

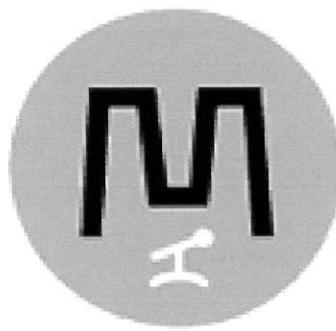
MURRAY
CITY COUNCIL

Council Meeting

6:30 p.m.

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes

Murray City Municipal Council

Chambers

Murray City, Utah

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

Council Members in Attendance:

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

Others in Attendance:

Blair Camp	Mayor	Jan Lopez	Council Director
G.L. Critchfield	City Attorney	Jennifer Kennedy	City Recorder
Doug Hill	Chief Administrative Officer	Brenda Moore	Controller/Acting Finance Director
Craig Burnett	Police Chief	Joey Mittelman	Fire Captain
Robert White	IT Director	Kim Sorensen	Parks & Recreation Director
Blaine Haacke	General Manager of Power	Jim McNulty	Community & Economic Development (CED) Manager
Greg Bellon	Assistant General Manager of Power		
Scouts		Citizens	

Opening Ceremonies

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

Pledge of Allegiance – The Pledge of Allegiance was led by Jake Irvine.

Approval of Minutes

Council Meeting – July 16, 2019

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

Special Recognition

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

Staff Presentation: Mayor Blair Camp

Mayor Camp said the city has once again been recognized by the Government Finance Officers Association (GFOA) for excellence in the comprehensive annual financial report (CAFR). He read from a letter he received from GFOA and presented a certificate to Brenda Moore, Finance Director. Ms. Moore thanked her staff for their hard work.

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

John Fruin – Millcreek City, Utah

Mr. Fruin showed the Council some artwork from around the world.

Brett Snow – Murray City, Utah

Mr. Snow said he has been working with Dale Cox and the City's Code Enforcement on an issue with a house on his street that's been under construction for seven years. The owner of the house owns a construction company and is storing all of his material in the driveway. It's to the point where his truck can't fit in the driveway anymore so he parks on the sidewalk, blocking it for anyone who has to use it.

Mr. Snow asked why this house was not being worked on. He asked why the city was not enforcing code enforcement and getting their inspectors out there. He received an email from Melinda Greenwood, CED Director, stating these situations are difficult and slow to resolve. He gets that these situations are probably slow and difficult to resolve, but he felt like she was telling him there was nothing she could do.

Mr. Snow wants to know why there is a zoning department and codes if nothing can be done to enforce them. He feels like the city has turned a blind eye to this situation for years. He asked for some direction on how this can be resolved.

Public Hearings

Staff and sponsor presentations and public comment will be given 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.

Applicant: Titan Development/Mark Snow applicant.

Staff Presentation: Jim McNulty, Development Services Manager

(See Attachment 1 for slides used during this presentation)

Mr. McNulty said this property is about 1/3 of an acre. He showed a map of the property,

noting the property next to it has also been zoned R-N-B. Mr. McNulty noted that the Master Plan shows the future use of this property as R-N-B. The city has had some good projects come out of the R-N-B zone. The Planning Commission has recommended approval of this proposal. Staff is also recommending approval.

Mr. McNulty noted that the R-N-B zone has some restrictive standards compared to other commercial zones in the city. The building would have to have a residential type of design, appropriate landscaping, fencing and buffering between the main roadway and the residential area behind it.

Mr. Cox said he has had one constituent comment on this. They are in favor of the rezone, but their only concern was that whatever is built on the property will fit in with the neighborhood.

Mr. McNulty said if the rezone is granted, the next step is for the applicant to go through a site plan and conditional use process. That is a public hearing that the neighbors are invited to and can make comments at.

Mark Snow – Titan Development

Mr. Snow said he doesn't know exactly what they are going to put on this property, but they are excited to put something on it.

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

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

Council roll call vote:

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

Motion passed 5-0

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.

Applicant: Titan Development/Mark Snow applicant.

Staff Presentation: Jim McNulty, Development Services Manager

(See Attachment 2 for slides used during this presentation)

Mr. McNulty said this property is just shy of 16,000 square feet. The applicant is requesting a rezone from R-1-8 to R-1-6 so he can build two separate properties that are approximately 7,800 square feet each. He said that the Low Density Residential zone includes a lot of different single-family home types such as R-1-8, R-1-6, R-1-10, and R-1-12.

Mr. McNulty noted a study was done in the area where this property is located that the applicant and staff have been looking at. The study shows that there are a number of properties within ¼ mile of this property that are zoned R-1-8 that do not meet the zoning requirement of an 8,000 square foot lot. Over 51% of the lots in the study area are on lots that are less than 8,000 square feet.

The R-1-6 zone is supported by the Future Land Use Map. Staff feels this is a good use of the property. The Planning Commission recommended approval of this proposal. Staff is also recommending approval.

Mark Snow – Titan Development

Mr. Snow said this is a great location and he is excited to build something on this property.

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

Mr. Brass said he doesn't have an issue with this proposal because the lot is so big.

MOTION: Mr. Nicponski moved to adopt the ordinance. The motion was SECONDED by Ms. Turner.

Council roll call vote:

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

Motion passed 5-0

3. Consider an ordinance amending Title 16 of the Murray City Municipal Code relating to subdivisions.

Staff Presentation: Jim McNulty, Development Services Manager

(See Attachment 3 for slides used during this presentation)

Mr. McNulty said there have been a number of residents who have voiced concerns about some subdivision plats. Currently, Title 16 of the Murray Code states the Planning

Commission is making a recommendation of preliminary or final approval of a plat to the Mayor, then requires the Mayor to sign off on the final plat. In a few instances, people have requested to meet with the Mayor regarding his approval of a plat.

State Code allows for the Planning Commission to be the land use authority for reviews and final approvals of subdivision plats; they do not have to forward a recommendation to the Mayor's office. The Mayor would still sign the plat at the end of the process.

Mr. McNulty said the city has had a policy allowing a subdivision with ten or less lots to be reviewed and approved concurrently. They want to codify that and add it to the code.

The Planning Commission is recommending approval of these changes, staff is also recommending approval. Mr. McNulty added that the Development Review Committee which includes the Public Works Department, the City Engineer and others that are vital to the review of subdivisions and plats before they are recorded, have been involved with these proposed text amendments.

G.L. Critchfield, City Attorney, said a subdivision review is an administrative decision. One of the advantages of having the Planning Commission be the final decision maker in that is it will allow a forum for a public hearing.

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

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

Council roll call vote:

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

Motion passed 5-0

Business Items

1. Consider a resolution approving an increase in Murray City's Entitlement Share under the Carbon Free Power Project Power Sales Contract.

Staff Presentation: Blaine Haacke, General Manager of Power

Mr. Haacke said this technology, the Small Modular Reactor (SMR), has been ongoing for about five years and Murray City has been involved with it for the past 18 months.

Mr. Haacke approached the Council in 2018 and asked for a one megawatt interest to examine the SMR technology. The Council is familiar with this technology as they have been involved with the Utah Associated Municipal Power Systems (UAMPS) and Mr. Haacke has had one on one meetings with each of the Council Members. This technology is proposed to be built in the Idaho National Laboratory area located west of Idaho Falls. This technology is new and is not a big nuclear plant. It is small and is being designed and examined in front of the Nuclear Regulatory Commission (NRC) right now. It takes numerous years to get this technology approved. UAMPS has had this technology in front of the NRC for a couple of years and they expect it will take another one and a half to two years to get its final approval. Then at that time it goes from the design phase of the NRC to the NRC administrative group who will actually approve or disapprove the technology.

Mr. Haacke said UAMPS is partnering with a group from Corvallis, Oregon who have devised this technology. This is a self-contained unit that is about 60' by 15'. All of the nuclear reaction and cooling takes place inside the unit.

Mr. Haacke said his intention tonight is to have the Council pass two resolutions. The first resolution would increase the city's entitlement from a one megawatt interest to a 10,250 kilowatt interest. That would commit the city to pursue and continue with the examination and study of this technology on a larger scale. There are advantages to taking a bigger commitment now. There are some cost savings and sharing that are going on now with this new technology. For example, the Department of Energy is paying for half the cost of the licensing. To date, \$6,000,000 has been spent to get the licensing phase to this point. Mr. Haacke explained if the city were to increase their entitlement, Murray would have an \$800,000 interest.

Mr. Haacke explained that when this technology first came out, he was skeptical and worried about it. However, as he's learned more about it, he thinks the technology is exciting and could be a game changer to the whole world.

Mr. Haacke said the second resolution he is bringing before the Council tonight has to do with the Joint Use Module Plant (JUMP) program. He explained that after ten years in this project, the Department of Energy will turn one of their modules, which are 60 megawatts a piece, back to UAMPS. This resolution enables the city to be involved with that call-back possibility and get some more kilowatts in ten years.

Mr. Haacke said the city does have off-ramps where the city can back out of this deal if it needs to. The developers have to meet certain goals and milestones for UAMPS to stay in this. One of those goals is a \$65 per megawatt hour price. If UAMPS sees that the developers are not meeting their goals or feel that there is a safety issue, they can back out of this deal and the Department of Energy will help pay back our \$800,000 commitment. Mr. Haacke noted that UAMPS as a whole would have to back out, Murray City could not back out by themselves.

Another off-ramp will be in late 2023 and the end of the licensing phase. That is when the project will start the construction phase and the bonding will take place. Mr. Haacke said he is not asking for money from Murray City right now.

Mr. Haacke reiterated some the reasons he feels comfortable with this project which included: there are off-ramps to protect us, there is no immediate outlay of money, the Department of Energy is involved, there's a long-term commitment, the City is losing some of its coal fire power plants, and this is a dispatchable resource.

Mr. Haacke said that if the Council decides not to do this, there are some ways around it, but they rely on the market. We can hope that natural gas prices don't go up or that coal fire plants continue to operate for another 20 to 30 years, but his recommendation is to get involved. Ten megawatts is not huge. It is about 7% to 8% of the city's energy needs.

Mr. Nicponski asked if the \$800,000 was coming out of the Power Fund.

Mr. Haacke replied the money is a short-term loan from UAMPS. It is a commitment from Murray, but it's not money out of the city's coffers and hopefully never will be. They are hoping to put the money into the bonding of the plant in 2023.

Ms. Turner said she has done a lot of research and she doesn't believe it should be the role of a city of 50,000 citizens to fund, what will end up being millions of dollars, for small nuclear reactors. The technology is brand new, has not been proven, and has not been on the power grid. She believes the investment is too risky and there are too many "ifs". She supports and believes in the value of innovation, but private industry should be doing this, not small cities.

Ms. Turner stated the total investment will be \$7,300,000 in 2023 and she doesn't think it's fair that the citizens who do not receive Murray Power would be responsible to pay for that. Ms. Turner said she believes there are other options such as investing in renewable energy and further developing the assets we already have.

Mr. Cox said the City has heard from both sides of this issue, and everything has a risk. It was a risk when the City bought the Power Department. Coal is going away and new technologies are coming. Nuclear energy scares everybody, but this is being looked at as a new technology and if it works, could be the future of carbon free emissions. All energy has its carbon footprint. If this technology works, it will be groundbreaking.

Mr. Brass said he has worked in the power industry for 45 years. He has solar powers on his house. He did that because he knew at some point, he would have to make a decision on the City Council on how to charge for solar panel rates and look at other renewal energy. Europe has adopted nuclear power on a greater scale. Nuclear is carbon free and can be used 24/7. Natural gas is cleaner fuel, but it's only 50% less emissions than coal. If this come in at the price Mr. Haacke is saying, it will be a bargain.

MOTION: Mr. Nicponski moved to adopt the resolution to increase Murray City's Entitlement Share from 1,000 Kilowatts to 10,250 Kilowatts. The motion was SECONDED by Mr. Brass.

Ms. Turner said she doesn't think this is the most responsible thing the city can do with its funding.

Council roll call vote:

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

Motion passed 4-1

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.

See Business Item #1 for discussion on this item.

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

Council roll call vote:

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

Motion passed 4-1

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.

Staff Presentation: Brenda Moore, Finance Director

Ms. Moore said in September or October she will be bringing a parameters resolution before the Council for a bond for the new City Hall. The reason for tonight's resolution is the city is incurring costs related to the new City Hall now and we intend to reimburse

ourselves with the bond proceeds even though the bond won't be issued until early next year.

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

Council roll call vote:

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

Motion passed 5-0

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.

Staff Presentation: Jennifer Kennedy, City Recorder

Ms. Kennedy said these changes include that if a candidate is going to be out of town during the entire declaration of candidacy period, they can designate an agent to declare their candidacy on their behalf. The requirements for the nomination petition have been updated now that a single person can nominate someone and we have taken out the section about appointing election judges because Salt Lake County takes care of that.

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

Council roll call vote:

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

Motion passed 5-0

Mayor's Report and Questions

Mayor Camp reported on the following items:

- Mayor Camp spent some time at Utah Community Action (UCA) this morning learning about their facilities. He learned that the HEAT Program, which is ran by UCA, helped 1,821 Murray citizens between July 2018 and June 2019. There were also almost 1,800 citizens who received emergency food supplies from UCA during that same timeframe.
- Vine Street will be closed in both directions at 1100 East starting tomorrow through

Friday.

