

MURRAY
CITY COUNCIL

Council Meeting June 18, 2019



Murray City Municipal Council

Notice of Meeting

June 18, 2019

Murray City Center

5025 South State Street, Murray, Utah 84107

Meeting Agenda - Revised

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

Approval of Minutes

Committee of the Whole – March 19, 2019

Discussion Items

1. Reports from Representatives to Interlocal Boards and Commissions (5 minutes each)
 - a. Valley Emergency Communications Center - Doug Hill
 - b. Metro Fire - Doug Hill
 - c. UCLT Legislative Policy Committee - Dale Cox
 - d. Association of Municipal Councils - Brett Hales
 - e. Central Valley Water Reclamation - Jim Brass
 - f. Wasatch Front Waste & Recycling District - Jim Brass
 - g. Murray Area Chamber of Commerce - Jim Brass
2. Zone Map Amendment 770 E. Vine Street – Melinda Greenwood (10 minutes)
3. UDOT Transportation Funds – Mayor Camp, Danny Astill, Brenda Moore (10 minutes)
4. Justice Court Prisoner Transportation – Mayor Camp, G.L. Critchfield (10 minutes)

Announcements

Adjournment

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

6:30 p.m. **Council Meeting** – Council Chambers
Jim Brass conducting.

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

Council Meeting – June 4, 2019

Special Recognition

1. Murray City Council **Employee of the Month, Janet Rowland**, CRS Billing Editor, Utility

Billing – Brett Hales and Brenda Moore presenting.

Citizen Comments

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

Consent Agenda

1. Consider confirmation of the Mayor's appointment of **Dustin P. Lewis** to the Murray Library Board of Trustees representing District 2 for a three-year term to expire June 30, 2022.
2. Consider confirmation of the Mayor's reappointment of **Sage Fitch** to the Murray Library Board of Trustees representing District 3 for a three-year term to expire June 30, 2022.
3. Consider confirmation of the Mayor's reappointment of **Brent Gardner** to the Murray Library Board of Trustees representing District 4 for a three-year term to expire June 30, 2022.
4. Consider confirmation of the Mayor's appointment of **David Hunter** to the Murray City Center District Design Review Committee to fill a vacated position for a term that expires January 1, 2020.
Mayor Camp presenting.

Public Hearings

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

1. Consider an ordinance amending the City's Fiscal Year 2018 – 2019 Budget. Brenda Moore presenting.
2. *Continued from June 4, 2019*
Consider an ordinance adopting the transfer of monies from enterprise funds to other city funds. Brenda Moore presenting.
3. *Continued from June 4, 2019*
Consider an ordinance adopting the Final 2019 – 2020 Fiscal Year Budgets for Murray City including the Library Fund Budget. Brenda Moore presenting.
4. Consider an ordinance amending the *Murray City Standard Land Use Code* and Sections 17.146.040, 17.152.030, 17.160.030, 17.168.050F, and 17.173.030 of the *Murray City Municipal Code* relating to indoor farming. Melinda Greenwood presenting; Chihan Kim applicant.

Business Items

1. Consider an ordinance adopting the rate of tax levies for the fiscal year commencing July 1, 2019 and ending June 30, 2020. Brenda Moore presenting.
2. Consider a resolution approving a Public Entity Resolution authorizing certain employees to access and transact with City Public Treasurer's Investment Fund (PTIF) accounts. Brenda Moore presenting.

3. Consider a resolution approving a Pass Through Funds Agreement between Murray City ("City") and the Utah Department of Transportation ("UDOT") for highway improvements to 5600 South from State Street to Van Winkle. Danny Astill and Brenda Moore presenting.
4. Consider a resolution authorizing an Interlocal Cooperation Agreement between Salt Lake County and the City for prisoner transportation to and from the Murray City Municipal Justice Court. G.L. Critchfield presenting.
5. Consider a resolution approving an agreement between the City, the Redevelopment Agency of Murray City, and Salt Lake Neighborhood Housing Services DBA NeighborWorks Salt Lake. Melinda Greenwood and Jim McNulty presenting.

Mayor's Report and Questions

Adjournment

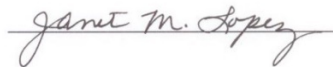
NOTICE

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

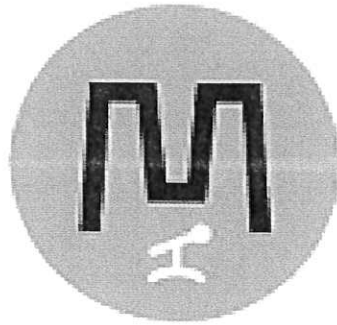
SPECIAL ACCOMMODATIONS FOR THE HEARING OR VISUALLY IMPAIRED WILL BE MADE UPON A REQUEST TO THE OFFICE OF THE MURRAY CITY RECORDER (801-264-2663). WE WOULD APPRECIATE NOTIFICATION TWO WORKING DAYS PRIOR TO THE MEETING. TDD NUMBER IS 801-270-2425 or call Relay Utah at #711.

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

On Friday, June 14, 2019, at 11:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov and the state noticing website at <http://pmn.utah.gov>.



Janet M. Lopez
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole



MURRAY
CITY COUNCIL

Committee of the Whole Minutes



MURRAY
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DRAFT

MURRAY CITY MUNICIPAL COUNCIL COMMITTEE OF THE WHOLE

The Murray City Municipal Council met as a Committee of the Whole on Tuesday, March 19, 2019 in the Murray City Center, Conference Room #107, 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 |
| Jennifer Heaps | Comm. & PR Director | Pattie Johnson | Council Office |
| Melinda Greenwood | CED Director | Doug Hill | Chief Admin Officer |
| Kim Sorensen | Parks and Rec. Director | John Pearson | Golf Course |
| Brenda Moore | Finance | Rob White | IT Director |
| Jann Cox | Resident | Jennifer Brass | Resident |
| Kat Martinez | Resident | | |

Mr. Nicponski called the Committee of the Whole meeting to order at 6:00 p.m.

Discussion Items

Parkway Golf Fund Discussion – G.L. Critchfield and Kim Sorensen

Mr. Sorensen discussed issues related to future funding, due to subsidies and loans, and led a discussion about whether the Golf Fund should remain an enterprise fund. Council Director, Ms. Lopez, provided six questions from the council for Mr. Sorensen to address, so a wise decision could be formulated. Questions were discussed as follows:

1. Are rounds of golf increasing or decreasing? Mr. Sorensen explained:
 - Over the last 5-10 years, the number of golf-rounds per year, remains consistent.

- For the last five years, the average number of 9-Hole-rounds per-year was 63,241. The highest number was 67,208 in 2013, the lowest total was 58,721, and last year 63,411 rounds were played. All calculation fell within 200-rounds compared to the average. (Mr. Sorensen noted calculations were based on 9-holes of golf - not 18.)

Mr. Nicponski wondered if attendance decreased during irrigation replacement. Mr. Pearson noted the project began on September 1, 2016 and was complete in the spring of 2017, and it was necessary to close a certain number of holes at a time while the project was underway. This made it challenging for golfers to play a total of 18 holes in one day, and typically, only 15 to 17 holes could be achieved. Although, attendance was good, the sport would never be as it was in the 90's. In addition, he confirmed 2,000 rounds occurred during January and February of 2018, but only 101 rounds occurred this January and February. Mr. Sorensen confirmed and said changes in weather, like very hot temperatures in July also impact attendance.

2. Would the trend continue? Mr. Sorensen believed the trend of approximately 60,000 rounds per year would remain - as patterned over ten years' time.

Mr. Nicponski wondered if this amount of business would carry the enterprise fund or would a subsidy from the GF (General Fund) always be necessary. Mr. Sorensen confirmed the Golf Fund could not sustain itself, based on the past; funding from the GF was estimated at \$150,000 in 2019 and about \$370,000 in 2018, due to equipment purchases, including carts. The fund could not break even.

