

MURRAY
CITY COUNCIL

Council Meeting August 6, 2019



Murray City Municipal Council

Notice of Meeting

August 6, 2019

Murray City Center

5025 South State Street, Murray, Utah 84107

Meeting Agenda

5:15 p.m. **Budget & Finance Committee** – Conference Room #107

Diane Turner conducting.

Approval of Minutes

Budget and Finance Committee – April 8, 2019

Budget and Finance Committee – April 11, 2019

Adjournment

5:16 p.m. **Committee of the Whole** - Conference Room #107

Dave Nicponski conducting

Discussion Items

1. Quarterly Financial Report FY 2019 – Brenda Moore (20 minutes)
2. City Hall Bond Reimbursement Resolution - Brenda Moore (10 minutes)
3. Brownfields Grant Agreement – Mayor Camp, Jim McNulty (10 minutes)
4. Rezone proposal for 4670 South 900 East – Mayor Camp, Jim McNulty (10 minutes)
5. Red Mesa Tapaha Solar Project – Mayor Camp, Blaine Haacke (10 minutes)
6. Proposed Revisions to the Murray City Council Rules – Jan Lopez (5 minutes)

Announcements

Adjournment

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

6:30 p.m. **Council Meeting** – Council Chambers

Brett Hales conducting.

Opening Ceremonies

Call to Order

Pledge of Allegiance

Approval of Minutes

Council Meeting – July 16, 2019

Special Recognition

1. Presentation of the **Certificate of Achievement for Excellence in Financial Reporting (CAFR)** to Brenda Moore. Mayor Camp 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.

Public Hearings

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

1. Consider an ordinance relating to land use; amends the Zoning Map for the property located at 347 East Winchester Street, Murray City, Utah from the R-1-8 (Low Density Single Family) Zoning District to the R-N-B (Residential Neighborhood Business) Zoning District. Jim McNulty presenting. Titan Development/Mark Snow applicant.
2. Consider an ordinance relating to land use; amends the Zoning Map for the property located at 5729 South 700 West, Murray City, Utah from the R-1-8 (Low Density Residential) Zoning District to the R-1-6 (Low/Medium Density Residential) Zoning District. Jim McNulty presenting. Titan Development/Mark Snow applicant.
3. Consider an ordinance amending Title 16 of the *Murray City Municipal Code* relating to subdivisions. Jim McNulty presenting.

Business Items

1. Consider a resolution approving an increase in Murray City's Entitlement Share under the Carbon Free Power Project Power Sales Contract. Blaine Haacke presenting.
2. Consider a resolution authorizing and approving an increase in Murray City's Entitlement Share under the Carbon Free Power Project Power Sales Contract for the Lay-Off Power Sales Agreement associated with the Joint Use Module Plant Operations at the Carbon Free Power Project; and associated matters. Blaine Haacke presenting.
3. Consider a resolution of the Murray City Municipal Council declaring Murray City's intent and reasonable expectation to reimburse expenditures in connection with construction of a new City Hall with the proceeds of future tax exempt and/or tax credit bonds. Brenda Moore presenting.
4. Consider an ordinance amending Sections 2.66.020, 2.66.050 and 2.66.060 of the *Murray City Municipal Code* relating to elections. Jennifer Kennedy presenting.

Mayor's Report and Questions

Adjournment

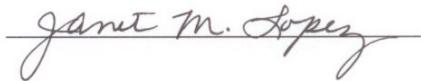
NOTICE

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 Thursday, August 1, at 1:00 p.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

Budget & Finance Meeting



**MURRAY CITY MUNICIPAL COUNCIL
BUDGET AND FINANCE COMMITTEE
Fiscal Year 2019-2020**

The Murray City Municipal Council met as the Budget and Finance Committee Monday, April 8, 2019 in the Murray City Center, Conference Room #107, 5025 South State Street, Murray, Utah.

Members in Attendance:

Diane Turner	Budget Chair - Council District 4
Brett Hales	Budget Vice-Chair - Council District 5
Dave Nicponski	Committee Member - Council District 1
Dale Cox	Committee Member - Council District 2
Jim Brass	Committee Member - Council District 3

Others in Attendance:

Blair Camp	Mayor	Jan Lopez	Council Director
Doug Hill	Chief Administrative Officer	Jennifer Heaps	Comm. & PR Director
Pattie Johnson	Council Office	Blaine Haacke	Power – General Manager
G.L. Critchfield	City Attorney	Danny Astill	Public Works Director
Bruce Turner	Power - Operations Manager	Rob White	IT - Director
Greg Bellon	Power – Assist. Gen. Manager	Karen Gallegos	Court Clerk
Robyn Colten	Human Resources	Paul Thompson	Judge
David Carpenter	IT – Senior Programmer	Ben Teran	GIS Manager
Ryan Madsen	IT – Support Supervisor	Brenda Moore	Interim Finance Director

Ms. Turner called the Budget and Finance Committee Meeting to order at 12:32 p.m. and welcomed all in attendance. She said due to scheduling constraints, each department review would be limited to a certain amount of time, therefore, if subject matter exceeded that time, Ms. Lopez would keep a contingency list where issues would be rescheduled for further discussion on April 15, 2019 from 2:00 p.m. to 4:00 p.m.

Budget Overview – Brenda Moore

Budget books were provided to review the Mayor's tentative FY 2019 – 2020 budget. A budget calendar was noted when the tentative budget would be considered in May 2019, and a final amended budget considered in June 2019. Ms. Moore explained target-based budgeting was utilized again this year, where revenue and expenses must remain below anticipated budget totals. She said a conservative revenue was

determined, and after considering proposed sales tax legislation, she thought the numbers were accurate. Staffing, wage information, and supplemental information was discussed, as she highlighted all of the following:

Budget Summary and Analysis

- PERSONNEL is 72% of the GF (General Fund), and 50% of the city-wide budget.
 - Salary and Wages
 - COLA (Cost of living adjustment) = 2.7%. (should the council choose a 3% COLA, the impact per 1% would total \$508,665 and would affect next year's budget as a recurrent cost)
 - Step Increases:
 - Cost of the step plan = \$330,000.
 - Total employees on step plan = 404
 - Eligible for pay increases = 388; of those:
 - Eligible for a 5% increase, implemented on anniversary dates + COLA = 98.
 - Anniversary date increase of 2.5% + COLA = 150.
 - COLA only = 140. These employees are topped out (already paid above market) and not eligible for step increase.
 - Overtime, Standby, and Specialty Pay (budgeted for the first time) as follows:
 - Retirements = 8 payouts.
 - Christmas Bonuses = \$100 per employee.
 - Sick Leave = Payout occurs once 200 hours is accrued, depending on length of employment.
 - Vacation is limited to 320 hours on anniversary date.
 - Benefits
 - City-wide cost is 32% of personnel costs.
 - Insurance ↑6% due to increases from PEHP.

Ms. Moore said the step plan was effective so far in retaining employees, there were no new vacancies to report in the police department, and only one vacancy was expected in the fire department, due to retirement. New positions, title changes, adjustments, and staffing changes were noted:

- Wastewater Superintendent – 1 new full-time.
- Metering Technician – 1 new full-time.
- Council Office Administrator – 1 part-time.
- Plans Examiner – 1 part-time.
- DEA (Drug Enforcement Agency) – Grant funded (reimbursement) positions now fall under police department budget.
- Business licensing – 1 position increased to 40 hours per week.
- CED (Community & Economic Development) – 1 title change to existing position.
- Three-meter readers now allocated to the Water Fund. (50% split with Power Fund and Water Fund)
- Golf Professional - Not replaced.
- Park Center - 1 full-time program coordinator - not replaced.
- Power department - Engineering Manager position not yet funded.

Additional notations:

- GF ↑ 4% from last year.

- GF Personnel costs ↑ 7%.
- GF Operations ↓ of 3%.
- Optional .2% Sales Tax Revenue: Funds collected would be allocated just to the fire station bond payment, and CIP (Capital Improvements Projects) Fund this year.
- Sales Tax: No increase.
- Property Tax: A total would be determined in June of 2019. Revenue expected to increase with new growth; property tax revenue generated in an RDA area would be allocated to the RDA.
- Auditor: The budget was moved from Finance and Administration, to the City Council.
- Solid Waste Fees ↑ implemented on July 1, 2019 if approved by the council.

Ms. Turner asked if a rate study was conducted. Mr. Hill said Ms. Steck; former Finance Director, completed the rate study before her departure; results would be coming to the council by July 1, 2019.

Mr. Brass confirmed the rate increase was driven by the high cost of recycling throughout the country, where tipping fees increased enormously. Ms. Moore agreed, and continued as follows:

- Class C Roads ↓ to \$1.5. million, from \$2.2 million. (The percentage of road miles in the city is decreasing compared to other high growth cities.)
- Golf Fund - Subsidy = \$165,000.
- Enterprise funds = 8% of revenues would be transferred to the GF.

Ms. Turner thought \$32,000 was high for the auditor's budget. Ms. Moore confirmed, without a finance director this year, the audit would require more time to complete.

Budget Addendum - No significant change from last year, except:

- Murray City School District = \$40,000. ↑ from last year's \$30,000 to pay for a music specialist.
- United Veterans Council of Salt Lake City = \$2,500 to waive costs for a Veterans Day Parade.

Ms. Lopez asked where the allocation of a \$25,000 donation from the Golf Fund, to a software company was located. (The \$25,000 donation of tee times, was exchanged for the trial use of a computer program used for scheduling tee times on-line.) Ms. Moore explained the transaction was assigned as an expense within the golf budget, and a new line item was created in case a permanent software purchase was desired in the future to continue the app.

Ms. Turner noted two scholarship donations given to Murray High School from the Power Department; she wondered why a donation was not offered to Cottonwood High School in her district. Ms. Moore was not certain. Mr. Haacke explained two donations were always given to Murray High School students who pursue further education in engineering; he said donations could be divided between the two high schools, however, a lengthy discussion occurred as summarized:

- Mr. Brass noted Cottonwood High School did not utilize Murray power.
- Ms. Turner agreed.
- Mr. Hales mentioned other donations given to both high schools each year from the mayor's office.
- Mr. Nicponski thought the \$4,000 total could be equally divided between the two schools.
- Mr. Turner explained donations were specific to Murray High School because not all students attending Cottonwood High School live in Murray; they are bused from other cities.
- Ms. Turner confirmed.

Fund Summary - Ms. Moore reviewed financial activity and noted the following related to the GF, Internal Service Funds, Special Revenue Funds, and Enterprise Funds:

- A GF balanced budget must occur each year; the ending balance matched the beginning balance.
- CIP Fund: Spending was anticipated to complete capital projects.
- Retained Risk: Spending ↓ to maintain a fund balance of \$1,250,000 = 5 x the \$250,000 deductible.
- Library Fund: Building the fund balance to save for a new library building.
- RDA Fund: The council would approve the RDA budget separately, in May 2019.
- Water Fund: Ending fund balance is building.
- Wastewater Fund: Bond spending is expected to fund various projects.
- Power Fund: Remains the same.
- Golf Fund: Zero balance.
- Telecom Fund: Maintaining itself by paying out revenue from 168 UTOPIA fee connections.
- Solid Waste: Ending fund balance is decreasing and will need to be addressed.
- Storm Water: Ending fund balance is ↑ slightly.

Ms. Turner noted a transfer of \$321,000 from the RDA Fund to the GF and thought it was for the reimbursement of projects completed the previous year, and a bond payment. Ms. Moore confirmed.

Mr. Brass mentioned the Smelter Site RDA project area would expire in 2023, so any balance must be paid off in three years, and a significant amount of money would need to be budgeted. He said a further discussion would occur in May 2019 regarding the issue.

General Fund Summary

- Most items were well maintained, with the exception of increases to licenses and permits.
- Sales Tax – Transportation ↑ 5% for transportation related projects.
- Expenditures: A high level summary was noted for: personnel, operations, city issued debt, and UTOPIA dept.

General Fund Revenue Summary – A line-by-line breakdown of budgeted income was provided. The following was discussed:

- Property Tax: No change.
- Other Taxes & Fees:
 - Personal Property Tax = \$300,000. The item was budgeted for the first time this year, which has been approximately \$300,000 each year. Revenue is generated from private businesses, that includes inventory for things like desks, and office equipment to be taxed. The county conducts audits on this type of revenue to confirm listed items, however, an estimate was hard to determine because taxes are self-assessed.
 - Telecom Franchise Tax ↓ 10% due to fewer people with landline telephones.
 - Motor Vehicle Fees ↓ 5%.
- Licenses & Permits: Ms. Turner noted the estimated actual FY 2018-2019 balance was \$800,000, but the tentative budget was \$600,000. Ms. Moore said, due to the unknown amount of new construction that occurs from year to year; building permit revenue was not easy to predict, because of significant fluctuation.
- Intergovernmental:
 - Victims Advocate = \$35,000 in grant funding.

- State Liquor Allocation = \$70,000.
- Charges for Services: Based on past collections and estimates.
 - Passport Fees ↑ \$30,000.
- Fines & Forfeitures:
 - Justice Court Fines ↓ 1%.
- Miscellaneous:
 - Interest Income ↑ 300%. PTIF (Public Treasures Investment Fund) was paying slightly over 2%.
- Debt Issuance = \$5,898,578 (Bond proceeds for the new fire station.)
- Transfers In = 8% of revenue would be transferred from each enterprise fund except solid waste.

General Fund Expenditures Summary

- Other:
 - Non-departmental: The GF bond payment = \$2,516,077. Includes principal, UTOPIA bond, interest, and agent fees.)
 - Transfers out = \$5,294,937. Allocated for capital projects.

Mr. Cox noted pending pay for the interim HR director position; he asked if Ms. Colton would receive an increase. Ms. Moore explained Ms. Colton would not receive the Mayor's proposed increase, due to the grade level pay as a manager, however, as Senior Deputy HR Director, she would eventually get a pay raise.

Department Budget Reviews – The council requested department directors share mission statements at the time of their individual FY 2019-2020 budget discussions. Highlights were as follows:

Power Department – Blaine Haacke

Mission Statement: *Keep the Lights On*

Budget Information:

- Balanced budget = \$37.6 million in revenue.
- A rate increase was not expected. The last increase occurred in 2009, which was based on the fear of significant natural gas price increases when CRSP (Colorado River Storage Project) rates were expected to double - over the following 10 years. That never happened, and no increase since then.
- The power department is debt free.

General Assumptions:

- Projections: Most line items were the same as last year to maintain a stable budget.
- Revenue: Metered sales were the same as last year, with less than 1% growth in kilowatt hour sales; unlike cities, Lehi, St. George, and Kaysville that are seeing double digit growth.
- Regardless of little growth in Murray, revenue will not change or decrease.
- Wages ↑ 5% to include COLA and step-plan pay increases.
- Power and generation purchases: No change.
- Staffing: One full-time meter technician position was requested for succession planning, due to an expected retirement. The hope is to hire within, which would bring the total employees to 50.
- In-lieu of tax transfer = \$2.95 million to the GF or (8% of revenue).
- In-house shared services transfer = \$1.5 million allocated to the GF; contributions for utility billing, human resource and attorney office services.

Capital Projects Expenses:

- Total = \$650,000.
- Projects: Intentions are to perform all general duties inhouse, such as, purchasing, warehousing, dispatching, administration, meter reading, generation, and substation maintenance/repairs. Mr. Haacke noted the value of having a 24-hour dispatch, unlike surrounding cities. Regardless of the \$700,000 expense, not only do dispatchers take service calls and respond fast, they watch monitors closely for substation activity and can dispatch snowplows accordingly.
- Bucket Truck = \$200,000. A 15-year-old truck for trimming street trees needs to be replaced.
- Traffic Signals = \$300,000. Located at Vine Street and Murray Blvd., and 5900 South and 700 West.
- Downtown underground power line project = \$150,000 (preparation for new city hall facility).

Mr. Haacke shared the need to purchase a new transformer in approximately two years; the existing transformer at the central substation is sinking.

Line Item Review: Most items reflected 0% increases; Mr. Haacke detailed significant items:

Revenue:

- Overall revenue = \$37 million (same as last year).
- Interest Income = \$700,000, due to \$18 million in reserves.
- Pole Attachment Fees ↑\$219,000 (due to pole attachment fee increase).

Expenditures:

- Risk Assessment ↓ 28% due to the insurer only covering operations costs; they are not covering assessments anymore. A new insurance provider is needed.
- Traffic Signal Maintenance ↑100% for maintenance assessments provided by Salt Lake County.
- Cell Phone = \$6,000. (Every employee has a cell phone. Those with personal phones are reimbursed up to \$65 per month because most are on-call 24x7. Those with a city owned phone, \$5 per month is collected for personal calls.)
- Arborists = \$1.1 million. Tree maintenance, line clearance, and tree trimming prevents costly outages, compared to clean-up after storms. Eight full-time city employees conduct all work.
- Purchase Power = \$21 million, or \$1.7 million per month. Resources include:
 - Hunter Plant = \$30 MWh (per megawatt hour). An increase is not expected, debt paid in full.
 - CRSP = \$30 MWh
 - Two Landfills = \$4.5 million per year, resource cost = \$60 MWh, with renewable energy credit.
 - UAMPS = \$10,000. The membership fee allows for market purchasing by the hour, used for buying and selling energy.
 - Natural gas turbines = \$200,000.
 - Nuclear = \$20,000
- Personnel: One new meter reader technician position. The line-item expense would be allocated to the Public Works Department because meter readers collect data for both water and power.

Attorney's Office – G.L. Critchfield

Budget information:

- Dues and Membership ↑ 10% to reflect rearrangements in city attorney and prosecution budgets.
- Retained Risk Expenditures:
 - Personnel ↑6% for the creation of a risk analyst position.
 - Professional Services = \$150,000 for the cost of outside resources related to risk claims.
 - Liability Insurance: Estimated cost = \$435,000. A future budget change is expected, due to the

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current property insurance carrier who has discontinued coverage for the power department. The city's insurance broker would suggest a new provider, as well as, attain new market costs for covering all city property, including the power department. Of the \$435,000 estimate, approximately \$184,000 is for property insurance, with a \$250,000 deductible. A budget amendment would be necessary in the future.

- Retained Risk Fund: Mr. Critchfield said a committee would be organized to handle the fund, discuss claims, and create policies and procedures for all to follow. A city-wide risk program would create a mindset for all employees that compliance and minimizing risk in the city is vital. A proposed draft ordinance would be coming to the council for consideration to establish the risk program, and the committee, to bring about a decrease in claims.

Ms. Turner noted the risk manager began working on the retained risk program four years ago; she wondered if there was any quantifiable way to prove the program was valuable. Mr. Critchfield said city departments were pleased with results so far. He was confident that moving the risk position to the attorney's office was more effective than how things were handled in the past and would continue to improve with the proposed ordinance provisions. He stressed the importance of having a robust and healthy risk program, with proper risk spending.

Pending cases include a police matter, an employment termination issue, a personal injury at the swimming pool, and a land use matter. Mr. Critchfield said outside legal services are utilized in many of these cases, and is typically \$80,000 per year, although, each case is different when negotiating occurs.

Mr. Hill confirmed Mr. Knight kept accurate statistics and could provide risk trends the city was experiencing during a future Committee of the Whole meeting. He said it was costly to provide various employee programs, and often incidents are human resource issues, not to be handled by risk; therefore, a meeting occurred between the two departments to analyze the cost of implementing such programs next year, such as, sexual harassment training, and workplace violence. As a result, a line item was created in the HR budget reflecting an increase to provide for such programs.

Ms. Turner appreciated Mr. Critchfield's valuable work. She expressed concern about his compensation and researched other cities for comparable information to make sure he was paid fairly. Mr. Critchfield was satisfied. She asked if all city attorneys and staff were pleased with their compensation. Mr. Critchfield confirmed.

Public Works – Danny Astill

Mission Statement: *Promote a high quality of life by providing superior governmental services in a professional, innovative and proactive manner.*

Streets:

- Operations: Signs ↑43% for replacing outdated speed signs. The cost for buying and/or repairing radar signs was discussed because older signs are not compatible with new technology and ongoing maintenance is required.
- Capital Projects: One lane striper truck: \$180,000; one bobtail truck: \$190,000; one sidewalk plow/salter: \$15,000; and concrete storage bins: \$15,000.