- The Mayor's Office is aware of the home that was brought up by Mr. Snow on 6286 South 370 East. It is on their radar and they are working on it.

Adjournment

The meeting was adjourned at 7:56 p.m.

Jennifer Kennedy, City Recorder

DRAFT

Attachment 1



MURRAY CITY COUNCIL MEETING

August 6, 2019



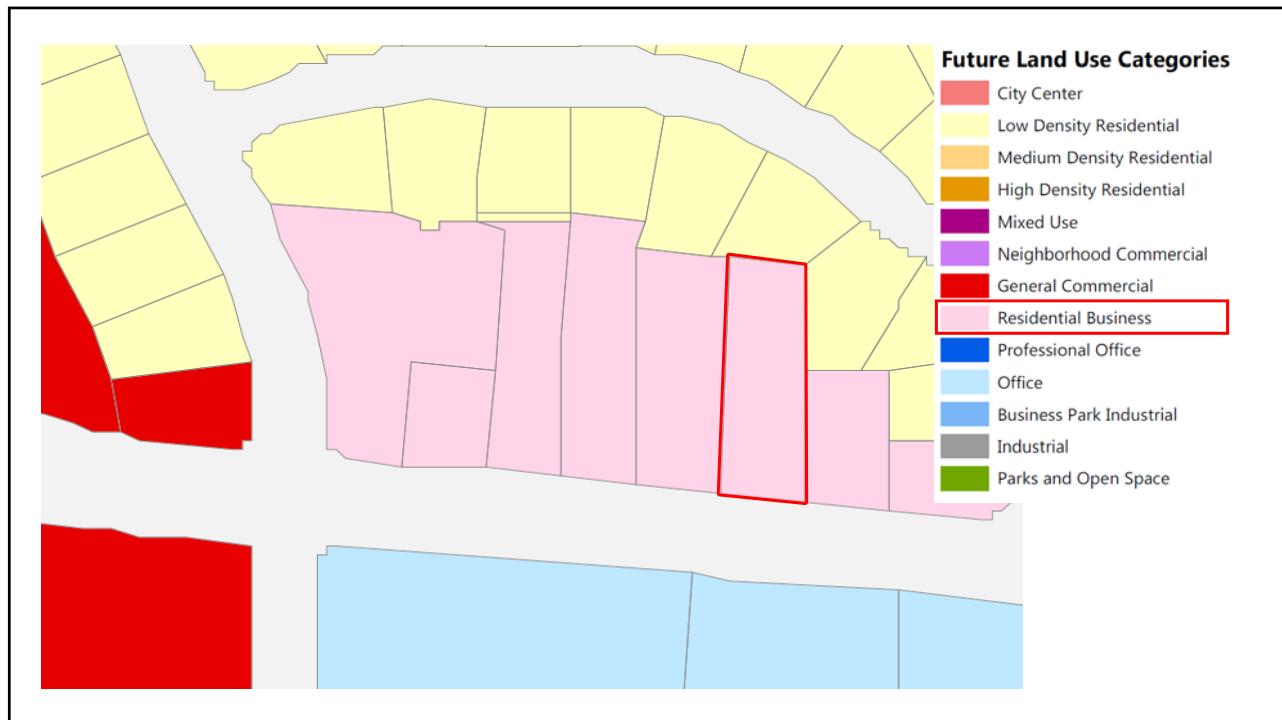
**MARK SNOW, TITAN DEVELOPMENT
Zone Map Amendment from R-1-8 to R-N-B**

Property Address: 347 East Winchester Street

Property Size: 0.32 Acres







RESIDENTIAL BUSINESS

This designation allows for mixed-use, attached dwellings, or commercial development within primarily residential neighborhoods that is small in scale, has little impact, and provides services for the nearby residential and/or recreational areas (e.g. Jordan River Parkway node at Winchester; adjacent to Wheeler Farm). Development will be similar in scale to nearby residential development to promote compatibility with the surrounding area. This designation is intended for areas where urban public services are available or planned. Areas within this designation are generally small nodes or individual buildings along corridors rather than large centers or complexes. Non-residential or multi-dwelling development will follow a similar development pattern of front setback/yard/landscaping as the surrounding residential context.

Corresponding zone(s):

- RNB, Residential Neighborhood Business



Findings

1. Utilities and services available in the area are sufficient to support the type and scale of development allowed by the proposed R-N-B zone.
2. The requested zone change has been carefully considered based on the characteristics of the site and surrounding area and the policies and objectives of the 2017 Murray City General Plan.
3. The proposed Zone Map Amendment from R-1-8, Single-Family Residential to R-N-B, Residential Neighborhood Business is supported by the General Plan and the Future Land Use Map designation of the subject property.

PLANNING COMMISSION RECOMMENDATION

On June 6, 2019, the Planning Commission held a public hearing and forwarded a recommendation of APPROVAL to the City Council for the property located at 347 East Winchester Street from R-1-8, Single Family Residential to R-N-B, Residential Neighborhood business.

Staff Recommendation

1. Utilities and services available in the area are sufficient to support the type and scale of development allowed by the proposed R-N-B zone.
2. The requested zone change has been carefully considered based on the characteristics of the site and surrounding area and the policies and objectives of the 2017 Murray City General Plan.
3. The proposed Zone Map Amendment from R-1-8, Single-Family Residential to R-N-B, Residential Neighborhood Business is supported by the General Plan and the Future Land Use Map designation of the subject property.

Attachment 2



MURRAY CITY COUNCIL MEETING

August 6, 2019



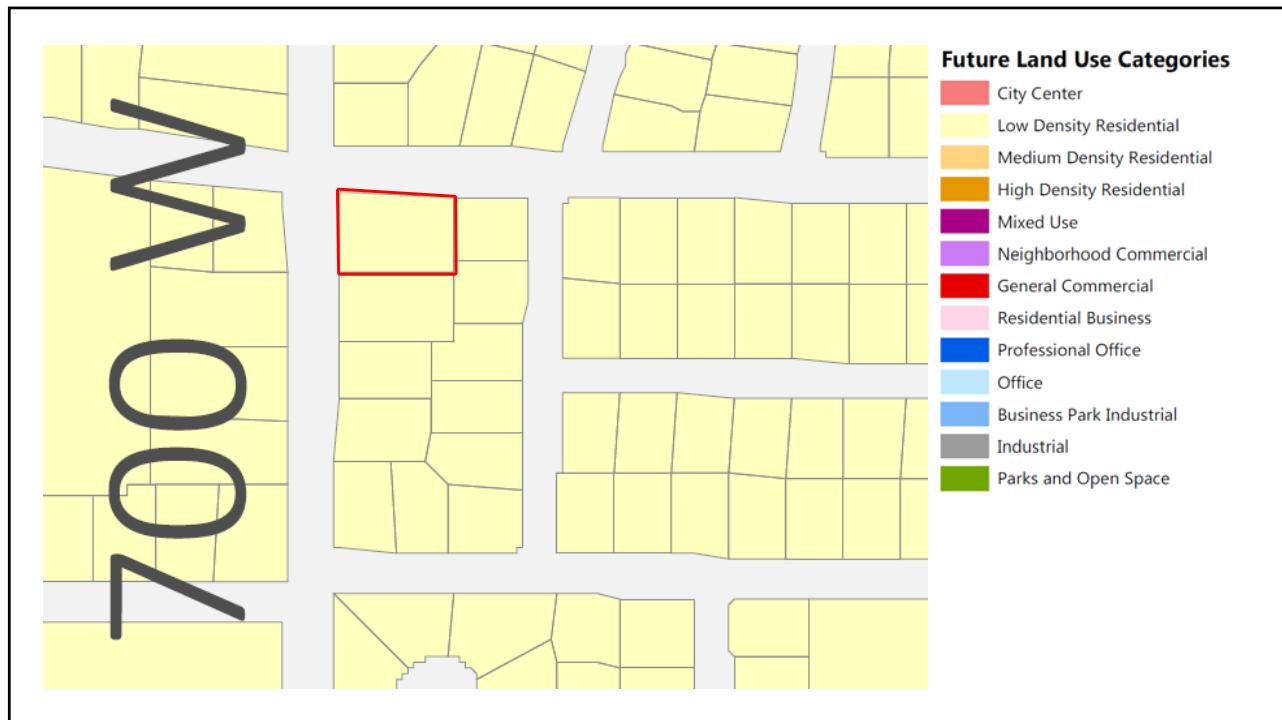
MARK SNOW, TITAN DEVELOPMENT Zone Map Amendment from R-1-8 to R-1-6

Property Address: 5729 South 700 West

Property Size: 0.36 Acres







LOW DENSITY RESIDENTIAL

This designation is intended for residential uses in established/planned neighborhoods, as well as low density residential on former agricultural lands. The designation is Murray's most common pattern of single-dwelling development. It is intended for areas where urban public services, generally including complete local street networks and access to frequent transit, are available or planned. Areas within this designation generally have few or very minor development constraints (such as infrastructure or sensitive lands). Primary lands/use types include single-dwelling (detached or attached) residential.

Density range is between 1 and 8 DU/AC.

Corresponding zone(s):

- A-1, Agricultural
- R-1-12, Low density single family
- R-1-10, Low density single family
- R-1-8, Low density single family
- R-1-6, Low/Medium density single family
- R-2-10, Low density two family





FINDINGS

1. The rezoning of the property to R-1-6 is supported by the Future Land Use Map designation of Low Density Residential. The applicant's intended purpose in seeking the change of zoning doesn't conflict with the purpose of "encouraging residential development which is single-family detached in character".
2. The requested rezoning has been carefully considered based on the characteristics of the site and surrounding area and the policies and objectives of the 2017 Murray City General Plan. The property would represent an isolated parcel zoned differently from all those surrounding it, but subsequent subdivision of the property would result in lots of comparable size and configuration.
3. Due to the large number of surrounding properties which do not conform to the minimum lot size of the existing R-1-8 Zone, the proposed R-1-6 Zone will support the creation of lots which are in harmony with the prevailing development pattern in the area.
4. The requested zoning designation does not detract from the General Plan's stated purpose to promote residential development that is single family and detached in nature. Resulting development will be in keeping with the development pattern for lot sizes and residential uses in the surrounding area.

PLANNING COMMISSION RECOMMENDATION

On June 6, 2019, the Planning Commission held a public hearing and forwarded a recommendation of APPROVAL to the City Council for the proposed Zoning Map Amendment for the property at 5729 South 700 West from R-1-8, Single Family Residential to R-1-6, Single Family Residential.

Staff Recommendation

APPROVAL of the requested amendment to the Zoning Map designation for the property located at 5729 South 700 West from R-1-8, Single-Family Residential to R-1-6, Single-Family Residential.

Attachment 3



MURRAY CITY COUNCIL MEETING

August 6, 2019



TITLE 16

SUBDIVISION ORDINANCE REGULATIONS



Staff Proposal:

- Subdivision approval authority be assigned to the Planning Commission. Allowed per **Utah State Code (10-9a-604)**
- The Mayor signs final subdivision plats (*as a non-discretionary and ministerial act*) for the acceptance of lands and public improvements to be dedicated to the City.
- The addition of a Community & Economic Development Director or designee.



- Allows for Preliminary and Final subdivision review for a subdivision of ten (10) lots or less to be reviewed and approved concurrently.
- A Preliminary Plat approval may be granted a one-year extension by the Planning Commission if requested prior to expiration.
- A Final Plat approval may be granted a one-year extension by the Planning Commission if requested prior to expiration.

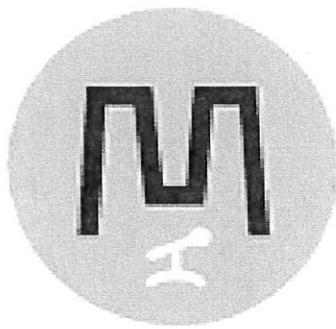
Planning Commission Recommendation

On June 6, 2019, the Planning Commission held a public hearing and forwarded a recommendation of Approval to the City Council for the proposed amendments to the Murray City Code, Title 16, Subdivision Ordinance Regulations.

Staff Recommendation

APPROVAL of proposed amendments to the Murray City Code, Title 16, Subdivision Ordinance Regulations.





