would definitely decrease the transient traffic and camp sites. We have seen this in the past.

You have our vote and support to clean up the areas.

Let me know how we can be of help.

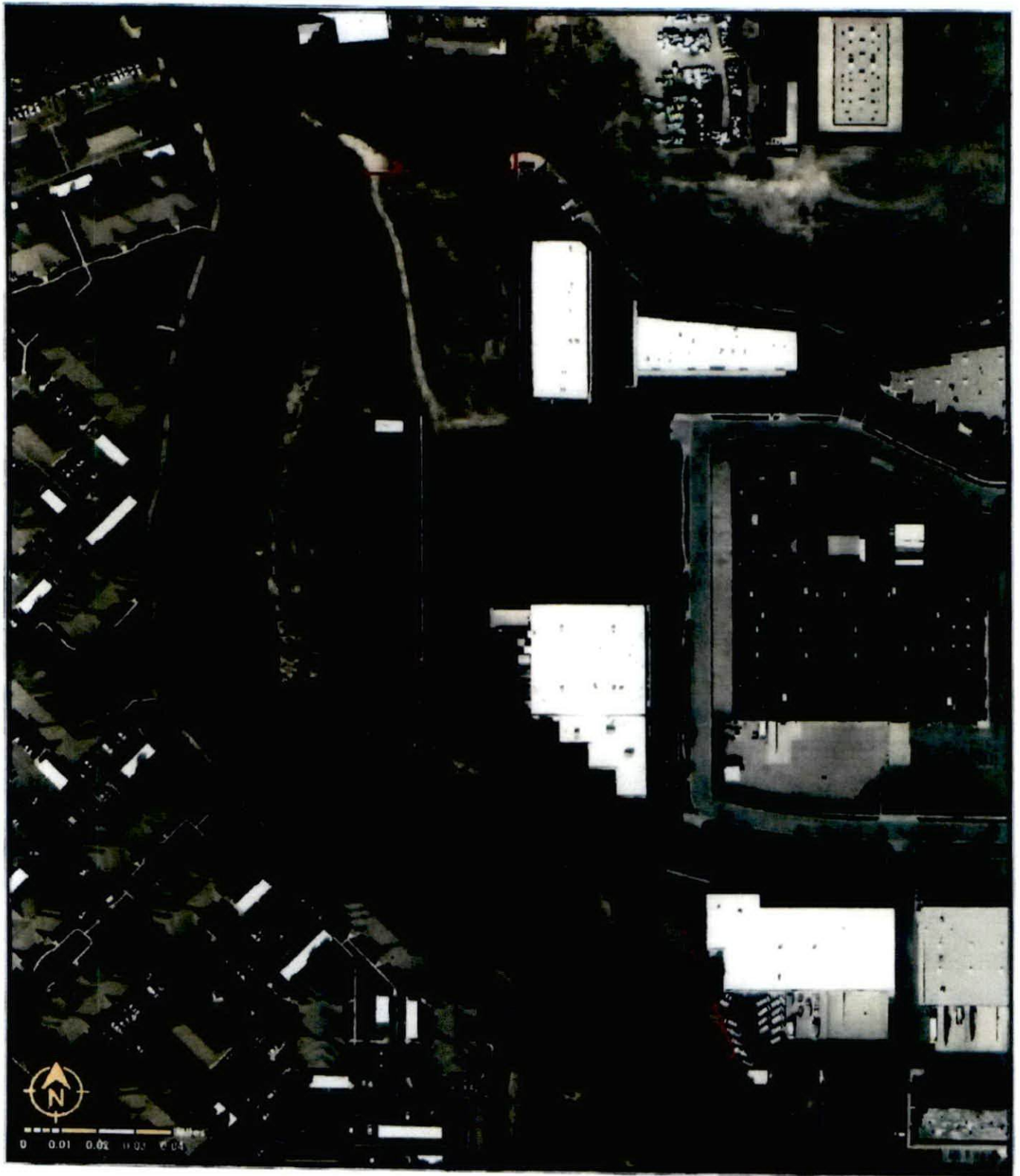
Thanks,

Jared L. Pullen | Facilities/Environmental

direct 801.264.1001 x251
mobile 801.673.3908
e-mail jpullen@moog.com

Moog Medical
4314 Zevex Park Lane
Salt Lake City, Utah 84123 USA
www.moogmedical.com

MOOG Engineering. Innovation. Performance.



Jordan River Property

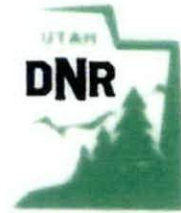
Murray City
GIS Division
4446 South 500 West
Murray, Utah 84123
www.murray.utah.gov
712.221.1000

Copyright 2018 Murray City
Map Division
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The data information shown on this
map is the best available information
at the time of publication.



MURRAY

City of Murray, Utah. All rights reserved.



**FORESTRY, FIRE & STATE LANDS
REQUEST FOR PROPOSALS
Cover Sheet**

Project Title	Vegetation Improvement Project		
Lead Project Sponsor	Murray City Parks		
Project Contact	Bruce L. Holyoak 296 East Murray Park Ave. 801-264-2529 bholyoak@murray.utah.gov		
Project Description / Abstract	<i>Removal of invasive plant species</i> Mechanically and chemically remove invasive plant species on two parcels owned by Murray City 4500 South to Big Cottonwood confluence		
Project Funding	Amount Requested \$ 25,000.00	Matching Funds \$ 24,938.00	Total Project Cost \$ 49,938.00

Project Intended outcomes:

Habitat Improvement

On the East side of the river from 4500 South to the Big Cottonwood confluence, we will remove Russian Olive, Phragmites, Tamarix and Puncture Vine in the two parcels, approximately six acres, owned by Murray City. We will revegetate with willow, cottonwood, wild roses, sumac, currants, choke cherries and squaw brush. The willow and cottonwood will have the potential to stabilize the bank. The cottonwood will give birds of prey places to perch, the smaller plants will supply food and shelter for birds and other wildlife. Included is a letter from the Murray City Forester expressing his concerns for this area.