Ms. Turner asked if funding was available for purchasing new radar signs. Ms. Lopez said funding was provided from the CIP Fund. Mr. Astill confirmed purchasing was more affordable than repairing old signs, which is funded from the operations budget. Mr. Nicponski asked the cost of a new sign. Mr. Astill stated

\$5,500 each and explained new models with better lighting features are more effective.

Engineering: Personnel costs are increasing with the step plan, and other expenditures remain even with previous year.

Class C Roads: CIP = \$1,945,000. FY 2019 projects include road maintenance, overlays, and rebuilds. Financial limitations were noted as to what specifically the city can spend Class C Road monies on. City crews are restricted only to projects that cost less than \$167,000.

Water Fund:

- Major projects would be accomplished with a low interest \$8.6 million water bond from the Division of Water Resources that requires a 15% cash match from the city. Projects include two well rebuilds, and new builds, upsizing State Street and additional pipelines.
- Total Revenue = \$9.7 million.
- Expenditures – Water Administration:
 - Personnel: Overtime close to maximum, due to increased snow plowing this year.
 - Operations: Water Rebate Program ↑75%, due to addition of smart controllers.
- Expenditures - Water Operations and Maintenance:
 - Equipment Maintenance = \$251,000.
 - Utilities = \$395,000. (well within budget)
- Staffing ↑ from 19 employees, to 22. (addition of meter readers)

Mr. Astill noted increases to many line items in 'operations' and 'personnel' budgets because the metering division is now under Public Works. Costs for 'equipment' and 'software' are yet to be determined; the change was positive overall and better support would be provided. Decisions are underway about how meter information would be collected, whether drive-by, or air units on top of telephone pole, as well as, what system should be utilized. Meter readers also calculate power use data, so further discussion is expected about shared services and budgeted costs.

Wastewater Fund:

- Total Revenue = \$5.3 million.
- Expenditures:
 - Personnel ↑ 24% based on a request for three new employees; including a superintendent position, due to ongoing required regulations.
 - Shared Services ↑ 39%, due to a change in treasury, and customer utility billing services.
 - Professional Services ↑18% for consulting, associated with new development in the city.
 - Central Valley Water Reclamation Facility – Debt service ↑ due to the continued rebuild.

Ms. Turner asked about the 100% increase to line item 'write-offs' revenue. Ms. Moore explained the expense was a normal cost of business for various uncollectable accounts; money not collected was never budgeted in prior years.

Ms. Lopez noted an RDA transfer. Mr. Astill confirmed revenue of \$2 million was for sewer line work completed in Fireclay years ago; the reimbursement finally occurred.

Ms. Turner wondered about the 89% increase to line item 'collection line materials.' Mr. Astill explained the increase was for wastewater material, like manhole covers, and sewer line repair work, to resolve

any issue located in collection lanes of streets. He assured all cost adjustments were made accordingly.

Solid Waste Fund:

- Net Position \downarrow \$150,000 based on inflated recycling fees, contracted services, and a billing problem that occurred with ACE Disposal. A resolution would be brought to the council at a later time to address the negative position.
- Refuse Containers \uparrow 44% to replace old garbage cans and provide containers for new subdivisions.
- Capital Projects: A small compact loader is needed for solid green waste to improve the shredding of tree branches, which is best suited for neighborhoods and would reduce risk claims.

Storm Water Fund:

- Net position is good.
- Operations: A state audit required regulatory changes. The hope is to avoid a fee increase by meeting inspection demands in a timely manner with current staff.
- Compensation \uparrow 21% from last year, which is the step plan and a sizeable increase in 'shared services wages.'
- Maintenance \uparrow 7% for street sweeper, other equipment, and stormwater line cleaning.
- Professional Services \uparrow 40% because at times maintenance work requires professionals and engineers to ensure problems are resolved, and projects do not fall behind. Challenges remain to keep up, due to continuous development.
- Risk assessment \downarrow 37% because of the higher level of service and decreases in disasters.
- Transfers Out: The 8% of revenue transfer to the GF would not occur this year.

Ms. Turner asked about the rotation of clean-energy vehicles. Mr. Astill said it was not occurring. Mr. Hales noted the high cost of clean energy vehicles. Mr. Astill confirmed. Ms. Turner thought a rotation might be better suited for smaller vehicles within the central garage division. Mr. Astill responded viable opportunities would be considered. Ms. Turner requested clean energy vehicles be put on contingency.

Central Garage:

Staffing: No change. Four employees.

Capital Projects: A refrigerant machine, to recycle freon and recharge vehicles; and one roof mounted swamp cooler was noted.

Courts – Karen Gallegos

Budget Information:

- Overall, current budget is doing well.
- Staffing: Two employees left, which leaves a total of eight. Everything is operating adequately.
- Car Allowance \uparrow 333% to provide standard amount equivalent to all department directors.
- Travel and Training \uparrow 15% for required training.
- Professional Services \downarrow 100%. Traffic school was discontinued.
- Building and Grounds: Reduced to \$20,000 from 28,000. City employees oversee the facility now.
- Defense Counsel = \$61,000. If necessary, counsel is provided for those who cannot afford it.
- Judge Coverage: Utilized for small claims court when Judge Thompson is not available.
- Rent and Lease Payments \downarrow \$40,000, due to vacating the second floor.

Mayor Camp praised Ms. Gallegos for taking on new responsibilities, adjusting and reorganizing court administration details after staff changes occurred. Judge Thompson agreed and thanked the police for

taking over fingerprinting procedures.

Human Resources – Robyn Colton

Mission Statement: It is the mission of the human resources department to provide the following quality services to the employees of Murray City: Resources for administering benefits, policies, and procedures; recruitment of qualified individuals, retention of valuable employees; training, development and education, to promote individual success, and increase overall value to the organization in a safe and helpful working environment.

- Personnel: Currently, two full-time staff, due to a departure; the HR director position is vacant.
- Software Maintenance ↑ 19% for the purchase of managing software, geared for on-line city directory updates, and various required employee training programs.
- Professional Services ↑ 100% to \$30,000 for future sexual harassment training.

Information Technology – Robert White

Mission Statement: Provide service to the city of Murray, with the understanding that all city employees and elected officials are our customers. We will do our best to assist clients with the right IT needs and issues, as quickly as possible, and ensure they are treated with integrity and respect. We will continue to maintain a highly effective and reliable network, and servers, to look for, and promote innovative ideas for uses in information technology environment, and to ensure that we maintain a cutting edge – not bleeding edge technology.

Mr. White reported one day's worth of work was recently dedicated to restoring the city's IT system, due to a Russian hacking, the infection spread to 20 servers within five hours. The entire system was shut down to resolve the problem. Ninety-nine percent of affected information and material was recovered, due to a good backup system.

Budget Information:

- Staffing: Satisfactory with the addition of new Data Base Administrator, Mr. Cook.
- Software ↑18% for the Munis System contract renewal, which increased \$10,000.
- Small Equipment ↑ 67% for personal computer replacements, annual police laptop replacements, and all associated programs, as well as, to replace one server, which occurs annually.
- Capital Projects: Ranging from \$16,000 to \$100,000 in cost; thermal printers for police (to avoid freezing in winter), an interactive voice system, for utility billing processes; also, the Spillman server migration to Linux, antivirus, and a program to support electronic document management.

GIS (Geographic Information Systems) – No change to the budget, and staffing is at maximum.

- Capital Projects = \$12,000 for a plotter (the old plotter would be given to the storm water division).

Finance and Administration – Brenda Moore

Mission Statements for the following were read as:

- Finance Department: *Murray City Finance Department strives to be an accountable steward by cooperating with city departments, elected and appointed officials, in providing accurate timely and relevant financial information for the use of citizens, council management and employees.*
- Utility Billing: *We are the face of the city, a direct reflection of its integrity, resource of general city*

information. Our mission is to serve the citizens of Murray in a courteous compassionate and efficient manner. Our primary function is to provide accurate and timely utility information to the residents and business owners within the city.

Finance Department – Brenda Moore

Budget Information:

- Personnel ↑ 7% - The vacant position for Director of Finance and Administration was budgeted as a high-level position, which now includes family health insurance coverage.
- Staffing is adequate with a total of five employees.
- Travel and Training ↑ 11%.
- Administration Allocation ↓ 69% after reanalysis of operations and maintenance to the GF and other enterprise funds.
- Cell Phone Allowance ↑ 80% for the possibility of adding three more cell phones.

Ms. Lopez noted several line-items with zero budgets. Ms. Moore explained this was because things like a financial software support program, equipment maintenance contracts, and professional services (for the audit) are not needed this year; she noted telephone cost allocations were changed city wide, therefore it was not budgeted either.

Recorder

Budget Information:

- Staffing: Three full-time employees, with one part-time position to be added this year.
- Travel and Training ↑ 290% for ongoing required conferences for recorder and purchasing agent.
- Public Notices ↑ 16% = \$1,500, to \$11,000.
- Postage ↑ 87%. The issuance of passports continues to increase in number.
- Credit Card Fees: No change.
- Administration Allocation = 40% of operation and maintenance costs, which are allocated to other departments.

Treasury

The department split from the Utility Billing Department; and the budget did not change.

Staffing: Two full-time employees.

Utility Billing

Budget Information:

- The budget remains the same as last year, with the exception of a decrease in postage and one allocation change.
- Staffing ↓ from 10 employees to five, due to moving treasury staff and meter readers.
- Contract Services = \$147,000 for a new utility billing service.
- Postage ↓ 90%. Outsourcing would save the city approximately \$150,000 per year. The department will still have a small postage machine, and a machine to open letters.
- Meter Readers: The budget was moved to the Public Works Department.

Adjournment: 4:03 p.m.

Pattie Johnson
Council Office Administrator II



**MURRAY CITY MUNICIPAL COUNCIL
BUDGET AND FINANCE COMMITTEE
Fiscal Year 2019-2020**

The Murray City Municipal Council met as the Budget and Finance Committee Thursday, April 11, 2019 in the Murray City Center, Conference Room #107, 5025 South State Street, Murray, Utah.

Members in Attendance:

Diane Turner	Budget Chair - Council District 4
Brett Hales	Budget Vice-Chair - Council District 5
Dave Nicponski	Committee Member - Council District 1
Dale Cox	Committee Member - Council District 2
Jim Brass	Committee Member - Council District 3

Others in Attendance:

Blair Camp	Mayor	Jan Lopez	Council Director
Doug Hill	Chief Administrative Officer	Jennifer Heaps	Comm. & PR Director
Pattie Johnson	Council Office	Jeff Martin	Buildings Maintenance Director
John Pearson	Golf Course	Lori Edmunds	Cultural Arts Director
Bruce Holyoak	Parks Superintendent	Lane Page	Cemetery
Cory Plant	Recreation Director	Nate Plaizier	Finance Accountant III
Jon Harris	Fire Chief	Laura Lloyd	Fire – Executive Assistant
Chad Pascua	Fire Assistant Chief	Craig Burnett	Police Chief
Joe Tarver	Police – Assistant Chief	Kristin Reardon	Police
Kim Fong	Library Director	Julia Pehrson	Library/MCEA
Janice Strobell	Resident		

Ms. Turner called the Budget and Finance Committee Meeting to order at 12:30 p.m. and welcomed those in attendance.

Budget Reviews continued: The council requested department directors share mission statements at the time of their individual FY 2019-2020 budget discussions. Highlights were as follows:

Parks and Recreation – Kim Sorensen

Mission Statement: *Promote a high quality of life by providing superior governmental services, in a professional, friendly, innovative and proactive manner.*

Vision Statement: *The Parks and Recreation Department will help Murray City be the best city through*

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valuing citizens, customers and all city employees by being creative, increasing knowledge, sharing resources, providing meaningful services, including citizens in decision making, communicating with elected officials and ensuring safe infrastructure.

Mr. Sorensen compared specific line items to last year totals, and highlighted the following to indicate budget changes for the following divisions:

Parks

- Overtime \uparrow 17% = \$5,000 more than last year.
- Buildings, Maintenance, and Grounds \uparrow 7% = \$10,000 more than the previous year.
- Utilities \uparrow 29% = \$80,000. For watering and irrigating grass, due to new tiered rate increases.
- Telephone \downarrow 67%. The expense was moved to the 'cell phones' budget to cover actual costs.
- Cell Phone \uparrow 22% = \$2,000 more this year.
- Risk Assessment \downarrow 17% related to last year's usage.
- Capital Projects:
 - Repave outdoor pool parking lot = \$300,000 (to be completed in spring of 2020).
 - Pavilion replacements = \$2 million.
 - Winchester playground = \$150,000.
 - Replenish all playground material = \$10,000.
 - 1 work truck = \$42,000.
 - 1 tractor = \$45,000.
 - 5-foot lawn mower = \$15,000.
 - 2 utility vehicles = \$22,000.

Ms. Turner asked if the parks department staff levels were adequate, and if compensation was acceptable. Mr. Sorensen said all parks employees are happy with their pay and all divisions are well staffed.

Mr. Nicponski asked if a \$4,000 expense was associated with the 'Willow Pond Fish Program' to supply fish. Mr. Sorensen confirmed the Division of Wildlife Resources would stock the pond.

A brief discussion occurred about renovating Ken Price Ballpark; Mr. Sorensen explained construction is years away to replace the entire stadium where seating is crumbling, and lighting would be updated.

Park Center

- Part-time Wages \uparrow 3% = \$12,000 more than \$592,000 the previous year.
- Credit Card Fees \downarrow from \$10,000 to 0, for the new Sportsman software; the operating expense would now be allocated to the 'recreation' budget.
- Capital Projects: Fitness equipment replacement = \$75,000.

Mr. Nicponski noted an increase from \$7,356 to \$25,000 for 'recreation officials.' Mr. Plant explained the increase would pay independent contractors who provide private lessons; compensation would come from this budget instead of 'full-time wages.'

Recreation

- Overtime \uparrow 25% = \$500 more than \$2,000 the previous year.
- Credit Card Fees \uparrow 58% to process all credit card fees from each division within the parks and

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recreation department, utilizing new Sportsman software.

- Capital Projects:
 - Replace 14 breakaway basketball rims = \$5,000.
 - Install adjustable mechanical hoops = \$6,000.
 - Replace scoreboards at Christ Lutheran School = \$6,000. Mr. Sorensen explained the city was not purchasing scoreboards for the school but replacing the city's outdated scoreboards that the Murray City Recreation Department uses at the facility; scoreboards belong to the city.

Arts and History

Mission Statement - Museum: *The Murray City Museum documents, preserves, studies and interprets the history of Murray; including early settlement, community growth, industrial prominence and modern expansions through exhibits, collections, research and education opportunities for youth and adults through tours and programs.*

Budget highlights:

- Part-time Wages ↑ 11% = \$36,000 to provide for technical staff at the amphitheater.
- Local Arts Programs ↓ 86%. Funds moved to 'contract services' to better reflect grant money activity.
- Contract Services ↑ 47% to reflect grant funding use.
- Capital Projects = \$1 million to begin renovating the Murray Theater, which starts with the RFP (request for proposal) process for attaining an architect. (Funds are still needed to match the county's \$3.5 million.)

Outdoor Pool

- Full-time Wages ↓ 31%. Full-time employees will now work a 30-hour work week.
- Credit Card Fees ↓ from \$2,000 to 0. (operating expense now allocated to the recreation budget).
- Capital projects: See Facilities division.

Senior Recreation Center

Mission Statement: *Enhance the quality of life for persons 55 and over, by providing a friendly atmosphere, excellent programs, volunteer opportunities, social interactions and resources to remain independent, healthy and active.*

- Overall budget is status quo.
- Credit Card Fees ↓ from \$2,400 to 0. (operating expense now allocated to recreation budget).
- Capital Projects:
 - Replace broken blinds and window coverings = \$12,000.
 - Replace exercise equipment = \$5,000.
 - Purchase kitchen equipment = \$3,000.

Cemetery

- Part-time Wages ↑ \$2,500 for pay increases.
- Overtime ↑ \$2,000 for Saturdays and after-hours funeral arrangements = \$10,000.
- Utilities ↑ 71% = \$60,000 to water and irrigate grass; a result from new tiered water rates.
- Capital Projects: One dump truck = \$54,000, and two lawn mowers = \$16,000.

Facilities

- Regular employees ↑ 5%, to provide for maintenance/custodial work at the senior center, where a retirement is anticipated; the position would now be filled by city facilities staff.

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- Seasonal/Part-time ↑9%.
- Small equipment ↑\$2,000 from \$3,000 last year.
- Capital Projects: A lengthy list totaling \$874,500 was reviewed. (See Attachment #1)

Parkway

- Overall budget is fine.

Golf Course - Pro:

- Part-time Wages ↑2% = \$111,000.
- Risk assessment ↓16%.

Golf Course – Superintendent:

- Part-time Wages ↑3% = \$80,000.
- Janitorial services ↑\$400.
- Fuel ↓\$1,000.
- Buildings, Maintenance, and Grounds ↑44% = \$104,000 for bunker sand. (The 'operations expense' previously allocated to CIP Funding was moved to this budget).
- Office equipment ↑\$50.
- Cell phone ↑\$500.

Ms. Turner asked what a \$105,000 'capital projects transfer-in' was utilized for and noted it was significantly less than the previous year. Ms. Moore confirmed the transfer would cover the cost of a green's mower, a turf truckster, a sand raking machine, and carpet replacement in the café and pro-shop.

CED (Community and Economic Development) – Melinda Greenwood

Ms. Greenwood affirmed the department replaced the former ADS (Administrative Development Services Department); part-time positions were no longer needed, and other changes occurred, after Mr. Tingey's departure. Budget highlights were noted for each division:

CED

- Staffing: Appropriate with two employees; but a business analyst, and a plans examiner are needed.
- Business licensing: Workload ↑significantly this year.
- Compensation: Satisfactory, although, long-term concerns were noted regarding two top-range employees, and one 20% pay range reduction for the development services manager, due to the compensation study.
- Full-time Wages ↓14% because of the pay difference between Ms. Greenwood, and former ADS Director, Mr. Tingey; as a result, decreases were mentioned in other 'personnel' items like insurance, retirement and workers compensation also.
- Admin. Allocation – Wages ↓ Because 50% of Ms. Greenwood's salary would come from the RDA Fund.
- Contributions: EDCU (Economic Development Corp. of Utah) = \$7,500. (Moved from the Planning Division budget.)

Mr. Brass explained the EDCU contribution in past years only provided booth access during annual RECon/ICSC events held in Las Vegas. (International Council of Shopping Centers Conference). He questioned whether the donation held value and requested Ms. Greenwood monitor the investment. Ms. Greenwood confirmed various retail membership levels were evaluated and thought this level provided substantial value, for attaining things like assistance in pulling demographics, and graphic

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artists to design and print brochures.

Building Inspections

- Staffing: Remains at seven, but the search for an adequate plans examiner continues.
- Part-time Wages $\uparrow 100\% = \$34,000$ to provide an inhouse part-time plans examiner.
- Supplies $\uparrow 206\% = \$9,500$. Ms. Moore explained the item was raised to equal the former spending level that included costly code books and other essential needs.

Planning

- Some line items are now in-active, due to reorganization and reallocations to the CED budget.
- Staffing: Sufficient.
- Weed Control: Subcontractors are utilized when necessary, and property owners are billed. Last year approximately 12 weed liens occurred, which have been paid in full.

RDA (Redevelopment Agency) – Melinda Greenwood

Ms. Greenwood said a detailed presentation regarding all development area budgets would be provided to the RDA board in the future. Two RDA areas are due to expire in 2023. Affordable housing money needs to be expended in the SSOD (Smelter Site Overlay District). The budget will be thoroughly discussed in an upcoming RDA meeting.

Fire Department – Chief Harris

Mission Statement: To provide fire protection, fire prevention, and emergency medical services to the residential and business populations of the city, with a well trained staff, in an organized and safe manner at a minimal cost to the city, and to cooperate with other departments in the city.