MURRAY
CITY COUNCIL

Special Recognition #1



Murray City Library

MURRAY

**Employee of the Month, Chelsea Hoffman,
Librarian**

Council Action Request

Council Meeting

August 27, 2019

Department Director Kim Fong	Purpose of Proposal <ul style="list-style-type: none">• City Council Employee of the Month Award Action Requested <ul style="list-style-type: none">• Informational only. Attachments <ul style="list-style-type: none">• Employee of the Month Recognition Form Budget Impact <ul style="list-style-type: none">• None Description of this item See attached nomination form.
Presenter Kim Fong and Brett Hales	
Required Time for Presentation	
Is This Time Sensitive No	
Approval: N/A August 16, 2019	

EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

DATE:

Library

7/31/2019

NAME of person to be recognized:

Submitted by:

Chelsea Hofmann

Kim Fong

DIVISION AND JOB TITLE:

Librarian

YEARS OF SERVICE:

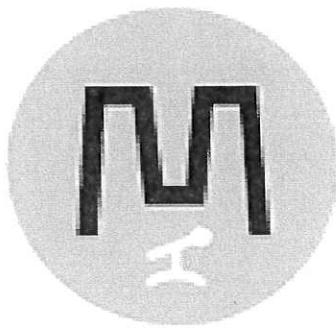
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REASON FOR RECOGNITION:

Chelsea Hofmann is a valued member of our library team. She has worked in many different capacities, including Page, Library aide, Assistant librarian, Library technician and now Librarian. Her duties include maintaining and purchasing items for our children's collections including books, DVDs, music CDs, audiobooks and eBooks. She is always willing to lend a hand in any project. She is responsible for the design of our dragon mascot, Murray and has spent many hours inside the costume, delighting young library patrons. Her library expertise is appreciated by fellow library staff. I am happy to be able to honor such a hard-working and dedicated employee.

COUNCIL USE:

MONTH/YEAR HONORED Aug 27, 2019



MURRAY
CITY COUNCIL

Special Recognition #2



Fire Department

Swearing-in Ceremony

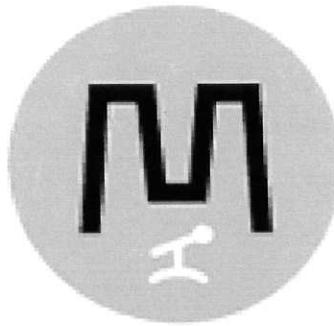
MURRAY

Council Action Request

Council Meeting

Meeting Date: August 27, 2019

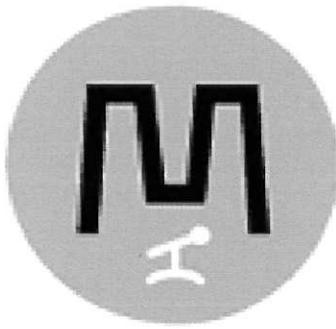
Department Director Jon Harris	Purpose of Proposal Swearing-in for Assistant Chief/Fire Marshal Joey Mittelman and Captain Travis Bodtcher
Phone # 801-264-2774	Action Requested We have promoted Joey Mittelman to Assistant Chief / Fire Marshal and Travis Bodtcher to the daytime Training Captain.
Presenters Jon Harris	Attachments None.
	Budget Impact None.
	Description of this Item Swearing-in for Assistant Chief/Fire Marshal Joey Mittelman and Captain Travis Bodtcher.
Required Time for Presentation	
Is This Time Sensitive Yes	
Mayor's Approval	
Date June 20, 2019	



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Public Hearing #1



MURRAY

Council Action Request

Police Department

JAG Grant Notification

Council Meeting

Meeting Date: August 27, 2019

Department Director Craig Burnett	Purpose of Proposal Official notification of the Police Department intent to apply for the 2019 Edward Byrne Memorial Justice Assistance Grant
Phone # 801-264-2613	Action Requested Public hearing, consideration of resolution
Presenters Chief Burnett	Attachments Resolution and program narrative.
Budget Impact	 None - this is a federal grant
Required Time for Presentation	Description of this Item Requesting council approval to use 2019 Jag Grant to purchase vehicle dash cameras.
Is This Time Sensitive No	
Mayor's Approval 	
Date August 2, 2019	

Murray City Corporation

NOTICE OF A PUBLIC HEARING TO RECEIVE INPUT REGARDING THE CITY'S INTENT TO APPLY FOR A GRANT FROM THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM (JAG).

The Murray City Council will hold a public hearing on August 27, 2019 at 6:30 p.m., in the Council Chambers of the Murray City Center, 5025 South State Street, Murray, Utah, to receive public input regarding the City's intent to apply for a grant from the Edward Byrne Justice Assistance Grant Program (JAG).

Dated this 5th day of August, 2019.

MURRAY CITY CORPORATION

Jennifer Kennedy City Recorder

DATE OF PUBLICATION: August 12, 2019
PH 19-25

PUBLIC NOTICE OF GRANT SOLICITATION

The Murray City Police Department is submitting a solicitation for **the Edward Byrne Memorial Justice Assistance Grant (JAG)**.

This grant program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice.

The Murray City Police Department is seeking financial assistance for the purchase of In-Car cameras to be put in Department vehicles. The Murray City Police Department will utilize FY 2019 JAG funds for the following:

- 1) Five HD in-car digital camera systems

The amount allocated to the City of Murray for this grant is \$34,849.00. The JAG grant program narrative may be viewed online at <http://www.murray.utah.gov>.

Murray City will accept public comments from August 20, 2019 through August 27, 2019.

Any questions or comments regarding the Justice Assistance Grant or its intended use, were directed to Lieutenant Doug Roberts of the Murray City Police Department at 801-264-2673.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE CITY'S APPLICATION FOR A GRANT FROM THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM (JAG).

WHEREAS, the City, through its Police Department, wants to apply for a grant from the Edward Byrne Justice Assistance Grant Program (JAG); and

WHEREAS, the amount of the grant would be \$34,849.00; and

WHEREAS, the grant would be used to pay for in-car cameras;

WHEREAS, before the City can apply for the grant, it must provide to the public the opportunity to comment on the application; and

WHEREAS, before the City can apply for the grant, the City Council must review and approve the application after considering public input; and

WHEREAS, the City Council held a duly noticed public hearing on August 27, 2019 to receive input regarding the application; and

WHEREAS, after considering the public input, the City Council wants to approve the application for a JAG grant.

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council that it hereby approves the City's application for a grant from the Edward Byrne Justice Assistance Grant Program (JAG).

DATED this day of August, 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Council Chair

ATTEST:

Jennifer Kennedy, City Recorder

MEMORANDUM

TO: Mayor D. Blair Camp

FROM: Craig Burnett
Chief of Police

RE: Murray City Municipal Council Agenda

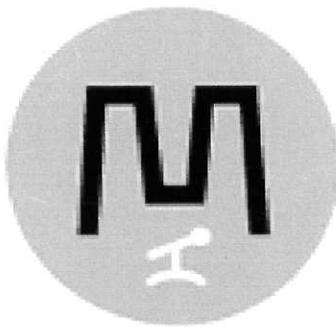
DATE: August 2, 2019

We would like to be placed on the Murray City Municipal Council Agenda on August 27, 2019.

We are asking approval for the Murray City Police Department to give **Public Notice of a Grant Solicitation**.

This Grant will be used to purchase in-car cameras, which will be placed in marked patrol vehicles.

Thank you for your assistance in this matter.



MURRAY
CITY COUNCIL

Public Hearing #2

Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 27th day of August, 2019, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing on and pertaining to amending the Zoning Map from the C-D (Commercial) zoning district to the M-U (Mixed Use) zoning district for the property located at 4670 South 900 East, Murray, Utah.

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

DATED this _____ day of _____, 2019.

MURRAY CITY CORPORATION

Jennifer Kennedy
City Recorder

DATE OF PUBLICATION: August 16, 2019

ORDINANCE NO. _____

AN ORDINANCE RELATING TO LAND USE; AMENDS THE ZONING MAP FOR THE PROPERTY LOCATED AT 4670 SOUTH 900 EAST, MURRAY CITY, UTAH FROM THE C-D (COMMERCIAL) ZONING DISTRICT TO THE M-U (MIXED USE) ZONING DISTRICT. (Kimball Associates)

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

WHEREAS, the owner of the real property located at 4670 South 900 East, Murray, Utah, has requested a proposed amendment to the zoning map to designate the property in an M-U (Mixed Use) zone district; and

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

WHEREAS, it appearing to be in the best interest of the City and the inhabitants thereof that the proposed amendment of the zoning map be approved.

NOW, THEREFORE, BE IT ENACTED:

Section 1. That the Zoning Map and the zone district designation be amended for the following described property located at 4670 South 900 East, Murray, Salt Lake County, Utah from C-D (Commercial) to M-U (Mixed Use):

PARCEL I

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH THE POINT OF BEGINNING.

PARCEL 1A

TOGETHER WITH A PERPETUAL EASEMENT OF RIGHT OF WAY FOR EGRESS FOR VEHICULAR AND PEDESTRIAN TRAFFIC ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY, AS DISCLOSED BY WARRANTY DEED RECORDED MAY 27, 1966, AS ENTRY NO. 2157566 IN BOOK 2463 AT PAGE 59 OF THE OFFICIAL RECORDS, TO-WIT:

OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE

THENCE SOUTH 89°49'40" WEST 30.00 FEET TO THE POINT OF BEGINNING.

Section 2. This Ordinance shall take effect upon the first publication and filing of copy thereof in the office of the City Recorder.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this 27th day of August, 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST:

Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this _____ day of _____, 2019.

D. Blair Camp, Mayor

ATTEST:

Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance was published according to law on the _____ day of _____, 2019.

Jennifer Kennedy, City Recorder

Planning Commission Meeting
July 18, 2019
Page 6

Phil Markham made a motion to forward a recommendation of approval to the City Council for the requested amendment to the General Plan of the property located at 5920 South Fashion Boulevard from Office to Professional Office.

Seconded by Scot Woodbury.

Call vote recorded by Mr. Smallwood.

A Phil Markham
A Scot Woodbury
A Maren Patterson
A Lisa Milkavich
A Travis Nay

Motion passed 5-0

Maren Patterson made a motion to forward a recommendation of approval to the City Council for the requested amendment to the Zoning Map designation for the property located at 5920 South Fashion Boulevard from C-D, Commercial Development and G-O, General Office to P-O, Professional Office.

Seconded by Phil Markham.

Call vote recorded by Mr. Smallwood.

A Maren Patterson
A Phil Markham
A Scot Woodbury
A Lisa Milkavich
A Travis Nay

Motion passed 5-0

Mr. Nay added for the benefit of those in attendance that if an application is submitted to the City for the development of the site it will also be brought before the Planning Commission in a public meeting and there will be an opportunity for future thoughts and concerns to be heard. Mr. Woodbury added that this agenda item will be forwarded to the City Council for Public Hearing and that there will be an opportunity to speak at that time as well. This is only the first part of the process, and the City Council is the second part. Any potential future projects will come to Planning Commission in a public meeting.

KIMBALL ASSOCIATES – 4670 South 900 East – Project #19-086 & 19-087

David Kimball was the applicant present to represent this request. Jared Hall reviewed the location and request for amendments to the Future Land Use Map from a designation of General Commercial to a designation of Mixed Use. The applicant proposes 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 horizontal commercial development along 900 East. The requested Zoning Map amendment is from a designation of C-D, Commercial Development, to M-U, Mixed Use for the subject property generally known as the old K-Mart site. This area is an arm of the City, the east, west, and most of the north property's border Millcreek City. The site is 10.5 acres within the C-D Zone and borders the Ivy Place Shopping Center to the south and Cube Smart building to the north. Most of the site is a parking lot with

a few pad businesses such as Meineke and Java Hut and the large, empty K-Mart building. There is an easement that runs across the property that they share with Ivy Place for access that goes into the west neighborhood located in Millcreek. City Staff received phone calls from residents concerned if the access would stay open or not. City Staff is not aware if it will stay open at this time because the decision will be made by the Engineering Division as development plans come in and are reviewed. Staff will be looking into the history and use of the easement over the past years to make a determination as to whether it is a legally recorded easement. As of now, Staff does not have any site plans for a development and cannot answer questions accurately about possible future development. The General Plan's purpose statement designates higher density, and multi-family housing as a component of new commercial developments. There are a mix of uses in the area such as single and Multi-Family Residential, storage units, commercial, and office. Staff supports the proposed Mixed-Use Zoning and finds it is supported within policies and objectives of the 2017 Murray City General Plan. Based on the background, analysis, and the findings in this report, Staff recommends that the Planning Commission forward a recommendation of approval to the City Council for the requested amendments to the Murray City Future Land Use Map and Zoning Map for the subject property.

David Kimball, 1000 South Main Street, SLC, stated he believes that the zone change should be considered because big box stores are becoming non-existent and the proposed Mixed-Use development will have commercial pad-site's on 900 East with some residential behind, and would be a very good use. With access from 900 East and Van Winkle the traffic can be carried well through the area and the project will enhance the City as well.

Mr. Markham asked if this zone change and development were to be approved what is the time frame in which it would be completed and how far along is the plan conceptually. Mr. Kimball stated that they do not have a site plan ready as of yet, but once it is drafted, they will bring it in for review and if the City grants approval, they would like to start building immediately, weather permitting.

The meeting was opened for public comment.

Kathleen Ayala, 739 Tina Way, stated she is concerned about traffic because of the proposed high-density residential use. The roads nearby are accident prone, have blind spots and reduce to single lanes. Ms. Ayala feels that Ivy Place is her community and does not want it taken away. Mr. Nay clarified that Ivy Place is not in consideration and is staying. Ms. Ayala stated that she does not want the access easement taken away because her neighborhood would be in a pocket of Millcreek surrounded by Murray City and cut off from the community.