3. Are fees appropriate, or could they be adjusted? Mr. Pearson was in the process of comparing fees with other golf courses but noted Murray Parkway fees are currently lower than other golf courses. Therefore, fees could be adjusted up \$1, as well as, for golf cart rentals. A fee increase proposal would be coming to the council by the end of the year as suggested.

Mr. Hales wondered if a one-dollar increase would benefit, or would it cause a decrease in attendance. Mr. Sorensen said with 60,000-rounds per year, one dollar would provide \$60,000 more in revenue per year, in addition to increased revenue from cart rentals. Mr. Pearson said the Murray Parkway would still remain comparatively lower in price, in mid-range, if a \$1 increase occurred in green fees and cart charges, revenue would increase approximately \$106,000. He thought most patrons would not be alarmed because guests realized the increase would still mean a lower green fee compared to other popular golf courses in the valley.

4. Are there any special events that could increase rounds and revenue? Mr. Sorensen said Mr. Pearson did well to promote leagues, including youth leagues to encourage interest on slow Saturday afternoons, and he organized co-ed leagues during other slow times on hot afternoons from 1:00 p.m. to 5:00 p.m. He was not sure what else could be done. Mr. Pearson confirmed high temperatures create slow periods; most people enjoy golfing in early hours before the heat, and later in evenings.

Mr. Nicponski noted the annual budget was \$1.6 million, and the subsidy from the GF was estimated at \$150,000 annually. He proposed whether the Golf Fund should be maintained as an enterprise fund or be dissolved and become part of the GE. He noted one major caveat to that change, would

be the GF would need to pay off all Golf Fund loans. Mr. Sorensen confirmed balances still remain with both the Water Fund and the Power Fund as follows:

- A balance of \$136, 587 owed to the Water Fund – Loan was used to purchase new golf carts. (to be paid off in FY 2022)
- A balance of \$964,772 owed to the Power Fund – Loan utilized for the irrigation system. (to be paid off in FY 2029)

Mr. Sorensen explained legally a GF cannot give money to enterprise funds, so the total debt of \$1.1 million, could never come from the GF.

Mr. Critchfield confirmed the city would either need to purchase the golf course or forgive all Golf Fund loans to solve the debt issue.

Mr. Brass thought with that being said, the Golf Fund should be left as an enterprise fund. He was concerned the term *subsidize*, was causing issues, which was a true transaction; however, he reminded everyone, the recreation center for example, was subsidized \$600,000 this year. Therefore, he thought the annual \$150,000 subsidy to the Golf Fund was a bargain that provided acres of green space in the city. He said even though the Murray Parkway was not currently turning a profit, it would cost the city much more money to maintain the grounds and this could eventually lead to a closure. He would rather see the golf course stay open provided by the subsidy, than see it lost and replaced with a housing project. By leaving it as an Enterprise Fund the city staff would not have to worry about all that.

Mr. Sorensen said the Murray Parkway generated funding for the construction of the Jordan Parkway trail years ago. Mr. Brass confirmed the cost was \$6 million. Mr. Sorensen agreed the golf course also paid staff to provide maintenance along the trail. Therefore, with today's value of having the trail, and if the golf course still operated as it once did, there would be no discussion today related to subsidies. Mr. Brass said it was a 60-year subsidy when golf course paid for the cost of the trail, which was a steal.

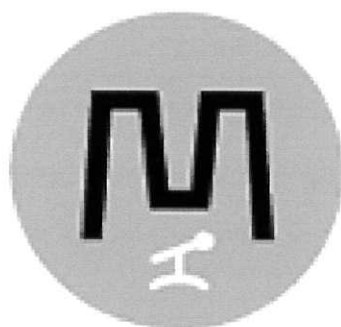
Mr. Cox thought transparency was well established in the way the Golf Fund was currently set up – as an enterprise fund; a money trail was easy to follow; transfers were visible, and costs well documented; he agreed with Mr. Brass. He thought the closing golf courses usually generated more parks that may cause great interest; however, parks provide zero revenue. In addition, he thought providing jobs that create revenue was essential for drawing people into Murray.

Mr. Nicponski concluded the Golf Fund was operating fine, the golf course was doing well, and it all should be left as it is. There was a consensus among council members to let the Golf Fund remain an enterprise fund.

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

Adjournment: 6:18 p.m.

Pattie Johnson
Council Office Administrator II



MURRAY
CITY COUNCIL

Discussion Item #1



MURRAY

City Council

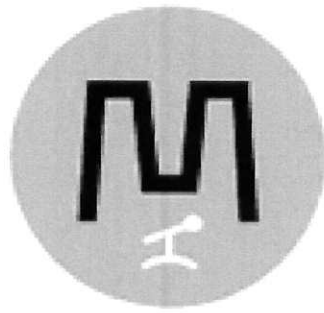
Board and Commission Reports

Council Action Request

Committee of the Whole

Meeting Date: June 18, 2019

| | |
|--|--|
| Department Director Janet Lopez Phone # 801-264-2622 Presenters As Listed. | Purpose of Proposal Reports from Representatives to Interlocal Entities. (Five minutes each.) Action Requested Informational only. Attachments None. Budget Impact None. |
| Required Time for Presentation 35 Minutes Is This Time Sensitive No Mayor's Approval Date June 6, 2019 | Description of this Item a. Valley Emergency Communications Center - Doug Hill b. Metro Fire - Doug Hill c. UCLT Legislative Policy Committee - Dale Cox d. Association of Municipal Councils - Brett Hales e. Central Valley Water Reclamation - Jim Brass f. Wasatch Front Waste & Recycling District - Jim Brass g. Murray Area Chamber of Commerce - Jim Brass |



MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY


Community & Economic Development

Discussion on zone map amendment

Council Action Request

Committee of the Whole

Meeting Date: June 18, 2019

| | |
|---|--|
| Department Director Melinda Greenwood Phone # 801-270-2428 Presenters Melinda Greenwood Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval  Date June 4, 2019 | Purpose of Proposal Zone map amendment request for property located at 770 E. Vine Street, from R-1-8 to R-1-6 Action Requested Discussion only Attachments Presentation documents Budget Impact None Description of this Item The property owners of the parcel at 770 E. Vine Street have requested a zone map amendment from R-1-8 to R-1-6. Staff has made a recommendation of denial of the zone map amendment. |
|---|--|