Budget highlights:

- Staffing: Appropriate.
- Overtime $\uparrow 14\%$ mostly due to wage increases, however, the department is running tight, due to not only maintaining minimum staff levels on a daily basis, but more significantly during summer, when staff is on vacation, falls ill, has military leave, requires FMLA (Family, Medical Leave Act), or gets injured. As a result, a great amount of overtime is occurring. The need to hire one more firefighter, per shift, would be considered next year.
- Part-Time Wages $\downarrow 55\%$ because one position became full time.
- Uniform Allowance $\uparrow 6\%$, which is the first increase in 20 years.
- Operations:
 - Suppression:
 - Fuel $\uparrow 14\%$ (inflation projection).
 - Professional Services $\uparrow 100\% = \$2,000$. The new line item would provide a new mental health program for first responders in need of counseling.
 - Paramedic:
 - Fuel $\uparrow 11\%$ (inflation projection).
 - Small Equipment $\downarrow 43\%$ based on actual needs; less than the previous year.
- Capital Projects = \$750,000 for small equipment, ambulance refurbishment, and fire support vehicles.

Chief Harris appreciated the new compensation step-plan; prior to it he was continually notified about possible departures, however, currently nobody is looking for employment elsewhere. He stressed morale

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improved by volumes because pay increases made such a positive difference. He said Tier-2 funding would be effective July 2020, when 17 employees would be eligible, and the increase would occur each year. The cost for funding fire department Tier-2 employees, would be approximately \$40,000 per year.

A lengthy conversation occurred regarding the number and type of vehicles the city fire department has, when a ladder or tower truck would be utilized, the age of each vehicle, yearly maintenance requirements, as well as, testing and inspection details of all vehicles.

The conversation continued about the expectations the city has of assisting neighboring cities related to agreements, apparatus use, and assignments should a major fire break out.

In addition, the Chief explained a 20-year plan was in place for capital needs, related to what types of equipment, vehicles and major apparatus would be needed into the future, which included costly radios and air packs that would all be budgeted accordingly.

He reported new construction was coming along well, with a completion date of Thanksgiving 2019; however, he expressed concern that there was no contingency in place for increasing costs, therefore, additional funding might be necessary.

Mayor Camp noted contingency was in place for the new fire station, however, due to the increasing cost of steel, the bond would fall short. All councilmembers confirmed. Chief Harris stated all purchasing for the new fire station would be conservative.

Mr. Cox addressed contingency; he said it was imperative the city not cut corners on important matters and the station should be well constructed to last the next 30 years.

Police Department – Chief Burnett and Deputy Chief Tarver

Mission Statement: The mission of the Murray City Police Department is to provide a safe and peaceful environment for people to live and work. Providing police services that are the highest quality and that are responsive to the community. We will work to develop community partnerships enabling us to jointly solve problems and enhance the quality of life in our city. We are committed to the prevention of crime and the protection of life and property, the preservation of peace, order and safety, the enforcement of laws and ordinances, and the safeguarding of constitutional guarantees. To fulfill our mission, the Murray City Police Department is dedicated to providing quality work, a quality work environment and career development for the employees through effective training and leadership.

Budget highlights: Chief Burnett said the budget was similar to last year, there was very little increase, with the exception of overtime and a few minor items.

- Staffing: Next year a staff increase might be necessary, because of new growth areas, and the request for more officers has stopped.
- Compensation: Chief Burnett extended great appreciation for pay increases, which made a very significant difference in morale and turnover rates; officers are no longer looking elsewhere for employment, and the department is comparably more competitive.
- Overtime ↑17% = \$173,000.
- Operations:
 - Administration:
 - Small Equipment ↑ from \$5,000 to \$7,000 to replace office printers.

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- Software Maintenance ↑ 9% to pay for NetMotion mobility network license.
- VECC (Emergency Communications Center) ↓7% because Herriman and Riverton City are participating.
- Patrol – Supplies ↑ 17% for patrol car thermal printers, and costly thermal paper.
- Capital Projects:
 - Replace 12 vehicles = \$425,000 (seven-year rotation).
 - Small equipment replacement = \$50,000.
 - Motorcycle replacement = \$50,000 (five-year trade in).

Chief Burnett noted the training center also needs a lot of work, because 15 other agencies use it regularly.

Mayor's Office – Jennifer Heaps

Mission Statement: There was not a mission statement specific to the mayor's office, so, Ms. Heaps read the city mission statement established through strategic planning efforts a few years ago: *Murray City promotes a high quality of life by providing superior governmental services in a professional, friendly, innovative and proactive manner.*

Budget highlights:

- Staffing: No changes.
- Personnel ↑ 4% for COLA (Cost of Living Adjustment) increases.
- Operations remain the same, however, line items 'small equipment' and 'equipment maintenance' were removed because they are no longer utilized; any expenses would come from 'supplies.'

City Council – Janet Lopez

Mission Statement: *The Murray City Council staff strives to provide a friendly and welcoming atmosphere for residents, business owners, and employees to meet with council members; and to accommodate those seeking information. We make every effort to effectively, and efficiently deliver answers to questions or resolutions when there are concerns. We endeavor to provide research and background materials that are clear, complete and concise for council members to be fully informed and make wise decisions on behalf of the citizens of the city. We promote transparency, by consistently exceeding all provisions of the Utah Open and Public Meetings Act, encouraging citizen participation in our meetings.*

Budget highlights:

- Part-time Wages = \$11,000 for part-time staff to include all associated taxes.
- Operations:
 - Car Allowance ↑ 414% = \$350 per month to provide Ms. Lopez with the same standard allowance all city department directors receive; this includes \$50 per month for her assistant.
 - Council Allowance ↑ 40% = \$100 more, per month, per council member - to match the same level of all city department directors.
 - Books and Subscriptions ↑ slightly to attain updated City Code books.
 - Travel and Training ↑ 2% for inflationary costs.
 - Meals ↑ 16%.
 - Small Equipment ↑ 22% to address the possibility of providing i-pads to new council members after the upcoming election. (Ms. Lopez noted i-pads were issued on a rotation basis, so council members do not get a new i-pad each year). The increase also provided for council members who option for the use of a city owned cell phone.
 - Miscellaneous ↑ 25%, in preparation for possible new council members, which includes, new

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letterhead, printing business cards, attaining name plates, and hosting the Oath of Office ceremony and luncheon.

- Professional Services ↑ \$35,000 for independent audit services.
- Admin. Allocation – Based on finance director's calculations.

A brief discussion occurred about whether council members favored owning cell phones, with reimbursement of \$65 per month; or, prefer a city owned cell phone, with a cost of \$5 per pay period to cover personal calls. City owned phones would be returned to the city upon departure. Mr. Cox, Mr. Brass, and Mr. Nicponski agreed owning their own cell phones was more suitable. There was a consensus not to provide city-owned cell phones.

Non-Departmental – Brenda Moore

The budget includes non-profit information, contributions, professional services, and various supplies, which tend to be city-wide and outside the purpose of a specific department.

Budget Information:

- Unemployment ↑ 275%, due to anticipated unemployment benefits for two former highly compensated employees.
- City Newsletter ↑ 56% for the coming election year; more notices and articles would be necessary.
- Retiree Insurance ↓ to 11 employees that participate in the program; Ms. Moore noted personnel is aging out - city-wide.
- Supplies ↑ 100% for things like, copy paper, break room supplies, and other specific items used by all city staff.
- Miscellaneous ↓ 87% because overall spending did not occur as anticipated.
- Wellness Program ↑ \$3,000 to provide a new payroll program for all city employees.
- Professional Services ↑ 75% for bond rating and appraisals, associated with new city hall facility.

Ms. Lopez briefly reviewed the contingency list to be discussed the following Monday, as follows:

- Clean energy vehicles
- Employee COLA increases
- Chamber of Commerce Golf Tournament
- Intent document
- Public Works CIP list

Library – Kim Fong

Mission Statement: *To be your local hometown library.*

Vision Statement: *Open New Worlds.*

Budget Information:

Ms. Fong reported little change to the overall budget, due to consistent revenue from the property tax levy; most line item expenditures remained the same also. The following was discussed:

- Revenue – Same with no tax increase.
- Personnel ↓ 7% due to a senior employee retirement.
- Miscellaneous ↓ \$10,000 and reallocated to 'Adult E-books.'
- Adult E-books ↑ \$10,000 because it continues in popularity.
- Transfers Out and Contributions to Fund Balance:

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- Reserve Buildup ↑ 69% = \$580,000 to save for a new library facility. The savings transfer was built into the budget when the property tax increase was approved, and the hope is to contribute the same amount next year.
- Capital – Buildings = \$120,000 to provide for ongoing repairs, as well as, \$15,000 for furnace repairs and to replace continual broken air conditioning units. New counter tops and sinks in both men's and women's restrooms have been completed.

Ms. Fong explained the original plan for the downtown redevelopment included new library construction. However, since the nature of renovating changed, the need to purchase property separately would be necessary; the new expense was not previously anticipated. As a result, land purchasing would delay savings for new construction, and a higher bond interest rate for the cost of purchasing property was expected. She expressed concern about frequent spending to improve the existing building, when the hope was to construct a new facility.

MCEA (Murray City Employees Association) – Julia Pehrson

Ms. Pehrson reported the following:

- The process is still underway to achieve 501 (C) (4) status.
- A request was noted for the 2.5% COLA.
- A new MCEA president is expected as Ms. Pehrson's two-year term expires in July; she was recently named as the new Murray City Assistant Librarian.
- The association is doing well since problems in the past, it is better financially organized, with improved checks and balances in place.

Ms. Moore addressed a question made by Mr. Nicponski about the number of city employees who opted out of health insurance; she reported 52 people, which provided a net savings of approximately \$159,000.

Adjournment: 3:30 p.m.

Pattie Johnson
Council Office Administrator II

ATTACHMENT #1

Murray City Annual Budget

Fiscal Year 2019/2020

FY 2020 CAPITAL IMPROVEMENT PROJECTS LIST

Acct #	Description	Detail	Budget
VEHICLE AND EQUIPMENT REPLACEMENT PROGRAM			
City Council			
41-0101-47400	Clean Energy Vehicles	Clean Energy Vehicles additional costs	30,000
			30,000
Courts			
41-0201-42170	Small equipment replacement program	Copiers, printers, etc	15,000
			15,000
Police			
41-0701-42170	Small equipment replacement program		50,000
41-0701-47400	Replace Police vehicles (min 12 per year)	7 year rotation schedule, 84 vehicles (\$35,000 ea)	375,000
41-0701-47400	Motorcycle replacement	5 year trade in for motorcycles	50,000
			475,000
Fire			
41-0801-42170	Small Equipment	Fire (EMS) - Equipment	200,000
41-0801-47400	Equipment	Fire engine - In production	725,000
41-0801-47400	Equipment	Support vehicles	125,000
41-4108-47200	Furnishings for the new fire station		300,000
	Carryforward from FY19		
			1,350,000
Streets			
41-1001-47400	Lane Line Stripper Truck #52	25 years old - replacement	180,000
41-1001-47400	Bobtail Tack Truck	29 years old - replacement	190,000
41-1001-47400	Side walk Plow/Salter	Sidewalk snow removal	15,000
	Concrete Storage Bins	Stormwater compliance for the Public Works facilities SWPPP	15,000
	1 1/2 Ton Truck and Plow	Replacement	55,000
			455,000
Parks			
41-1101-47300	Winchester playground	Replace playground at Winchester Park	150,000
41-1101-47400	F 250 truck	Work truck hard miles	42,000
41-1101-47400	Replace 1995 tractor		45,000
41-1101-47400	Replace 5 ft mower		15,000
41-1101-47400	Replace two utility vehicles		22,000
41-1102-42170	Replace 14 Break away basketball rims at the Park Center		5,000
41-1102-42170	Install Adjustable mechanical hoops on North side court at Park Center		8,000
41-1102-42170	Replace Scoreboard at Christ Lutheran		6,000
			293,000
Park Center			
41-1102-42170	Fitness Equipment		75,000
			75,000
Senior Recreation Center			
41-1106-42170	Replace broken blinds and window coverings		12,000
41-1106-42170	Exercise Equipment	Replace every other year, didn't replace last year	5,000
41-1106-42170	Kitchen Equipment	additional options for lunch (deep fryer, pizza pans)	3,000
			20,000

FY 2020 CAPITAL IMPROVEMENT PROJECTS LIST

Acct #	Description	Detail	Budget
VEHICLE AND EQUIPMENT REPLACEMENT PROGRAM			
Cemetery			
41-1107-47400	Dump Truck	Replace old dump truck	54,000
41-1107-47400	Mower	Replace old mower	16,000
			70,000
Community & Economic Development			
41-1301-47400	Vehicle replacement (1 every 2 yrs)	8 supporting vehicles for Bldg & Planning	15,000
			15,000
Recorder			
41-1303-47400	Equipment	Copiers, printers, scanners, etc	15,000
			15,000
IT			
41-1304-42170	Thermal Printers 26	Replace patrol car printers	16,000
41-1304-42500	Sophos Antivirus	Our current Antivirus requires a lot of hands-on management. This will free up our time managing this software. It has also been discovered that we are having issues with our current antivirus and windows updates.	16,000
41-1304-47400	Spillman Server Migration to Linux	Spillman is ending support for all IBM AIX servers by the 3rd quarter of 2019. It is imperative we migrate this server over to our virtualized environment into a Linux sever this year. It has been indicated, we will be using this server for at least 2 more years. We also want to ensure all police legacy data is kept intact.	35,000
41-1304-47400	IVR (Interactive Voice Response) System	The IVR system needs to be upgraded prior to going live with the Tyler Munis utility billing system. The current IVR system accounts for approximately 60% of the call volume. This system is very important to the utility billing area and needs to be upgraded this year.	45,000
41-1304-47400	Dell NAS Device(s) to replace current older NAS devices	This new NAS (Network Attached Storage) will give one centralized location for storing data on the network. The current devices are 11 years old and have reached EOL (End of Life) support. Also, the new NAS devices will be more compatible with our Active Directory system and allow us to use our Veeam backup system.	30,000
41-1304-47400	Document management program	To support the Recorder, City Attorney, and Council office in electronic document management	100,000
			242,000

FY 2020 CAPITAL IMPROVEMENT PROJECTS LIST

Acct #	Description	Detail	Budget
VEHICLE AND EQUIPMENT REPLACEMENT PROGRAM			
GIS			
41-1305-47400	Plotter	Large format plotter to replace the HP Z5400, it will be five years old.	12,000
			12,000
Total Vehicles and Equipment Replacement			3,067,000

INFRASTRUCTURE

Facilities

41-1308-42500	Leisure Pool Replaster	Leisure Pool needs to be replastered. Hydrazzo surface has many pits and areas where skim coat has let go. Surface needs replastered typically every 10 years.	70,000
41-1308-42500	Replace KidZone Carpet	Carpet in KidZone was originally installed in 2002. It has begun to scratch in areas and has torn. Need to be replaced.	10,000
41-1308-42500	Circulation, water feature strainer baskets	Competition and Leisure Pool strainer baskets are rusted and leaking air/water. Causes excessive wear to pump impellors and motors, reduced circulation needed for sanitation.	40,000
41-1308-42500	Roof Top Units need to be replaced	The center's RTUs are past their life-expectancies. Only one has been replaced in 17 years(KidZone). Two gym units, weight room unit, studio unit, offices unit, main hall unit, spin unit and locker rooms make-up air unit.	175,000
41-1308-42500	Recoating interior and exterior of slide	Interior of slide has been weathered and worn down to where fiberglass matting is exposed. Needs to be entirely recoated and exterior has faded due to UV exposure.	40,000
41-1308-42500	Outdoor Pool Locker Rooms, Entryway, Lifeguard rooms Flooring Replaced	The outdoor pool locker rooms and entryway floors need to be replaced. Years of use has etched away top coat leaving exposed quartzite allowing dirt and soils to penetrate floor coatings.	40,000
41-1308-42500	Main Building Interior Remodeled	Main Building has not had upgrades since 1978. Countertops are over 20 years old. Would like to redesign front entry, and Point of Sale counters.	60,000
41-1308-42500	Flooring resurfaced	Grind, polish, and line concrete flooring to repair floor that has pitting.	45,000
41-1308-42500	Outdoor Pool Replaster		125,000

FY 2020 CAPITAL IMPROVEMENT PROJECTS LIST

Acct #	Description	Detail	Budget
INFRASTRUCTURE			
Facilities (continued)			
41-1308-42500	Furnace, A/C	Replacement Units to upgrade HVAC with energy efficient units.	15,000
41-1308-42500	Heater for garage	Parts are no longer available for the unit. Needs to be replaced.	7,500
41-1308-42500	Outside Lighting	Replacement lights retrofitting to LEDs.	10,000
41-1308-42500	Concrete repairs to front entry walk.(Brick over fountain)	Front brick over fountain has lifted and is uneven causing some hazards.	10,000
41-1308-42500	Roofing Repairs	Roof needs repairs or replacement in some areas.	15,000
41-1308-42500	Roofing	Roofing sections need to be replaced/fixed.	50,000
41-1308-42500	Replace drop ceiling	Replacement tiles are no longer available. Willing to replace current drop ceiling a room at a time.	10,000
41-1308-42500	Carpeting Replaced	Station has carpeting that has stretched and needs replaced.	15,000
41-1308-42500	Matching Funds for Mansion, Chapel	Capital costs to upgrade building.	100,000
41-1308-42500	4-wheeler with plow and salter	4-wheeler for snow removal of City Hall, and RDA properties	12,000
41-1308-42500	Genie GS2632	New drivable man lift w/ floor extension replacing Park Center lift	25,000
			874,500
Building			
41-1306-42500	Building abatement		20,000
			20,000
Arts & History			
41-4111-47200	Murray Theater Remodel	Upgrade Murray Theater for city and public performances and apply for state or private funding.	1,000,000
			1,000,000
Parks & Recreation			
41-4111-47300	Pavilion replacement project	Replace pavilions 1, 2, 3, 4, and 5	2,000,000
41-1101-42500	Fall Material	Replenish fall material in playgrounds	10,000
			2,010,000
Studies			
41-4101-43000	City Transportation Plan (Update)	Update the City Transportation Plan to be consistent with the General Plan, the current plan is 13 years old	110,000
			110,000

Murray City Annual Budget

Fiscal Year 2019/2020

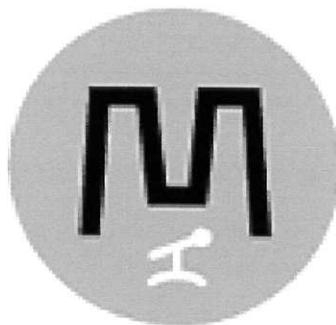
FY 2020 CAPITAL IMPROVEMENT PROJECTS LIST

Acct #	Description	Detail	Budget
INFRASTRUCTURE			
Streets (Transportation Sales Tax)			
41-4101-47300	Vine Street - 1300 East to Van Winkle (Class C)	Local matching funds for Federal Aid Project - Design & Right-of-Way	200,000
41-4101-47300	Radar Speed Signs	Install radar speed signs for neighborhood traffic calming - 6 large signs w/ programmable messages	30,000
41-4101-47300	Cottonwood Street Bridge - Bridge Deck Sealer (Class C)	Install Polymer Overlay or Healer Sealer to seal bridge deck as per UDOT Bridge Inspection Recommendations	225,000
41-4101-47300	State Street Pedestrian Bridge - Demolish and Remove Aging Bridge (Class C)	Demolish and remove the aging State Street pedestrian bridge (Option 2)	150,000
41-4101-47300	4800 S UP Track to City Limit	Overlay/ Class C	460,000
41-4101-47300	320 E 6230 S	Rebuild - water line work	280,000
41-4101-47300	Cottonwood - Winchester to City Limit	Overlay - water line work	130,000
			1,475,000
Transfer to the Golf Course			
41-0490-49254	Greensmower replacement	To replace 14 year old greensmower	35,000
41-0490-49254	Turf Truckster replacement	To replace 11 year old turf truckster	25,000
41-0490-49254	Sand raking machine	To replace 14 year old sand raking machine	15,000
41-0490-49254	Pro Shop and café carpet	Update 11 year old look	10,000
41-0490-49254		Other	20,000
			105,000
Total Infrastructure			5,594,500
Total Expenditures and Transfers Out			8,661,500



MURRAY
CITY COUNCIL

Committee of the Whole



MURRAY
CITY COUNCIL

Discussion Item #1



MURRAY

Finance & Administration

Quarterly Financial Report

Council Action Request

Committee of the Whole

Meeting Date: August 6, 2019

Department Director Brenda Moore	Purpose of Proposal Preliminary recap of financial results for FY2019
Phone # 801-264-2513	Action Requested Informational discussion only
Presenters Brenda Moore	Attachments None at this time
Budget Impact	Budget Impact No budget impact
Required Time for Presentation 20 Minutes	Description of this Item We are currently closing out fiscal year 2019. Preliminary information will be provided on July 30, and updated reports will be provided at the meeting on August 6.
Is This Time Sensitive No	We will review the preliminary financial statement, focusing on revenue and expenses compared to budget.
Mayor's Approval 	
Date July 16, 2019	

**QUARTERLY FINANCIAL STATEMENT
FOR THE FISCAL YEAR 2018-2019
4th QUARTER
Preliminary**



MURRAY CITY CORPORATION

Prepared by
Murray City Finance & Administration
Brenda Moore - Director of Finance and Administration

The following financial statements represent the period of July 1 through June 30, 2019. The statements are unaudited and were prepared in compliance with generally accepted accounting principles. Questions regarding these statements may be directed to the City's Finance & Administration Director, Brenda Moore at bmoore@murray.utah.gov.