Lloyd Enomoto, 4628 South Green Valley Drive, stated that he has lived here since 1963 and that he believes that the easement through the K-Mart site was to be kept when it was originally built. If the easement is blocked, the neighborhood will only have one access out with a right-turn only. Mr. Enomoto stated that he is concerned that emergency access vehicles will have problems finding the neighborhood and believes the high-density housing does not fit within the community but would consider a lower density housing.

Julie Clements, 4637 South Namba Way, stated that she contacted a title company and had a title search run on the address of 4670 South 900 East, and it was found that there is not an easement on record for a cross access easement or roadway easement. However, they did find a reciprocal agreement on file.

David Murphy, 809 East 4680 South, stated he is not against a commercial use abutting his property but is concerned because there are 17 apartment complexes within a 3-mile radius of his home and wondered why we need another. Mr. Murphy is concerned with the depreciation

of his home, the height of a future residential building, privacy, environmental impact on the nearby creek, and water and sewer infrastructure.

Saundra Gary, 4687 Namba Way, stated she agrees with everything everybody else has said and also has concerns about crime. Ms. Gary stated the letter she received was dated July 5th and she wondered who works on the 5th of July and would be paying attention to mail on the 5th of July because she wasn't, and she did not open her mail until a few days ago and found the notice. Ms. Gary added that it was a scramble for her to talk to all the neighbors, and when she did talk to them, they were all against the change. Ms. Gary suggested that an urban park be built here and is concerned that property value will decrease.

Marion Gary, 4687 Namba Way, stated that he believes when he purchased his property from the developers of the property that he was aware that the developers fought very hard to get the easement and it is tied to the properties in the area. The easement is important because it is used by emergency vehicles.

Donya Taghipour, 4642 S Zenia Meadows Ct., stated her property is behind the K-Mark building and she had seen people engaging in lewd behavior and drug use and believes that if a park is built here that people will only have a more comfortable place to engage in these crimes and hopes that something will be done to stop the crime.

Jeff Childs, 4617 Namba Way, asked what density is proposed for the area and will it be like Sugar House with retail on the bottom floor and residential above.

Christopher Watson, 4637 South Green Valley Drive, stated he appreciates his neighbors' comments and agrees with the concerns of traffic, easement access, density, and apartments. Mr. Watson stated that he believes that the lack of a full plan showing what would be developed here proves that this zone change is not ready to be voted on and should not move forward. Mr. Watson stated that he believes that it should be within code to disallow a single access out of the neighborhood which limits walkability.

Wendy Fagre, 4705 South Green Valley Drive, stated she agrees with everything that has been said but is concerned that the easement will disappear. Ms. Fagre added that she is not opposed to having some kind of development but does not want apartments and would be ok with lower density.

The public comment portion for this agenda item was closed.

Mr. Hall addressed the public comments and stated that traffic is always a concern with any new development and when a site plan is submitted traffic is addressed by way of a traffic study. The result of the traffic study, how many accesses the site will have and how much commercial uses will be here determining the type of density that will be suitable for this area. The density depends on the constrictions of the site and we don't have enough information to answer that question at this point. Mr. Hall explained that he disagrees with the comment that this proposal is not ready to move forward because the City does not base zone changes on a particular development. The City instead looks at the potentials of the zone which is being requested versus the potentials of the existing zone, then we make the correct decision. Mr. Hall explained that notices were sent not only to people who own property in the area, but also to effected entities which include the sewer improvement district, water and power suppliers and emergency services. Of all the notices we sent to affected entities we did not receive responses from any of the affected entities, they will contact us when it is time to talk about the capacity. Mr. Hall stated that the concern about community is taken very seriously by Planners, and they don't like to see isolated communities, Planners like to connect them. Emergency Services will also be considered during the review process. When a site plan comes forward there will be a

Planning Commission Meeting
July 18, 2019
Page 9

lot of different discussion about whether the connection should stay or go away. The Murray City Planning Commission received emailed communication from a member of the Millcreek City Council who asked that we keep Millcreek in mind when we consider what to do here and Murray City will definitely do that because we want to hear from the Community. Murray City Staff believes that this is a good place to have a Mixed-Use development.

Ms. Patterson stated that she has information included with this agenda item that shows what is allowed to be developed in the current zone which requires a buffer if the abutting use is commercial, but the proposed zone requires a minimum 15% of open space that would help support community, requires wider sidewalks, larger park strips, paved sidewalks with tree wells, street trees and street furniture. It appears the proposed zone is actually a move toward a community-oriented zone.

Mr. Hall stated that as applications come in for future development, notices will be mailed out again and the opportunity to come to the Public Meetings and speak will be available. If there are any concerns people can call Staff and ask questions any time. Mr. Nay stated that all are encouraged and welcomed to attend any future meetings. Mr. Markham stated that if something is not done here, that the future of this site may sit empty and languish just like it is today because the large commercial box stores can't compete with the nearby Walmart. Mr. Hall stated that he has seen large box stores like this get repurposed and carved up into smaller commercial stores and it may never happen because it has been passed up for this use in the years since K-mart has been closed. Mr. Markham addressed the request for a park and stated he was a Parks and Recreation Manager that retired from Murray City and would like to see a park here, but the City does not have the funds to purchase this property and turn it into a park. Mr. Nay stated that it is unlikely that a private developer would consider funding a park here. Ms. Milkavich added that the City does not own the property and neither does any private citizen and the City is forced to work with private developers unless that changes. Mr. Hall added that the City will still go forward with the zone change and then find out how the easement is or is not relevant to the new zone.

Scot Woodbury made a motion to 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.

Seconded by Phil Markham.

Call vote recorded by Mr. Hall.

A Scot Woodbury
A Phil Markham
A Maren Patterson
A Lisa Milkavich
A Travis Nay

Motion passed 5-0

Scot Woodbury made a motion to forward a recommendation of approval to the City Council for the requested amendment to the Zoning Map designation for the located at 4670 South 900 East from C-D, Commercial Development to M-U, Mixed Use.

Seconded by Maren Patterson.

Call vote recorded by Mr. Hall.

A Scot Woodbury
A Maren Patterson
A Phil Markham
A Lisa Milkavich
A Travis Nay

Motion passed 5-0

Mr. Woodbury thanked everybody for coming out and providing valued comments because it helps Murray City to understand what is needed for this area and it also provides developers with information about what the residents value and the community needs.

SALT LAKE NEIGHBORHOOD HOUSING SERVICES INC. – 871 West Tripp Lane – Project #19-088

Bob Lund was the applicant present to represent this request. Jared Hall reviewed the location and request for an amendment to the Murray City Zoning Map for the subject property from A-1, Agricultural to R-1-8, Single Family Low Density Residential. Mr. Hall stated the subject property is 2.78 acres of mostly undeveloped land except for an older, unoccupied home. The property is currently zoned A-1, the Future Land Use Map calls for this to be low-density residential and the request is for R-1-8. The proposed rezone matches the surrounding area and is consistent with the goals of the General Plan. Mr. Hall explained that because this item is a request for rezone that the City does not have a proposed site plan for any possible development. Without a site plan Staff does not have accurate information about how the access to the property would happen, where the cul-de-sac would be located or if it would go all the way through. Based on the background, analysis, and the findings in this report, Staff recommends that the Planning Commission forward a recommendation of approval to the City Council for the requested amendment to the Zoning Map designation for the property located at 871 West Tripp Lane from A-1, Agricultural to R-1-8, Single Family Low Density Residential.

Bob Lund, 6194 South Crystal Circle, Taylorsville, stated that Neighbor Works purchased the property and would like to develop it into residential lots. Mr. Markham asked if the future homes would be considered as affordable housing. Mr. Lund explained that unfortunately, these would not be considered affordable housing. Neighbor Works is known for purchasing homes and rehabilitating them, but property in Murray is hard to find at an affordable rate to be able to offer them at lower rates. The price point is 80% below the area median income. Mr. McNulty added that H.U.D. requirements have increased to approximately \$390,000.00. Murray City is a partner with Neighbor Works, and we try to provide the opportunity to find properties that are challenged to clean them up and sell them at an affordable rate.

The meeting was opened for public comment.

Bob Toone, 831 West Tripp Lane, asked if the property will be developed into lower income housing. Mr. Nay replied no, this will be market rate housing. Mr. Toone stated that there is a problem with parking due to the school and wondered if there would be additional parking added to the current parking lot that is located behind the baseball field. Mr. McNulty stated that they are good questions, but they are related to the next step in the process which would be the review of any subdivision plat that may be submitted to the City. Neighbor Works is the property owner, but it is likely that they will subdivide the property, record the new plat and sell the lots to other builders at market rate. There will be another opportunity to address questions about the development at a public meeting when we have an application submitted for the development. Mr. Woodbury added that all aspects of any application for development will be reviewed for how it will impact the surrounding area. Mr. McNulty added that the City has a

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

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

TO: Murray City Planning Commission**FROM: Murray City Community & Economic Development Staff****DATE OF REPORT: July 12, 2019****DATE OF HEARING: July 18, 2019****PROJECT NAME: Kimball Associates****PROJECT NUMBER: 19-086 & 19-087****PROJECT TYPE: General Plan Amendment, Zone Map Amendment****APPLICANT: Kimball Associates****PROPERTY ADDRESS: 4670 South 900 East****SIDWELL #: 22-05-376-006****EXISTING ZONE: C-D, Commercial Development****PROPOSED ZONE: M-U, Mixed Use****EXISTING FUTURE LAND USE DESIGNATION: General Commercial****PROPOSED FUTURE LAND USE DESIGNATION: Mixed Use****PROPERTY SIZE: 10.52 acres****I. REQUEST:**

The applicants are requesting approval for amendments to the Murray City Future Land Use Map and Zoning Map for the subject property. The requested Future Land Use Map amendment is from a designation of General Commercial to a designation of Mixed Use. The requested Zoning Map amendment is from a designation of 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.

II. BACKGROUND AND REVIEW

1. *Project Location:*

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.

2. *Surrounding Land Uses & Zoning:*

<u>Direction</u>	<u>Land Use</u>	<u>Zoning</u>
North	storage units	C-D
South	offices/retail (Ivy Place)	C-D
East	retail (across 900 East)	C-2 (Millcreek)
West	single-family residential	R-1-8 (Millcreek)

3. *Analysis:*

Zoning Districts & Allowed Land Uses

- Existing: The existing Commercial Development (C-D) Zone allows hotels, retail stores, restaurants, grocery stores, funeral homes, assisted living facilities, beauty salons, personal services, business services, professional services, entertainment and sports, contractors, vehicle sales, rental, and repairs, convenience stores and gas stations, and athletic clubs. No residential uses are allowed in the C-D Zone.
- Proposed: The proposed Mixed Use (M-U) Zone allows for residential uses such as townhomes, apartments, and condominiums but requires those residential developments to include commercial components on the ground floor. Other allowed uses include hotels, transportation services, department stores, restaurants, grocery stores, funeral homes, assisted living facilities, beauty salons, personal services, business services, professional services, entertainment and sports, contractors, manufacturing, and wholesale trade (both with restrictions). No auto-oriented businesses and services (e.g. vehicle sales, rental, or repair) are allowed in the Mixed Use Zone.

Regulations

The regulations for setbacks, height, parking, buffering and other considerations are distinct between the existing C-D and proposed M-U zones. A brief summary

of some of the more directly comparable requirements is contained in the table below.

	C-D Zone (existing)	M-U Zone (proposed)
Height of Structures	35' max if located within 100' of residential zoning. 1' of additional height per 4' of additional setback from residential zoning	50' max if located within 100' of residential zoning. 1' of additional height per 1' of additional setback from residential zoning.
Landscaping and Buffer Requirements	10' along all frontages 10% min coverage 10' buffer required adjacent to residential 5' buffer where parking abuts property line.	Building setbacks from frontages must be landscaped (where allowed) 15% min coverage (required as open space, to include amenities) 10' buffer required adjacent to residential 10' buffer where parking abuts property line.
Parking	Retail – 1 per 200 sf net Medical/Dental Office – 1 per 200 sf net General Office – 4 per 1,000 sf net Special Requirements: none	Retail – 1 per 265 sf net Medical/Dental Office – 1 per 265 sf net General Office – 3 per 1,000 sf net Special Requirements: Buildings exceeding 4 stories in height must provide 75% of the parking within the exterior walls or within a structure (podium).
Building Setbacks	20' front setback from property line.	Between 15' and 25' from the back of curb (effectively between 0' and 10' from property line). Greater setbacks are allowed for courtyards or plazas.
Public Improvements	Standard (typically 5' sidewalk, 5' park strips)	7' sidewalks, 8' park strips or 15' paved sidewalks with tree wells. Street trees and street furniture (benches, bicycle racks) are required.

Regulations in the M-U Zone are intended to foster an active street frontage and encourage more pedestrian activity. For example, the M-U Zone prohibits the outdoor parking of large commercial vehicles and other equipment. The M-U Zone also requires ground floor windows with clear glass on building facades along street frontages, and includes language prohibiting blank walls and requiring entries along street frontages as well.