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Public Safety

Included in this proposal is a letter from the Murray City Police Chief highlighting some of the current problems that exist in this section of the Jordan River. Removing plants that densely grow will assist in eliminating favorable conditions for campsites and other nefarious actions. It will aid emergency responders in locating people facing potential harm and reduce the risk of fire by thinning out the heavy plant growth. Also included is an email from Moog Medical Devices which borders the project area, expressing belief that clearing the foliage will simplify locating potential problems and make it less attractive for criminal activity.

Project Work Plan:

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Plan Details

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Budget:


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In-Kind 200 hours x \$24.69	\$4938.00
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Total	\$49,938.00

Matching funds will come as in-kind hours, Murray Park staff hours, pesticides and equipment use.

Project Preparedness


There is access to the project site. Moog Medical Devices, a business that borders the project area, has volunteered in assisting the cleanup of the parcels.

MURRAY CITY COPROPATION



D. Blair Camp, Mayor

APPROVED AS TO FORM:




Attorney

ATTEST



Jennifer Kennedy, City Recorder





Approved as to the availability of funds
Murray City Finance Division
Budget Officer



MURRAY CITY CORPORATION
CITY POWER

Blaine Haacke, General Manager
801-264-2730 FAX 801-264-2731

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Murray City Power
Forestry Supervisor



MURRAY CITY CORPORATION
POLICE DEPARTMENT

Craig Burnett, Police Chief

801 264-2673 FAX 801-264-2568

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Should you have any further questions regarding this matter, please feel free to contact me.

Sincerely,

Craig D. Burnett
Chief of Police

Bruce Holyoak

From: Pullen, Jared <jpullen@moog.com>
Sent: Thursday, January 10, 2019 8:51 AM
To: Bruce Holyoak
Subject: Moog Medical Devices Group

Bruce,

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Thanks,

Jared L. Pullen | Facilities/Environmental

direct 801.264.1001 x251
mobile 801.673.3908
e-mail jpullen@moog.com

Moog Medical
4314 Zevex Park Lane
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MOOG Engineering. Performance. Innovation.



Jordan River Property

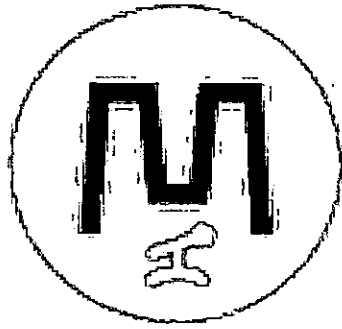
Murray City
GIS Division
4444 South 500 West
Murray, Utah 84123
www.murray.utah.gov
UT152019-1-0000-000

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Map Disclaimer
<http://www.murray.utah.gov/1520>
The above information, while not
guaranteed, has been secured from
sources deemed reliable.



MURRAY

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MURRAY
CITY COUNCIL

New Business Item #3



MURRAY

Murray City Council

Audit Services RFP

Council Action Request

Council Meeting – April 16, 2019

Department Director

Janet M. Lopez
Phone #801-264-2622

Presenters

Janet M. Lopez
Diane Turner
Brett Hales

Required Time for Presentation

10 minutes

Is This Time Sensitive

Yes

Approval:

March 29, 2019

Purpose of Proposal

- Audit Services Committee Report and Recommendation

Action Requested

- Approval of the resolution appointing HBME, LLC to conduct the City's independent financial audit for fiscal years 2019, 2020, and 2021.

Attachments

- Proposed resolution and agreement

Budget Impact

- \$84,500 for three years.

Description of this item

- The purchasing division issued a request for proposals to provide audit services for Murray City Corporation.
- Seven proposals were received and evaluated by the Audit Committee, made up of two council members, council executive director, and finance department representative.
- After review of the proposals, committee members scored each one on general experience, qualifications of staff, scope of work, references, and cost.
- The firm receiving the highest score has had six references checked receiving glowing reviews of their work.
- **The Audit Committee recommends that the City Council approve a resolution appointing HBME, LLC (formerly Hanson, Bradshaw, Malmrose and Erickson) as the CPA firm to provide independent audit services for Murray City for fiscal years 2019, 2020, and 2021.**

HBME, LLC - -

- Formed in 1980, located in Bountiful, Utah
- 24 Employees, 7 partners, 3 directors, 6 managers
- Each auditor has extensive governmental auditing experience with required continuing education contained in Government Auditing Standards, 2018 revision.
- Engagement team for Murray City
Robert D. Wood, CPA, Partner
Aaron R. Hixson, CPA, Partner
Jeffrey B. Miles, CPA, Partner
Todd H. Sullivan, Senior Associate
- Comparable cities: Provo City, Layton City, Logan City, Riverton City, Taylorsville City, Draper City, Holladay City, Bluffdale City.
- Audit hours projected: 200
- Price: 2019 \$27,500
2020 \$28,200
2021 \$28,800

RESOLUTION NO. _____

A RESOLUTION OF THE MURRAY CITY MUNICIPAL COUNCIL
APPROVING THE SELECTION OF HBME, LLC AS THE
INDEPENDENT AUDIT FIRM TO PROVIDE AUDITING SERVICES
AND AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY AND HBME, LLC.