COLUMN DESCRIPTIONS

- *Annual Budget* – Amended budget for fiscal year 2019 as of the date of the statements.
- *YTD to Budget* – Percent of the annual budget spent to date.
- *Current YTD* – Actuals for the period for the period of the statements.
- *Prior YTD* – Actuals for the same period from the prior fiscal year.
- *Chg* – Change between the current period and the same period year period, and percentage of change between the current period and the same prior year period.

DISCUSSION AND ANALYSIS

Percent of the year complete: 100%

General Fund

- Fund Balance – After the transfer of the .2 City option tax fund balance will be 29% above prior year.
- Revenues – Revenues for the year with a flat estimate for June Sales tax are 1% above of budget. Investment revenue grew by \$234,939 (147%) over last year due to rising interest rates.
- All General fund departments expenditures were below budget for the year.
- Transfers – Transfer in are calculated based on a percentage of revenue in the utility funds. Rate increases and utility usage will affect the transfer amount. Transfers out are typically done at year end unless needed by the receiving fund.

Capital Projects Fund

Equipment replacement and capital improvement projects are progressing as expected. The remaining budgets for ongoing projects will be brought forward with a budget amendment.

Library Fund

- Fund Balance – Fund balance has increased significantly this year to date due to the collection of property taxes.
- Expenditures – The Library's expenditures continue to remain below budget.

Water Fund

- Revenues – Water Sale revenues are 5% above last year which is expected with the new rate schedules.
- Expenditures – All expenditure categories are below budget.

Wastewater Fund

- Revenues – Revenues are consistent with the prior year at the same time; however, they remain 3% below budget.
- Expenditures – All expenditure categories are below budget. Debt is ahead of budget due to payment timing.

Power Fund

- Revenues – Revenues are 1% lower than the same time last fiscal year. With no rate change, revenues have decreased with lower power use during the period. However, revenues are trending ahead of budget.
- Expenditures – All expenditure categories ended below budget.

Storm Water Fund

- Revenues finished the year 4% above the previous year and expenditures were budget. Revenues increased due to the rate change effective July 1.

Golf Fund

- Net Position – The Golf Fund's year end net position is (\$1,132,892) due to the interfund loans from the Power and Water Funds. Fund balance is expected to remain negative until these loans are paid in full or the next 5 years, whichever is soonest.
- Revenues – Revenues are 1% higher than they were the last fiscal year and finished 2% below budget.
- Expenditures – Expenditures finished below budget for the year.

Solid Waste Fund

- Revenues finished the year 2% above budget and expenditures as of now are below budget. Revenues increased due to the rate change effective July 1. We have been informed of a coming 40% increase in the recycling tipping fees starting as early as May.

In summary, the City's revenues finished slightly above budget. Expenditures are also solidly at or below budget. At this time, there are no areas for concern.



Murray City Finance & Administration Director
July 30, 2019

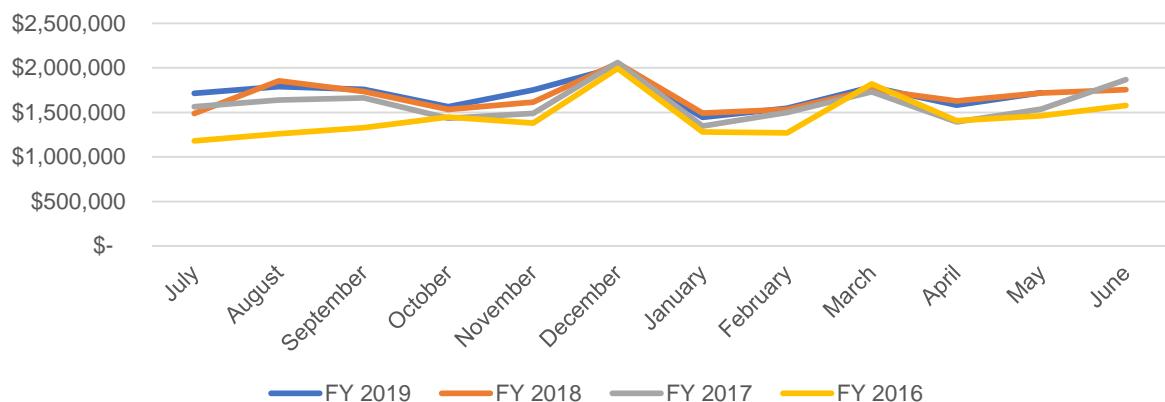
Murray City

Sales Tax Revenue Report

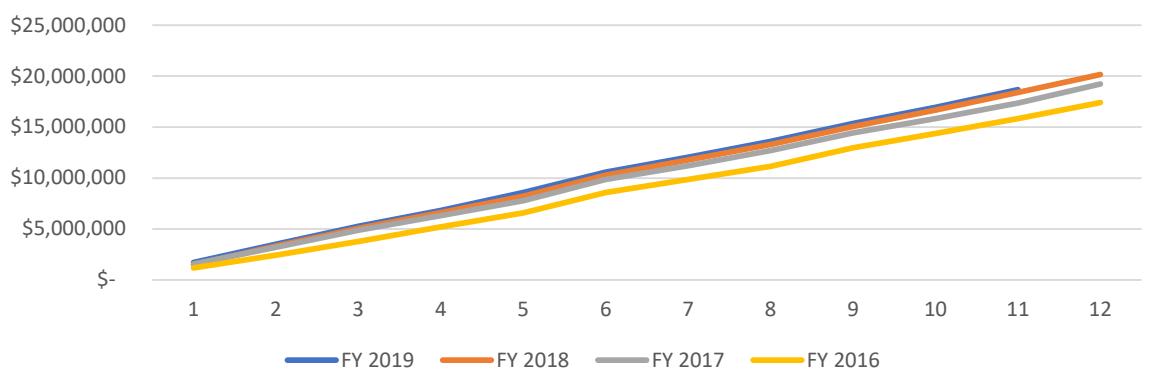
Sales through May 2019

	FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	19 to 18	18 to 17	17 to 16
	Actual	Actual	Actual	Actual	Actual			
July	\$ 1,715,381	\$ 1,487,836	\$ 1,565,489	\$ 1,180,182	\$ 1,084,065	15.3%	-5.0%	32.6%
August	1,788,806	1,853,361	1,638,399	1,258,480	1,177,199	-3.5%	13.1%	30.2%
September	1,759,485	1,733,822	1,663,953	1,329,396	1,245,431	1.5%	4.2%	25.2%
October	1,565,314	1,532,812	1,434,946	1,449,241	1,074,719	2.1%	6.8%	-1.0%
November	1,753,025	1,614,066	1,488,961	1,379,989	1,076,636	8.6%	8.4%	7.9%
December	2,009,631	2,053,229	2,060,524	1,993,805	1,553,361	-2.1%	-0.4%	3.3%
January	1,444,460	1,492,598	1,346,648	1,280,590	1,047,309	-3.2%	10.8%	5.2%
February	1,547,079	1,532,714	1,498,861	1,269,571	973,039	0.9%	2.3%	18.1%
March	1,787,498	1,754,234	1,731,358	1,819,874	1,285,179	1.9%	1.3%	-4.9%
April	1,580,402	1,629,575	1,393,785	1,406,301	1,096,071	-3.0%	16.9%	-0.9%
May	1,722,550	1,716,907	1,537,145	1,462,599	1,082,262	0.3%	11.7%	5.1%
June	-	1,755,954	1,867,616	1,577,418	1,328,927		-6.0%	18.4%
	\$ 18,673,630	\$ 20,157,106	\$ 19,227,686	\$ 17,407,445	\$ 14,024,199			
Change		1.5%	4.8%	10.5%	24.1%			

Sales Tax Revenue



Fiscal Year to Date Sales Tax Collected



MURRAY CITY
BALANCE SHEET - GOVERNMENTAL FUNDS (Unaudited)

As of June 30, 2019 (Unaudited) Preliminary as of 7/29/2019

	GENERAL FUND			CAPITAL PROJECTS FUND			REDEVELOPMENT AGENCY FUND			LIBRARY FUND		
	Current YTD	Prior YTD	Chg	Current YTD	Prior YTD	Chg	Current YTD	Prior YTD	Chg	Current YTD	Prior YTD	Chg
ASSETS												
Cash and investments	\$ 16,456,766	\$ 8,155,216		\$ 5,485,270	\$ 14,435,550		\$ 2,828,681	\$ (32,214)		\$ 1,746,136	\$ 728,030	
Restricted cash	510	381		6,012,230	5,848,353		15,229	2,635,306		16,960	16,493	
Receivables	3,852,559	4,730,409		-	7,245		12,675	-		21,826	17,783	
Other	7,297	51,589		634,699	-		-	-		29,473	18,895	
Capital assets, net	-	-		-	-		-	-		-	-	
Total assets	<u>20,317,132</u>	<u>12,937,596</u>	57%	<u>12,132,198</u>	<u>20,291,148</u>	-40%	<u>2,856,584</u>	<u>2,603,092</u>	10%	<u>1,814,395</u>	<u>781,201</u>	132%
LIABILITIES												
Payables and other liabilities	(2,814,543)	(2,600,613)		(1,049,507)	(123,256)		(3,790)	(613,499)		(77,989)	(58,797)	
OPEB & pension liabilities	-	-		-	-		-	-		-	-	
Total liabilities	<u>(2,814,543)</u>	<u>(2,600,613)</u>	8%	<u>(1,049,507)</u>	<u>(123,256)</u>	751%	<u>(3,790)</u>	<u>(613,499)</u>	-99%	<u>(77,989)</u>	<u>(58,797)</u>	
FUND BALANCE												
	<u>\$ 17,502,589</u>	<u>\$ 10,336,983</u>	69%	<u>\$ 11,082,690</u>	<u>\$ 20,167,893</u>	-45%	<u>\$ 2,852,794</u>	<u>\$ 1,989,593</u>	43%	<u>\$ 1,736,406</u>	<u>\$ 722,403</u>	140%

	CEMETERY FUND			TOTAL		
	Current YTD	Prior YTD	Chg	Current YTD	Prior YTD	Chg
ASSETS						
Cash and investments	\$ 1,349,389	\$ 1,432,979	-6%	\$ 27,866,242	\$ 24,719,562	
Restricted cash	-	-		6,044,928	8,500,533	
Receivables	-	-		3,887,059	4,755,437	
Other	-	-		671,469	70,484	
Capital assets, net	-	-		-	-	
Total assets	<u>1,349,389</u>	<u>1,432,979</u>	-6%	<u>38,469,698</u>	<u>38,046,016</u>	1%
LIABILITIES						
Payables and other liabilities	-	-		(3,945,829)	(3,396,165)	
OPEB & pension liabilities	-	-		-	-	
Total liabilities	<u>-</u>	<u>-</u>		<u>(3,945,829)</u>	<u>(3,396,165)</u>	16%
FUND BALANCE						
	<u>\$ 1,349,389</u>	<u>\$ 1,432,979</u>	-6%	<u>\$ 34,523,869</u>	<u>\$ 34,649,851</u>	0%

MURRAY CITY

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - GOVERNMENTAL FUNDS

As of June 30, 2019 (Unaudited) Preliminary as of 7/29/2019

Includes estimate for June sales tax collection

GENERAL FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
REVENUES					
Sales tax	\$ 16,392,000	100%	\$ 16,465,338	\$ 16,240,155	1%
Sales tax (option)	4,133,000	100%	4,145,934	4,079,961	2%
Sales tax (Transportation)	-		19,298	-	100%
Property tax	9,671,000	105%	10,179,734	6,836,547	49%
Franchise tax	4,672,000	95%	4,424,362	4,630,311	-4%
Charges for services					
Permits and licensing	1,390,500	132%	1,830,569	1,776,481	3%
Public safety	1,777,556	86%	1,534,118	1,803,510	-15%
Parks & recreation	1,591,700	114%	1,815,331	1,786,669	2%
Intergovernmental	2,832,206	83%	2,357,691	2,496,480	-6%
Fines and forfeitures	1,202,000	103%	1,238,102	1,208,321	2%
Other	604,000	127%	765,202	6,441,005	-88%
Total revenues	44,265,962	101%	44,775,679	47,299,440	-5%
EXPENDITURES					
Personnel					
General government	(2,630,706)	95%	(2,509,332)	(2,411,375)	4%
Police	(10,498,986)	102%	(10,688,551)	(9,016,201)	19%
Fire	(7,898,034)	98%	(7,739,201)	(6,635,556)	17%
Other public safety	(1,351,249)	88%	(1,193,373)	(1,202,911)	-1%
Public works	(2,152,414)	99%	(2,123,097)	(1,883,871)	13%
Parks and recreation	(4,612,345)	96%	(4,445,795)	(4,018,431)	11%
Development services	(1,087,996)	91%	(993,755)	(935,087)	6%
	(30,231,730)	98%	(29,693,104)	(26,103,433)	14%
Operations					
General government	(1,260,528)	85%	(1,068,569)	(1,078,265)	-1%
Police	(2,383,619)	88%	(2,100,690)	(2,038,285)	3%
Fire	(1,350,569)	83%	(1,117,504)	(1,125,250)	-1%
Other public safety	(359,083)	85%	(306,948)	(314,524)	-2%
Public works	(2,266,539)	89%	(2,007,439)	(1,439,603)	39%
Parks and recreation	(2,593,054)	86%	(2,223,246)	(1,944,504)	14%
Development services	(188,120)	90%	(169,230)	(239,468)	-29%
	(10,401,512)	86%	(8,993,626)	(8,179,899)	10%
UTOPIA	(1,783,332)	100%	(1,783,326)	(1,748,359)	2%
Debt service	(710,756)	98%	(697,946)	(369,967)	89%
Capital outlay	(581,639)	81%	(472,063)	(1,230,422)	-62%
Total expenditures	(43,708,969)	95%	(41,640,065)	(37,632,080)	11%
Transfers in	4,161,725	98%	4,089,992	4,242,846	-4%
Transfers out	(5,510,000)	1%	(60,000)	(12,839,000)	-100%
Change in fund balance	(791,282)		7,165,606	1,071,206	
Fund balance, beginning	10,336,983		10,336,983	9,265,777	12%
Fund balance, ending	\$ 9,545,701		\$ 17,502,589	\$ 10,336,983	69%

CAPITAL PROJECTS FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 3,754,637		\$ 1,497,985	\$ 425,849	252%
Expenditures					
Maintenance	-	-	-	-	-
Capital	(2,540,419)	66%	(1,667,754)	(608,590)	174%
Transfer in	(14,810,762)	58%	(8,605,434)	7,910,236	-209%
Transfers out	(310,000)	100%	(310,000)	(275,000)	13%
Change in fund balance	\$ (13,906,544)		\$ (9,085,202)	\$ 7,452,494	
Fund balance, beginning	20,167,892		20,167,892	12,715,399	59%
Fund balance, ending	\$ 6,261,348		\$ 11,082,690	\$ 20,167,893	-45%

REDEVELOPMENT FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 2,538,706	97%	\$ 2,469,650	\$ 1,998,689	24%
Expenditures					
Administration	(123,600)	93%	(114,617)	(120,962)	-5%
Redevelopment	(1,273,985)	46%	(585,014)	(1,399,790)	-58%
Capital	(453,292)	0%	-	(1,595,217)	-100%
Debt	(573,668)	100%	(572,418)	(575,134)	0%
Transfers out	(334,400)	100%	(334,400)	(338,302)	-1%
Change in fund balance	\$ (220,239)		\$ 863,201	\$ (2,030,715)	
Fund balance, beginning	1,989,593		1,989,593	4,020,308	-51%
Fund balance, ending	\$ 1,769,354		\$ 2,852,794	\$ 1,989,593	43%

LIBRARY FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 2,542,000	109%	\$ 2,765,453	\$ 1,726,478	60%
Expenditures					
Personnel	(1,166,939)	93%	(1,087,987)	(1,004,992)	8%
Operations	(706,393)	89%	(631,807)	(550,228)	15%
Capital	(139,478)	23%	(31,656)	(28,049)	13%
Change in fund balance	\$ 529,190		\$ 1,014,003	\$ 143,209	
Fund balance, beginning	722,403		722,403	579,194	25%
Fund balance, ending	\$ 1,251,593		\$ 1,736,406	\$ 722,403	140%

CEMETERY FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 19,100	238%	\$ 45,510	\$ 12,819	255%
Transfers out	(129,100)	100%	(129,100)	-	
Change in fund balance	\$ (110,000)		\$ (83,590)	\$ 12,819	
Fund balance, beginning	1,432,979		1,432,979	1,420,160	1%
Fund balance, ending	\$ 1,322,979		\$ 1,349,389	\$ 1,432,979	-6%

MURRAY CITY

BALANCE SHEET - PROPRIETARY FUNDS (Unaudited)

As of June 30, 2019 (Unaudited) Preliminary as of 7/29/2019

	WATER FUND			WASTEWATER FUND			POWER FUND			STORM WATER FUND		
	Current YTD	Prior YTD	Chg	Current YTD	Prior YTD	Chg	Current YTD	Prior YTD	Chg	Current YTD	Prior YTD	Chg
ASSETS												
Cash and investments	\$ 2,971,817	\$ 6,087,288		\$ 2,183,493	\$ 3,201,490		\$ 24,635,798	\$ 19,716,936		\$ 1,238,458	\$ 640,652	
Restricted cash	78	327,175		266,297	260,791		-	-		1,279,495	1,657,987	
Receivables	845,300	1,856,884		431,819	365,254		4,065,618	4,418,925		185,259	169,168	
Other (including inventory)	-	-		-	-		2,589,147	2,514,096		-	-	
Investment in joint venture	-	-		2,691,911	2,583,989		-	-		-	-	
Capital assets, net	21,416,981	42,011,447		8,500,801	8,818,809		26,345,335	28,133,697		12,132,650	11,638,964	
Total assets	25,234,176	50,282,794	-50%	14,074,321	15,230,333	-8%	57,635,898	54,783,655	5%	14,835,862	14,106,771	5%
LIABILITIES												
Payables and other liabilities	(426,522)	(1,432,831)		(388,395)	(320,225)		(6,716,723)	(5,536,619)		(108,155)	(207,754)	
OPEB & pension liabilities	(423,442)	(846,884)		(167,099)	(167,099)		(1,418,426)	(1,418,426)		(132,078)	(132,078)	
Bonds payable	(1,676,174)	(4,009,524)		(3,289,336)	(3,594,007)		-	-		(4,489,430)	(4,709,430)	
Total liabilities	(2,526,138)	(6,289,239)	-60%	(3,844,830)	(4,081,331)	-6%	(8,135,149)	(6,955,045)	17%	(4,729,662)	(5,049,261)	-6%
NET POSITION												
Net investment, capital assets	19,740,807	38,001,923		5,211,465	5,224,802		26,345,335	28,133,697		7,643,220	6,929,534	
Net position, unassigned	2,967,231	5,991,632		5,018,026	5,924,200		23,155,414	19,694,913		2,462,979	2,127,976	
Total net position	\$ 22,708,038	\$ 43,993,555	-48%	\$ 10,229,491	\$ 11,149,002	-8%	\$ 49,500,749	\$ 47,828,610	3%	\$ 10,106,199	\$ 9,057,510	12%
PARKWAY FUND				SOLID WASTE FUND			TELECOM FUND			TOTAL		
Current YTD	Prior YTD	Chg	Current YTD	Prior YTD	Chg	Current YTD	Prior YTD	Chg	Current YTD	Prior YTD	Chg	
ASSETS												
Cash and investments	\$ 602,905	\$ 484,565		\$ 211,227	\$ 311,131		\$ 116,777	\$ 110,575		\$ 31,960,476	\$ 30,552,637	5%
Restricted cash	-	-		-	-		-	-		1,545,869	2,245,953	-31%
Receivables	-	-		149,137	135,650		372,610	373,410		6,049,743	7,319,291	-17%
Other (including inventory)	50,726	50,726		-	-		-	-		2,639,872	2,564,822	3%
Investment in joint venture	-	-		-	-		-	-		2,691,911	2,583,989	4%
Capital assets, net	2,558,216	2,700,064		214,079	241,427		-	-		71,168,061	93,544,408	-24%
Total assets	3,211,847	3,235,354	-1%	574,443	688,208	-17%	489,387	483,985	1%	116,055,933	138,811,101	-16%
LIABILITIES												
Payables and other liabilities	(290,158)	(274,038)		(125,064)	(115,285)		(369,257)	(369,257)		(8,424,274)	(8,256,009)	2%
OPEB & pension liabilities	(159,220)	(159,220)		(45,649)	(45,649)		-	-		(2,345,914)	(2,769,356)	-15%
Interfund loans payable	(1,337,143)	(1,473,241)		-	-		-	-		(10,792,083)	(13,786,201)	-22%
Total liabilities	(1,786,522)	(1,906,498)	-6%	(170,713)	(160,934)	6%	(369,257)	(369,257)	0%	(21,562,271)	(24,811,567)	-13%
NET POSITION												
Net investment, capital assets	2,558,216	2,700,064	-5%	214,079	241,427	-11%	-	-		60,375,978	79,758,207	-24%
Net position, unassigned	(1,132,891)	(1,371,208)	-17%	189,651	285,847	-34%	120,130	114,728	5%	34,117,684	34,241,327	0%
Total net position	\$ 1,425,325	\$ 1,328,856	7%	\$ 403,730	\$ 527,274	-23%	\$ 120,130	\$ 114,728	5%	\$ 94,493,662	\$ 113,999,534	-17%