PLANNING COMMISSION MEETING

May 2, 2019

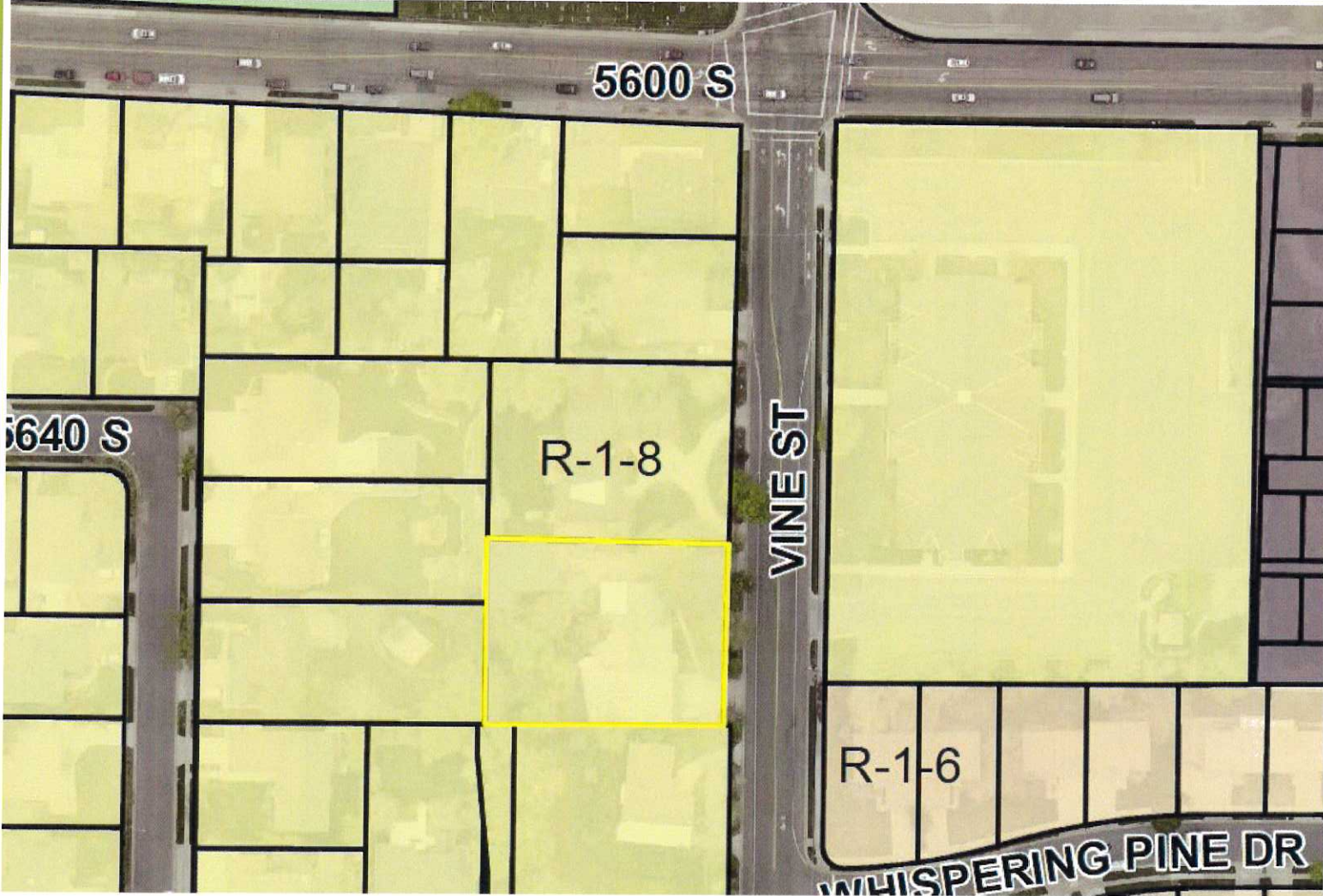


Sunny Vines Zone Map Amendment from R-1-8 to R-1-6

770 East Vine Street







5600 S

Future Land Use Categories

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

Future Land
Use Map





Looking west across Vine Street at the subject property.





In addition to a variance for front yard setbacks, any subdivision would also require a variance to the rear yard setback requirement, and to the side yard setback on the north property line.



Looking west at the south property line. The duplex building appears to be located directly on the property line, with no setback.



Looking west at the rear building. Given the location of the duplex and the rear building, any subdivision between them would require variances to the rear setback of the duplex and the front setback of the rear building.



Findings

1. The rezoning of the property to R-1-6 is supported by the Future Land Use Map designation of Low Density Residential, however; the applicant's intended purpose in seeking the change of zoning conflicts with the purpose of "encouraging residential development with is single-family detached in character".
2. The requested rezoning has been carefully considered based on the characteristics of the site and surrounding area and the policies and objectives of the 2017 Murray City General Plan. While the Future Land Use Map would support the rezone, the property would represent an isolated parcel zoned differently from all those surrounding it.
3. The proposed amendment to the Zoning Map from R-1-8 to R-1-6 is not in harmony with the established pattern of zoning and development surrounding the subject property.
4. The rezone has been requested in support of potential requests for several inappropriate variances and a subdivision that Staff cannot support. Staff finds that if approved, the variances and subdivision would have negative impacts to the surrounding properties.



Staff Recommendation

Staff recommends that the Planning Commission forward a recommendation of DENIAL to the City Council for the requested amendment to the Zoning Map designation for the property located at 770 East Vine Street from R-1-8, Single-Family Residential to R-1-6, Single-Family Residential.





MURRAY
CITY COUNCIL

Discussion Item #3



MURRAY


Public Works

Pass Through Funds Agreement Between UDOT and Murray City

Council Action Request

Committee of the Whole & City Council Meeting

Meeting Date: June 18, 2019

| | |
|--|---|
| Department Director Danny Astill | Purpose of Proposal Information and discussion about receiving UDOT Pass Through Funds. |
| Phone # 801-270-2404 | Action Requested Discussion and action by the Council to receive UDOT Pass Through Funds. |
| Presenters Danny Astill Brenda Moore | Attachments Copy of SB 268, Pass Through Funds Agreement, Murray City Project Description, Resolution |
| Required Time for Presentation 10 Minutes | Budget Impact Addition of \$1 million for a transportation project identified as 5600 South, from State Street to Van Winkle Expressway. |
| Is This Time Sensitive Yes | Description of this Item During the 2019 legislative session Murray City was considered to receive a one-time funding award for a transportation project. The 5600 South road project was quickly identified and included in SB 268, lines 357-358, with a total allocation of \$1 million to the city for this project. UDOT has contacted us and would like to begin the project as soon as possible. |
| Mayor's Approval  | The \$1 million awarded will not cover the costs of the entire project; therefore, we will begin work at State Street and progress eastward until the funds are exhausted. Additionally, we will make applications for additional funds from the Transportation Choice and Wasatch Front Regional Council to assist in completing the entire corridor. |
| Date June 4, 2019 | |

A RESOLUTION APPROVING A PASS THROUGH FUNDS AGREEMENT
BETWEEN MURRAY CITY ("CITY") AND THE UTAH DEPARTMENT OF
TRANSPORTATION ("UDOT") FOR HIGHWAY IMPROVEMENTS TO 5600
SOUTH FROM STATE STREET TO VAN WINKLE.

WHEREAS, the City and UDOT are public agencies as defined in the
Interlocal Cooperation Act, UTAH CODE ANN. § 11- 13- 101, et seq., (the " Act"); and

WHEREAS, the City and UDOT are authorized by the Act to enter into
agreements with each other for the purpose of enabling them to make the most efficient
use of their resources; and

WHEREAS, 2019 Senate Bill 268 (lines 357 – 358) allocates One Million Dollars
(\$ 1, 000,000) to the City as pass-through funding from the Fiscal Year 2018 – 2019
special revenue fund within the Transportation Fund known as the County of the First
Class Highway Projects Fund for highway improvements to 5600 South from State
Street to Van Winkle; and

WHEREAS, UTAH CODE ANN. § 63J- 1- 220(2) mandates that UDOT may not
provide the City with State pass through funding until a written agreement is executed;
and

WHEREAS, the written agreement must require the City to provide a written
description and itemized expenditure at least annually detailing the expenditure of the
State money or the intended expenditure of any State money that has not been spent
and a final written itemized report when all the State money is spent; and

WHEREAS, the City and UDOT desire to enter into the Agreement to comply
with the requirements of UTAH CODE ANN. § 63J- 1- 220(2).

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

1. It hereby approves the Pass Through Funds Agreement between the City and
UDOT for highway funding in substantially the form attached hereto.
2. The Pass Through Funds Agreement is in the best interest of the City.
3. Mayor D. Blair Camp is hereby authorized to execute the Agreement on behalf of
City and act in accordance with its terms.
4. This Resolution shall take effect immediately upon passage.

DATED this ____ day of _____, 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST

Jennifer Kennedy, City Recorder

PASS THROUGH FUNDS AGREEMENT

This PASS THROUGH FUNDS AGREEMENT ("Agreement") is entered into between the Utah Department of Transportation ("UDOT"), an agency of the State of Utah and Murray City ("City"), a political subdivision of the State of Utah.

RECITALS

Whereas, the 2019 S.B. 268, lines 357 to 358, allocates a total of \$1,000,000 to the City.

Whereas, Utah Code Section 63J-1-220(2) mandates that the state agency, UDOT, not provide the City with state pass through funding unless an agreement is executed. In addition, the agreement must require the City provide a written description and itemized report at least annually detailing the expenditure of the state money or the intended expenditure of any state money that has not been spent and a final written itemized report when all the state money is spent; and

Whereas, this Agreement is written to comply with Utah Code Section 63J-1-220(2).