General Plan & Future Land Use Designations

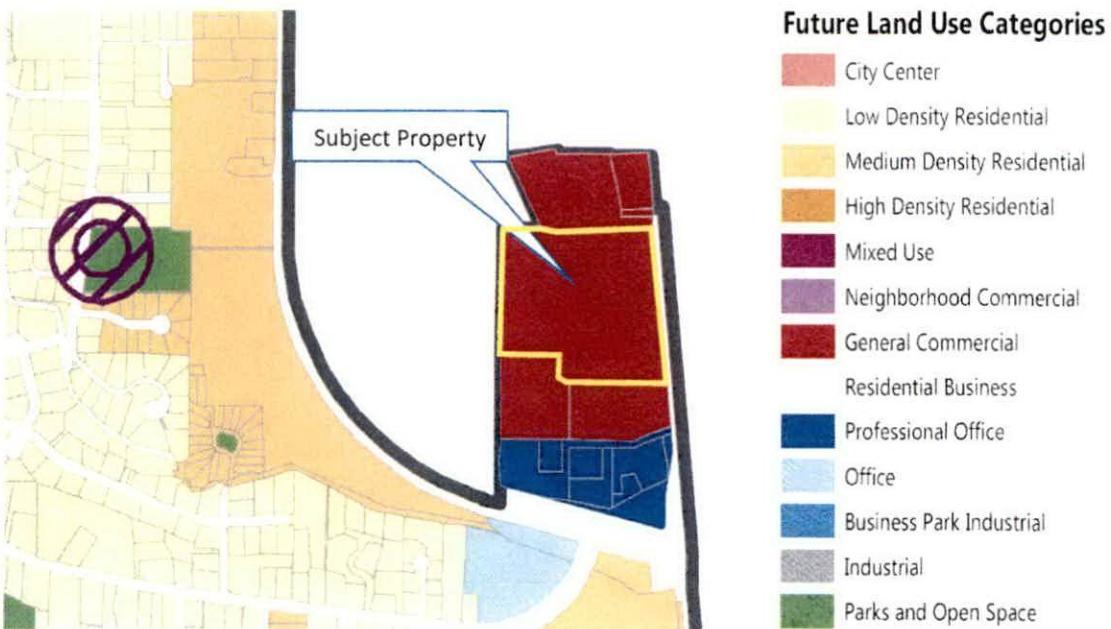
Map 5.7 of the Murray City General Plan (the Future Land Use Map) identifies future land use designations for all properties in Murray City. The designation of a property is tied to corresponding purpose statements and zones. These "Future Land Use Designations" are intended to help guide decisions about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

- Existing: The subject property is currently designated as "General Commercial". No dwelling units of any kind are contemplated by this designation. The General Commercial designation is intended primarily for larger retail destinations and shopping centers. The only corresponding zoning designation identified for General Commercial is the C-D, Commercial Development Zone. The General Plan's description recognizes the shift in these types of "retail destinations" in spite of the limited corresponding zoning designation, and states: High density, multi-family residential complexes will only be considered as part of a larger master-planned mixed-use development." While the corresponding C-D Zone does not currently support mixed-use developments, these statements lend support to the proposed amendment.
- Proposed: The applicants have proposed amending the Future Land Use Map designation of the property to "Mixed Use". The Mixed Use designation is intended for city center and transit station areas and along centers and corridors. Both residential and commercial uses are contemplated in the same areas and/or on the same properties. The designation is also intended to allow high-density, multi-dwelling structures at an urban scale. Corresponding zoning designations include the M-U, Mixed Use Zone and the T-O-D, Transit Oriented Development Zone.

Compatibility

The Mixed Use designation is intended for areas near, in, and along centers and corridors, and near transit stations. While the subject property is not near a transit station, it is situated along a high volume corridor. The subject property's position adjacent to Ivy Place (offices and retail), across 900 East from a shopping center in Millcreek (Walmart), and near large, established residential areas in both Murray and Millcreek give it the potential to become part of a

“community center” as contemplated by the General Plan. Staff believes that the change to Mixed Use zoning would be critical for such a transition as described.



The Future Land Use Map was adopted as a part of the General Plan in May, 2017. During the past two years, many potential developers and industry professionals have indicated to City Staff that the site is not viable for redevelopment as “big box commercial”. Several chains of department stores and other big box commercial stores have been closing locations in recent years, as was the case for the subject property. While there are some opportunities to re-purpose these sites, newer development patterns have often included the introduction of higher-density housing along with commercial. In the 2017 General Plan, the Mixed Use designation was applied to properties near the TRAX and FrontRunner stations and in the central core of the City. The creation of community centers where services could be provided in more walkable, pedestrian-friendly environments on smaller scales and closer to largely residential areas of the city was contemplated by the General Plan. With the location along 900 East and over 10 acres in size, the subject property presents a unique opportunity for redevelopment as a mixed-use project. While the property is not near to the rail stations and high volume public transit opportunities, it is surrounded by a mix of retail, office, and residential uses, and is located along a high volume corridor (900 East).

Staff has determined that the request to amend both the Future Land Use Map and Zoning Map to Mixed Use is appropriate for the subject property because the development can provide more service-oriented commercial uses at smaller scales in closer proximity to 900 East that will not only benefit from high traffic volumes, but will also make those services available to existing and proposed residential development areas.

III. CITY DEPARTMENT REVIEW

A Planning Review Meeting was held on Monday, July 1, 2019 where the proposed amendments were considered by City Staff from various departments.

- The City Engineering Division expressed concern that the M-U Zone will allow densities that are too high and parking requirements that are too low for the area.

Other departments had no comments or concerns.

IV. PUBLIC INPUT

As of the date of this report, Staff has received several phone calls from neighboring property owners. Callers have had questions about potential development and what it might include.

V. ANALYSIS & CONCLUSIONS

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

The subject property has the potential to better serve the purposes of the General Plan and become a more integrated part of the larger community if redevelopment occurs under the regulations of the proposed M-U Zone. Staff recommends that there is a need for the proposed change of zoning.

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

M-U zoning would allow higher density housing on the site as well as commercial uses that would be expected in this corridor. A multi-family residential component has the potential to be of a significantly higher density than the majority of the existing residential in the area, but that difference in density could serve as a transition from the 900 East corridor and the commercial uses that would be developed along it to the less dense, single-family development to the west of the subject property.

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

Utilities are available in the area, and a mix of uses has been served by them in the past. Providers have indicated an availability of services generally. An expected increase in traffic volumes would require traffic studies for specific development proposals.

VI. 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.

VII. STAFF RECOMMENDATION

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

REQUEST TO AMEND THE MURRAY CITY GENERAL PLAN

Based on the background, analysis, and the findings in this report, Staff recommends that the Planning Commission forward a recommendation of 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.

REQUEST TO AMEND THE MURRAY CITY ZONING MAP

Based on the background, analysis, and the findings within this report, Staff recommends that the Planning Commission forward a recommendation of 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.

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

Site Information



4670 South 900 East





MURRAY CITY CORPORATION

Community &
Economic Development

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

July 5, 2019

NOTICE OF PUBLIC MEETING

This notice is to inform you of a Planning Commission meeting scheduled for Thursday, July 18, 2019 at 6:30 p.m., in the Murray City Municipal Council Chambers, located at 5025 S. State Street.

Representatives of Kimball Associates are requesting a General Plan Amendment to change the Future Land Use Map designation from General Commercial to Mixed Use, and a Zone Map Amendment from C-D (Commercial Development) to M-U (Mixed Use) for the property located at 4670 South 900 East. Please see the attached map segments.

This notice is being sent to you because you own property within the near vicinity. If you have questions or comments concerning this proposal, please call Jared Hall, with the Murray City Community Development Division at 801-270-2420, or e-mail to jhall@murray.utah.gov.

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

4670 South 900 East

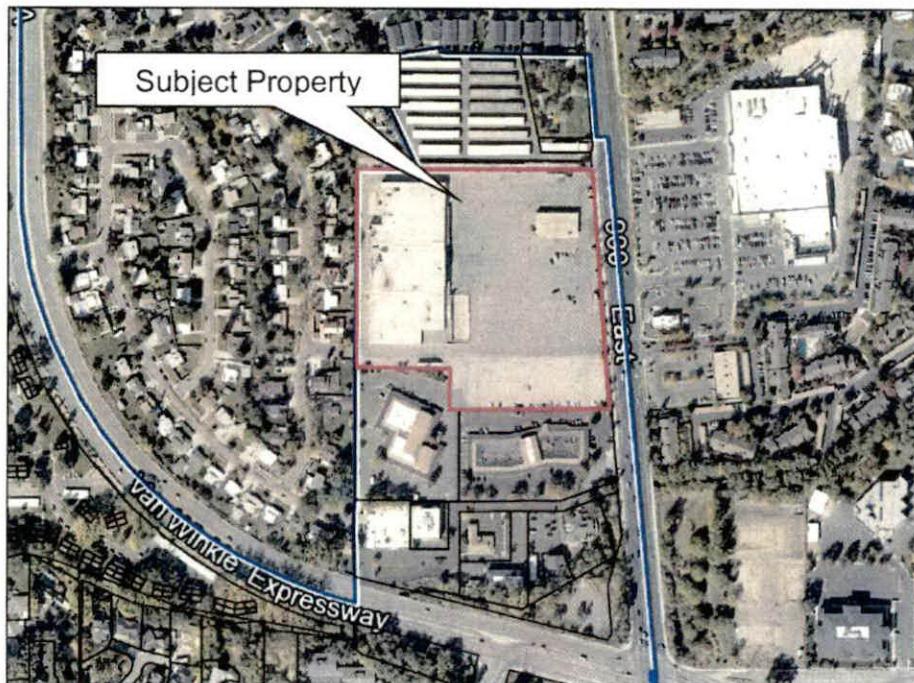




Figure 1: Zoning Map Segment

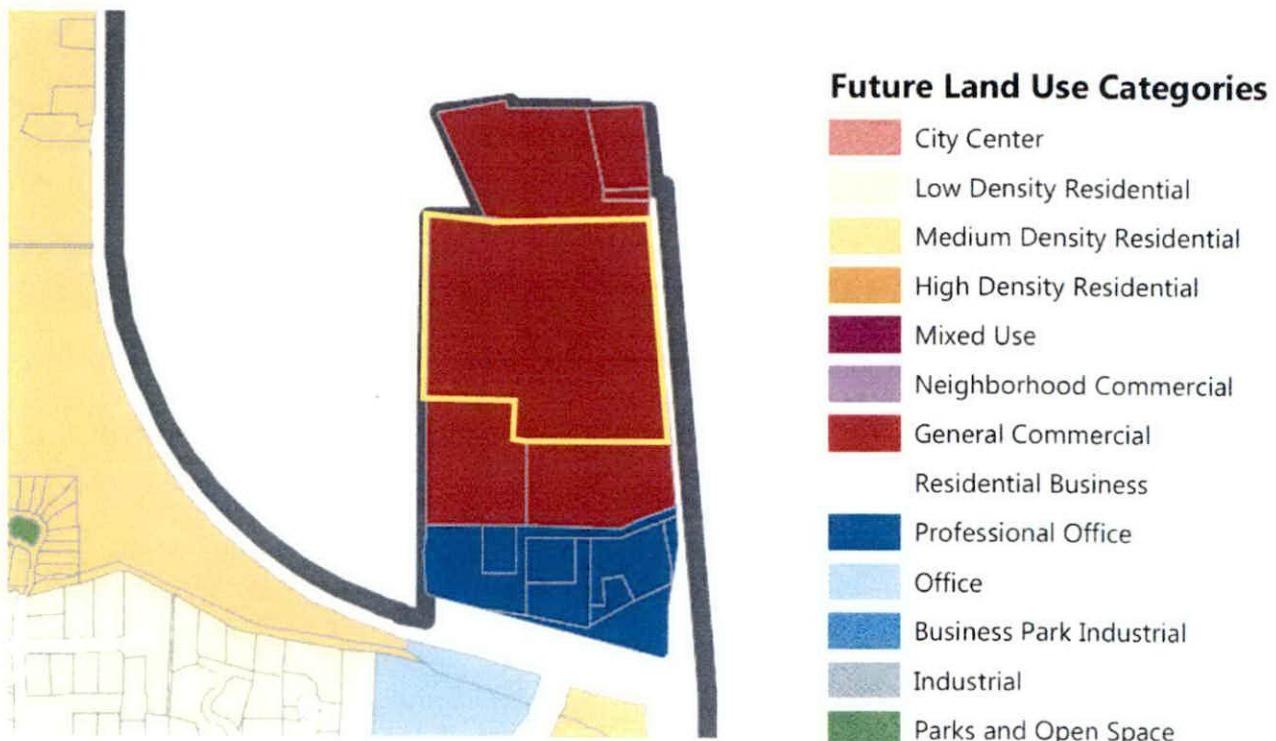


Figure 2: General Plan Segment

FILE COPY Kimball

MURRAY CITY CORPORATION
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 18th day of July, 2019, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Planning Commission will hold and conduct a Public Hearing for the purpose of receiving public comment on and pertaining to General Plan Amendment from General Commercial to Mixed Use and a Zone Map Amendment from C-D (Commercial Development) Zone to M-U (Mixed Use) Zone for the property located at approximately: 4670 South 900 East, Murray City, Salt Lake County, State of Utah.