MURRAY CITY

BALANCE SHEET - INTERNAL SERVICE FUNDS (Unaudited)

As of June 30, 2019 (Unaudited) Preliminary as of 7/29/2019

	CENTRAL GARAGE			RISK MANAGEMENT			TOTAL		
	Current	Prior	Chg	Current	Prior	Chg	Current	Prior	Chg
	YTD	YTD		YTD	YTD		YTD	YTD	
ASSETS									
Cash and investments	\$ 231,310	\$ 191,365		\$ 2,042,866	\$ 1,809,404		\$ 2,274,176	\$ 2,000,769	
Other (including inventory)	57,593	69,292		-	-		57,593	69,292	
Capital assets, net	122,596	136,290		-	-		122,596	136,290	
Total assets	<u>411,500</u>	<u>396,947</u>	4%	<u>2,042,866</u>	<u>1,809,404</u>	13%	<u>2,454,366</u>	<u>2,206,351</u>	11%
LIABILITIES									
Payables and other liabilities	(31,328)	(28,482)		(312,865)	(302,329)		(344,193)	(330,811)	
OPEB & pension liabilities	(72,679)	(72,679)		(46,269)	(46,269)		(118,948)	(118,948)	
Total liabilities	<u>(104,007)</u>	<u>(101,161)</u>	3%	<u>(359,134)</u>	<u>(348,598)</u>	3%	<u>(463,141)</u>	<u>(449,759)</u>	3%
NET POSITION									
Net investment, capital assets	122,596	136,290		-	-		122,596	136,290	
Net position, unassigned	184,897	159,496		1,683,732	1,460,806		1,868,629	1,620,302	
Total net position	<u>\$ 307,493</u>	<u>\$ 295,786</u>	4%	<u>\$ 1,683,732</u>	<u>\$ 1,460,806</u>	15%	<u>\$ 1,991,225</u>	<u>\$ 1,756,592</u>	13%

MURRAY CITY

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - PROPRIETARY FUNDS

As of June 30, 2019 (Unaudited) Preliminary as of 7/29/2019

This statement excludes Net investment in capital assets and depreciation expense.

WATER FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 6,451,117	97%	\$ 6,275,202	\$ 11,822,986	-47%
Bond proceeds	8,600,000	0%	-	-	
Expenditures					
Personnel	(2,379,060)	95%	(2,262,315)	(4,167,458)	-46%
Ops	(2,060,819)	74%	(1,525,387)	(3,242,088)	-53%
Capital	(4,048,256)	42%	(1,689,012)	(2,500,086)	-32%
Debt	(986,856)	37%	(365,934)	(796,582)	
Transfer in	-		-	-	
Transfers out	(500,215)	92%	(461,140)	(858,068)	-46%
Change in net position	\$ 5,075,911		\$ (28,585)	\$ 258,704	-111%
Net position, beginning	2,995,817		2,995,817	2,951,045	2%
Net position, ending	\$ 8,071,728		\$ 2,967,232	\$ 3,209,749	-8%

WASTEWATER FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 5,122,000	97%	\$ 4,974,693	\$ 4,842,591	3%
Bond proceeds	-		-	-	
Expenditures					
Personnel	(1,209,887)	99%	(1,196,387)	(1,086,158)	
Ops	(2,165,680)	92%	(1,999,526)	(4,623,412)	
Capital	(3,137,895)	56%	(1,749,297)	(213,044)	
Debt	(745,326)	93%	(695,717)	(829,908)	
Transfer in	21,125		21,125	21,125	
Transfers out	(384,000)	96%	(368,988)	(349,946)	
Change in net position	\$ (2,499,663)		\$ (1,014,096)	\$ (2,238,751)	-55%
Net position, beginning	6,032,123		6,032,123	8,198,292	-26%
Net position, ending	\$ 3,532,460		\$ 5,018,027	\$ 5,959,541	-16%

POWER FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 36,912,000	100%	\$ 37,033,122	\$ 37,863,278	-2%
Expenditures					
Personnel	(7,853,955)	95%	(7,490,112)	(6,774,044)	11%
Ops	(26,564,366)	85%	(22,499,630)	(22,308,328)	1%
Capital	(4,405,000)	17%	(768,923)	(771,019)	0%
Debt	-		-	-	
Transfer in	-		-	-	
Transfers out	(2,832,235)	99%	(2,813,956)	(2,875,257)	-2%
Change in net position	\$ (4,743,556)		\$ 3,460,502	\$ 5,134,630	-33%
Net position, beginning	19,694,913		19,694,913	14,576,282	35%
Net position, ending	\$ 14,951,357		\$ 23,155,415	\$ 19,710,912	17%

STORM WATER FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 1,880,000	106%	\$ 1,989,811	\$ 1,909,301	4%
Expenditures					
Personnel	(849,697)	100%	(851,152)	(723,603)	0.18
Ops	(477,011)	77%	(367,640)	(386,328)	(0.05)
Capital	(1,789,856)	7%	(121,835)	(1,589,890)	(0.92)
Debt	(374,842)	84%	(314,180)	(361,285)	(0.13)
Transfer in	-		-	-	
Transfers out	-		-	(145,800)	(1.00)
Change in net position	\$ (1,611,406)	-21%	\$ 335,004	\$ (1,297,604)	-126%
Net position, beginning	2,127,975		2,127,975	3,421,562	-38%
Net position, ending	\$ 516,569		\$ 2,462,979	\$ 2,123,958	16%

PARKWAY FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 1,297,115	98%	\$ 1,271,351	\$ 1,257,585	1%
Expenditures					
Personnel	(849,187)	97%	(820,459)	(768,366)	7%
Ops	(389,605)	96%	(374,650)	(307,379)	22%
Capital	(286,450)	62%	(178,460)	(80,045)	123%
Debt	(165,562)	100%	(165,562)	(165,562)	0%
Transfer in	370,000	100%	370,000	309,000	20%
Transfers out	-		-	-	
Change in net position	\$ (23,689)		\$ 102,220	\$ 245,233	-58%
Net position, beginning	(1,235,112)		(1,235,112)	(1,616,442)	-24%
Net position, ending	\$ (1,258,801)		\$ (1,132,892)	\$ (1,371,209)	-17%

SOLID WASTE FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 1,695,000	102%	\$ 1,728,815	\$ 1,664,033	4%
Expenditures					
Personnel	(329,501)	91%	(300,435)	(290,540)	3%
Ops	(1,443,935)	96%	(1,391,943)	(1,292,741)	8%
Capital	(70,000)	0%	-	-	
Debt	-		-	-	
Transfer in	-		-	-	
Transfers out	(132,000)	100%	(132,633)	(129,534)	2%
Change in net position	\$ (280,436)		\$ (96,196)	\$ (48,782)	97%
Net position, beginning	285,848		285,848	334,628	-15%
Net position, ending	\$ 5,412		\$ 189,652	\$ 285,846	-34%

MURRAY CITY

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - PROPRIETARY FUNDS

As of June 30, 2019 (Unaudited) Preliminary as of 7/29/2019

This statement excludes Net investment in capital assets and depreciation expense.

TELECOM FUND

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 71,500	108%	\$ 77,191	\$ 85,319	-10%
Expenditures					
Ops	(71,500)	100%	(71,789)	(83,179)	-14%
Transfer in	-		-	-	
Change in net position	\$ -		\$ 5,402	\$ 2,141	
Net position, beginning	114,728		114,728	112,587	
Net position, ending	\$ 114,728		\$ 120,130	\$ 114,728	

CENTRAL GARAGE

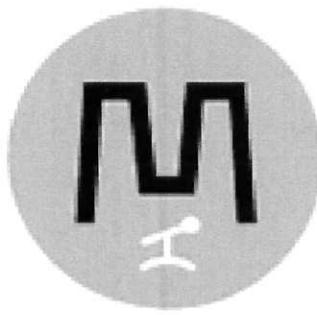
(Internal Service Fund)

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 427,066	101%	\$ 433,122	\$ 436,058	-1%
Expenditures					
Personnel	(344,084)	99%	(341,521)	(313,164)	9%
Ops	(51,369)	106%	(54,329)	(35,882)	51%
Capital	(27,106)	44%	(11,870)	(44,017)	-73%
Transfers out	-		-	-	
Change in net position	\$ 4,507		\$ 25,401	\$ 42,996	
Net position, beginning	159,495		159,495	116,500	
Net position, ending	\$ 164,002		\$ 184,896	\$ 159,496	

RISK MANAGEMENT

(Internal Service Fund)

	Annual Budget	YTD to Budget	Current YTD	Prior YTD	Chg
Revenue	\$ 1,158,981	104%	\$ 1,211,019	\$ 1,064,139	14%
Expenditures					
Personnel	(380,339)	93%	(353,785)	(288,176)	23%
Ops	(788,074)	80%	(634,307)	(587,234)	8%
Capital	-		-	-	
Transfers out	-		-	-	
Change in net position	\$ (9,432)		\$ 222,926	\$ 188,729	
Net position, beginning	1,460,806		1,460,806	1,272,077	
Net position, ending	\$ 1,451,374		\$ 1,683,732	\$ 1,460,806	



MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY

Finance & Administration

Murray City Hall Bond Reimbursement Resolution

Council Action Request

Committee of the Whole/Council Meeting

Meeting Date: August 6, 2019

Department Director Brenda Moore	Purpose of Proposal Discussion and consideration of a resolution for the Murray City Hall Bond Reimbursement
Phone # 801-264-2513	Action Requested Consideration of Resolution
Presenters Brenda Moore	Attachments Proposed resolution is attached.
Required Time for Presentation 20 Minutes	Budget Impact No budget impact
Is This Time Sensitive No	Description of this Item The city is currently incurring costs associated with the building of the new city hall. The city also anticipates issuing bonds to complete the project. This resolution allows the city to use future bond proceeds to reimburse the costs currently being incurred related to the new city hall project.
Mayor's Approval 	The resolution is required by federal regulation and is normally part of a bond parameters resolution. The look back period, after the council declares its intent to reimburse, is 60 days. The cost of the new city hall is still being established and we are not ready for the complete parameters resolution. We are bringing this as a separate resolution to set the date for the 60 day look back.
Date July 16, 2019	

RESOLUTION NO. _____

RESOLUTION OF THE MURRAY CITY MUNICIPAL COUNCIL
DECLARING MURRAY CITY'S INTENT AND REASONABLE
EXPECTATION TO REIMBURSE EXPENDITURES IN CONNECTION
WITH CONSTRUCTION OF A NEW CITY HALL WITH THE PROCEEDS
OF FUTURE TAX EXEMPT AND/OR TAX CREDIT BONDS.

WHEREAS, Murray City (the "City") intends to make expenditures for the design, acquisition, construction, equipping and furnishing of a new City Hall and all related improvements (the "Project") from funds that are available but that are not (and are not reasonably expected to be) reserved, allocated on a long-term basis, or otherwise set aside for those expenditures, and reasonably expects to be reimbursed for those expenditures from proceeds of tax exempt and/or tax credit bonds ("bonds") issued to finance those expenditures; and

WHEREAS, certain federal regulations (the "federal reimbursement regulations") relating to the use of proceeds of bonds to reimburse the issuer of the bonds for expenditures made before the issue date of the bonds require, among other things, that not later than 60 days after payment of the original expenditure the City declare a reasonable official intent to reimburse those expenditures from proceeds of bonds.

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

Section 1. Official Declaration of Intent. The City hereby declares its intention and reasonable expectation to use proceeds of tax-exempt and/or tax credit bonds to reimburse itself for the initial expenditures for costs of the Project.

Section 2. Reimbursement period. The Series 2020 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid.

Section 3. Maximum Principal Amount of Obligations Expected to be Issued for the Project. The maximum principal amount of the Series 2020 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed \$35,000,000. .

Section 4. Effective Date. This Resolution will be effective immediately upon passage.

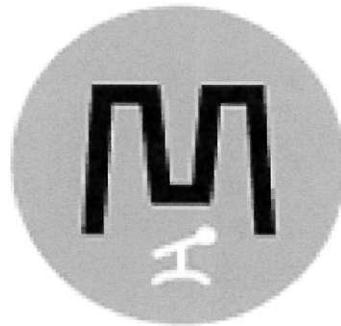
PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council, this day of , 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST:

Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

Discussion Item #3



MURRAY

Community & Economic Development

Resolution to approve Interlocal Agreement/Brownfields Grant

Council Action Request

Committee of the Whole

Meeting Date: August 6, 2019

<p>Department Director Melinda Greenwood</p> <p>Phone # 801-270-2428</p> <p>Presenters Melinda Greenwood Jim McNulty</p> <p>Required Time for Presentation 10 Minutes</p> <p>Is This Time Sensitive Yes</p> <p>Mayor's Approval</p>  <p>Date July 16, 2019</p>	<p>Purpose of Proposal Proposed City Resolution in support of an Interlocal Cooperation Agreement for a Brownfields Assessment Grant.</p> <p>Action Requested Informational discussion with the City Council prior to consideration and adoption.</p> <p>Attachments Draft Interlocal Cooperation Agreement.</p> <p>Budget Impact No Budget impact.</p> <p>Description of this Item This item was previously discussed during a COW meeting on November 6, 2018. Murray City had been asked to participate in a Brownfields Coalition with Salt Lake County and Salt Lake City. The proposed Coalition was tasked to work to obtain EPA Brownfields Grant Funds for each of the entities involved.</p> <p>On June 5, 2019, the EPA officially announced that the Coalition was awarded the Brownfields Assessment Grant in the amount of \$600,000 as requested. As a result, we are now moving forward with the Interlocal Cooperation Agreement between Salt Lake County, Salt Lake City and Murray City. Funds for site selection, criteria development, environmental site assessment, clean-up plans and other eligible activities as agreed to by Coalition Members will be available on October 1, 2019.</p>
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RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY, SALT LAKE COUNTY ("COUNTY") AND SALT LAKE CITY CORPORATION ("SLC") FOR A BROWNFIELDS ASSESSMENT GRANT

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

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

WHEREAS, on November 20, 2018, the City passed a resolution approving a memorandum of agreement with the County and SLC providing for participation in a Brownfields Coalition (the "Coalition"), which was formed by the Parties to work together to obtain EPA Brownfield Assessment Grant funds that each entity may use to fund activities within its jurisdiction related to environmental cleanup; and

WHEREAS, EPA Brownfield Assessment Grant funds may be used for inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) related to brownfield sites, and outreach materials and implementation, and other eligible activities; and

WHEREAS, it was proposed that the County would be the Lead Coalition Partner and be responsible to the EPA for management of the cooperative agreement and to ensure that all coalition partners are in compliance with the terms and conditions of the grant award; and

WHEREAS, the Parties want to enter into an interlocal cooperation agreement to administer the EPA Brownfields Assessment Grant, a copy of which is attached as Exhibit "A", if the grant is awarded to the Coalition;

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

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

DATED this 27th day of August, 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST

Jennifer Kennedy, City Recorder

EXHIBIT A

County Contract No.
DA Log No.

INTERLOCAL COOPERATION AGREEMENT

between

**SALT LAKE COUNTY,
SALT LAKE CITY CORPORATION**
and

MURRAY CITY CORPORATION

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Office of Regional Development (“County” or “Salt Lake County”) and **SALT LAKE CITY CORPORATION**, a Utah municipal corporation (“Salt Lake City”), and **MURRAY CITY CORPORATION**, a Utah municipal corporation (“Murray City”). The County and the Cities may each be referred to herein as a “Party” and collectively as the “Parties” or “Coalition Members”.

RECITALS:

A. The Parties, acting together as a coalition of eligible governmental entities, submitted a grant application to the U.S. Environmental Protection Agency (“EPA”) for a Brownfields Assessment Grant.

B. The Brownfields Assessment Grant was awarded to the Parties. The grant may be used for inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities.

C. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

D. The Parties have determined that it is mutually advantageous to enter into this Agreement to accomplish the foregoing purposes.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and in compliance with and pursuant to the provisions of the Cooperation Act, the Parties hereby agree as follows:

1 . COALITION MEMBERS

All of the Coalition Members are “local government” units as defined in 40 CFR Part 31.3.

A. Salt Lake County is a county of the first class as defined in Utah Code Ann. § 17-50-501 and may perform the services, exercise the powers, and perform the functions provided for in Utah Code Ann. § 17-50-301 et. seq..

B. Salt Lake City is a municipal corporation and political subdivision of the State of Utah pursuant to Utah Code Ann. § 10-1-201.

C. Murray City is a municipality and political subdivision of the State of Utah pursuant to Utah Code Ann. § 10-1-201.

2 . THRESHOLD CRITERIA

A. Eligible Entities. As is more fully described in Section 1, the Coalition Members are units of local government organized and existing under the laws of the State of Utah.

B. Jurisdiction. Salt Lake County has general jurisdiction within the unincorporated areas within the geographic boundaries of the County. In addition, the Salt Lake County Health Department (“Health Department”) operates as a Division of the Salt Lake County Department of Human Services. The Health Department has jurisdiction in both the incorporated and unincorporated areas of the County pursuant to Utah Code Ann. §26A-1-114, for all public health and environmental regulatory matters. Salt Lake City and Murray City have jurisdiction for the municipal purposes described in Utah Code Ann § 10-1-202 within the incorporated geographic boundaries of Salt Lake City and Murray City respectively.

3 . BROWNFIELDS GRANT COALITION ELEMENTS

A. The designated representatives of the Parties are specifically identified in Section 4(C). herein.

B. Salt Lake County is responsible to EPA for management and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that the Parties, as Coalition Members, are in compliance with the Brownfield Assessment Grant requirements.

C. Salt Lake County is responsible for the provision of timely information to the other Parties as Coalition Members regarding the management of the group and any changes that may need to be made to the Agreement over the period of performance.

D. Activities funded through Brownfield Assessment Grant funds may include

inventory preparation, site selection, criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities as may be agreed to by the Coalition Members. Consistent with subsection E below, Salt Lake County may retain consultant(s) and contractors to undertake various activities funded through this Agreement.

E. Salt Lake County may procure consultants(s) and contractors under 2 CFR §§ 200.317 – 200.326 as necessary to implement the Brownfield Assessment Grant. Salt Lake County may award subgrants to other Coalition Members under 2 CFR § 200.92 for assessment projects in their geographic areas. Subgrantees, including Coalition Members, are accountable to Salt Lake County for proper expenditure of Brownfield Assessment Grant funds.