AGREEMENT

The parties agree as follows:

1. By June 30, 2019 and for 2018-2019 fiscal year only, UDOT will transfer \$1,000,000 for highway improvements to 5600 South from State Street to Van Winkle to the City. UDOT will only transfer the funds after it has verified that the amount required under Subsection 72-2-121(4)(c) is available in the funds and after the transfer under Subsection (4)(e), the payment under subsection (4)(f), and the transfers under Subsections 4(j) through (l) have been made.

2. Upon spending all the state money, the City will provide UDOT with a final written itemized report detailing where the money has been spent. If the money is not spent in FY 2018-19, the City will provide a written description and an itemized report at least annually detailing the expenditure of the state money or the intended expenditure of any state money that has not been spent.

3. The City will only spend the money for the purposes as directed in paragraph one.

4. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of this Agreement at the request of the other party.

5. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

6. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No

subsequent modification or amendments will be valid unless in writing and signed by both parties.

7. Each party represents that it has the authority to enter into this Agreement and the Agreement may be signed in counterparts.

MURRAY CITY

By: _____
Title: _____
Date: _____

Approved as to form:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Title: _____
Date: _____



MURRAY CITY CORPORATION
PUBLIC SERVICES

801-270-2400 FAX 801-270-2414

May 24, 2019

UDOT
4501 South 2700 West
Salt Lake City, UT 84129
Attn: Becky Bradshaw

RE: Pass Through Funds Agreement for 5600 South

Becky Bradshaw,

Per the 2019 S.B. 268, lines 357 to 358, monies in the amount of \$1,000,000.00 have been allocated to Murray City for 5600 South from State Street to the Van Winkle Expressway. This memo is intended to meet the requirements of a written description detailing how Murray City intends to use the funds provided.

The funding provided will be used to perform a 2" mill and 3" asphalt overlay of 5600 South from State Street to 900 East. This will include pedestrian access improvements and repair of curb and gutter and sidewalks. The signals at 5600 South and Fashion Boulevard as well as at 5600 South and Vine Street have several issues the City wishes to address; chiefly among them will be the inclusion of radar detection and pedestrian push button poles. Some funds are expected to be remaining after the work to 900 East is completed. The City will utilize the remainder to perform curb and gutter repair and resurfacing from 900 East to 1300 East to the extent that funding will permit.

Sincerely,

J. Trae Stokes, PE

City Engineer, Murray City
801-270-2401

TRANSPORTATION INFRASTRUCTURE BOND AMENDMENTS

2019 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Kirk A. Cullimore

House Sponsor: Francis D. Gibson

LONG TITLE

General Description:

This bill modifies provisions related to transportation bond authorizations.

Highlighted Provisions:

This bill:

- ▶ amends provisions related to bond authority for certain bonds and specifies how certain bond proceeds may be used to provide funding for certain projects;
- ▶ amends provisions regarding the County of the First Class Highway Projects Fund to provide certain funding for infrastructure development; and
- ▶ makes technical changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

63B-18-401, as last amended by Laws of Utah 2013, Chapter 389

63B-27-101, as last amended by Laws of Utah 2018, Chapter 280

72-2-121, as last amended by Laws of Utah 2018, Chapters 403 and 424

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **63B-18-401** is amended to read:

63B-18-401. Highway bonds -- Maximum amount -- Use of proceeds for highway

30 projects.

31 (1) (a) The total amount of bonds issued under this section may not exceed
32 \$2,077,000,000.

33 (b) When the Department of Transportation certifies to the commission that the
34 requirements of Subsection 72-2-124(5) have been met and certifies the amount of bond
35 proceeds that it needs to provide funding for the projects described in Subsection (2) for the
36 next fiscal year, the commission may issue and sell general obligation bonds in an amount
37 equal to the certified amount plus costs of issuance.

38 (2) Except as provided in Subsections (3) and (4), proceeds from the issuance of bonds
39 shall be provided to the Department of Transportation to pay all or part of the costs of the
40 following state highway construction or reconstruction projects:

41 (a) Interstate 15 reconstruction in Utah County;

42 (b) the Mountain View Corridor;

43 (c) the Southern Parkway; and

44 (d) state and federal highways prioritized by the Transportation Commission through:

45 (i) the prioritization process for new transportation capacity projects adopted under
46 Section 72-1-304; or

47 (ii) the state highway construction program.

48 (3) (a) Except as provided in Subsection (5), the bond proceeds issued under this
49 section shall be provided to the Department of Transportation.

50 (b) The Department of Transportation shall use bond proceeds and the funds provided
51 to it under Section 72-2-124 to pay for the costs of right-of-way acquisition, construction,
52 reconstruction, renovations, or improvements to the following highways:

53 (i) \$35 million to add highway capacity on I-15 south of the Spanish Fork Main Street
54 interchange to Payson;

55 (ii) \$28 million for improvements to Riverdale Road in Ogden;

56 (iii) \$1 million for intersection improvements on S.R. 36 at South Mountain Road;

57 (iv) \$2 million for capacity enhancements on S.R. 248 between Sidewinder Drive and

Richardson Flat Road;

(v) \$12 million for Vineyard Connector from 800 North Geneva Road to Lake Shore Road;

(vi) \$7 million for 2600 South interchange modifications in Woods Cross;

(vii) \$9 million for reconfiguring the 1100 South interchange on I-15 in Box Elder County;

(viii) \$18 million for the Provo west-side connector;

(ix) \$8 million for interchange modifications on I-15 in the Layton area;

(x) \$3,000,000 for an energy corridor study and environmental review for improvements in the Uintah Basin;

(xi) \$2,000,000 for highway improvements to Harrison Boulevard in Ogden City;

(xii) \$2,500,000 to be provided to Tooele City for roads around the Utah State University campus to create improved access to an institution of higher education;

(xiii) \$3,000,000 to be provided to the Utah Office of Tourism within the Governor's Office of Economic Development for transportation infrastructure improvements associated with annual tourism events that have:

(A) a significant economic development impact within the state; and

(B) significant needs for congestion mitigation;

(xiv) \$4,500,000 to be provided to the Governor's Office of Economic Development for transportation infrastructure acquisitions and improvements that have a significant economic development impact within the state;

(xv) \$125,000,000 to pay all or part of the costs of state and federal highway construction or reconstruction projects prioritized by the Transportation Commission through the prioritization process for new transportation capacity projects adopted under Section 72-1-304; [and]

(xvi) \$10,000,000 for the Transportation Fund to pay all or part of the costs of state and federal highway construction or reconstruction projects as prioritized by the Transportation Commission[.];

(xvii) \$13,000,000 for corridor preservation and land acquisition for a transit hub at the mouth of Big Cottonwood Canyon;

(xviii) \$10,000,000 to be provided to the Governor's Office of Economic Development for transportation infrastructure and right-of-way acquisitions in a project area created by the military installation development authority created in Section 63H-1-201;

(xix) \$28,000,000 for right-of-way or land acquisition, design, engineering, and construction of infrastructure related to the Inland Port Authority created in Section 11-58-201;

(xx) \$6,000,000 for right-of-way acquisition, design, engineering, and construction related to Shepard Lane in Davis County; and

(xxi) \$4,000,000 for right-of-way acquisition, design, engineering, and construction costs related to 1600 North in Orem City.