Jared Hall, Supervisor
Community & Economic Development

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

Deseret News

Utah
Media
Group

The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

MURRAY CITY RECORDER,

5025 S STATE, ROOM 113

MURRAY, UT 84107

ACCOUNT NUMBER

9001341938

DATE

7/8/2019

ACCOUNT NAME

MURRAY CITY RECORDER,

TELEPHONE

8012642660

ORDER # / INVOICE NUMBER

0001260178 /

PUBLICATION SCHEDULE

START 07/07/2019 END 07/07/2019

CUSTOMER REFERENCE NUMBER

Kimball Assoc G P & Zone Map

CAPTION

MURRAY CITY CORPORATION NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN

SIZE

34 LINES 1 COLUMN(S)

TIMES

TOTAL COST

3

62.12

MURRAY CITY
CORPORATION
NOTICE OF
PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 18th day of July, 2019, at the hour of 6:30 p.m. of said day in the Council Chamber of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Planning Commission will hold and conduct a Public Hearing for the purpose of receiving public comment on and pertaining to General Plan Amendment from General Commercial to Mixed Use and a Zone Map Amendment from C-D (Commercial Development Zone to M-U (Mixed Use) Zone for the property located at approximately 4570 South, 900 East, Murray City, Salt Lake County, State of Utah.

Jared Hall, Supervisor
Community & Economic Development
1260178 UPAXLP

Kimball - G.P. +
zone change

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **MURRAY CITY CORPORATION NOTICE OF PUBLIC HEARING NOTICE IS HEREBY GIVEN** that on the 18th day of July, 2019, at the hour of 6:30 p.m. of said day in the Council FOR MURRAY CITY RECORDER, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 07/07/2019 End 07/07/2019

DATE 7/8/2019

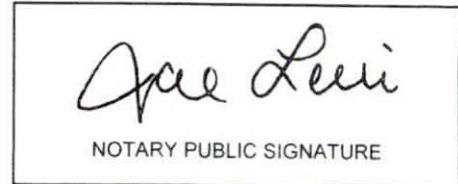
SIGNATURE 

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 7TH DAY OF JULY IN THE YEAR 2019

BY LORAINNE GUDMUNDSON.



Application Materials

GENERAL PLAN AMENDMENT APPLICATION

Type of Application (check all that apply):

Text Amendment

Map Amendment

Project # 19-086

Subject Property Address: 4670 4660 South 900 East

Parcel Identification (Sidwell) Number: 22-05-376-006

Parcel Area: 10.52 acres Current Use: former Kmart Center - vacant

Land Use Designation: _____ Proposed Designation: Mixed Use

Applicant Name: Ryan Kimball

Mailing Address: 1000 S. Main St., Ste 104

City, State, ZIP: SLC, UT 84101

Daytime Phone #: 801-916-5300 Fax #: 801-355-4308

Email Address: ryan@kimballinvestment.com

Business Name (If applicable): Kimball Investment

Property Owner=s Name (If different): J & W Murray, LLC

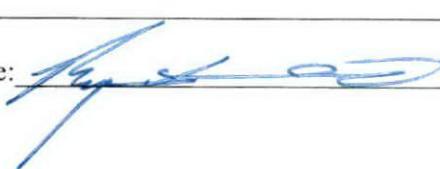
Property Owner=s Mailing Address: 505 Park Avenue, Suite 302

City, State, Zip: New York, NY 10022

Daytime Phone #: _____ Fax #: _____ Email: _____

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

Requesting that this Property have the option of either the existing zone or the Mixed Use Zone

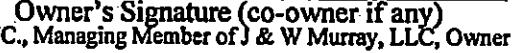
Authorized Signature:  Date: 6/25/19

Property Owners Affidavit

Project # _____

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


Owner's Signature

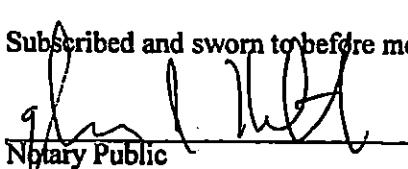

Owner's Signature (co-owner if any)
Marilyn Joy Samuels, President of JWMU, INC., Managing Member of J & W Murray, LLC, Owner

State of Utah New York

§

County of Salt Lake New York

Subscribed and sworn to before me this 24th day of June, 2019.


Notary Public

GLENN S. HOWARTH

NOTARY PUBLIC - STATE OF NEW YORK

No. 02H049866670

Qualified in New York County

My Commission Expires May 14, 2023

Residing in New York

My commission expires: 5/14/2023

Agent Authorization

I (we), J & W Murray, LLC, the owner(s) of the real property located at

4660 South 900 East, in Murray City, Utah, do hereby appoint

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

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

Owner's Signature

Owner's Signature (co-owner if any)

State of Utah

§

County of Salt Lake

On the _____ day of _____, 20 _____, personally appeared

before me _____ the signer(s) of the above *Agent*

Authorization who duly acknowledge to me that they executed the same.

Notary public

Residing in: _____
My commission expires: _____

PARCEL 1

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING
THENCE NORTH THE POINT OF BEGINNING.

PARCEL 1A

TOGETHER WITH A PERPETUAL EASEMENT OF RIGHT OF WAY FOR EGRESS FOR
VEHICULAR AND PEDESTRIAN TRAFFIC ON, OVER AND ACROSS THE FOLLOWING
DESCRIBED PROPERTY, AS DISCLOSED BY WARRANTY DEED RECORDED MAY 27, 1966,
AS ENTRY NO. 2157566 IN BOOK 2463 AT PAGE 59 OF THE OFFICIAL RECORDS, TO-WIT:

OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT
LAKE BASE AND MERIDIAN; AND RUNNING THENCE

THENCE SOUTH 89°49'40" WEST 30.00 FEET TO THE POINT OF BEGINNING.

ZONING AMENDMENT APPLICATION

Type of Application (check all that apply):

Project # 19-0817

Zoning Map Amendment
 Text Amendment
 Complies with General Plan
 Yes No

Subject Property Address: 4670 4660 South 900 East

Parcel Identification (Sidwell) Number: 22-05-376-006

Parcel Area: 10.52 Current Use: former Kmart Center - vacant

Existing Zone: _____ Proposed Zone: M-U

Applicant
Name: Ryan Kimball

Mailing Address: 1000 S. Main St., Ste 104

City, State, ZIP: SLC, UT 84101

Daytime Phone #: 801-916-5300 Fax #: 801-355-4308

Email address: ryan@kimballinvestment.com

Business or Project Name: Kimball Investment

Property Owner's Name (If different): J & W Murray, LLC

Property Owner's Mailing Address: 505 Park Avenue, Suite 302

City, State, Zip: New York, NY 10022

Daytime Phone #: _____ Fax #: _____ Email: _____

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

Change the zoning from C-D to M-U.

Authorized Signature:  Date: 6/25/19

Property Owners Affidavit

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



Owner's Signature

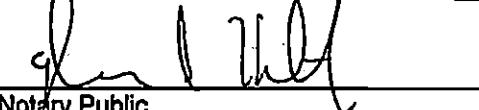
Marilyn Joy Samuels, President of JWMU, INC., Managing Member of J & W Murray, LLC, Owner

State of Utah New York

Co-Owner's Signature (if any)

County of Salt Lake New York

Subscribed and sworn to before me this 24th day of June, 20 19.



Notary Public

Residing in New York, New York

My commission expires: 5/14/2023

NOTARY PUBLIC - STATE OF NEW YORK

No. 02HO4966670

Agent Authorization

Qualified in New York County

I (We), My Commission Expires May 14, 2023, the owner(s) of the real property located at

4660 South 900 East, in Murray City, Utah, do hereby appoint

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

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

Owner's Signature

Co-Owner's Signature (if any)

State of Utah

\$

County of Salt Lake

On the _____ day of _____, 20 _____, personally appeared before me

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

Notary Public

Residing in _____

My commission expires: _____

PARCEL 1

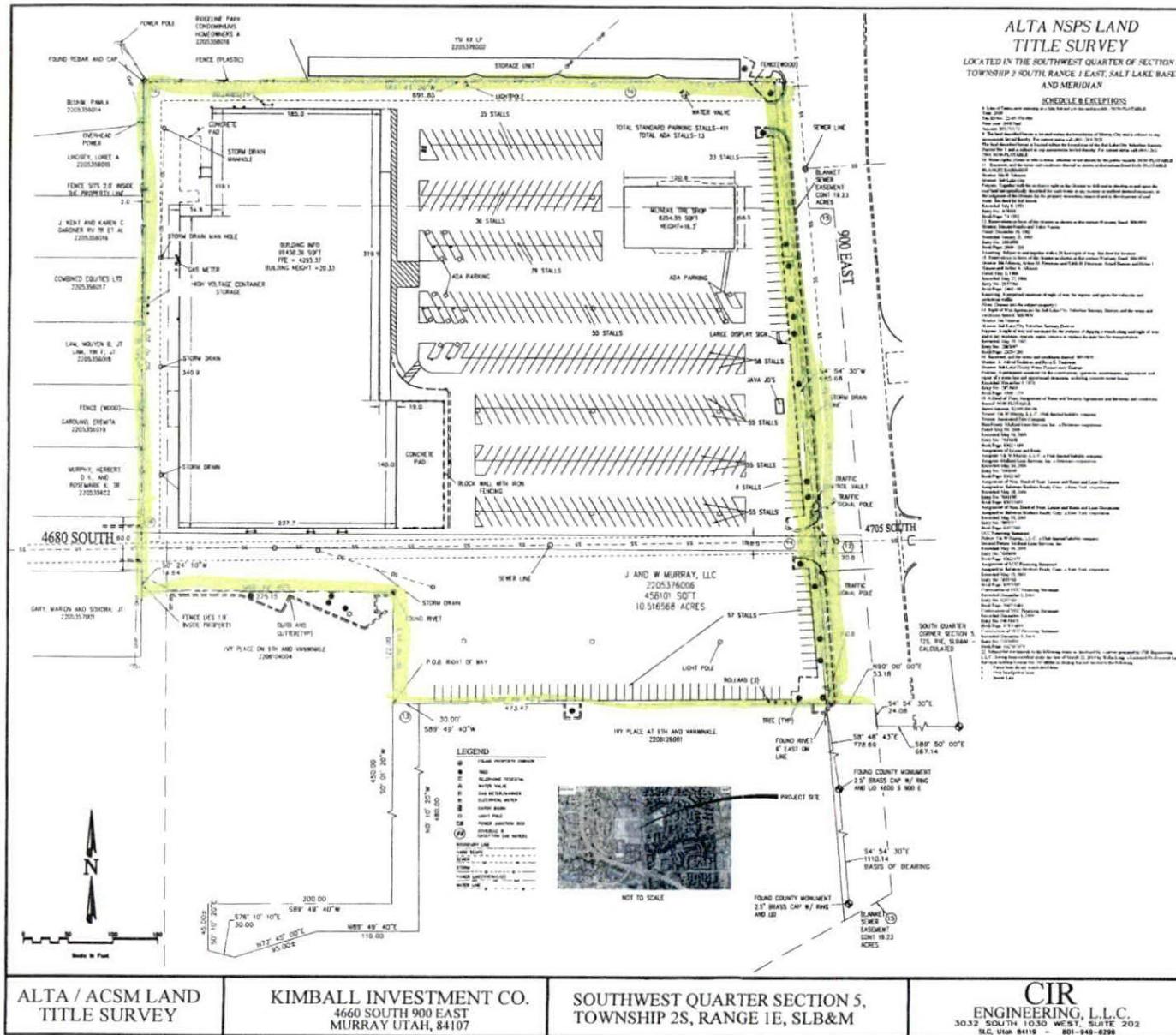
FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5,
TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING
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THENCE SOUTH 89°49'40" WEST 30.00 FEET TO THE POINT OF BEGINNING.