F. Salt Lake County, in consultation with the Parties, will work to develop a site selection process based upon mutually agreed factors, and will ensure that a minimum of five sites are assessed over the term of this Agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility. Coalition Members may agree upon a minimum number of sites assessed per Party at the start of this Agreement to ensure equitable distribution of funds across all of the Coalition Members' jurisdictions.

G. Salt Lake County will be responsible to work with the Coalition Member(s) in whose geographic area the site is located to finalize the scope of work for the consultant or contractor, easements, and/or access agreements as may be necessary to undertake an assessment at the selected site. It will be the responsibility of the individual Coalition Member to ensure that all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected sites are obtained. Brownfield Assessment Grant funds may be used for this purpose. If the Coalition Member does not have the capacity to perform these activities Salt Lake County may assist in securing necessary site access agreements and permits.

H. Salt Lake County is responsible for ensuring that other activities as negotiated in the workplan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by Salt Lake County and each Coalition Member in whose geographic area the sites to be assessed are located.

4 . ADDITIONAL TERMS AND CONDITIONS

A. Effective Date and Term of the Agreement. The effective date of this Agreement will be the date this Agreement is signed by the last Party to sign it, as indicated by the date associated with that Party's signature and will continue to the later of either the expiration of the Coalition Members' obligations to the EPA or the termination of the grant.

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

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Cooperation Act.

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

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

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Cooperation Act.

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

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Cooperation Act, the County's Representative (designated below) and Cities' Representative (designated below) are hereby designated as the joint administrative board for all purposes of the Cooperation Act.

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

Salt Lake County

Department of Regional Transportation,
Housing, and Economic Development
Ruedigar Matthes
2001 South State Street, Suite S2-100
Salt Lake City, Utah 84114
385-468-4868
rmatthes@slco.org

Salt Lake City Corporation

Debbie Lyons and Susan Lundmark
451 South State Street
Salt Lake City, Utah 84114
801-535-7795 and 801-535-7242
debbie.lyons@slcgov.com and
susan.lundmark@slcgov.com

Murray City Corporation

Susan Nixon
4646 South State Street
Murray City, Utah 84123

D. No Obligations to Third Parties. The Parties agree that their obligations under this Agreement are solely to each other. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Liability, Indemnification, and Governmental Immunity. All Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904 (2011), as amended (the “Immunity Act”). There are no indemnity obligations between the Parties. Subject to and consistent with the terms of the Immunity Act, the County and each City shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor each City shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. No Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. All Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

F. Termination. A Party may terminate this Agreement prior to the expiration of the Agreement, with or without cause, by giving 30 days written notice to the other Parties’ representatives of the desired termination date.

G. Consideration. The Parties agree that the covenants, obligations, and payments provided for herein are sufficient consideration to support the respective obligations under this Agreement.

H. Required Insurance Policies. All Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

I. Government Records Access Management Act. All Parties to the Agreement are governmental entities subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to -901. As a result, the County and each City are required to disclose certain information and materials to the public, upon request.

J. Subcontracting. The Parties agree that they will not subcontract to execute performance of its obligations under this Agreement without prior express written consent of all other parties to the Agreement.

K. Time. The Parties stipulate that time is of the essence in the performance of this Agreement.

L. Entire Agreement. This Agreement constitutes the entire Agreement between the

Parties, and no statements, promises, or inducements made by any Party, or agents for any Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

M. Severability. The Parties agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be void, voidable, unenforceable, or invalid under applicable law, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement, but this Agreement shall be construed as if such void, voidable, unenforceable, or invalid provision had never been set forth herein.

N. Governing Law. It is understood and agreed by the Parties hereto that the laws of the State of Utah shall govern, both as to interpretation and performance. The Parties shall commence, maintain, adjudicate, and resolve all actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, within the jurisdiction of the State of Utah.

O. 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. Furthermore, executed copies of this Agreement delivered by facsimile or email shall be deemed an original signed copy of this Agreement.

[Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Parties execute this Agreement on the dates shown below.

SALT LAKE COUNTY:

By: _____
Mayor or Designee

Its: _____

Dated: _____, 2019

SALT LAKE CITY CORPORATION:

By: _____

Name: _____

Its: _____

Dated: _____, 2019

Approved by:

OFFICE OF REGIONAL DEVELOPMENT

By _____
Wilf Sommerkorn
Interim Department Director

Dated: _____, 2019

Approved as to Form and Legality:

SALT LAKE COUNTY
DISTRICT ATTORNEY:

By _____
Deputy District Attorney

Approved as to Form:

SALT LAKE CITY SENIOR ATTORNEY:

By _____
Senior City Attorney

Dated: _____, 2019

MURRAY CITY CORPORATION:

By: _____

Name: _____

Its: _____

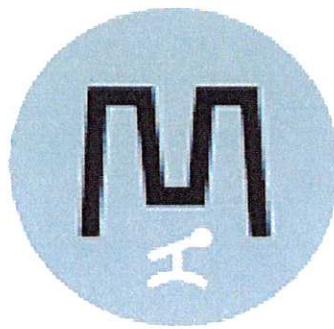
Dated: _____, 2019

Approved as to Form and Legality:

MURRAY CITY ATTORNEY:

By _____
Attorney

Dated: _____, 2019



Discussion Item #4



MURRAY

Community & Economic Development

General Plan Amendment from Commercial to Mixed Use and Zone Map Amendment from C-D to M-U for property located at 4670 South 900 East

Council Action Request

Committee of the Whole

Meeting Date: August 6, 2019

Department Director Melinda Greenwood	Purpose of Proposal General Plan Amendment to allow for future Mixed Use development at 4670 South 900 East
Phone # 801-270-2428	Action Requested Approval of a General Plan Amendment from Commercial to Mixed Use and Zone Map Amendment from C-D to M-U.
Presenters Melinda Greenwood	Attachments PowerPoint Presentation
Required Time for Presentation 10 Minutes	Budget Impact None.
Is This Time Sensitive Yes	Description of this Item Kimball Investment Partners are requesting approval for amendments to the Murray City Future Land Use Map and Zoning Map for the property located at 4670 South 900 East. The requested Future Land Use Map amendment is from General Commercial to Mixed Use. The requested Zoning Map amendment is from C-D, Commercial Development, to M-U, Mixed Use. The applicants propose to amend the General Plan and Zoning Map in preparation to apply for a new mixed use development on the property which would include multi-family housing units and commercial development along 900 East.
Mayor's Approval 	The subject property is a 10.5 acre parcel located on the west side of 900 East, north of the Van Winkle Expressway and Ivy Place. K-Mart was the anchor tenant on this property until closing in 2016. The properties abutting the subject property to the west and across 900 East are in the City of Millcreek.
Date July 23, 2019	

Continued from Page 1:

The Planning Commission held a public hearing on Thursday, July 18, and many comments were made by Millcreek residents who live near the subject property. Their concerns generally included open space, density, traffic, access, public safety, and building height. By a vote of 5-0, the Planning Commission has given a positive recommendation to the City Council for both the General Plan amendment from Commercial to Mixed Use and the zone map amendment from C-D to M-U.

REQUEST TO AMEND THE MURRAY CITY GENERAL PLAN

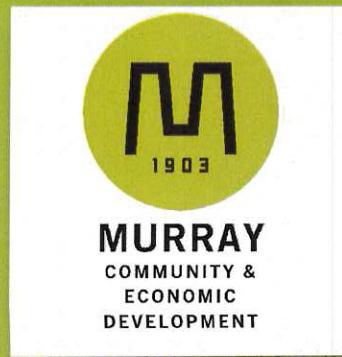
Based on the Planning Commission recommendation background, analysis, and the findings in this report, Staff recommends the City Council **APPROVE** the requested amendment to the General Plan Future Land Use Map, re-designating the property located at 4670 South 900 East from General Commercial to Mixed Use.

REQUEST TO AMEND THE MURRAY CITY ZONING MAP

Based on the Planning Commission recommendation, background, analysis, and the findings in this report, Staff recommends the City Council **APPROVE** the requested amendment to the Zoning Map designation of the property located at 4670 South 900 East from C-D, Commercial Development to M-U, Mixed Use.

COMMITTEE OF THE WHOLE

August 6, 2019



KIMBALL ASSOCIATES

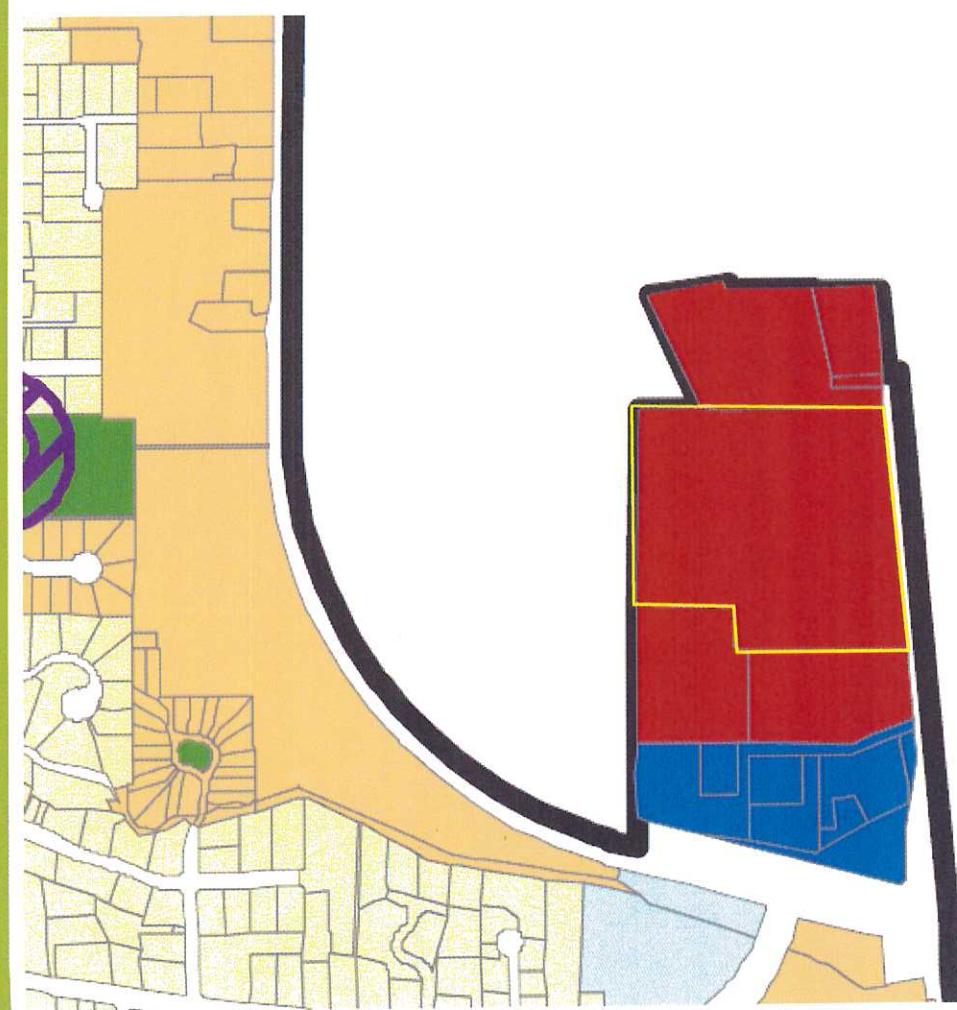
General Plan Amendment from General Commercial to Mixed Use
and Zone Map Amendment C-D to M-U

4670 South 900 East







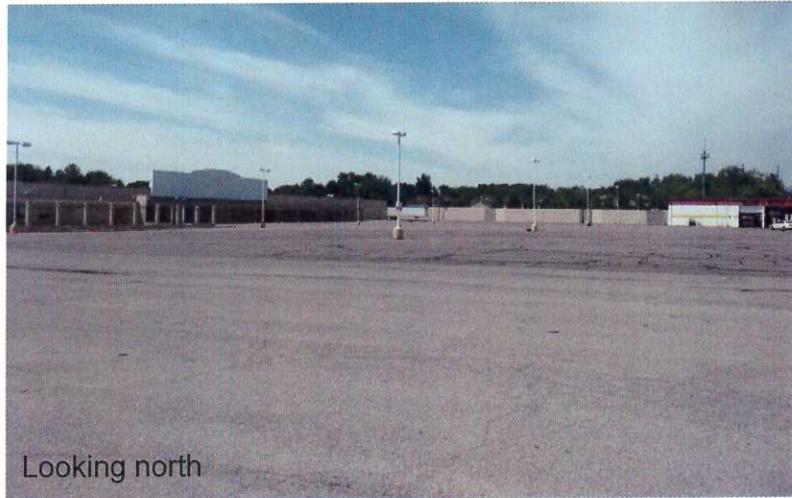


Future Land Use Categories

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

Future Land Use





Looking north



Looking west



Findings

1. Re-designation of the Future Land Use Map for the subject property as requested is in keeping with the patterns of development in the area, which currently includes a mix of residential and commercial uses.
2. The proposed amendment of the Zoning Map from C-D, Commercial Development to M-U, Mixed Use is supported by the description and intent statements for the General Commercial land use designation which recognizes the appropriateness of mixed use developments including high-density, multi-family housing in the General Commercial designation.
3. The requested amendments to the Future Land Use Map and Zoning Map have been carefully considered based on the characteristics of the site and surrounding area and on the policies and objectives of the 2017 Murray City General Plan and are in harmony with the goals of the Plan.



Staff Recommendations

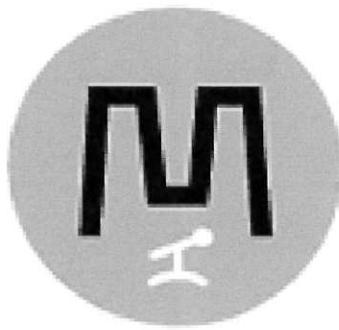
General Plan / Future Land Use Map Recommendation

Staff recommends that the Planning Commission forward a recommendation of APPROVAL to the City Council for the requested amendment to the General Plan Future Land Use Map, re-designating the property located at 4670 South 900 East from General Commercial to Mixed Use.

Zoning Map Recommendation

Staff recommends that the Planning Commission forward a recommendation of APPROVAL to the City Council for the requested amendment to the Zoning Map designation of the property located at 4670 South 900 East from C-D, Commercial Development to M-U, Mixed Use.





MURRAY
CITY COUNCIL

Discussion Item #5



Power Department

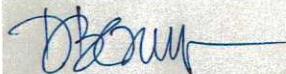
Red Mesa Tapaha Solar Project

MURRAY

Council Action Request

Committee of the Whole

Meeting Date: August 6, 2019

Department Director Blaine Haacke	Purpose of Proposal To discuss the attached resolution for Red Mesa Tapaha Solar Project and enter into a power agreement
Phone # 801-264-2715	Action Requested To adopt the attached resolution and to enter two firm power supply agreements
Presenters Blaine Haacke	Attachments Resolution to purchase power, Firm Power Supply Agreement, Transaction Schedule, and Resource Talking Point Summary
Required Time for Presentation 15 Minutes	Budget Impact Resource costs will be detailed in meeting with pricing beginning @ \$23.15/mwh.
Is This Time Sensitive Yes	Description of this Item Power Department is bringing, as a discussion item to the Council in the August 6th COW, the possibility of entering into a 25-year Power Purchase Agreement with the Navajo Nation for a 5 mw interest in its large scale solar project. Staff will detail the proposed plant in the COW meeting including pricing, terms, and other information.
Mayor's Approval 	
Date July 23, 2019	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS AND THE RED MESA TAPAHUA SOLAR PROJECT TRANSACTION SCHEDULE UNDER SUCH POWER SUPPLY AGREEMENT; AND RELATED MATTERS.

WHEREAS, Murray City, Utah (the "Member") owns and operates a utility system for the provision of electric energy to its residents and others (the "System") and is a member of Utah Associated Municipal Power Systems ("UAMPS") pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the "Joint Action Agreement");

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, firm transactions may be advantageously utilized by the Member to manage costs of acquiring bulk supplies of electric power and energy to meet the requirements of the consumers served by the System and UAMPS has offered to enter into a Master Firm Power Supply Agreement attached hereto as Exhibit A (the "Power Supply Agreement") with the Member pursuant to which UAMPS and the Member may from time to time enter into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Red Mesa Tapaha Solar Project, a sixty-six (66) megawatt (MW) solar photovoltaic generation facility to be located on the Navajo Nation, on behalf of its members and is now prepared to enter into a twenty (25) year power purchase agreement with Navajo Generation LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Power Supply Agreement and to delegate authority to the Member's Representative to UAMPS (the "Member Representative") to enter into firm power supply transactions from time to time with UAMPS thereunder as well as the Red Mesa Tapaha Solar Transaction Schedule attached hereto as Exhibit B ("Transaction Schedule"), subject to the parameters set forth in this Resolution;

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

Section 1. Execution, Delivery and Filing of the Power Supply Agreement. The Power Supply Agreement, in substantially the form attached as Exhibit A, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Power Supply Agreement on behalf of the Member, and the City Recorder is hereby authorized, empowered and directed to attest, countersign and affix the corporate seal of the Member to the Power Supply Agreement, with such

changes to the Power Supply Agreement from the form attached hereto as are approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval. Promptly upon its execution, the Power Supply Agreement shall be filed in the official records of the Member.

Section 2. Authorization of Red Mesa Tapaha Transaction Schedule; Authorization of Transactions and Transaction Schedules. (a) The Transaction Schedule, in substantially the form attached as Exhibit B, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

(b) In addition, the Member Representative is hereby authorized to enter into one or more Transactions with UAMPS pursuant to the provisions of the Power Supply Agreement and to execute on behalf of the Member one or more Transaction Schedules reflecting such Transactions. This authorization shall extend to all Transactions which, in the aggregate, (i) provide a quantity of electric power energy that does not exceed the Member's anticipated requirements for the period covered by the Transaction or Transactions (such anticipated requirements being as determined by the Member Representative based upon the operating history of the System) and (ii) are reasonably anticipated to require payments by the Member in each year not exceeding the budgeted power supply costs of the System for the fiscal year in which such Transaction or Transactions are entered into by the Member. All other Transactions shall require the prior approval of the UAMPS Board.

Section 3. Other Actions with Respect to the Joint Action Agreement. The Mayor, City Recorder, the Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Power Supply Agreement and the performance thereof.

Section 4. Miscellaneous; Effective Date. (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this _____ day of _____, 2019.

MURRAY CITY

Mayor

ATTEST AND COUNTERSIGN:

City Recorder

[SEAL].

EXHIBIT A
MASTER FIRM POWER SUPPLY AGREEMENT

EXHIBIT B
RED MESA TAPAH PROJECT TRANSITION SCHEDULE

EXHIBIT 1
FORM OF TRANSACTION SCHEDULE

Firm Agreement:	_____
Effective Date:	_____
Term:	_____
Type of Delivery:	Firm Capacity and Energy
Total Capacity and Energy:	_____
Price:	\$ ____ /MW; \$ ____ /MWh
Purchaser's Entitlement Share:	_____

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

By _____

[PURCHASER]

By _____

MASTER FIRM POWER SUPPLY AGREEMENT
BETWEEN
UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS
AND
MURRAY CITY

This Master Firm Power Supply Agreement (this "Agreement"), is made and entered into as of July 1, 2018, between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah ("UAMPS"), and Murray City, a political subdivision of the State of Utah and a member of UAMPS (the "Purchaser"). UAMPS and the Purchaser are referred to collectively herein as the "Parties" and individually as a "Party".

RECITALS:

UAMPS has been organized under the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Act") and the Utah Associated Municipal Power Systems Agreement for Joint and Cooperative Action, as amended and restated from time to time (the "Joint Action Agreement"), for the certain purposes, including acquiring reliable and economic supplies of electric power and energy for the benefit of the public agencies that are the parties to the Joint Action Agreement (the "Members"); and

UAMPS and the Purchaser desire to enter into this Agreement to set forth the terms and conditions upon which UAMPS will sell and the Purchaser will purchase firm power and energy from certain sources as provided herein.

In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

SECTION 1 – DEFINITIONS AND CONSTRUCTION

1.1 Capitalized terms used in this Agreement shall have the meanings assigned to such terms herein and the following terms shall have the following meanings:

“Board” means the Board of Directors of UAMPS.