WHEREAS, the City is required by law to present an annual financial report to the City Council within 180 days of the close of the fiscal year; and

WHEREAS, the City is also required to have an independent auditor review the City's basic financial statements and Comprehensive Annual Financial Report; and

WHEREAS, the auditor's primary responsibility is to determine whether the City's financial reporting accurately reflects the financial condition of the City and is prepared in conformity with criteria established by Generally Accepted Audit Standards, Government Auditing Standards, the Single Audit Act Amendments of 1996, and General Guidance Audits of States, Local Governments, and Non-Profit Organizations; and

WHEREAS, on February 14, 2019, under the direction of the City Council Audit Committee, a Request for Proposals ("RFP") was sent out to provide auditing services; and

WHEREAS, the Audit Committee received, reviewed and scored seven proposals based upon general experience, qualifications of staff, scope of work, references, and cost; and

WHEREAS, the independent audit firm recommended to the City Council is HBME, LLC to conduct the City's financial audit for a three year period from fiscal year FY2019 through FY 2021 with an option to extend the auditing services up to two, one-year periods; and

WHEREAS, HBME, LLC has agreed to provide auditing services to Murray City under the terms and conditions outlined in the agreement attached at Exhibit A.

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

1. The selection of HBME, LLC to provide auditing services for fiscal year 2019 through fiscal year 2021 with an option to extend the auditing services up to two, one-year periods is hereby approved.

2. The Agreement for Auditing Services between Murray City and HBME, LLC is approved in substantially the form attached hereto as Attachment A.

3. The Agreement for Auditing Services is in the best interest of the City in receiving audit services.

3. The Council Chair is hereby authorized to execute the Agreement for Auditing Services.

DATED this ____ day of _____, 2019.

Dave Nicponski, Chair

ATTEST:

City Recorder

Agreement for Auditing Services

THIS AGREEMENT, entered into as of this _____ day of _____, 20____, by and between Murray City Corporation, hereinafter referred to as the "CITY," and the firm of HBME, LLC, Certified Public Accountants, hereinafter referred to as the "AUDITOR."

RECITALS

A. The City Council is required by law to cause an audit to be made of the accounts of all officers of the City.

B. The CITY desires to have performed a financial and compliance audit of the CITY for the fiscal years ended June 30, 2019 through June 30, 2021, with the option, at the CITY's sole discretion, to extend this Agreement for up to two one-year periods subject to an annual review and the satisfactory negotiations of terms (including a price acceptable to both the CITY and AUDITOR) and the concurrence of the City Council.

C. The CITY has received funds from the Federal Government under grants, agreements, and programs which require audits under the guidelines of Uniform Guidance.

D. In order to meet the requirements of Uniform Guidance, the CITY desires to have performed a single compliance audit of those federal awards for the same fiscal years.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns, as follows:

1. SCOPE OF AUDIT

1.1. Standards. The AUDITOR shall perform a financial audit, a state compliance audit, and depending on levels of federal funding, a single audit of the CITY for each fiscal year of the contract period in accordance with the following:

1.1.1. Auditing standards generally accepted in the United States of America, as promulgated by the American Institute of Certified Public Accountants (AICPA);

1.1.2. The *AICPA Audits of State and Local Governmental Units* audit and accounting guide;

1.1.3. *Government Auditing Standards*, 2011 revision, published by the U.S. Government Accountability Office;

1.1.4. For the state compliance audit – the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor;

1.1.5. For the single audit – the Single Audit Act; OMB Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations* and related OMB A-133 Compliance Supplement (as applicable).

1.2. Reports.

1.2.1. Financial Report – The CITY will prepare the CITY's Comprehensive Annual Financial Report (CAFR) including all financial statements and combining and supplementary information. The AUDITOR shall audit the CAFR and records of the CITY and shall issue an AUDITOR's opinion on those financial statements and an in-relation-to opinion on the combining and supplementary information. Such financial statements shall be prepared in conformity with accounting principles generally accepted in the United States of America as promulgated by the GASB.

1.2.2. Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters. The AUDITOR shall issue a report on internal control over financial reporting and on compliance and other matters in accordance with *Government Auditing Standards*.

1.2.3. Reports Required for the OMB Circular A-133 Audit – If OMB Circular A-133 is applicable, the AUDITOR shall prepare all necessary audit reports and schedules required by OMB Circular A-133.

1.2.4. Report Required for State Compliance Audit – The AUDITOR shall prepare and include a statement expressing positive assurance of compliance with State fiscal laws and other financial issues related to the expenditure of funds received from federal, state, or local governments identified in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor (*This statement is in addition to the compliance opinion required as part of a single audit.*)

1.2.5. Management Letter – As appropriate, the AUDITOR shall prepare a comprehensive management letter including the AUDITOR's findings and recommendations relative to the internal control over financial reporting, compliance with laws and regulations, as applicable, and adherence to generally accepted accounting principles. The AUDITOR shall request written responses from CITY officials for each recommendation and shall include such responses in the reports. If the CITY declines the opportunity to respond, the AUDITOR shall so state in their report.

1.2.6. Reporting Deadlines. The audit must be completed and 12 physical copies with an electronic copy of each of the required AUDITOR's reports must be submitted to the CITY by November 3, of each year audited.

2. TERM

2.1 The term of this Agreement is for the audit of fiscal years ending June 30, 2019 through June 30, 2021, subject to budgetary appropriations by the Murray City Council, unless sooner terminated as hereinafter set forth.

2.2 The CITY reserves the right to extend this Agreement for up to two one-year periods subject to an annual review and the satisfactory negotiations of terms (including a price acceptable to both the CITY and AUDITOR) and the concurrence of the City Council.

3. FEE PROVISIONS

3.1 CITY agrees to pay AUDITOR:

for the year 2019 audit, \$27,500;
for the year 2020 audit, \$28,200; and,
for the year 2021 audit, \$28,800,

subject to CITY's and AUDITOR's determination to continue this Agreement.

3.2 Any additional work performed by the AUDITOR will be at the quoted hourly rates set forth in the Schedule of Professional Fees and Expenses Pricing Proposal which was included with the AUDITOR's proposal dated February 25, 2019. AUDITOR agrees that its out-of-pocket expenses are included in the contract price.

4. REQUEST FOR PROPOSAL AND AUDITOR'S RESPONSE

The terms and conditions provided in the CITY's Request for Proposal and the AUDITOR's response dated February 25, 2019, are all incorporated herein and made a part hereof by this reference as though fully set forth and are binding upon the parties.