(4) (a) The Department of Transportation shall use bond proceeds and the funds under Section 72-2-121 to pay for, or to provide funds to, a municipality, county, or political subdivision to pay for the costs of right-of-way acquisition, construction, reconstruction, renovations, or improvements to the following highway or transit projects in Salt Lake County:

(i) \$4,000,000 to Taylorsville City for bus rapid transit planning on 4700 South;

(ii) \$4,200,000 to Taylorsville City for highway improvements on or surrounding 6200 South and pedestrian crossings and system connections;

(iii) \$2,250,000 to Herriman City for highway improvements to the Salt Lake Community College Road;

(iv) \$5,300,000 to West Jordan City for highway improvements on 5600 West from 6200 South to 8600 South;

(v) \$4,000,000 to West Jordan City for highway improvements to 7800 South from 1300 West to S.R. 111;

(vi) \$7,300,000 to Sandy City for highway improvements on Monroe Street;

(vii) \$3,000,000 to Draper City for highway improvements to 13490 South from 200 West to 700 West;

(viii) \$5,000,000 to Draper City for highway improvements to Suncrest Road;

- 114 (ix) \$1,200,000 to Murray City for highway improvements to 5900 South from State
115 Street to 900 East;
- 116 (x) \$1,800,000 to Murray City for highway improvements to 1300 East;
- 117 (xi) \$3,000,000 to South Salt Lake City for intersection improvements on West
118 Temple, Main Street, and State Street;
- 119 (xii) \$2,000,000 to Salt Lake County for highway improvements to 5400 South from
120 5600 West to Mountain View Corridor;
- 121 (xiii) \$3,000,000 to West Valley City for highway improvements to 6400 West from
122 Parkway Boulevard to SR-201 Frontage Road;
- 123 (xiv) \$4,300,000 to West Valley City for highway improvements to 2400 South from
124 4800 West to 7200 West and pedestrian crossings;
- 125 (xv) \$4,000,000 to Salt Lake City for highway improvements to 700 South from 2800
126 West to 5600 West;
- 127 (xvi) \$2,750,000 to Riverton City for highway improvements to 4570 West from
128 12600 South to Riverton Boulevard;
- 129 (xvii) \$1,950,000 to Cottonwood Heights for improvements to Union Park Avenue
130 from I-215 exit south to Creek Road and Wasatch Boulevard and Big Cottonwood Canyon;
- 131 (xviii) \$1,300,000 to Cottonwood Heights for highway improvements to Bengal
132 Boulevard;
- 133 (xix) \$1,500,000 to Midvale City for highway improvements to 7200 South from I-15
134 to 1000 West;
- 135 (xx) \$1,000,000 to Bluffdale City for an environmental impact study on Porter
136 Rockwell Boulevard;
- 137 (xxi) \$2,900,000 to the Utah Transit Authority for the following public transit studies:
138 (A) a circulator study; and
139 (B) a mountain transport study; and
- 140 (xxii) \$1,000,000 to South Jordan City for highway improvements to 2700 West.
- 141 (b) (i) Before providing funds to a municipality or county under this Subsection (4), the

Department of Transportation shall obtain from the municipality or county:

(A) a written certification signed by the county or city mayor or the mayor's designee certifying that the municipality or county will use the funds provided under this Subsection (4) solely for the projects described in Subsection (4)(a); and

(B) other documents necessary to protect the state and the bondholders and to ensure that all legal requirements are met.

(ii) Except as provided in Subsection (4)(c), by January 1 of each year, the municipality or county receiving funds described in this Subsection (4) shall submit to the Department of Transportation a statement of cash flow for the next fiscal year detailing the funds necessary to pay project costs for the projects described in Subsection (4)(a).

(iii) After receiving the statement required under Subsection (4)(b)(ii) and after July 1, the Department of Transportation shall provide funds to the municipality or county necessary to pay project costs for the next fiscal year based upon the statement of cash flow submitted by the municipality or county.

(iv) Upon the financial close of each project described in Subsection (4)(a), the municipality or county receiving funds under this Subsection (4) shall submit a statement to the Department of Transportation detailing the expenditure of funds received for each project.

(c) For calendar year 2012 only:

(i) the municipality or county shall submit to the Department of Transportation a statement of cash flow as provided in Subsection (4)(b)(ii) as soon as possible; and

(ii) the Department of Transportation shall provide funds to the municipality or county necessary to pay project costs based upon the statement of cash flow.

(5) Twenty million dollars of the bond proceeds issued under this section and funds available under Section 72-2-124 shall be provided to the Transportation Infrastructure Loan Fund created by Section 72-2-202 to make funds available for transportation infrastructure loans and transportation infrastructure assistance under Title 72, Chapter 2, Part 2, Transportation Infrastructure Loan Fund.

(6) The costs under Subsections (2), (3), and (4) may include the costs of studies

necessary to make transportation infrastructure improvements, the cost of acquiring land, interests in land, easements and rights-of-way, improving sites, and making all improvements necessary, incidental, or convenient to the facilities, interest estimated to accrue on these bonds during the period to be covered by construction of the projects plus a period of six months after the end of the construction period, interest estimated to accrue on any bond anticipation notes issued under the authority of this title, and all related engineering, architectural, and legal fees.

(7) The commission or the state treasurer may make any statement of intent relating to a reimbursement that is necessary or desirable to comply with federal tax law.

(8) The Department of Transportation may enter into agreements related to the projects described in Subsections (2), (3), and (4) before the receipt of proceeds of bonds issued under this section.

(9) The Department of Transportation may enter into a new or amend an existing interlocal agreement related to the projects described in Subsections (3) and (4) to establish any necessary covenants or requirements not otherwise provided for by law.

Section 2. Section **63B-27-101** is amended to read:

63B-27-101. Highway bonds -- Maximum amount -- Use of proceeds for highway projects.

(1) (a) Subject to the restriction in Subsection (1)(c), the total amount of bonds issued under this section may not exceed \$1,000,000,000 for acquisition and construction proceeds, plus additional amounts necessary to pay costs of issuance, to pay capitalized interest, and to fund any existing debt service reserve requirements, with the total amount of the bonds not to exceed \$1,010,000,000.

(b) When the Department of Transportation certifies to the commission that the requirements of Subsection 72-2-124(5) have been met and certifies the amount of bond proceeds that the commission needs to provide funding for the projects described in Subsection (2) for the current or next fiscal year, the commission may issue and sell general obligation bonds in an amount equal to the certified amount, plus additional amounts necessary to pay costs of issuance, to pay capitalized interest, and to fund any existing debt service reserve

requirements, not to exceed one percent of the certified amount.

(c) The commission may not issue general obligation bonds authorized under this section if the issuance of the general obligation bonds would result in the total current outstanding general obligation debt of the state exceeding 50% of the limitation described in the Utah Constitution, Article XIV, Section 1.

(2) Except as provided in Subsections (3) and (4), proceeds from the issuance of bonds shall be provided to the Department of Transportation to pay all or part of the costs of the following state highway construction or reconstruction projects:

(a) state and federal highways prioritized by the Transportation Commission through the prioritization process for new transportation capacity projects adopted under Section [72-1-304](#), giving priority consideration for projects with a regional significance or that support economic development within the state, including:

(i) projects that are prioritized but exceed available cash flow beyond the normal programming horizon; or

(ii) projects prioritized in the state highway construction program; and

(b) \$100,000,000 to be used by the Department of Transportation for transportation improvements as prioritized by the Transportation Commission for projects that:

(i) have a significant economic development impact associated with recreation and tourism within the state; and

(ii) address significant needs for congestion mitigation.

(3) ~~[Thirty-nine]~~ Fifty-six million dollars of the bond proceeds issued under this section shall be provided to the Transportation Infrastructure Loan Fund created by Section [72-2-202](#) to make funds available for a transportation infrastructure loan or transportation infrastructure assistance under Title 72, Chapter 2, Part 2, Transportation Infrastructure Loan Fund, including the amounts as follows:

(a) ~~[\$14,000,000]~~ \$24,000,000 to the military installation development authority created in Section [63H-1-201](#); ~~[and]~~

~~[(b) \$5,000,000 for right-of-way acquisition and highway construction in Salt Lake~~

County for roads in the northwest quadrant of Salt Lake City.]

(b) \$5,000,000 to the Inland Port Authority created in Section 11-58-201, for highway, infrastructure, and rail right-of-way acquisition, design, engineering, and construction, to be repaid through tax differential; and

(c) \$7,000,000 to Midvale City for a parking structure in proximity to an intermodal transportation facility that enhances economic development within the city.