ALTA / ACSM LAND
TITLE SURVEY

KIMBALL INVESTMENT CO.
4660 SOUTH 900 EAST
MURRAY UTAH, 84107

SOUTHWEST QUARTER SECTION 5,
TOWNSHIP 2S, RANGE 1E, SLB&M

CIR
ENGINEERING, L.L.C.
3032 SOUTH 1030 WEST, SUITE 1
PROVO, UTAH 84606-6010

Record

REY 1

SCALE 1" = 50'

ALTA

ALTA

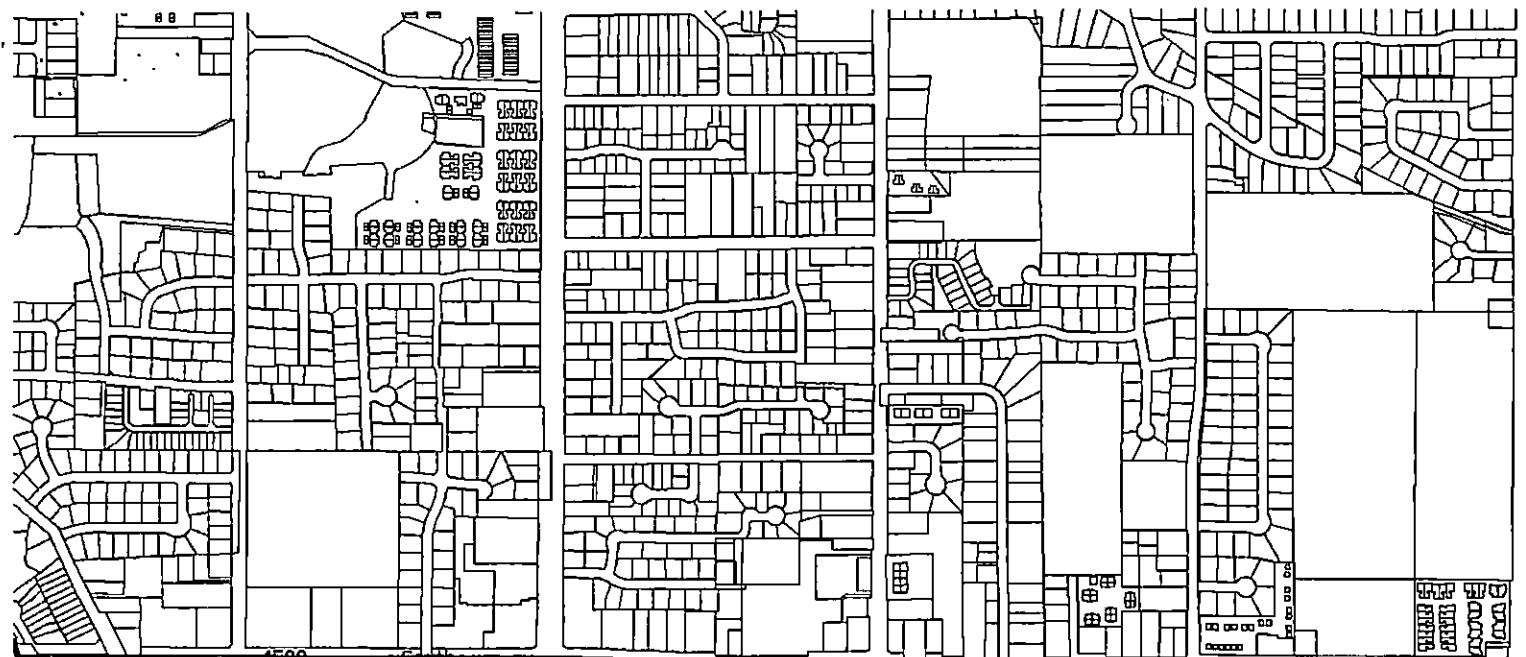
Kimball Investment P/C 7/18/19 Project #19-086 & 19-087 Gen Plan Amend & Zone Map 500' radius w/affected entities	KEVIN NAGLE & JAMIE NAGLE 918 E SAGE PARK LN SALT LAKE CITY UT 84117	BAAK, ARDATH L 4620 S ZENIA MEADOWS CT MURRAY UT 84107
ALVA, JORGE J & SUSAN M; TRS 753 E TINA WY MURRAY UT 84107	AYALA, DAVID & KATHLEEN; JT 739 E TINA WY MURRAY UT 84107	BINGHAM, JONI D 4665 S GREENVALLEY DR MURRAY UT 84107
BEAM, BRUCE F. & CAROL H. 4697 S NAMBA WY MURRAY UT 84107	BENNETT, ROBERT A 4700 S NAMBA WY MURRAY UT 84107	BROWN, DAVID S & VALERIE J; JT 4623 S NAMBA WY MURRAY UT 84107
BLUHM, PAMALA 4641 S NAMBA WY MURRAY UT 84107	BOLDT, WOLFGANG W; TR (WWBFT) 3103 S 1935 E SALT LAKE CITY UT 84106	CHRISTENSEN, BONNIE R 811 E GREENVALLEY DR MURRAY UT 84107
SJC MANAGEMENT LLC 4646 S TINA WY MURRAY UT 84107	TU, ZHENG & MUIR, STEVEN D 4620 S NAMBA WY MURRAY UT 84107	COLTON, SCOTT B & JANA M; JT 4615 S GREENVALLEY DR MURRAY UT 84107
CHURCH PROPERTIES, LLC 7433 S 3500 E COTTONWOOD HTS UT 84121 ** returned in mail**	CLEMENTS, WILLIAM III & JUELENE M 4637 S NAMBA WY MURRAY UT 84107	DIPO, FRED W & BUTLER, ELIZABETH A 4665 S TINA WY MURRAY UT 84107
DAIN, NANCY A 918 E 4580 S SALT LAKE CITY UT 84117 ** returned in mail**	DAY, DONNA 989 JADE ST MESQUITE NV 89027 ** returned in mail**	ENGLUND, ROGER L & KATHLEEN P (JT) 4666 S NAMBA WY MURRAY UT 84107
DORRELL, LYNDA; TR 4617 S NAMBA WY MURRAY UT 84107	DUFFIN, ANNE; TR (AD TR) 4668 S TINA WY MURRAY UT 84107	FARR, PATRICIA A; TR (A&PF TRUST) 4693 S TINA WY MURRAY UT 84107
FAGRE, BENJAMIN T & WENDY C; JT 4705 S GREENVALLEY DR MURRAY UT 84107	FALO, LELE 4700 S GREENVALLEY DR MURRAY UT 84107	FLORES, RICARDO A & MARY; JT 4646 S ZENIA MEADOWS CT MURRAY UT 84107
FEI, DAVID & (L&FFT) 4628 S ZENIA MEADOWS CT MURRAY UT 84107	LEE, LI M; TR FELIX, JOHN K & 4610 S NAMBA WY MURRAY UT 84107	JULIE H; JT GARDUNO, EREMITA 4669 S NAMBA WY MURRAY UT 84107

PROPERTY SELLER SOLUTIONS LLC 4662 S TINA WY MURRAY UT 84107	GARDNER, J. KENT & KAREN G. 4651 S NAMBA WY MURRAY UT 84107	HAWS, BRYAN R & STACY L; JT 4706 S GREENVALLEY DR MURRAY UT 84107
GARY, MARION & SONDRAG; JT 4687 S NAMBA WY MURRAY UT 84107	HALVERSON, BLAKE R & SHERRI J; JT 4663 S NAMBA WY MURRAY UT 84107 **returned in mail**	HERZOG, PENELOPE A & DUSTMAN, SHANE S; JT 4680 S NAMBA WY MURRAY UT 84107
HAWTHORNE, CHRISTINE 4659 S TINA WY MURRAY UT 84107	HENDRY, GILMER L & CATHY L; TC 4616 S NAMBA WY MURRAY UT 84107	HOYT, RICHARD V & DEBORAH B 814 E GREENVALLEY DR MURRAY UT 84107
HIBBARD, ROBERT J; TR (RJMI TR) 555 E RAMONA AVE SALT LAKE CITY UT 84105	ZHUANG, WEI 4633 S TINA WY MURRAY UT 84107	J & W MURRAY, LLC 3333 BEVERLY RD HOFFMAN ESTATES IL 60179
IRAVANI, JUSTIN B 4632 S ZENIA MEADOWS CT MURRAY UT 84107	ITOKAZU, TOM H; TR (THI REV TR) 4708 S GREENVALLEY DR MURRAY UT 84107	JOHNSON, TREVOR & JENNIFER; JT 4627 S NAMBA WY MURRAY UT 84107
JENSEN, CRAIG & KAY; TC 928 E SAGE PARK LN SALT LAKE CITY UT 84117	JENSEN, JAMES B & CHRISTINA N; TC 11132 S PRESCOTT PARK CIR SANDY UT 84092	KLEYNBURG, BORIS & GALINA; JT 4623 S ZENIA MEADOWS CT MURRAY UT 84107 **returned in mail**
KIERSTEAD, JUSTIN M 4692 S GREENVALLEY DR MURRAY UT 84107	KIM, DEA HYUN & JI, YOUNG S K; JT 4639 S ZENIA MEADOWS CT MURRAY UT 84107	LINDSEY, LOREE A 4645 S NAMBA WY MURRAY UT 84107 ** returned in mail**
LANCASTER, DAN 4656 S TINA WY MURRAY UT 84107	LINDGAARD, PER B 4651 S GREENVALLEY DR MURRAY UT 84107	MATSUURA, GARY; TR (G&JM TRUST) 4711 S GREENVALLEY DR MURRAY UT 84107
MADSEN, SYANNA T & THOMAS; JT 4687 S TINA WY MURRAY UT 84107	MANSFIELD, KELLY J & CHRISTIAN J; TC 4626 S NAMBA WY MURRAY UT 84107	MAY, RICHARD D & JOAN M (JT) 4671 S TINA WY MURRAY UT 84107
MATSUURA, KENNETH Y & RENEE R 4679 S GREENVALLEY DR MURRAY UT 84107	MATSUURA, MICHELLE S 4633 S ZENIA MEADOWS CT MURRAY UT 84107	MEYER, KENNETH C 4682 S GREENVALLEY DR MURRAY UT 84107

MCCLURE, SKYLER Y 798 E GREENVALLEY DR MURRAY UT 84107 **returned in mail**	MESLIK, PETER W & VICKI 4654 S NAMBA WY MURRAY UT 84107	MUNOZ, OSCAR & LAURSEN, KARLY; JT 740 E GREENVALLEY DR MURRAY UT 84107
MORGAN, RITA L; TR 4906 S YORKTOWN DR HOLLADAY UT 84117	MORTENSEN, ROBERT L; TR 4699 S GREENVALLEY DR MURRAY UT 84107	NESTER, JUDY 4661 S GREENVALLEY DR MURRAY UT 84107
MURPHY, HERBERT D II., & ROSEMARIE 809 E 4680 S MURRAY UT 84107	MURPHY, PENNY L 4638 S NAMBA WY MURRAY UT 84107	PARK, SANDRA SUNG EUN 922 E SAGE PARK LN SALT LAKE CITY UT 84117
OLSEN, CLAIRE; TR (CO TRUST) 4658 S NAMBA WY MURRAY UT 84107	PAPPAS, GREGORY 4631 S NAMBA WY MURRAY UT 84107	PICKETT, KATHY J 4629 S ZENIA MEADOWS CT MURRAY UT 84107
PEERY, ROARK & 4644 S NAMBA WY MURRAY UT 84107	PEREZ, EDDIE & 4653 S TINA WY MURRAY UT 84107	JUDY; TC 4621 S GREENVALLEY DR MURRAY UT 84107
PLAIN, LEAWORTH L & LAURA J; JT 4645 S GREENVALLEY DR MURRAY UT 84107	PORTER, MATTHEW 4689 S GREENVALLEY DR MURRAY UT 84107	RILEY, RUTH J 1924 E SEVERN DR HOLLADAY UT 84124
RADDON, RAYMOND F & MICKI L & RICK R; JT 4643 S TINA WY MURRAY UT 84107	RHEA, TANYA E 4681 S TINA WY MURRAY UT 84107	SHAFFER, SPENCER & HAILEY; JT 801 E GREENVALLEY DR MURRAY UT 84107 **returned in mail**
ROBERTS, WENDY; TR 1759 GRANDVIEW DR FARMINGTON UT 84025	ROBINSON, LENNIE W 924 E SAGE PARK LN SALT LAKE CITY UT 84117	SOWEIDAN, GHASSAN A 4703 S NAMBA WY MURRAY UT 84107
SIGLER, MIKE 1133 W 3200 N LEHI UT 84043	SMITH, DON M & KAY S; TRS 4675 S TINA WY MURRAY UT 84107	TAGHIPOUR, DONYA 4642 S ZENIA MEADOWS CT SALT LAKE CITY UT 84107
STRASSER, JOHN C; ET AL 3655 S 2210 E SALT LAKE CITY UT 84109	STROMNESS, GRANT H & CAROLYN; TC 4638 S TINA WY MURRAY UT 84107	TRAN, AN PO BOX 57604 MURRAY UT 84157