5. AUDITOR'S DUTIES

5.1 Availability of Working Papers. The AUDITOR agrees to make available all working papers, audit programs, and time control records associated with the audit of the CITY upon request by the CITY during performance of the audit or at the completion of the audit, for a quality control review. The AUDITOR also agrees to furnish copies of all working papers, audit programs and time control records upon request. Working papers and reports shall be retained by the AUDITOR for a minimum of three years from the date of the audit report. These same documents will be made available to federal and state agencies in accordance with Uniform Guidance and state law.

5.2 AUDITOR shall Inform CITY of the following:

5.2.1 Irregularities. The AUDITOR shall promptly inform the Mayor and the City Council Budget Committee regarding any indication of errors, irregularities or illegal acts that may come to their attention in connection with the audit.

5.2.2 Changes in Personnel. The AUDITOR agrees to notify the CITY in writing prior to changes of partner, manager, supervisor or senior personnel obligated in the AUDITOR's bid proposal.

6. CITY'S DUTIES

The CITY shall furnish the following to the AUDITOR:

6.1 All financial records, books of accounts, supporting documents, and other related records for and related to the period being audited.

6.2 Copies of CITY ordinances, minutes of Council meetings, policy directives, grant agreements, contracts, leases, budgets, laws, and other pertinent documents or data, and such other information as may be required for the audit.

6.3 A management representation letter confirming oral representations made to the AUDITOR.

6.4 Adequate working space and other facilities for the conduct of the audit.

6.5 All working papers normally prepared by the CITY in connection with the accounting system, all original documents, as requested, evidencing audited transactions.

6.6 Assistance of personnel in all reasonable requests from the AUDITOR as the CITY staff time and budget will permit, including, but not limited to, the preparation of account analyses, summaries, and other working papers requested.

7. INDEMNIFICATION

7.1 The CITY assumes no liability for any legal expenses, other than for its own defense.

7.2 The AUDITOR hereby agrees to indemnify and save harmless the CITY and its officers, agents, and employees, from and against any and all loss, damage, injury, liability, and claims thereof, including claims for personal injury or death, howsoever caused, resulting directly or indirectly, from the performance of the contract by the AUDITOR.

8. INSURANCE

To protect against liability, loss and/or expense in connection with the performance of services described under this Agreement, the AUDITOR shall obtain and maintain in force during the entire period of this Agreement without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah. The following are minimum coverages.

8.1 Worker's Compensation Insurance and Employers' Liability Insurance. Worker's Compensation Insurance shall cover full liability under the Worker's Compensation laws of the State of Utah at the statutory limits required by the State.

8.2 Commercial General Liability Insurance. Commercial General Liability Insurance shall be on an "occurrence basis" and shall include insurance for bodily injury, personal injury and property damage, premises and operations, independent contractors, projects/completed operations, and contractual liability coverage with limits not less than listed below. The CITY shall be named as an additional insured party, as

primary coverage and not contributing, and the policy shall be endorsed to include a waiver of subrogation in favor of the CITY. \$1,000,000 General Aggregate.

8.3. Professional Liability Insurance. Professional liability insurance shall be maintained in the amount of at least two million dollars (\$2,000,000) per occurrence or claim, and two million dollars (\$2,000,000) general aggregate. Such insurance shall cover errors and omissions, negligent acts and costs of claims/litigation including investigation and court costs. If the policy is written as a "claims made" policy, AUDITOR must ensure and provide evidence that the policy retroactive date is prior to the start of the contract work, that coverage is maintained during the duration of performance of the Agreement and that the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under the Agreement.

8.4 Comprehensive Automobile Liability Insurance. Automobile liability insurance for claims arising from the ownership, maintenance, or use of a motor vehicle. The insurance shall cover all owned, non-owned, and hired automobiles used in connection with the work, with the following minimum limits of liability: \$2,000,000 combined single limits, per occurrence for bodily injury, including death, and property damage.

8.5 Any type of insurance or any increase of limits of liability not described in this Agreement which the AUDITOR requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility and at its own expense.

8.6 The carrying of insurance required by this Agreement shall not be interpreted as relieving the AUDITOR of any other responsibility or liability under this Agreement or any applicable law, statute, rule, regulation or order.

8.7 The CITY, its officers, officials, agents, employees, representatives and volunteers shall be named as additional insureds on General Liability, Automobile and/or Excess Liability/Umbrella insurance policies. The coverage shall contain no special limitations on the scope of its protection afforded to the above listed additional insureds. Further, additional insured endorsements shall not: (i) exclude "contractual liability;" (ii) restrict coverage to the "sole" liability of the AUDITOR; or (iii) contain any other exclusions contrary to the Agreement.

9. AUDITOR REPRESENTATIONS

9.1 The AUDITOR confirms that it is independent of the CITY as defined in the AICPA's Rules of Conduct, Rule 101, and the requirements of the *Government Auditing Standards*, published by the U.S. General Accounting Office.

9.2 The AUDITOR confirms that it is properly licensed for public practice as a certified public accountant in the State of Utah and that he does not have a record of substandard work.

9.3 The AUDITOR agrees not to discriminate against any individual because of race, color, religion, age, sex, handicap, or national origin, and that these shall not be a factor in consideration for employment, selection for training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion, or separation.

9.4 The AUDITOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the CITY or its agencies, in any agreement, settlement, liability, or understanding whatsoever, and shall not perform any acts as agent for the CITY except as herein expressly set forth.

10. TERMINATION.

Either party may terminate its obligations under this Agreement, with or without cause, upon giving thirty (30) days written notice to the other party. If either party terminates this Agreement, the CITY shall pay AUDITOR for services actually rendered prior to the termination, which shall constitute the total compensation due AUDITOR from the CITY.