(4) (a) Four million dollars of the bond proceeds issued under this section shall be used for a public transit fixed guideway rail station associated with or adjacent to an institution of higher education.

(b) [~~Ten~~] Nineteen million dollars of the bond proceeds issued under this section shall be used by the Department of Transportation for the design, engineering, construction, or reconstruction of underpasses under a state highway connecting a state park and a project area created by a military installation development authority created in Section 63H-1-201.

(c) Nine million dollars of the bond proceeds issued under this section shall be used by the Department of Transportation for infrastructure improvements related to the Provo Airport.

(d) If project savings are identified by the Department of Transportation from the funds provided to the Department of Transportation as described in this section, the Department of Transportation may use available funding to study, design, engineer, and construct rail access through I-80 in western Salt Lake County.

(5) The bond proceeds issued under this section shall be provided to the Department of Transportation.

(6) The costs under Subsection (2) may include the costs of studies necessary to make transportation infrastructure improvements, the costs of acquiring land, interests in land, and easements and rights-of-way, the costs of improving sites, and making all improvements necessary, incidental, or convenient to the facilities, and the costs of interest estimated to accrue on these bonds during the period to be covered by construction of the projects plus a period of six months after the end of the construction period, interest estimated to accrue on any bond anticipation notes issued under the authority of this title, and all related engineering,

architectural, and legal fees.

(7) The commission or the state treasurer may make any statement of intent relating to a reimbursement that is necessary or desirable to comply with federal tax law.

(8) The Department of Transportation may enter into agreements related to the projects described in Subsection (2) before the receipt of proceeds of bonds issued under this section.

Section 3. Section **72-2-121** is amended to read:

72-2-121. County of the First Class Highway Projects Fund.

(1) There is created a special revenue fund within the Transportation Fund known as the "County of the First Class Highway Projects Fund."

(2) The fund consists of money generated from the following revenue sources:

(a) any voluntary contributions received for new construction, major renovations, and improvements to highways within a county of the first class;

(b) the portion of the sales and use tax described in Subsection [59-12-2214\(3\)\(b\)](#) deposited in or transferred to the fund;

(c) the portion of the sales and use tax described in Section [59-12-2217](#) deposited in or transferred to the fund; and

(d) a portion of the local option highway construction and transportation corridor preservation fee imposed in a county of the first class under Section [41-1a-1222](#) deposited in or transferred to the fund.

(3) (a) The fund shall earn interest.

(b) All interest earned on fund money shall be deposited into the fund.

(4) The executive director shall use the fund money only:

(a) to pay debt service and bond issuance costs for bonds issued under Sections [63B-16-102](#), [63B-18-402](#), and [63B-27-102](#);

(b) for right-of-way acquisition, new construction, major renovations, and improvements to highways within a county of the first class and to pay any debt service and bond issuance costs related to those projects, including improvements to a highway located within a municipality in a county of the first class where the municipality is located within the

boundaries of more than a single county;

(c) for the construction, acquisition, use, maintenance, or operation of:

(i) an active transportation facility for nonmotorized vehicles;

(ii) multimodal transportation that connects an origin with a destination; or

(iii) a facility that may include a:

(A) pedestrian or nonmotorized vehicle trail;

(B) nonmotorized vehicle storage facility;

(C) pedestrian or vehicle bridge; or

(D) vehicle parking lot or parking structure;

(d) for fiscal year 2012-13 only, to pay for or to provide funds to a municipality or county to pay for a portion of right-of-way acquisition, construction, reconstruction, renovations, and improvements to highways described in Subsections 72-2-121.4(7), (8), and (9);

(e) to transfer to the 2010 Salt Lake County Revenue Bond Sinking Fund created by Section 72-2-121.3 the amount required in Subsection 72-2-121.3(4)(c) minus the amounts transferred in accordance with Subsection 72-2-124(4)(a)(iv);

(f) for a fiscal year beginning on or after July 1, 2013, to pay debt service and bond issuance costs for \$30,000,000 of the bonds issued under Section 63B-18-401 for the projects described in Subsection 63B-18-401(4)(a);

(g) for a fiscal year beginning on or after July 1, 2013, and after the department has verified that the amount required under Subsection 72-2-121.3(4)(c) is available in the fund, to transfer an amount equal to 50% of the revenue generated by the local option highway construction and transportation corridor preservation fee imposed under Section 41-1a-1222 in a county of the first class:

(i) to the legislative body of a county of the first class; and

(ii) to be used by a county of the first class for:

(A) highway construction, reconstruction, or maintenance projects; or

(B) the enforcement of state motor vehicle and traffic laws;

(h) for fiscal year 2015 only, and after the department has verified that the amount required under Subsection 72-2-121.3(4)(c) is available in the fund and the transfer under Subsection (4)(f) has been made, to transfer an amount equal to the remainder of the revenue available in the fund for the 2015 fiscal year:

(i) to the legislative body of a county of the first class; and

(ii) to be used by a county of the first class for:

(A) highway construction, reconstruction, or maintenance projects; or

(B) the enforcement of state motor vehicle and traffic laws;

(i) for fiscal year 2015-16 only, and after the department has verified that the amount required under Subsection 72-2-121.3(4)(c) is available in the fund and the transfer under Subsection (4)(f) has been made, to transfer an amount equal to \$25,000,000:

(i) to the legislative body of a county of the first class; and

(ii) to be used by the county for the purposes described in this section;

(j) for a fiscal year beginning on or after July 1, 2015, after the department has verified that the amount required under Subsection 72-2-121.3(4)(c) is available in the fund and the transfer under Subsection (4)(f) has been made, to annually transfer an amount equal to up to 42.5% of the sales and use tax revenue imposed in a county of the first class and deposited into the fund in accordance with Subsection 59-12-2214(3)(b) to:

(i) the appropriate debt service or sinking fund for the repayment of bonds issued under Section 63B-27-102; and

(ii) the Transportation Fund created in Section 72-2-102 until \$28,079,000 has been deposited into the Transportation Fund;

(k) for a fiscal year beginning on or after July 1, 2018, after the department has verified that the amount required under Subsection 72-2-121.3(4)(c) is available in the fund and after the transfer under Subsection (4)(e), the payment under Subsection (4)(f), and the transfers under Subsections (4)(j)(i) and (ii) have been made, to annually transfer 20% of the amount deposited into the fund under Subsection (2)(b) to a public transit district in a county of the first class to fund a system for public transit;

(l) for a fiscal year beginning on or after July 1, 2018, after the department has verified that the amount required under Subsection 72-2-121.3(4)(c) is available in the fund and after the transfer under Subsection (4)(e), the payment under Subsection (4)(f), and the transfers under Subsections (4)(j)(i) and (ii) have been made, to annually transfer 20% of the amount deposited into the fund under Subsection (2)(b):

(i) to the legislative body of a county of the first class; and

(ii) to fund parking facilities in a county of the first class that facilitate significant economic development and recreation and tourism within the state; ~~and~~

(m) for the 2018-19 fiscal year only, after the department has verified that the amount required under Subsection 72-2-121.3(4)(c) is available in the fund and after the transfer under Subsection (4)(e), the payment under Subsection (4)(f), and the transfers under Subsections (4)(j) through (l) have been made, to transfer \$12,000,000 to the Department of Transportation to distribute for the following projects:

(i) \$2,000,000 to West Valley City for highway improvement to 4100 South;

(ii) \$1,000,000 to Herriman for highway improvements to Herriman Boulevard from 6800 West to 7300 West;

(iii) \$1,100,000 to South Jordan for highway improvements to Grandville Avenue;

(iv) \$1,800,000 to Riverton for highway improvements to Old Liberty Way from 13400 South to 13200 South;

(v) \$1,000,000 to Murray City for highway improvements to 5600 South from State Street to Van Winkle;

(vi) \$1,000,000 to Draper for highway improvements to Lone Peak Parkway from 11400 South to 12300 South;