“Entitlement Share” means, with respect to each Transaction, the percentage obtained by dividing the electric capacity sold to the Purchaser hereunder (as listed on the applicable Transaction Confirmation) by the total electric capacity purchased by UAMPS under the related Firm Agreement.

“Firm Agreement” means an agreement entered into by UAMPS pursuant to this Agreement for the purchase of firm supplies of electric power and energy.

“Point of Delivery” means the point of delivery of all power and energy delivered to Purchaser by UAMPS under this Agreement, which point shall be the same as the point of delivery under the Transmission Agreement.

“Pooling Agreement” means the Power Pooling Agreement between UAMPS and the Purchaser including all appendices and schedules attached thereto, as supplemented and amended from time to time.

“Transaction” means a firm power purchase and sale transaction between UAMPS and the Purchaser pursuant to this Agreement, as set forth on a Transaction Schedule.

“Transaction Schedule” means a written schedule setting forth the specific terms of a Transaction, in substantially the form attached hereto as Exhibit 1.

“Transmission Agreement” means any transmission agreement or tariff utilized by UAMPS for the transmission of power and energy from UAMPS’ point of receipt under a Firm Agreement to the Purchaser’s Point of Delivery.

1.2 The words “hereunder,” “herein,” “hereto” and similar words refer to this Agreement and references to Sections refer to the Sections of this Agreement.

1.3 This Agreement is entered into pursuant to the authority contained in the Act and in furtherance of the provisions of the Joint Action Agreement. This Agreement shall be construed in accordance with the provisions of the Act and the laws of the State of Utah.

SECTION 2 – TERM AND TERMINATION

2.1 This Agreement shall be effective on and as of the date first written above and, subject to the provisions of Section 2.3, the purchase and sale obligations of the Parties hereunder shall remain in full force and effect through the latest of (1) the date of the termination of the Joint Action Agreement, (2) ninety (90) days following notice of an election by either party to terminate this Agreement as provided in Section 2.2, and (3) March 31, 2049.

2.2 So long as no Transaction Schedule is then in effect, either Party may terminate its purchase or sale obligations under this Agreement by giving at least 90 days' written notice to the other Party of its election to terminate this Agreement.

2.3 Upon the expiration or termination of purchase and sale obligations of the Parties under this Agreement, this Agreement shall remain in effect for a period of 90 days for the limited purpose of any necessary winding-up arrangements, including the payment of any amounts owed to UAMPS by the Purchaser for services previously rendered hereunder.

SECTION 3 – REPRESENTATIONS AND WARRANTIES

3.1 Each Party represents and warrants to the other Party that (1) it possesses all legal power and authority necessary on its part to enter into this Agreement and each Transaction Schedule and to perform its obligations hereunder and thereunder, and (2) this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms. Upon the request of the other Party, each Party agrees that it will provide such certificates and legal opinions as may be reasonably necessary to confirm the foregoing representations and warranties with respect to any Transaction.

SECTION 4 – INITIAL TRANSACTION; FORMATION OF ADDITIONAL TRANSACTIONS

4.1 UAMPS has previously entered into (1) an Agreement for Supply of Power and Energy dated as of February 10, 1988 (the "Idaho Power Agreement") with the Idaho Power Company ("IPC") providing for the purchase of firm power and energy by UAMPS, and (2) Idaho Power Supply Agreements (the "Idaho Supply Agreements") with certain of the Members providing for the sale by UAMPS of all of the power and energy purchased by it under the Idaho Power Agreement. UAMPS is now engaged in negotiations with IPC regarding the terms of future firm power and energy purchases from IPC under the Idaho Power Agreement.

4.2 In the event that the Purchaser is one of the Members that has previously entered into an Idaho Supply Agreement with UAMPS, (1) the Idaho Power Agreement, as amended or supplemented as a result of such negotiations, shall constitute a Firm Agreement under this Agreement and (2) this Agreement and Transaction Schedule IPC shall be attached hereto, from and after the effective date thereof, supersede and replace in all respects the Idaho Supply Agreement between the Parties.

4.3 During the term of this Agreement, UAMPS will monitor the Members' requirements for firm supplies of power and energy and will seek to identify prospective suppliers for such requirements. UAMPS will from time to time notify the Purchaser, all other Members that have entered into firm power supply agreements comparable to this Agreement

and the appropriate committee of the Board of potential firm power supply transactions. Upon the request of the Purchaser, UAMPS will use its best efforts to negotiate and enter into additional Firm Agreements for the benefit of the Purchaser and any other requesting Members of UAMPS. Prior to the effective date of any additional Firm Agreement, UAMPS will provide to the Purchaser and to any other requesting Members the proposed terms of the Firm Agreement and Transaction Schedule, together with such additional information as UAMPS shall deem necessary or desirable.

4.4 This Agreement and each Transaction Schedule entered into by the Parties hereunder shall be read and construed as a single instrument governing a particular Transaction. In the event of any discrepancy between the provisions of this Agreement and of any Transaction Schedule, the provisions of the Transaction Schedule shall control.

SECTION 5 – PURCHASE AND SALE OF CAPACITY AND ENERGY

5.1 UAMPS shall use its best efforts to schedule for the account of the Purchaser the total capacity and associated energy from each Transaction and will use its best efforts to cause such capacity and energy to be delivered to the Purchaser at the Point of Delivery pursuant to the Transmission Agreement. The Purchaser agrees that UAMPS shall have no obligation to provide power and energy to the Purchaser under this Agreement if UAMPS is prevented from providing power and energy due to a failure to perform by the other party to a Firm Agreement, the lack of available transmission capacity or other forces beyond the control of UAMPS.

5.2 In the event that UAMPS is unable for any reason to schedule the full amount of capacity and associated energy under any Firm Agreement (whether as a result of a failure to perform by the other party under the Firm Agreement, interruptions in transmission under the Transmission Agreement or otherwise), UAMPS shall schedule for the account of the Purchaser the amount of capacity equal to the product of the Purchaser's Entitlement Share and the amount of capacity actually available to UAMPS under the affected Firm Agreement.

5.3 The Purchaser shall take and pay for all capacity and energy scheduled for its account by UAMPS pursuant to this Agreement.

SECTION 6 – OPERATING AND SCHEDULING PROCEDURES

6.1 UAMPS shall schedule all power and energy under this Agreement in accordance with its operating and scheduling procedures as approved by the Board and in effect from time to time. UAMPS shall use its best efforts to ensure that such operating and scheduling procedures, to the extent practicable, promote the efficient and economic utilization of all power and energy from each Firm Agreement for the benefit of all of the Members that have entered into a related Transaction. UAMPS shall provide timely written notice to the Purchaser of any changes in the operating and scheduling procedures.

6.2 All power and energy available to the Purchaser as a result of any Transaction shall be assigned to the UAMPS Pool Project pursuant to the Pooling Agreement.

SECTION 7 - AMOUNTS TO BE PAID BY PURCHASER

7.1 The Purchaser shall pay UAMPS for all power and energy scheduled with respect to each Transaction under this Agreement an amount equal to the sum of (1) the charges for all capacity and energy, as set forth on the applicable Transaction Schedule, scheduled for the Purchaser by UAMPS, (2) the charges for transmission of such power and energy to the Point of Delivery under the terms of the Transmission Agreement, pursuant to such methodology as shall be approved from time to time by the Board, and (3) the product of the Purchaser's Entitlement Share and such other costs and expenses of UAMPS related to a Firm Agreement, the Transmission Agreement or otherwise, as determined from time to time by the Board.

7.2 All expenses charged to or incurred by UAMPS as a result of the specific Firm Agreement, the Transmission Agreement, or any other costs, administration or otherwise, which are not satisfied by the revenue under Section 7.1 above, shall be billed to the Purchaser by multiplying such unsatisfied expenses by the Purchaser's Entitlement Share for the applicable Transaction.

7.3 The amount of power and energy purchased by the Purchaser under Section 7.1 shall be determined in accordance with UAMPS' operating and scheduling procedures, as approved by the Board and in effect from time to time.

7.4 The Purchaser shall notify UAMPS in writing of its order and priority of resources and of any changes thereto. UAMPS shall have the right to verify such resources and shall notify Purchaser of each verification or denial of a resource as soon as possible.

SECTION 8 - PAYMENTS AND SETTLEMENTS

8.1 Amounts owed by the Purchaser to UAMPS in respect of each Transaction shall be billed to the Purchaser and shall be payable by the Purchaser at the times and in the manner provided in UAMPS' prevailing billing procedures and billing period. Such billing procedures and billing period may be changed from time to time by the Board. The initial billing period under this Agreement shall be a calendar month and for so long as such billing period is in effect, (1) all payments due UAMPS hereunder shall be billed to the Purchaser by the 25th day of the month following the billing period, and (2) all payments shall be due and payable at UAMPS office by the 15th day of the following month.

8.2 If payment in full of an amount due from the Purchaser pursuant to this Agreement is not made on or before the close of business on the due date of such payment, a

delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the lesser of one percent per month, compounded monthly, or the maximum rate lawfully payable by the Purchaser. If said due date is Saturday, Sunday or a legal holiday in the State of Utah, the next following business day shall be the last day on which payment may be made without the addition of the delayed-payment charge.

8.3 In the event of any dispute as to any portion of any amount due from the Purchaser to UAMPS pursuant to this Agreement, the Purchaser shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such bill was submitted. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. The Board shall give consideration to such dispute and shall advise the Purchaser with regard to its position relative thereto within forty (40) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount paid shall be accounted for on the statement next submitted to the Purchaser after such determination.

8.4 All payments made by the Purchaser pursuant to this Agreement shall constitute a cost of purchased electric capacity and energy and an operating and maintenance expense of its electric system and UAMPS shall be entitled, in the event of any non-payment by the Purchaser of any amounts due under this Agreement, to all of the rights and remedies of any other unpaid supplier of goods and services for use in the operation and maintenance of the Purchaser's electric system.

8.5 The obligation of the Purchaser to make the payments provided for in this Agreement shall be limited to the revenues and available reserves of the electric system of the Purchaser. In no event shall the payment obligations of the Purchaser under this Agreement be deemed to constitute an indebtedness or liability of the Purchaser within the meaning of any applicable constitutional or statutory limitation or restriction and the Purchaser shall not be obligated to levy any taxes, general or special, for the purpose of paying to UAMPS, or to any assignee of UAMPS, any sum due under this Agreement.

SECTION 9 – GENERAL PROVISIONS

9.1 Either Party shall have the right, at all reasonable times, to review and audit the books, records and documents of the other Party, directly pertaining to the billings and power delivery data required to administer this Agreement. Information obtained by either Party's representatives in examining the other Party's applicable records to verify such billings and power delivery data shall not be disclosed to third parties without prior written consent of the audited Party.

9.2 UAMPS hereby classifies this Agreement, each Firm Agreement and each Transaction Schedule hereunder, and all books, records and data relating hereto, as "protected records" within the meaning of the Government Records Access and Management Act, Title 63, Chapter 2, Utah Code Annotated 1953, as amended ("GRAMA"), and its policies thereunder. Such classification is based upon, among other things, the provisions of Section 63-2-304(3) and (4), Utah Code Annotated 1953, as amended, and the immediate and substantial financial and commercial harm that would be suffered by UAMPS as a result of the disclosure of such information to actual or potential competitors. The Purchaser agrees that this Agreement, each Firm Agreement and each Transaction Schedule, and all books, records and data relating hereto contain sensitive commercial information, the disclosure of which to actual or potential competitors will cause immediate and substantial financial and commercial harm to the UAMPS and the Purchaser, but has not classified this Agreement or any of the documents and records relating to this Agreement as a "protected record" under GRAMA. The Purchaser agrees that it will use its best efforts, to the extent permitted by GRAMA, to avoid disclosing to any person the commercial information contained in this Agreement, each Firm Agreement and each Transaction Schedule hereunder, and all books, records and data relating hereto. In the event that the Purchaser receives a request for disclosure of the material described in this section, the Purchaser agrees that it shall use its best efforts to immediately notify UAMPS and afford UAMPS the opportunity to contest any disclosure of the same.

9.3 A waiver at any time by a Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. No delay, short of the statutory period of limitations, in asserting or enforcing any right hereunder shall be deemed a waiver of such right.

9.4 Any notice or demand by the Purchaser to UAMPS under this Agreement shall be deemed properly given if mailed postage prepaid and addressed to UAMPS at its principal office or if telecopied to UAMPS with receipt confirmed, followed by a written copy of such notice or demand mailed to UAMPS postage prepaid; any notice or demand by UAMPS to the Purchaser under this Agreement shall be deemed properly given if mailed postage prepaid and addressed to the Purchaser's Representative at his address on file with UAMPS or if telecopied to the Purchaser's Representative with receipt confirmed, followed by a written copy of such notice or demand mailed to the Purchaser's Representative postage prepaid. The designations of the name and the address to which any such notice or demand is directed above may be changed from time to time by either Party by giving written notice as provided above.

9.5 The Purchaser may not assign or transfer this Agreement or its any of its rights hereunder, nor may it sell, assign or dispose of all or any portion of its Entitlement Share without first obtaining the written approval of UAMPS.

9.6 This Agreement shall not be construed to require either Party to provide or purchase power and energy from any other agreement, other than this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers as of the date first above written.

**UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS**

[SEAL]

By: _____
Chairman

COUNTERSIGN AND ATTEST:

Secretary

MURRAY CITY

[SEAL]

By: _____
Mayor

COUNTERSIGN AND ATTEST:

City Recorder

**RED MESA TAPAHAN SOLAR
FIRM POWER SUPPLY AGREEMENT
TRANSACTION SCHEDULE**

This Transaction Schedule to the Master Firm Power Supply Agreement to which all Parties to this Transaction Schedule are signatories provide for the following transactions. The Parties to this Transaction Schedule agree to the following provisions and agree to pay all costs of this transaction through the Firm Power Supply Project.

PURCHASER: Murray City

ENTITLEMENT SHARE: 7.5758%

SUPPLIER: NTUA Generation – Utah, LLC (the “Red Mesa Tapaha Solar Project”)

EFFECTIVE DATE: The Power Purchase Agreement by and between UAMPS and NGI Generation-Utah, LLC for the Red Mesa Tapaha Solar Resource (the “PPA”) was executed on July 17, 2019. The PPA becomes effective upon UAMPS obtaining member governing body approvals and completing transmission arrangements with PacifiCorp; UAMPS anticipates satisfying these two conditions by the end of September 2019. The Scheduled Commercial Operation Date (“COD”) is June 1, 2022. The COD may not occur earlier than April 1, 2022 but not later than December 1, 2022.

TERM: A 25-year delivery term commencing on COD. The PPA will become effective upon UAMPS satisfying the two conditions precedent identified above.

AMOUNT: 5,000 kW and associated Environmental Attributes

PRICE: \$23.15/MWH with an annual 2% escalator.

**OTHER
PROVISIONS:**

Energy: UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will delivery to the Purchaser its Entitlement Share of the Red Mesa Tapaha Solar Resource. The Red Mesa Tapaha Solar Resource is to be constructed as a 66 MW from solar photovoltaic generation facility located on the Navajo Reservation.

Transmission: UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

Administration: UAMPS will charge and Purchasers will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

Buyout Options: Under the PPA, UAMPS has the ability to buy the Red Mesa Tapaha Solar Resource from NGI at specified buyout dates pursuant to a fair market value appraisal. If UAMPS is directed to pursue one of its buyout options, then UAMPS will in parallel develop new contracts or amend the Firm Power Supply Agreement with the Purchasers to provide UAMPS with the ability to finance the buyout of the Red Mesa Tapaha Solar Resource.

Other: Any costs incurred by UAMPS due solely to this Transaction Schedule, including but not limited to PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of Purchasers invoiced through the UAMPS Power Bills.

This Transaction Schedule may be signed in counterpart.

Dated this _____ day of _____, 2019.

MURRAY CITY

By: _____

Title: _____

UTAH ASSOCIATED MUNICIPAL POWER
SYSTEMS

By: _____

Title: _____



Red Mesa Tapaha Solar Resource Talking Points for UAMPS Participants' Governing Bodies

What is the resource? The Red Mesa Tapaha Solar Resource will be a 66 MW solar photovoltaic generation facility to be located on Navajo Nation reservation in southeastern Utah. The facility is scheduled to become operational in June 2022.

How is UAMPS contracting for the resource? UAMPS is entering into a power purchase agreement with Navajo Tribal Utility Authority Generation-Utah, LLC, a subsidiary of Navajo Tribal Utility Authority ("NTUA") on behalf of UAMPS members electing to participate in this project. UAMPS is utilizing the Master Firm Supply Agreement with a specific transaction schedule for the Red Mesa Tapaha Solar Resource as the agreement with its members participating in this project.

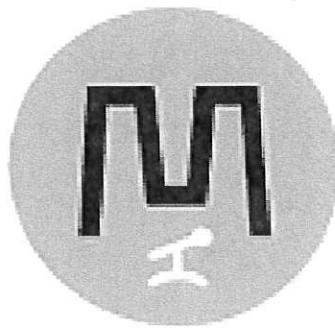
What is the term of the arrangement? The PPA between NTUA Generation and UAMPS provides for the delivery of solar energy for twenty-five years once the project comes online (June 2022).

What is NTUA's development experience? NTUA has developed and brought online two utility scale solar projects within the last three years on the Navajo Nation and is in the process of developing additional solar resources on and off the Navajo Nation reservation. NTUA will use a significant amount of its proceeds from the proposed project to support electrification on the Navajo Nation, such as with its Light Up Navajo! Initiative.

What happens if the project does not come online as expected? NTUA Generation will provide development security to protect UAMPS from delays in the project coming online or the failure of the project to ultimately become operational.

What is the pricing? The pricing starts \$23.15/MWH and escalates 2% per year. This pricing includes renewable energy credits.





MURRAY
CITY COUNCIL

Discussion Item #6



MURRAY

Murray City Council

Proposed Revisions to the Rules of the Murray City Council.

Council Action Request

Committee of the Whole – August 6, 2019

<p>Department Director Janet M. Lopez Phone #801-264-2622</p> <p>Presenters Janet M. Lopez</p> <p>Required Time for Presentation 10 minutes</p> <p>Is This Time Sensitive</p> <p>Approval: July 26, 2019</p>	<p>Purpose of Proposal</p> <ul style="list-style-type: none">Revision to the Rules of the Murray City Council <p>Action Requested</p> <ul style="list-style-type: none">Approval of revisions to the Rules of the Murray City Council will be presented for consideration at the Council Meeting on August 27, 2019. <p>Attachments</p> <ul style="list-style-type: none">Proposed revisions to the Rules. <p>Budget Impact</p> <ul style="list-style-type: none">None <p>Description of this item</p> <p>Please note the following proposed revisions:</p> <ul style="list-style-type: none">Minor revisions in the IV. Agendas sectionRenumberingRevisions to the IV. Personnel D. Performance appraisal section E. Compensation sectionAddition of VIII Independent Financial AuditAddition of IX Council Relations: Anti-Harassment Policy
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RULES OF THE MURRAY CITY MUNICIPAL COUNCIL MURRAY CITY CORPORATION

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Adopted January 5, 1982. Re-adopted February 23, 1988. Amended April 26, 1988. Amended August 23, 1988. Amended April 25, 1989. Amended July 11, 1989. Amended December 12, 1989. Amended January 28, 1992. Amended January 25, 1994. Amended August 23, 1994. Amended July 11, 1995. Amended March 10, 1998. Amended June 9, 1998. Amended September 21, 1998. Amended January 4, 2000. Amended January 16, 2001. Amended May 15, 2001. Amended January 8, 2002. Amended April 29, 2003. Amended November 13, 2007. Amended October 7, 2008, October 20, 2009. Amended November 17, 2009, September 3, 2013, amended February 14, 2017, amended March 20, 2018.

I. INTRODUCTION

- A. Function of Rules. These Rules shall be the governing procedures of the Murray City Municipal Council, hereafter referred to as the "Council".
- B. Adoption. The Council shall adopt these Rules in a regular Council meeting.
- C. Amendment. Any member of the Council may propose amendments to these Rules. Amendments shall be submitted in writing to Council members. Amendments shall be approved by a two-thirds vote of the entire Council in a regular Council Meeting.
- D. Suspension. The Council may suspend the Rules by a two-thirds vote of Council members present.