11. OWNERSHIP OF RECORDS

Records prepared for the CITY shall be owned by the CITY. AUDITOR shall have access to records, documents and electronic information relating to the CITY. All such records shall retain their public or non-public classification pursuant to the Utah Government Records Access and Management Act, Title 63, Chapter 2 of the Utah Code. Upon termination or completion of this Agreement, AUDITOR shall deliver to the CITY, all records, notes, data, memoranda, models, and equipment of any nature that are in AUDITOR's possession or under AUDITOR's control relating to AUDITOR's services under this Agreement.

12. ASSIGNMENT

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express, and written consent of the other party.

13. NO CONFLICT OF INTEREST

Company covenants that it does not or will not acquire any interest, direct or indirect, which may in any manner conflict with Company's performance under this Agreement, unless such conflict is waived in writing by the CITY.

14. NOTICES

For the purposes of this Agreement, all notices, communications and questions shall be directed to the following:

For HBME, LLC

Robert D. Wood
559 West 500 South
Bountiful UT 84010
(801) 296-0200
rwood@hbme.com

For the CITY:

Brenda Moore
Interim Finance and Administration Director
5025 South State Street
Murray UT 84107
(801) 264-2513
bmoore@murray.utah.gov

DATED as of the day and year first written above.

MURRAY CITY CORPORATION

HBME, LLC

Dave Nicponski, Council Chair

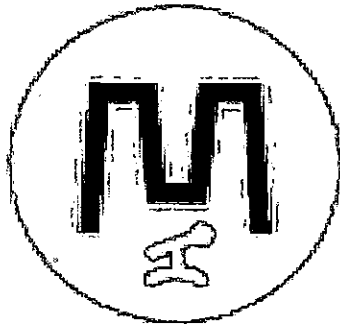
By: _____
Its: _____

ATTEST:

Jennifer Kennedy, City Recorder

APPROVED AS TO FORM:

City Attorney's Office



MURRAY
CITY COUNCIL

New Business Item #4



MURRAY

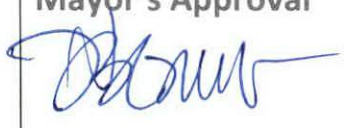
Community & Economic Development

Consideration of a resolution to support LPA of the MidValley BRT

Council Action Request

Council Meeting

Meeting Date: April 16, 2019

Department Director Melinda Greenwood Phone # 801-270-2428 Presenters Melinda Greenwood Required Time for Presentation Is This Time Sensitive Yes Mayor's Approval  Date April 5, 2019	Purpose of Proposal Consideration of a resolution in support of the Locally Preferred Alternative (LPA) for the MidValley Connector BRT project. Action Requested That the Murray City Council consider declaring support for the LPA for the MidValley Connector BRT by adopting a Resolution. Attachments Resolution of support Budget Impact No budget impact Description of this Item The Locally Preferred Alternative would begin at Murray Central Station, travel along Vine Street to Murray Boulevard, and traverse Taylorsville via Sunstone Road, Atherton Drive, along 4700 South to Salt Lake Community College. From SLCC, the route would follow 4700 South west to 2700 West to the West Valley City Central Station. For most of the route, the bus would travel in mixed-flow lanes, meaning the bus would travel in existing travel lanes with other vehicles. The LPA includes one section of the route with dedicated bus lanes - along 4500/4700 South from Atherton Drive to Redwood Road. The LPA includes a total of fifteen (15) BRT branded stations. A total of three (3) stations would be located in Murray City. The route length is approximately 7 miles.
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RESOLUTION NO. _____

A RESOLUTION DECLARING SUPPORT FOR THE LOCALLY
PREFERRED ALTERNATIVE FOR THE MIDVALLEY CONNECTOR
BUS RAPID TRANSIT PROJECT.

WHEREAS, the Murray City Municipal Council met in a regular meeting on [insert dates] to consider, among other things, declaring support for the *Locally Preferred Alternative* for the MidValley Connector Bus Rapid Transit Project; and

WHEREAS, Murray City, the City of Taylorsville, West Valley City, the Utah Transit Authority, the Utah Department of Transportation, Salt Lake County, Salt Lake Community College, and the Wasatch Front Regional Council have jointly prepared an Environmental Study Report ("ESR") which evaluates the future Bus Rapid Transit alignment connecting the Murray Central TRAX and FrontRunner station to the Salt Lake Community College Redwood campus in Taylorsville to the West Valley Central TRAX station; and

WHEREAS, the demand for transit service will increase as population continues to grow within Murray City and the existing transit network lacks an efficient and direct connection to regional destinations including Murray City.

WHEREAS, the City has considered various alignment alternatives as part of the ESR and hereby recommends the Locally Preferred Alternative for the MidValley Connector Bus Rapid Transit ESR to be implemented as described below:

The Locally Preferred Alternative would begin at the Murray Central station, travel along Vine Street to Murray Boulevard, and traverse Taylorsville via Sunstone Road, Atherton Drive, along 4700 South to Salt Lake Community College. From Salt Lake Community College, the route would follow 4700 South west to 2700 West and then north along 2700 West to the West Valley Central station. For most of the route, the bus would travel in mixed-flow lanes, meaning the bus would travel in the existing travel lanes with other vehicles. The Locally Preferred Alternative includes one section of the route with dedicated bus lanes—along 4500/4700 South from East Atherton Drive to Redwood Road.

Stations to be implemented as part of the Locally Preferred Alternative include:

- Murray Central
- Vine Street
- Murray Boulevard
- Sunstone Road

- South Atherton
- East Atherton
- West Atherton
- Fore Lakes
- Salt Lake Community College
- Golden Living
- 4700 South 2700 West
- American Express
- 2700 West 4100 South
- 2700 West 3800 South
- West Valley Central

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

That that the City's Locally Preferred Alternative for the MidValley Connector Bus Rapid Transit project connects the Murray Central station, to Salt Lake Community College, to the West Valley Central station, as described above and shown in the figure attached.