(vii) \$1,000,000 to Sandy City for right-of-way acquisition for Monroe Street;

(viii) \$900,000 to South Jordan City for right-of-way acquisition and improvements to 10200 South from 2700 West to 3200 West;

(ix) \$1,000,000 to West Jordan for highway improvements to 8600 South near Mountain View Corridor;

(x) \$700,000 to South Jordan right-of-way improvements to 10550 South; and

(xi) \$500,000 to Salt Lake County for highway improvements to 2650 South from

7200 West to 8000 West; and

~~(m)~~ (n) for a fiscal year beginning after the amount described in Subsection (4)(j) has been repaid to the Transportation Fund until fiscal year 2030, or sooner if the amount described in Subsection (4)(j)(ii) has been repaid, after the department has verified that the amount required under Subsection 72-2-121.3(4)(c) is available in the fund and the transfer under Subsection (4)(f) has been made, and after the bonds under Section 63B-27-102 have been repaid, to annually transfer an amount equal to up to 42.5% of the sales and use tax revenue imposed in a county of the first class and deposited into the fund in accordance with Subsection 59-12-2214(3)(b):

(i) to the legislative body of a county of the first class; and

(ii) to be used by the county for the purposes described in this section.

(5) The revenues described in Subsections (2)(b), (c), and (d) that are deposited in the fund and bond proceeds from bonds issued under Sections 63B-16-102, 63B-18-402, and 63B-27-102 are considered a local matching contribution for the purposes described under Section 72-2-123.

(6) The additional administrative costs of the department to administer this fund shall be paid from money in the fund.

(7) Notwithstanding any statutory or other restrictions on the use or expenditure of the revenue sources deposited into this fund, the Department of Transportation may use the money in this fund for any of the purposes detailed in Subsection (4).

(8) (a) For a fiscal year beginning on or after July 1, 2018, at the end of each fiscal year, after all programmed payments and transfers authorized or required under this section have been made, on July 30 the department shall transfer the remainder of the money in the fund to the Transportation Fund to reduce the amount owed to the Transportation Fund under Subsection (4)(j)(ii).

(b) The department shall provide notice to a county of the first class of the amount

transferred in accordance with this Subsection (8).

(9) (a) Any revenue in the fund that is not specifically allocated and obligated under this section is subject to the review process described in this Subsection (9).

(b) A county of the first class shall create a county transportation advisory committee as described in Subsection (9)(c) to review proposed transportation and, as applicable, public transit projects and rank projects for allocation of funds.

(c) The county transportation advisory committee described in Subsection (9)(b) shall be composed of the following 13 members:

(i) six members who are residents of the county, nominated by the county executive and confirmed by the county legislative body who are:

(A) members of a local advisory board of a large public transit district as defined in Section 17B-2a-802;

(B) county council members; or

(C) other residents with expertise in transportation planning and funding; and

(ii) seven members nominated by the county executive, and confirmed by the county legislative body, chosen from mayors or managers of cities or towns within the county.

(d) (i) A majority of the members of the county transportation advisory committee constitutes a quorum.

(ii) The action by a quorum of the county transportation advisory committee constitutes an action by the county transportation advisory committee.

(e) The county body shall determine:

(i) the length of a term of a member of the county transportation advisory committee;

(ii) procedures and requirements for removing a member of the county transportation advisory committee;

(iii) voting requirements of the county transportation advisory committee;

(iv) chairs or other officers of the county transportation advisory committee;

(v) how meetings are to be called and the frequency of meetings, but not less than once annually; and

422 (vi) the compensation, if any, of members of the county transportation advisory
423 committee.

424 (f) The county shall establish by ordinance criteria for prioritization and ranking of
425 projects, which may include consideration of regional and countywide economic development
426 impacts, including improved local access to:

427 (i) employment;

428 (ii) recreation;

429 (iii) commerce; and

430 (iv) residential areas.

431 (g) The county transportation advisory committee shall evaluate and rank each
432 proposed public transit project and regionally significant transportation facility according to
433 criteria developed pursuant to Subsection (9)(f).

434 (h) (i) After the review and ranking of each project as described in this section, the
435 county transportation advisory committee shall provide a report and recommend the ranked list
436 of projects to the county legislative body and county executive.

437 (ii) After review of the recommended list of projects, as part of the county budgetary
438 process, the county executive shall review the list of projects and may include in the proposed
439 budget the proposed projects for allocation, as funds are available.

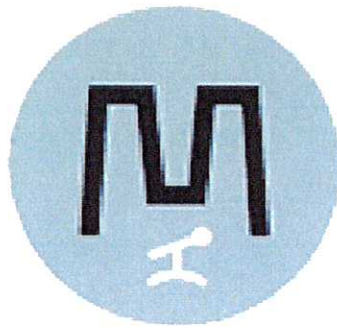
440 (i) The county executive of the county of the first class, with information provided by
441 the county and relevant state entities, shall provide a report annually to the county
442 transportation advisory committee, and to the mayor or manager of each city, town, or metro
443 township in the county, including the following:

444 (i) the amount of revenue received into the fund during the past year;

445 (ii) any funds available for allocation;

446 (iii) funds obligated for debt service; and

447 (iv) the outstanding balance of transportation-related debt.



MURRAY
CITY COUNCIL

Discussion Item #4




Justice Court

Resolution authorizing an interlocal cooperation agreement

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: June 18, 2019

| | |
|--|---|
| Department Director G.L. Critchfield for Karen Gallegos Phone # 801-264-2640 Presenters G.L. Critchfield | Purpose of Proposal Resolution authorizing interlocal cooperation agreement for prisoner transport for Justice Court proceedings Action Requested Approval of resolution. Attachments Resolution, Interlocal Cooperation Agreement Budget Impact SLCo (Sheriff's Office) charges \$50.93 per prisoner transported within Salt Lake County. Justice Court has budgeted \$50,000 for the 2019-2020 fiscal year for such transports. Description of this Item Since the beginning of Justice Court the City has entered into agreements for prisoner transport for Justice Court proceedings. The latest agreement was with Salt Lake County (Sheriff's Office). This agreement ends June 30, 2019. The proposed new interlocal agreement would, if approved, be for a similar term: One year with four, one-year renewal terms. |
| Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval  Date June 3, 2019 | |

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND THE CITY FOR PRISONER TRANSPORTATION TO AND FROM THE MURRAY CITY MUNICIPAL JUSTICE COURT.

WHEREAS, Title 11, Chapter 13, of the Utah Code, provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties for joint undertakings and services; and

WHEREAS, the City and Salt Lake County on behalf of its Sheriff's Office ("Sheriff's Office") executed an Interlocal Agreement (the "Agreement"), including amendments to the Agreement that have allowed City to have the Sheriff's Office transport prisoners from the Salt Lake County Jail to the Murray City Municipal Justice Court ("Justice Court") for court hearings; and

WHEREAS, the Agreement expires June 30, 2019; and

WHEREAS, the City has a continued need for the transportation of prisoners to and from its Justice Court; and

WHEREAS, a new Interlocal Cooperation Agreement would provide City with continued specialized services that few entities are authorized, able and willing to provide; and

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

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

1. It does hereby approve an Interlocal Cooperation Agreement between the City and the Salt Lake County Sheriff's Office for prisoner transportation to and from the Murray City Municipal Justice Court, in a form substantially the same as that attached hereto; and

2. The Interlocal Cooperation Agreement is in the best interest of the City; and

3. Mayor D. Blair Camp is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.

DATED this day of , 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST:

Jennifer Kennedy, City Recorder

INTERLOCAL COOPERATION AGREEMENT
Between Murray City and Salt Lake County
for its Sheriff's Office to Provide Prisoner Transportation to the
Murray Municipal Justice Court

This Interlocal Cooperation Agreement ("Agreement") is effective the 1st day of July, 2019 ("Effective Date") by and among Salt Lake County, a body corporate and politic of the State of Utah (the "County" or "Contractor") for and on behalf of the Salt Lake County Sheriff's Office ("Sheriff's Office") and Murray City (the "City") pursuant to the provisions of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended ("Interlocal Act").