II. ORGANIZATION

- A. Chair. A Chair shall be elected for each calendar year by majority vote of the Council in the first regular Council meeting in January. Council members may not serve more than two consecutive calendar years as Chair.

The Chair shall be a member of the Council and its presiding officer, sign all ordinances, resolutions, and official correspondence, supervise staff, approve Council agendas, issue Council-approved press releases, represent the Council at meetings, represent the Council at official ceremonies where required, and shall serve as official spokesperson for the Council. The Chair shall also perform all other such duties prescribed by these Rules.

Deleted: serve on the Mayor's Electric Utility Council,

- B. Vice-Chair. A Vice-Chair shall be elected for each calendar year by majority vote of the Council in the first regular meeting in January.

The Vice-Chair shall be the presiding Council officer in the temporary absence of the Chair, in the event that the Chair is incapacitated due to illness or is otherwise unable to attend Council meetings and shall sign as the Chair on all ordinances, resolutions, and official correspondence.

- C. Vacancy in Office of Chair. In the event that the Chair shall vacate his/her office for any reason before the term has expired, the Vice-Chair shall become Chair for the remainder of that term.

- D. Vacancy in the Office of Vice-Chair. In the event that the Vice-Chair shall vacate his/her office for any reason before his/her term has expired, the Council members, by a simple majority vote, shall elect a Vice-Chair to complete the term at the first regular Council meeting following the vacancy announcement.

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E. Committees. The Council shall have two standing committees: (1) Committee of the Whole and (2) Budget and Finance Committee.

1. The Budget and Finance Committee will convene exclusively for budget related meetings.
2. Ad hoc committees may be formed as necessary by majority vote of the Council.

F. Committee Membership. Each Council member shall be a member of both standing committees. The membership of ad hoc committees shall be determined by the Council at the time such committees are created.

G. Committee Chairs. Committee Chairs shall be as follows:

1. The Council Chair shall serve as the Chair of the Committee of the Whole.
2. A Chair and Vice Chair of the Budget and Finance Committee shall be elected for a term of one calendar year in the first regular Council meeting in January. Council members may not serve more than two consecutive calendar years as Chair of the Budget and Finance Committee.
3. Board and Committee Membership. Membership on the following committees shall be determined in the Committee of the Whole meeting.
 - a. Association of Municipal Councils/Salt Lake County Council of Governments
 - b. Utah League of Cities and Towns/Legislative Policy Committee.
 - c. Murray Area Chamber of Commerce Board.
 - d. Capital Improvement Program (two members).
 - e. Murray City Business Enhancement Committee (two members).
 - f. Other committees as deemed necessary.

Committee members above shall be elected for a term of one calendar year in the first regular Committee of the Whole meeting in January.

I. Absences. Any Council member absent in excess of six times from Council meetings and Budget and Finance Committee meetings (except those absences due to personal illness, urgent family matters or due to Council or personal business) shall forfeit whatever Council leadership position that member holds. Any Council member exceeding these guidelines (1) may appeal the case to the Council and (2) the Council, by majority vote, may excuse any of the absences and waive the penalty. (See Murray City Code 2.06.050 for compensation penalty relating to Council member absences).

III. MEETINGS

A. Regular Meetings. The City Council shall meet not less than once monthly.

B. Open Meetings. All Council meetings shall be governed by the Utah Open and Public Meetings Act.

C. Type of Meetings. The Council shall meet in Council Meetings, closed meetings, workshops, retreats and committee meetings as provided by State law.

D. Time and Place. As provided by City ordinance, the Council shall meet for Council Meetings, and committee meetings at the following times and places:

1. Committee of the Whole. The first and third Tuesdays of each month, at a time determined by the Council Chair, in Conference Room #107 in the Murray City Center, unless cancelled by the Chair.
2. Budget and Finance Committee. As approved by the Council.
3. Council Meeting. The first and third Tuesdays of each month at 6:30 p.m., (or otherwise at a time determined by the Council) in the Council Chambers in the Murray City Center, unless cancelled by the Chair.
4. Special meetings including workshops and retreats may be held as provided by State law and City Ordinance.
5. Closed meetings. As per State Code Sections 52-4-204 and 52-4-205, before any part of a public meeting may be closed for one of the valid reasons detailed below, the Council must be called together in an open meeting. At least two-thirds (2/3) of the Council members present must vote to close the meeting. The Council may close portions of its meetings to do the following:
 - a. Discuss the character, professional competence, or physical or mental health of an individual.
 - b. Hold a strategy session to discuss collective bargaining.
 - c. Hold a strategy session to discuss pending or reasonable imminent litigation.
 - d. Hold a strategy session to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction.
 - e. Hold a strategy session to discuss the sale of real property.
 - f. Discuss the deployment of security devices and investigative proceedings regarding criminal conduct.

No ordinance, resolution, rule, regulation, contract or appointment can be approved at a closed meeting. The closed portion of a meeting must be recorded and detailed minutes may be kept. These recordings and minutes are protected records under the Government Records Access and Management Act.

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D. Neighborhood Meetings. Neighborhood meetings may be scheduled away from the Council's usual meeting place for the purpose of gathering or sharing information regarding current matter(s) being considered by the Council. The Council Executive Director shall arrange for a suitable place for such meetings.

F. Rules. The Council shall conduct its meetings according to the most current edition of *Robert's Rules of Order*, as amended by these Rules, provided the Council may, by majority vote, waive a rule.

G. Minutes. The Council Executive Director ensures that minutes are taken of all Council, committee and special meetings. The City Recorder shall cause to be kept, in a format adopted by the Council, minutes of all proceedings of all regular and special Council meetings. A recording shall be kept of all Council, committee and special meetings.

H. Presiding Officer at Meetings. The presiding officer at Council Meetings shall be rotated monthly among Council members according to district (District 1, District 2, etc.). If the presiding officer is not present or declines this responsibility, the Council Chair shall preside.

I. Order of Calling the Vote. The City Recorder shall call the vote beginning with the Council District number immediately higher than the District number of the Council Member presiding at that meeting. This shall ensure that the Council Member presiding shall always vote last.

J. Electronic Means of Meeting Participation. Section 52-4-207 of the *Utah Code Annotated* authorizes public bodies to hold meetings electronically by means of a telephonic, telecommunications or computer conference. The Council adopts the use of electronic means for a Council Member to participate in a meeting under the following conditions:

1. The meeting will be held with a quorum (3 members) physically present;
2. Electronic means will be used only for a declared City emergency or to accommodate Council Members who are traveling outside the City;
3. The meeting will be held within City limits at a facility that allows the public to attend, monitor and participate in open portions of the meeting;
4. Comments of Council Members participating electronically will be audible to the public;
5. As with any public meeting, electronic meetings must be properly noticed in compliance with the Utah Open and Public Meetings Act. Additionally, the notice must inform the public that electronic means will be used and how Council Members will be electronically connected to the meeting.

IV. AGENDAS

A. Responsibility. The Council Executive Director shall see that agendas are properly prepared, posted, and published in a timely manner according to the Utah Open and Public Meetings Act.

B. Public Notice. Council agendas shall be posted in the Murray City Center, submitted to a newspaper of general circulation in Murray City, posted on the Utah Public Notice Website and on the Murray City website.

C. Submission of Agenda Items. Procedures for submitting items for the agenda are as follows:

1. Anyone wishing to bring a matter before the Council shall submit it in writing, together with forms approved by the Council, to the Council staff.
2. All new items for the agenda must be submitted by 5:00 p.m. the Wednesday thirteen (13) days prior to the Council meeting. The Chair may waive an item from this requirement.
3. The Council Executive Director shall ensure that all matters are submitted in a timely manner to the Council. Before matters are placed on the agenda, they must first be reviewed by the Council Chair.

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4. Council staff shall review supporting materials to be considered by the Council and ensure the completeness of the materials.

D. Delivery to Council Members. The agenda, together with all documents relating to items on it, shall be delivered to Council members as preliminary documents approximately eleven (11) days prior to the meeting, and the final agenda and documents will be delivered by the Friday prior to the Council meeting. The Chair may waive this requirement.

E. Notice of Meeting. All Council agendas and "Notice of Meeting" documents shall contain the following:

NOTICE

SPECIAL ACCOMMODATIONS FOR THE HEARING OR VISUALLY IMPAIRED WILL BE MADE UPON A REQUEST DIRECTED TO THE OFFICE OF THE MURRAY CITY RECORDER (801-264-2660). WE WOULD APPRECIATE NOTIFICATION TWO WORKING DAYS PRIOR TO THE MEETING. TDD NUMBER IS 801-270-2425 or CALL RELAY UTAH AT #711.

F. Order of Business. The Council agenda shall conform to the following order of business:

1. Committee of the Whole
 - a. Approval of Minutes
 - b. Discussion Items
 - c. Internal Council Business or Announcements
 - (1) Staff Report
 - (2) Other
 - d. Adjournment
2. Council Meeting
 - a. Opening Ceremonies
 - (1) Pledge of Allegiance
 - (2) Approval of Minutes
 - (3) Special Recognition(s)
 - b. Citizen Comments
 - c. Consent Agenda
 - d. Public Hearings
 - e. Unfinished Business
 - f. New Business
 - g. Mayor
 - (1) Report
 - (2) Questions to the Mayor
 - h. Adjournment

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NOTE: Paragraphs G through N elaborate on the various provisions of the agenda.

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G. Committee of the Whole. The purpose of the Committee of the Whole meeting is: (1) To consider items of internal Council business, (2) To give further consideration to items of business referred to the Committee of the Whole from the New Business section of the agenda, and (3) To review items that may require future action by the Council.

Business items referred to Committee of the Whole from the Council agenda are sent for discussion purposes. No vote will be taken on these business items in Committee of the Whole.

All business items considered in Committee of the Whole shall be scheduled for a specific time.

H. Opening Ceremonies. This portion of the Council agenda shall consist of the following

1. Call to Order

2. Pledge of Allegiance

3. Approval of Minutes

4. Special Recognition. Under this part of the Opening Ceremonies section of the agenda, the Council shall consider resolutions of commendation, condolences and appreciation, and similar ceremonial matters.

The order of business for consideration of resolutions under this section shall be as follows:

- a. Reading of the resolution
- b. Motion to adopt
- c. Discussion
- d. Vote on motion
- e. Presentation of resolution and response.

5. Citizen Comments. This section allows any citizen or organization to speak before the Council and the Mayor. Items for which the Council would like to receive additional public input will be specifically listed for that purpose in this section. Comments are limited to three minutes, unless otherwise approved by a majority vote of Council members,

6. Consent Agenda. This section contains items of routine business, all requiring action, but not expected to generate discussion. Each item is briefly reviewed by the presiding officer and any Council Member wishing to do so may ask for any of the items on the Consent Agenda to be taken out and placed on the regular agenda.

7. Public Hearings. This section will be used for all public hearings. The presiding officer shall conduct the public hearing in the following manner, except as waived by the Council:

1. Introduction. The presiding officer informs those attending of the procedure and order of business for the hearing and reads the item for consideration.
2. Staff presentation. City staff briefly summarizes the request that prompted the public hearing. This presentation shall not exceed five minutes, unless otherwise approved by a majority vote of Council members.
3. Sponsor presentation. If desired, the sponsor of the request may also make a presentation. This presentation shall not exceed fifteen minutes, unless otherwise approved by a majority vote of Council members.
4. Comment. The presiding officer asks for public comment on the matter before the Council. Comments are limited to three minutes, unless otherwise approved by a majority vote of Council members, and each speaker shall be allowed to speak only once, unless otherwise approved by a majority of Council members. Speakers are requested to:
 - a. Complete the appropriate form.
 - b. Wait to be recognized before speaking.
 - c. Come to the microphone and state their name and city of residence.
 - d. Be brief and to the point.
 - e. Not restate points made by other speakers.

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- f. Address questions through the presiding officer.
- g. Confine remarks to the topic, avoiding personalities.

After all citizens who wish to comment have spoken, Council members may ask additional questions of participants before the presiding officer closes the hearing.

5. Sponsor summation/response. Following citizen comment and questions by the Council, the sponsor or staff shall be given the opportunity to give a fifteen minute summation and/or response prior to closing of the public hearing.
6. Closing the hearing. If there is no further public comment, questions by Council members, or final response by the sponsor, the presiding officer declares the hearing closed.
7. Consideration of item. At the close of the public hearing, the Council shall consider the item for action.

N. Unfinished Business. The Unfinished Business section is to be used for consideration of:

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1. Items which have been referred out of a committee.
2. Items which have appeared as New Business on a previous agenda and which no action has been taken on the item.

O. New Business. The New Business section of the Council agenda shall be for the introduction of all new business to be considered by the Council. The Council may, by majority vote, (1) send a business item to committee, (2) postpone final action to a future meeting, or (3) take final action on the matter.

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P. Mayor. "Report" affords the Mayor the opportunity to regularly report to the Council about City business. "Questions to the Mayor" affords all members of the Council an opportunity to ask questions or raise issues of concern to the Mayor and to request appropriate action.

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Q. Adjournment.

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V. VACANCY IN ELECTED OFFICE

- A. Council. If a Council member vacates his/her seat on the Council before the term of office expires, the Council shall fill the vacant seat, as provided by State laws and City ordinance, and in accordance with the following rules:
 1. Applicants shall be qualified for the office in accordance with all applicable State laws and City ordinance.
 2. Applicants shall complete an application form available through the Council office.
 3. The Council shall, within thirty (30) days of the occurrence and declaration of such Vacancy, appoint a qualified resident of the City and the appropriate Council District to fill the unexpired term.
- B. Mayor. If the Mayor vacates his/her office before the term of office expires, the Council shall fill that office, as provided by State laws and the City Ordinance, and in accordance with the following rules:

1. Applicants shall be qualified for the office in accordance with all applicable State laws and City ordinance.
2. Applicants shall complete an application form available through the Council office.
3. The Council shall, within thirty (30) days of the occurrence and declaration of such Vacancy, appoint a qualified resident of the City to fill the unexpired term.
4. The City Council Chair shall become acting Mayor until the vacancy in the office of the Mayor is filled by the City Council as above provided.

VI. PERSONNEL

- A. Council Staff. The Council staff shall consist of a Council Executive Director an Office Administrator II, and such other full-and part time staff as the Council may deem necessary.
- B. Appointment. All Council staff members are appointed by the Council as follows:
 1. Job Descriptions. The Council reviews and approves all job descriptions for Council staff members.
 2. Posting and interviews. All arrangements for job posting and interviews are handled by the Council staff.
 3. Council Executive Director. Applicants are interviewed by the Council Chair and Vice Chair. Finalists may be interviewed by the Council, which selects the person by majority vote from that group.
 4. Other staff. The Council Executive Director with council member involvement interviews applicants and recommends finalists to the Council, which selects the person from that group.

C. Reporting relationships. The Council Executive Director is supervised by the Chair of the Council. The Council Executive Director supervises all other Council staff.

D. Performance appraisal. Performance appraisals of Council staff shall be conducted annually using the Performance Pro program, provided by the City Human Resource office as follows:

1. The Council Chair and Vice Chair shall conduct the performance appraisal for the Council Executive Director.
2. The Council Executive Director shall conduct the appraisal for all other staff members.
3. Compensation increases, exclusive of COLAs, shall be based on the performance appraisal subject to appropriation of funds.

E. Compensation and Step Plan. Council staff compensation is determined by the Council and changed as follows:

1. Council Executive Director compensation may be reevaluated periodically, and changes made based on performance and/or completion of a Wasatch Compensation Salary Survey, subject to appropriation of funds.

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2. Council staff compensation is based on the annual performance appraisal and the Step Plan, subject to appropriation of funds.

3. Each staff member shall receive an annual COLA in the same amount and at the same time as other City employees.

VII. FINANCES

A. Council Budget. Each year, the Council Executive Director shall work with the Council Chair and submit a proposed budget for Council operations to the members of the Council for their review and approval.

B. Review of Council Expenditures. The Council Chair shall have general responsibility to see that all expenditures are made on time and within budget.

C. Public Relations Account. The Council hereby authorizes the creation of a public relations account.

D. Purpose of the Public Relations Account. The purpose of the public relations account is to provide a mechanism for the Council as a whole to purchase and deliver token remembrances or acknowledgments. The events listed below shall be considered first priority use for account funds; all secondary uses not listed, and the donation amounts shall be informally approved by a majority of Council Members. Council Staff will assist in all transactions.

1. Death or serious illness of an employee or an employee's immediate family;
2. Retirement of a City employee.

E. Funds to the Public Relations Account. The public relations account is to be funded solely from the pay of Council members by payroll deduction. The amount deducted shall be decided by a vote of the Council.

F. Review of Public Relations Account Expenditures. The Council Chair shall have general responsibility to see that all expenditures are made properly. Disbursement from the Account shall require authorized signature. Those authorized to sign on the Account are the Council Chair, Council Vice-Chair, Council Executive Director or a designee appointed by the Council Chair in writing.

G. Expenses Relating to Neighborhood Meetings. Costs associated with Neighborhood meetings shall be funded from the Council Office budget.

H. Cellular Phones. Council Members will be provided with cellular phone allowances for use in conducting City business during their term of office as determined by the City cell phone policy.

I. Electronic Device. Council Members will be provided an iPAD or similar tablet for use in conducting City business during their term of office.

J. Expense Allowance. Council Members will be provided a monthly allowance to offset the costs for meetings, meals and local travel while conducting City business during their term of office.

VIII. INDEPENDENT FINANCIAL AUDIT

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A. The City is required to have an annual independent audit or review of the City's basic financial statements and Comprehensive Annual Financial Report 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 for State, Local Governments and Non-Profit Organizations.

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B. Upon expiration of a financial audit agreement, the City Council shall work with the Council Executive Director, City Recorder/Purchasing Agent, and Finance and Administration Director to create a Request for Proposals (RFP) to provide auditing services.

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C. The City Council will form an Audit Committee to review and score proposals and recommend an independent audit firm to the City Council for consideration.

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D. Upon approval of the audit firm and agreement, the City Council Chair shall be authorized to execute the agreement for auditing services.

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IX. COUNCIL RELATIONS

A. Anti-Harassment Policy

- It is City policy to foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the City will not tolerate harassment of any kind that is made by City Councilmembers toward fellow Councilmembers, City Staff or members of the public. City Councilmembers are expected to show respect for one another and the public at all times, despite individual differences.
- Harassment is unwelcome conduct that is based on race, color, religion, sex (including pregnancy, childbirth and related medical conditions), national origin, age (40 or older), disability, genetic information, marital status, sexual orientation, honorably discharged veteran or military status or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. In some circumstances, it can be deemed unlawful discrimination that violates federal laws and/or state laws. The making of demeaning comments, whether verbally or in writing, or use of unwelcome epithets, gestures or other physical conduct, based on the above-referenced protected classes, toward employees, Councilmembers or members of the public are prohibited. Councilmembers are strongly urged to report all incidents of harassment.
- Sexual harassment is a form of unlawful discrimination.

B. Reporting Discrimination or Harassment

- If the incident involves a city employee, or an appointee to an advisory board or a commission, the incident should be reported as soon as possible to the Mayor.
- If the incident involves a Councilmember, the incident should be reported as soon as possible to the Executive Director of the Council, the Council Chair, or the City Attorney.
- All complaints will be investigated promptly. Upon receiving a complaint, an investigation shall be initiated within 24 hours, or as reasonably practicable, usually, by the end of the next business day.
- All complaints will be kept confidential to the fullest extent possible, and will be disclosed

only as necessary to allow an investigation and response to the complaint. No one will be involved in the investigation or response except those with a need to know. Any special concerns about confidentiality will be addressed at the time they are raised.

5. Anyone who is found to have violated this policy is subject to corrective action. Corrective action will depend on the gravity of the offense. The City Council will take whatever action it deems necessary to prevent an offense from being repeated.
6. The City Council will not permit retaliation against anyone who makes a complaint or who cooperates in an investigation.
7. Both the person filing the complaint and the alleged offender shall receive a written response that contains the findings of the investigation and any action taken. Unless extra time is needed for a thorough investigation, the response will normally be given within thirty (30) days of when the complaint was received. All parties will be notified of an extended investigation if such an extension is necessary to complete the findings.



MURRAY
CITY COUNCIL

Adjournment