This resolution shall take effect immediately on passage.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council
this ____ day of _____, 2019.

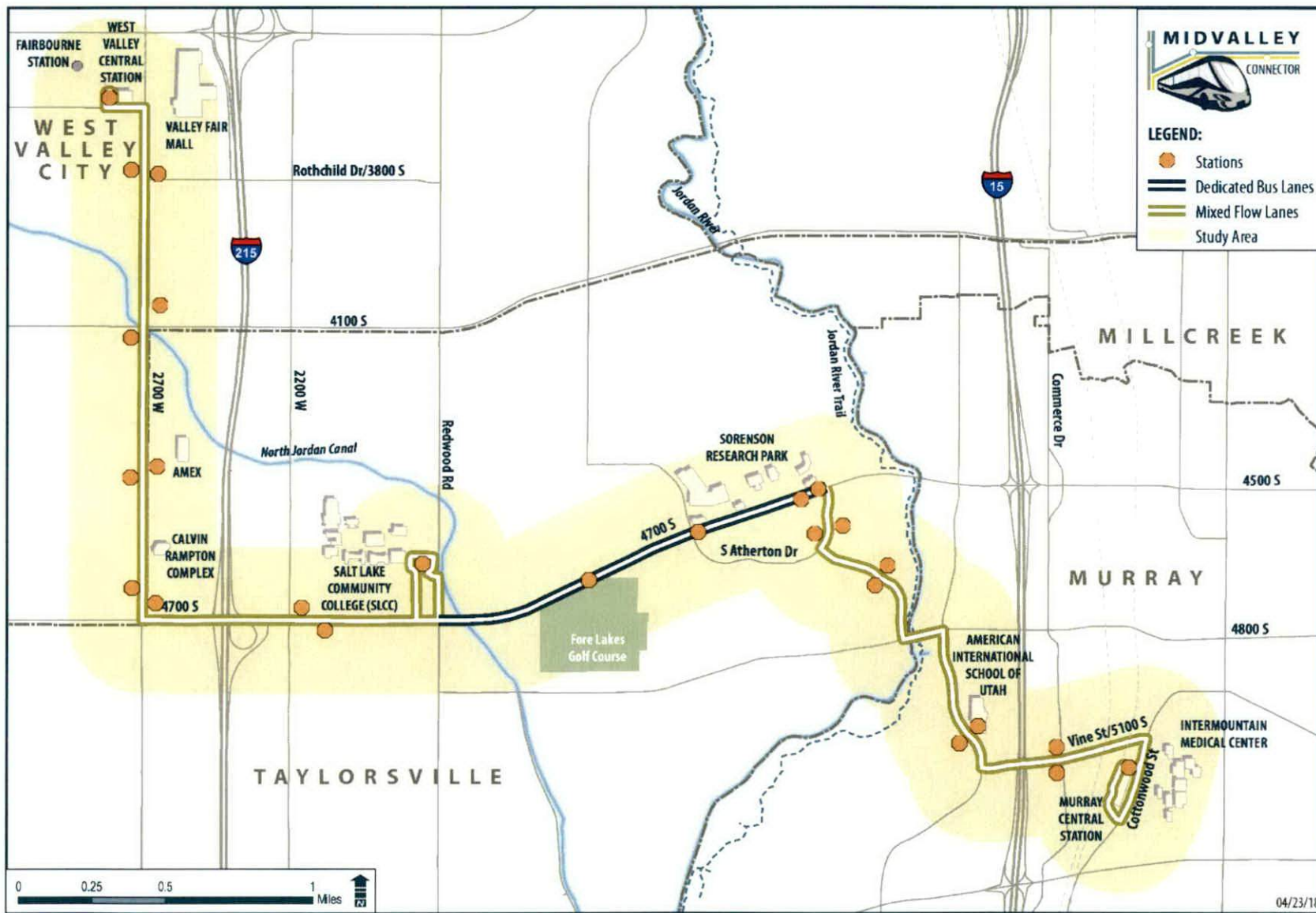
MURRAY CITY MUNICIPAL COUNCIL

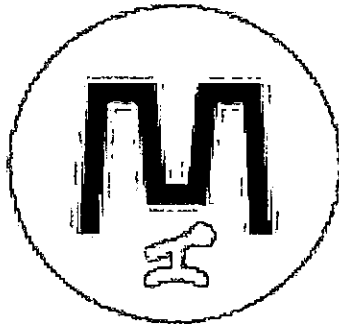
Dave Nicponski, Chair

ATTEST:

Jennifer Kennedy
City Recorder

Midvalley Connector Bus Rapid Transit Locally Preferred Alternative





MURRAY
CITY COUNCIL

New Business Item #5



MURRAY

Fire Department


Jon Harris

Modification to Murray City Ordinance Ch. 15.24 Fire Code.

Council Action Request

Council Meeting

Meeting Date: April 16, 2019

Department Director Jon Harris	Purpose of Proposal Modification to Murray City Ordinance Chapter 15.24 related to the fire code.
Phone # 801-264-2786	Action Requested Consideration of proposed changes to Murray City Ordinance Chapter 15.24, relating to the fire code.
Presenters Mike Dykman Joey Mittelman	Attachments Proposed ordinance changes
	Budget Impact None.
Required Time for Presentation	Description of this Item The current Murray City Ordinance Chapter 15.24 Fire Code is old and needs to be updated. We would like to make a 10 minute presentation to the Committee of the Whole on 4/2/19, followed by a 10 minute presentation at the City Council Meeting on 4/16/19.
Is This Time Sensitive Yes	The attorney's office has requested this item be heard in April.
Mayor's Approval 	
Date April 5, 2019	



ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 15.24 OF THE MURRAY CITY
MUNICIPAL CODE RELATED TO THE FIRE CODE

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this ordinance is to amend Chapter 15.24 of the Murray City Municipal Code relating to the fire code.