WHEREAS, the City operates the Murray Municipal Justice Court ("Justice Court"); and

WHEREAS, City has the need of prisoner transportation services to and from its Justice Court; and

WHEREAS, Sheriff's Office provides prisoner transportation services to various courts within Salt Lake County; and

WHEREAS, Sheriff's Office is willing and able to adequately provide secure prisoner transportation services for the Justice Court; and

WHEREAS, City and County shall not create a new or separate interlocal agency through this Agreement; and

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, permits local governmental entities to make the most efficient use of their powers and to provide the benefit of economies of scale, as well as authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a cooperative basis, any powers, privileges and authority that may be exercised by each public entity individually; and

WHEREAS, the City has determined that it is in its best interest to enter into an agreement with the County under the Interlocal Cooperation Act, whereby Sheriff's Office provides prisoner transportation services to City under certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

County hereby agrees to provide prisoner transportation services to City under the terms and conditions specified in this Agreement as follows:

1. **Scope**

- a. Sheriff's Office will provide prisoner transportation between the Salt Lake County Adult Detention Complex (the "Jail") and the Justice Court Monday through Friday during regular court hours, excluding Court holidays, as prisoners are requested by the Court.
- b. Sheriff's Office will provide transportation to the Jail for prisoners sentenced to custody "forthwith".
- c. Upon request by City, Sheriff's Office may provide transportation to the Justice Court for prisoners held in other county jails.
- d. Sheriff's Office will not provide bailiff services under this Agreement.
- e. Prisoners will be secured at the Justice Court by Sheriff's Office transportation personnel.
- f. The methods and manners used to secure prisoners shall be in the sole discretion of the Sheriff's Office.

2. **Compensation** City shall compensate Sheriff's Office for services performed under this Agreement as follows. City shall not be liable for any charges or expenses except those which are specifically set forth herein.

- a. City shall pay Sheriff's Office the sum of **\$50.93** per prisoner transported within Salt Lake County. For transportation of prisoners held outside Salt Lake County, the rates for the transport will be determined based on mileage and the nature of the transport. Transporting a prisoner under this Agreement means either a round-trip from the Jail or other county jail to the Justice Court, and back to the Jail or other county jail, or from the Justice Court to the Jail.
- b. Sheriff's Office shall provide monthly invoices to the City based upon the number of prisoners transported. Sheriff's Office shall provide a monthly list of prisoners transported along with invoice. City shall pay County within thirty (30) days from the date of each invoice.

3. **Term of Agreement** This Agreement shall be effective July 1, 2019 and shall terminate June 30, 2020 ("Term"). This Agreement may be renewed in writing signed by both Parties, at the end of the Term, for up to four (4) additional one-year terms upon the same terms and conditions as set forth in this Agreement. Upon annual renewal, the Parties will review and adjust the fees as necessary.

4. **NO SEPARATE ENTITY** No separate interlocal cooperative entity is created hereunder.

5. **AMENDMENTS** Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated orally and may only be modified or amended by an instrument in writing, signed by both the City and Contractor (except as provided herein).
6. **ASSIGNMENT** This agreement shall not be assigned without the prior written consent by City.
7. **AUTHORITY TO BIND** By signing this Agreement, the undersigned individuals warrant and represent that they have the authority to bind the parties pursuant to the terms of this Agreement.
8. **BINDING EFFECT** This Agreement shall be binding upon and shall inure to the benefit of the City, Contractor and its respective successors and assigns.
9. **COUNTERPARTS** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.
10. **ENTIRE AGREEMENT**
 - (A) This Agreement, including all Attachments and documents incorporated hereunder, constitutes the entire agreement between the parties. No tender, offer, or promise of any kind outside the terms of the Agreement by any member, employee, officer, director, agent, or representative of the Parties has been made to induce the signatories or the Parties to enter into the Agreement. No oral representations shall be considered part of the Agreement. The provisions of the Agreement are for the benefit of the parties hereto solely, and not for the benefit of any other person, persons or legal entities.
 - (B) This Agreement supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the City. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.
11. **GOVERNING LAW** The terms of this Agreement shall be construed and interpreted under the laws of the State of Utah. Any challenge under this Agreement shall be brought in the Third District Court of Utah, Salt Lake County, or the U.S. District Court for the District of Utah.

12. **INDEMNIFICATION** Both parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
13. **INDEPENDENT CONTRACTOR STATUS** The relationship of City and County under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; workers' compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and City of employer and employee, partners or joint venturers.
14. **NON-APPROPRIATION OF FUNDS** The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each Party's fiscal year. Each Party's obligation beyond that date is contingent upon renewal of this Agreement as provided above and funds being appropriated for payment due and providing the Services under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the Party as to such fiscal year (or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective (except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other changes of any kind whatsoever to the Parties, and no right or action or damages or other relief shall accrue to the benefit of the other Party as to this Agreement, or any portion thereof, which may so terminate and become null and void. In any event County shall be reimbursed the full cost of providing such services through the date of termination.
15. **NOTICE** Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the

Parties as set forth below:

To the County: Salt Lake County Sheriff's Office
Attn: Fiscal
2001 South State Street, S3-200
Salt Lake City, Utah 84190

To the City Murray City
5025 South State Street
Murray, Utah 84107

With a Copy to: Salt Lake County Contracts &
Procurement
2001 South State Street N4-600
Salt Lake City, UT 84190

16. **RELATIONSHIP OF PARTIES AND NO THIRD-PARTY RIGHTS** This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties.
17. **REVIEW** This agreement shall be submitted to the authorized attorneys for the County and City for approval in accordance with § 11-13-202.5(3) (2009).
18. **SECTION HEADINGS** Section headings are for convenience only and shall not affect the interpretation of this Agreement.
19. **SEVERABILITY** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. The Parties hereto agree to replace an invalid, illegal or unenforceable provision with a new provision which provides the most nearly similar permissible economic effect as the invalid, illegal or unenforceable provision.
20. **TERMINATION**
- A. **FOR CONVENIENCE** Either Party may terminate this Agreement at any time with or without cause upon giving ninety (90) calendar days prior written notice to the other Party.
- B. **TERMINATION SETTLEMENT** Upon termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the City is limited to full

payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract.

21. **TIME** Time is of the essence.

22. **WAIVERS** (A) The failure of either Party at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements or covenants contained in this Agreement shall not waive, affect or diminish any right of either Party hereunder to demand strict compliance and performance therewith. None of the undertakings, agreements, or covenants of either Party under this Agreement shall be deemed to have been waived unless such waiver is evidenced by an instrument in writing signed by the party to be charged specifying such waiver.

(B) The right of the City to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the City, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the City or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the City of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.

23. **RESOLUTION** The parties agree that a resolution of legislative bodies is required, pursuant to Utah Code, Section 11-13-202.5(1)(b).

24. **COUNTERPARTS** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

[This space left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the day and year first written above.

Salt Lake County

By: _____
Mayor Jennifer Wilson or Designee

Date: _____

Administrative Approval:
Salt Lake County Sheriff's Office

By: _____
Sheriff Rosa Rivera

Approved as to legal form and compliance
with applicable law:

Melanie F Mitchell, Senior Attorney

MURRAY CITY CORPORATION

ATTEST:

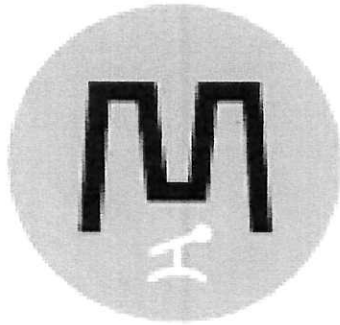
By: _____
Mayor or Designee

By: _____
City Recorder

Date: _____

Approved as to legal form and compliance
with applicable law:

Attorney for Murray City



MURRAY
CITY COUNCIL

Adjournment