THOMAS, ROGER D: 4688 S GREENVALLEY DR MURRAY UT 84107	TOMITA, AMY F; TR 4624 S ZENIA MEADOWS CT MURRAY UT 84107	WATSON, KRISTOPHER M & RACHEL S 4637 S GREENVALLEY DR MURRAY UT 84107
TRYON, GLEN L & LEE A 4671 S GREENVALLEY DR MURRAY UT 84107	URRY, CLAYTON K 750 E GREENVALLEY DR MURRAY UT 84107	WRIGHT, JOHN J 801 E SILVER SAGE DR SANDY UT 84094
WEAVER, AYSHA 4672 S NAMBA WY MURRAY UT 84107	VALENTINA BELL 926 E SAGE PARK LN SALT LAKE CITY UT 84117	CWC COTTONWOOD H LLC; ET AL 433 E LAS COLINAS BLVD IRVING TX 75039
BROWNSTONE INVESTMENT GROUP 3434 E BENGAL BLVD # 220 COTTONWOOD HTS UT 84121 ** returned in mail**	COMBINED EQUITIES LTD 1373 SKYLINE DR BOUNTIFUL UT 84010	HILLTOP PARK CONDOMINIUM PHASE 1 AND 2 HOMEOWNERS ASSOCIATION 919 E SAGE PARK LN SALT LAKE CITY UT 84117
ELDRIDGE LAND CO 4750 S 900 E SALT LAKE CITY UT 84117	ERESUMA FAMILY LIMITED PARTNERSHIP 1561 E BLUEBERRY HILL SANDY UT 84093	NEDA LLC; ET AL 1525 MONTEREY DR GLENVIEW IL 60026
IVY PLACE AT 9 TH & VAN WINKLE 2020 E 3300 S # 26 SALT LAKE CITY UT 84109	QUAIL VILLAGE LLC 215 S STATE ST # 380 SALT LAKE CITY UT 84111	SALT LAKE CITY PO BOX 145460 SALT LAKE CITY UT 84114
QUAIL VILLAGE LLC 560 S 300 E SALT LAKE CITY UT 84111 ** returned in mail**	RIDGELINE PARK CONDOMINIUMS HOMEOWNERS ASSOCIATION INC 4616 S ZENIA MEADOWS CT MURRAY UT 84107	VILLAGES AT MILL CREEK OWNERS ASSOCIATION INC 262 E 3900 S # 200 MURRAY UT 84107
RESTORE UTAH LLC 1600 S STATE ST SALT LAKE CITY UT 84115	SPRING RUN INVESTMENT LLC 6330 S 3000 E # 250 COTTONWOOD HTS UT 84121 ** returned in mail**	YSI XX LP PO BOX 320099 ALEXANDRIA VA 22320
WAL-MART REAL ESTATE BUSINESS TRUST PO BOX 8050 BENTONVILLE AR 72716		UDOT - REGION 2 ATTN: MARK VELASQUEZ 2010 S 2760 W SLC UT 84104
UTAH TRANSIT AUTHORITY ATTN: PLANNING DEPT PO BOX 30810 SLC UT 84130-0810	TAYLORSVILLE CITY PLANNING & ZONING DEPT 2600 W TAYLORSVILLE BLVD TAYLORSVILLE UT 84118	WEST JORDAN CITY PLANNING DIVISION 8000 S 1700 W WEST JORDAN UT 84088

CHAMBER OF COMMERCE ATTN: STEPHANIE WRIGHT 5250 S COMMERCE DR #180 MURRAY UT 84107	MURRAY SCHOOL DIST ATTN: ROCK BOYER 5102 S Commerce Drive MURRAY UT 84107	MIDVALE CITY PLANNING DEPT 7505 S HOLDEN STREET MIDVALE UT 84047
SALT LAKE COUNTY PLANNING DEPT 2001 S STATE ST SLC UT 84190	GRANITE SCHOOL DIST ATTN: KIETH BRADSHAW 2500 S STATE ST SALT LAKE CITY UT 84115	UTAH POWER & LIGHT ATTN: KIM FELICE 12840 PONY EXPRESS ROAD DRAPER UT 84020
DOMINION ENERGY ATTN: BRAD HASTY P O BOX 45360 SLC UT 84145-0360	COTTONWOOD IMPRVMT ATTN: LONN RASMUSSEN 8620 S HIGHLAND DR SANDY UT 84093	JORDAN VALLEY WATER ATTN: LORI FOX 8215 S 1300 W WEST JORDAN UT 84088
CENTRAL UTAH WATER DIST 1426 East 750 North, Suite 400, Orem, Utah 84097	HOLLADAY CITY PLANNING DEPT 4580 S 2300 E HOLLADAY UT84117	COTTONWOOD HEIGHTS CITY ATTN: PLANNING & ZONING 2277 E Bengal Blvd Cottonwood Heights, UT 84121
SANDY CITY PLANNING & ZONING 10000 CENTENNIAL PRKwy SANDY UT 84070	UTOPIA Attn: JAMIE BROTHERTON 5858 So 900 E MURRAY UT 84121	COMCAST ATTN: GREG MILLER 1350 MILLER AVE SLC UT 84106
MILLCREEK Attn: Planning & Zoning 3330 South 1300 East Millcreek, UT 84106	WASATCH FRONT REG CNCL PLANNING DEPT 41 North Rio Grande Str, Suite 103 SLC UT 84101	UTAH AGRC STATE OFFICE BLDG #5130 SLC UT 84114
OLYMPUS SEWER 3932 South 500 East Millcreek, UT 84107		



Zachary Smallwood

From: Silvia Catten <scatten@millcreek.us>
Sent: Wednesday, July 17, 2019 10:53 PM
To: Zachary Smallwood; Jared Hall
Subject: Considerations for Project #19-086

Follow Up Flag: Follow up
Flag Status: Completed

Dear Members of Murray Planning Commission,

I am writing to provide comments regarding the impending zone change for the old K-Mart property at 4670 South 900 East. I represent District 1 on the Millcreek City Council, which includes the residential neighborhood directly west of the property area.

I recognize that the property has been vacant for many months and I'm hoping that the proposed zone change can revitalize that area, not only for the aesthetic improvements, but to add to the unique community that exists near that part of Millcreek.

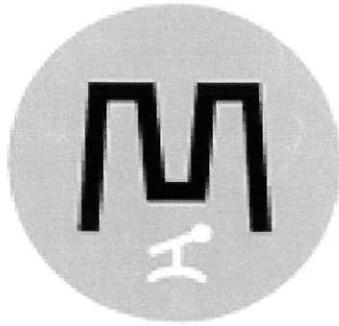
While I offer my support for development of the area, I would also request careful consideration of a few aspects of redevelopment that may affect the established residents. May the planning commission and decision-making bodies consider the following:

- Density. Please recognize that a development that could be put on that size of property could be vast, a preference is given to owner-occupied units with a reasonable number of units as it is next to single family residential streets.
- Height. It is my understanding that the height is unrestricted in the proposed zone. Given that the buildings that surround that area in all directions do not go beyond four stories, some of which are built at a lower level with lengthy setbacks from neighboring buildings, consider how a towering building might affect neighbors to the west and north of the property.
- Green/Open space. Open space can make a great aesthetic difference in a mixed-use development, especially with a higher density of residents. I encourage well-thought out use of open spaces and landscaping.
- Parking. Please assess the parking requirements carefully, as parking seems to have the potential to draw conflict in any neighborhood.
- Easement on south side of property. This thoroughfare is accessible from the traffic light on 900 East and is the length of the property from east to west, connecting 900 E to the neighborhoods west of the property. I'd strongly request that the neighbors that use the easement are included in the process to decide whether or not it should be kept open, given that it would increase traffic on their quiet streets.

I'm looking forward to what is in store for this development, as I hope it will add much to both Murray and Millcreek. Thank you,

Silvia Catten
Millcreek City Council - District 1
Office: 801.214.2701
millcreek.us





MURRAY
CITY COUNCIL

New Business Item #1



MURRAY

Council Action Request

Power Department

Red Mesa Solar Power Purchase Agreement & Resolution

Council Meeting

Meeting Date: August 27, 2019

Department	Purpose of Proposal
Director	To discuss and adopt the attached resolution and the Firm Power Supply Agreement.
Blaine Haacke	
Phone #	Action Requested
801-264-2715	To adopt a resolution Authorizing Power Agreement with NTUA and authorize Firm Power Agreement with UAMPS.
Presenters	Attachments
Blaine Haacke	Exhibit A-Firm Power Agreement. Exhibit B- Red Mesa Solar Transaction Schedule. Red Mesa Firm Power Supply Resolution.
Required Time for Presentation	Budget Impact
	25-year contract for 5 mw solar energy starting @ \$23.15/mwh escalating @ 2% yearly.
Is This Time Sensitive	Description of this Item
Yes	Power Department is purposing to enter into a long-term solar farm power source with the Navajo Tribal Utility Authority. The PPA would be through the UAMPS organization.
Mayor's Approval	
	
Date	
August 8, 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 TAPAHAN 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.

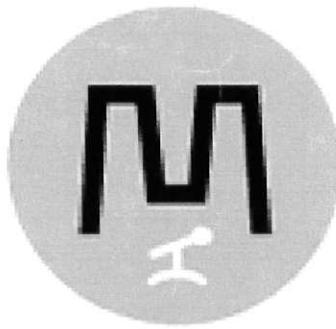
What is the term of the arrangement? The PPA between NTUA Generation and UAMPS provides for the delivery of solar energy for twenty-five years once the project comes online (June 2022).

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

New Business Item #2



MURRAY

Council Action Request

Community & Economic Development

Resolution to approve Interlocal Agreement/Brownfields Grant

Council Meeting

Meeting Date: August 27, 2019

Department Director Melinda Greenwood	Purpose of Proposal Consideration of a resolution in support of an Interlocal Cooperation Agreement for a Brownfields Assessment Grant
Phone # 801-270-2428	Action Requested Consideration of resolution
Presenters Melinda Greenwood Jim McNulty	Attachments Resolution and Interlocal Cooperation Agreement
Required Time for Presentation	Budget Impact No budget impact.
Is This Time Sensitive Yes	Description of this Item This item has been during Committee of the Whole meetings on November 6, 2018 and August 6, 2019. 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.
Mayor's Approval 	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.
Date August 13, 2019	

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”.

R E C I T A L S:

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.

A G R E E M E N T:

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

Murray City Corporation

Susan Nixon
4646 South State Street
Murray City, Utah 84123

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

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

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

SALT LAKE CITY CORPORATION:

By: _____

Name: _____

Its: _____

Dated: _____, 2019

Approved as to Form:

SALT LAKE CITY SENIOR ATTORNEY:

By _____
Senior City Attorney

Dated: _____, 2019

MURRAY CITY CORPORATION:

By: _____

Name: _____

Its: _____

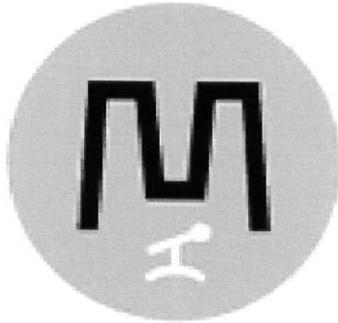
Dated: _____, 2019

Approved as to Form and Legality:

MURRAY CITY ATTORNEY:

By _____
Attorney

Dated: _____, 2019



MURRAY
CITY COUNCIL

New Business Item #3



MURRAY

Murray City Council

Proposed Revisions to the Rules of the Murray City Council.

Council Action Request

Council Meeting – August 27, 2019

Department Director Janet M. Lopez Phone #801-264-2622	Purpose of Proposal <ul style="list-style-type: none">Revision to the Rules of the Murray City Council Action Requested <ul style="list-style-type: none">Consider approval of revisions to the Rules of the Murray City Council. Attachments <ul style="list-style-type: none">Proposed revisions to the Rules. Budget Impact <ul style="list-style-type: none">None Description of this item Please note the following proposed revisions: <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
Required Time for Presentation 10 minutes	
Is This Time Sensitive	
Approval: August 16, 2019	

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. Amended August 27, 2019.

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~~

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vacancy announcement.

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

1. Approval of Minutes

J. 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.

K. 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,

L. 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.

M. 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.

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- e. Not restate points made by other speakers.
- 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

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appropriation of funds.

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

1. 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.

2. 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.

3. 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.

4. 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.

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¶ 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 Council 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 Defined

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, gender or gender identity. 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. Harassment can also include any of the above stated behaviors when it occurs at City sponsored social events and activities. Councilmembers are strongly urged to report all incidents of harassment.

¶ Sexual Harassment

Sexual harassment is a form of unlawful discrimination. The City Council expressly prohibits all sexual advances, requests for sexual favors and verbal or physical conduct of a sexual nature which:

are explicitly or implicitly made a term or condition of employment,

affect employment decisions on the basis of the submission to or rejection of such conduct,

or create an intimidating, hostile or offensive work environment, or

create an environment or climate which leads to extreme personal discomfort and/or loss of work efficiency because of language or conduct which is sexual in reference or character.

¶ Reporting Discrimination or Harassment

If the incident involves a City Councilmember, the incident should be reported as soon as possible to the Council Chair, City Council Executive Director, or City Attorney. A qualified

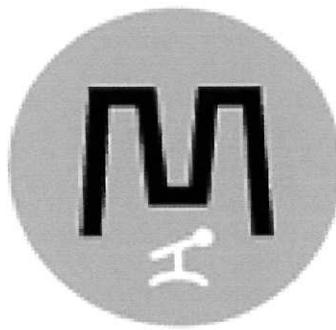
expert may assist the City Council to investigate the incident and advise the Council on a response to the complaint.

All complaints will be investigated promptly. Upon receiving a complaint, an investigation shall be initiated within 24 hours, or by the end of the next business day.

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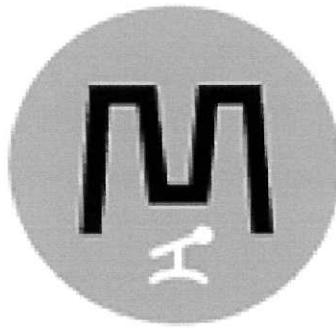
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MURRAY
CITY COUNCIL

Mayor's Report And Questions



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Adjournment