Section 2. Amend Chapter 15.24. of the Murray City Municipal Code. Chapter 15.24 of the Murray City Municipal Code shall be amended to read as follows:

Chapter 15.24
FIRE CODE

15.24.010: INTERNATIONAL FIRE CODE ADOPTED:

The International Fire Code and appendices, as promulgated by the International Fire Code Institute and adopted by the Utah State Fire Prevention Board, is, pursuant to State law, applicable in its entirety in the City, ~~except for the following additions, amendments, exceptions and exclusions. The City also adopts national standards pursuant to state law.:~~

~~A. 1. The following appendices are adopted in their entirety: appendices B, C, E, F, and G.~~

~~2. Appendix D, sections 103.5, 103.6 and 103.1 of appendix D, are adopted in part. Sections 103.5, 103.6 and 103.1, as amended hereunder, shall be required.~~

~~B. 103.1 Exception. Section 103.1 of appendix D shall include the additional requirement that lanes 250' in length or less may be reduced to 20' in width.~~

~~C. Chapter 1 of the international fire code is amended by adding section 105.8 pertaining to fee calculations for issuance of permits. Pursuant to section 105, the fee calculations for the issuance of permits shall read as follows:~~

~~Section 105.8 Fee Calculation:~~

15.24.020: FEES:

The following fees shall be collected prior to the issuance of any permit issued pursuant to ~~this~~ section 105-8 of the is International Fire eCode:

Interior lining of below ground storage tanks	\$250.00 per site
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LPG (liquified petroleum gas) installations	\$60.00 per site
Medical gas	\$50.00
Public fireworks display	\$60.00
Fuel storage tank installation - above ground	\$60.00
Fuel storage tank installation or removal - below ground	\$250.00
Smoke removal	\$50.00
Tents and canopies	\$25.00
Fire alarm systems	\$100.00 <6,000 square feet
	\$150.00 >6,000 square feet
Commercial cooking, fire suppression systems	\$100.00
Paint booths	\$100.00

15.24.030: VIOLATIONS AND PENALTIES:

~~D. Section 109.3 of the International Fire Code related to~~ violations and penalties shall read as follows:

~~It is a class B misdemeanor for any person to violate any provision of this code, including, without limitation, (1) the failing to comply with any of the requirements thereof; or (2) erecting, installing, altering, repairing or doing work in violation of the approved construction documents or the directives of the code official; or (3) otherwise violating the conditions of a permit or certificate use under provisions of this code. Each day a violation continues after due notice has been served shall be deemed a separate offense. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provision of this code, shall be guilty of a class B misdemeanor, punishable by a fine of not more than \$1,000.00 or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

~~E. Section 903.2.12.3 of section 903 is amended to read as follows:~~

~~An automatic fire sprinkler system shall be installed throughout in any building having a height of three or more stories regardless of the building's occupancy classification or type of construction.~~

F. Chapter 903 is amended by adding sections 903.7, 903.8, 903.9, 903.10 and 903.11 pertaining to automatic fire sprinklers, and shall read as follows:

903.7 An automatic fire sprinkler system shall be installed in all buildings classified as group B, F-1, F-2, M, S-1 and S-2 occupancies of type III, IV, and V construction where the floor area exceeds 6,000 square feet on any floor or 12,000 square feet on all floors. The area of the mezzanines shall be included in determining the area where sprinklers are required.

903.8 Basements. An automatic fire sprinkler system shall be installed in basements classified as group B, F-1, F-2, M, S-1 and S-2 occupancies when the basement exceeds 1,500 square feet in floor area. All other occupancy groups shall comply with the requirements of and meet the intent of sections 903.2.12.1 through 903.2.12.3.

903.9 Modifications. An automatic fire sprinkler system shall be installed in an existing building classified group B, F-1, F-2, M, S-1 and S-2 occupancies, type III, IV, or V construction, when:

(i) One half or more of the total square footage of the building is remodeled or modified; or

(ii) The building, following any enlargement or addition, would meet the description of section 903.7.

903.10 An exterior control valve shall be installed on all automatic fire sprinkler systems. The control valve shall be of a wall mount or a post indicating type valve and comply with the requirements of section 903.4, sprinkler system monitoring and alarms.

903.11 Buildings Two Or More Stories. An automatic fire sprinkler system above the first story and 6,000 square feet or greater, shall be provided with a control valve and flow switch for each floor above the first story to indicate water flow on each floor. When an automatic fire sprinkler system is installed in buildings two or more stories in height, and the area protected is 6,000 square feet or greater per floor, a control valve and flow switch shall be provided for each floor above the first to indicate water flow on each individual floor. Each control valve shall be equipped with a tamper alarm switch.

G. Chapter 2206 is adopted with the following amendments:

1. Subsection 2206.2.3(1), 2206.2.3(2) above ground tank design are amended to read as follows:

2206.2.3(1) General. Protected above ground tanks shall be listed and shall meet the requirements specified in chapter 34, 35 and UL 2085, and shall be labeled accordingly, and shall be a type approved by the City Fire Department.

2206.2.3(2) Size. Tanks containing class I liquids shall not exceed 6,000 gallon total capacity in a maximum of two tanks per site. Tanks containing class II or class III liquids shall not exceed 12,000 gallon individual capacity, aggregate quantities of all classes of liquids shall not exceed 18,000 gallons per site.

H. Subsection 2206.2.3 of section 2206 installation of tanks 2206.2.3 is amended by adding the following subsection 2206.2.3(4) to read as follows:

~~No tank shall be located within 100 feet of any residential zoning district and no tank shall be located within 50 feet of any group A, group E or group M occupancy.~~

~~I. Subsection 3404.2.9.5.1 of section 3404.2 is amended to read as follows:~~

~~3404.2.9.5.1 Locations where above ground tanks are prohibited. Storage of class I and class II liquids in above ground tanks outside buildings is prohibited in all residential zones.~~

~~Tanks located in zoning districts O-S, A-1, G-O, C-N-C and H shall not exceed a 500 gallon liquid capacity per tank, and no more than two tanks per site are allowed.~~

~~Tanks located in zoning districts C-D-C shall not exceed a 500 gallon liquid capacity per tank, and no more than two tanks per site are allowed.~~

~~Tanks located in zoning district M-G-C with a capacity greater than 100 gallons shall be protected type tanks meeting UL standard 2085 and approved by the fire department (refer to chapter 45, referenced standards).~~

15.24.0240: APPEALS:

A. An applicant may appeal a decision of the Fire Marshal:

1. If the Fire Marshal denies an application or refuses to grant a permit;
2. When it is claimed that the provisions of the Code do not apply; or
3. When it is claimed that the true intent and meaning of the Code has been misconstrued or wrongly interpreted.

B. The applicant must appeal the decision in writing to the City Fire Chief within thirty (30) days from the date of the decision. An appeal shall set forth the specific grounds for the appeal. The appealing party has the burden of providing proof that the appeal should be granted. The appeal shall be conducted as an informal administrative hearing.

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

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

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST:

Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2019.

D. Blair Camp, Mayor

ATTEST:

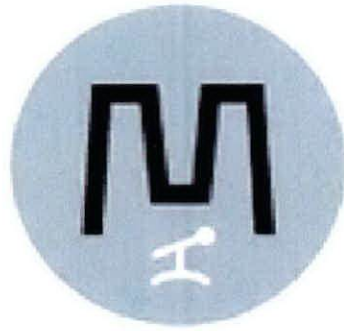
Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance, or a summary hereof, was published according to

law on the ____ day of _____, 2019.

Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

New Business Item #6



MURRAY


Parks and Recreation Department

Cemetery Fee Increases

Council Action Request

Council Meeting

Meeting Date: April 16, 2019

Department Director Kim Sorensen Phone # 801-264-2619 Presenters Kim Sorensen Required Time for Presentation Is This Time Sensitive No Mayor's Approval  Date April 5, 2019	Purpose of Proposal Consideration of an ordinance for cemetery fee increases Action Requested Cemetery fee adjustments Attachments Ordinance amending cemetery fees Budget Impact Positive impact on cemetery revenue Description of this Item Staff is recommending an increase in fees charged for burial services and cremation niches at the Murray Cemetery. This item was discussed in committee of the whole on April 2, 2019. We propose adopting fee adjustments prior to the completion of new cremation niche spaces at the Murray Cemetery.
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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 13.40.050(D) OF THE MURRAY CITY MUNICIPAL CODE CHANGING FEES IN THE MURRAY CITY CEMETERY.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this Ordinance is to amend Section 13.40.050(D) of the Murray City Municipal Code changing fees in the Murray City Cemetery.

Section 2. Amendment of Section 13.04.050(D) of the Murray City Municipal Code changing fees in the Murray City Cemetery. Section 13.40.050(D) of the Murray City Municipal Code shall be amended to read as follows:

13.40.050: PURCHASE OF LOTS AND FEES IN CITY CEMETERY:

D. The rate schedule for the City cemetery lots and perpetual care is as follows:

	Resident Fee	Nonresident Fee	Resident Perpetual Care Fee
Disinterment:			
Standard and monument lot	\$1,000.00 <u>\$1,300.00</u>	\$1,300.00	n/a
Re-burial to Double depth lot	1,300.00 <u>\$2,000.00</u>	1,600.00 <u>\$2,000.00</u>	n/a
Infant and cremains lot	200.00	300.00	n/a
Lot:			
Standard	n/a	n/a	\$ 900.00

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Monument	n/a	n/a	1,200.00
Infant and remains	n/a	n/a	200.00
Marker inspection fee	\$ 50.00	\$50.00	n/a
Niche:			
Lettering for niche	150.00 <u>\$200.00</u>	n/a <u>\$200.00</u>	n/a
<u>Opening and Closing</u>	<u>\$100.00</u>	<u>\$100.00</u>	
Niche for remains	n/a	n/a	\$650.00 <u>Resident Fee = \$800.00</u> <u>Non-Resident Fee = \$900</u>
Opening and closing:			
Standard and monument lot	\$500.00	\$750.00	n/a
Double depth lot	\$700.00 <u>\$750.00</u> for the first and \$500.00 for the second	\$1,000.00 for the first and \$750.00 for the second	n/a
Infant and remains lot	\$200.00	\$300.00	n/a
After 3:00 P.M.	\$100.00/hour	\$100.00/hour	n/a
Weekend and holidays	\$100.00/hour with 3 hour minimum	\$100.00/hour with 3 hour minimum	n/a
Title transfer or duplicate title fee	\$40.00	\$50.00	n/a

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

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on
this _____ day of _____, 20____.

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
_____, 20____.

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 20____.

D. Blair Camp, Mayor

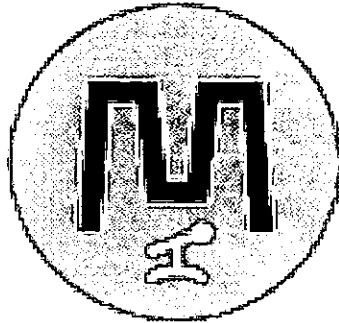
ATTEST:

Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

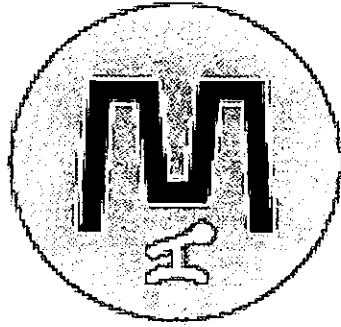
I hereby certify that this Ordinance or a summary hereof was published according to law on the ____ day of _____, 20____.

Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment