

**MURRAY**  
CITY COUNCIL

# Council Meeting October 15, 2019



# Murray City Municipal Council

## Notice of Meeting

October 15, 2019

Murray City Center

5025 South State Street, Murray, Utah 84107

### **Meeting Agenda**

**4:45 p.m.**      **Committee of the Whole** - Conference Room #107  
Dave Nicponski conducting.

### **Approval of Minutes**

1. Committee of the Whole – June 18, 2019
2. Committee of the Whole – July 16, 2019

### **Discussion Items**

1. Murray Park Pavilions and Parks and Recreation Master Plan – Kim Sorensen (15 minutes)
2. Noise Ordinance Amendment – Kim Sorensen (15 minutes)
3. Cost Sharing Agreement with Salt Lake County for the Swimming Pool – Doug Hill (10 minutes)

### **Announcements**

### **Adjournment**

**5:30 p.m.**      **Redevelopment Agency of Murray City** – Separate Agenda

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

**6:30 p.m.**      **Municipal Building Authority of Murray City** – Separate Agenda

**6:40 p.m.**      **Council Meeting** – Council Chambers  
Dale Cox conducting.

### **Opening Ceremonies**

Call to Order  
Pledge of Allegiance

### **Approval of Minutes**

Council Meeting – September 17, 2019

### **Special Recognition**

1. Murray City Council **Employee of the Month, Steve Kollman, Senior GIS Analyst**  
Robert White and Brett Hales presenting.

### **Citizen Comments**

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

### **Business Items**

1. Consider a resolution of the Municipal Council of Murray City, Utah authorizing and approving the execution and delivery of a Master Lease Agreement by and between the City and the Municipal Building Authority of Murray City, Utah (the "Authority"), and a Ground Lease Agreement; authorizing the issuance and sale by the Authority of its Lease Revenue Bonds, Series 2020, in an aggregate principal amount of not more than \$37,000,000 and related matters. Brenda Moore presenting.
2. Consider a resolution requesting the Recertification of the Murray City Municipal Justice Court. G.L. Critchfield presenting.
3. Consider adoption of the proposed revisions to Sections IV and VIII the Rules of the Murray City Municipal Council. Janet Lopez presenting.

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

### **Adjournment**

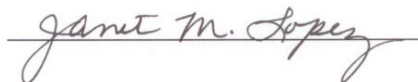
#### **NOTICE**

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

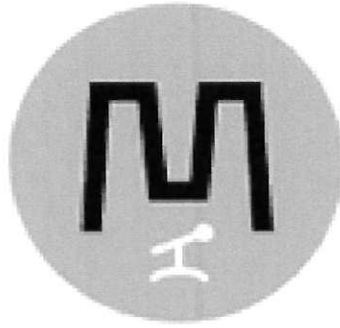
**SPECIAL ACCOMMODATIONS FOR THE HEARING OR VISUALLY IMPAIRED WILL BE MADE UPON A REQUEST TO THE OFFICE OF THE MURRAY CITY RECORDER (801-264-2663). WE WOULD APPRECIATE NOTIFICATION TWO WORKING DAYS PRIOR TO THE MEETING. TTY is Relay Utah at #711.**

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

On Friday, October 11, 2019, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website [www.murray.utah.gov](http://www.murray.utah.gov), and the state noticing website at <http://pmn.utah.gov>.



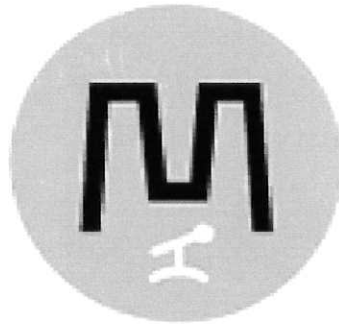
Janet M. Lopez  
Council Executive Director  
Murray City Municipal Council



**MURRAY**  
CITY COUNCIL

# Committee of the Whole





**MURRAY**  
CITY COUNCIL

# Committee of the Whole Minutes



# DRAFT

## MURRAY CITY MUNICIPAL COUNCIL COMMITTEE OF THE WHOLE

The Murray City Municipal Council met as a Committee of the Whole on Tuesday, June 18, 2019 in the Murray City Center, Conference Room #107, 5025 South State Street, Murray Utah.

### Council Members in Attendance:

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

### Others in Attendance:

Blair Camp	Mayor	Jan Lopez	Council Director
G.L. Critchfield	City Attorney	Jennifer Kennedy	City Recorder
Doug Hill	Chief Administrative Officer	Kim Sorensen	Parks & Rec. Director
Jennifer Heaps	Comm. & PR Director	Pattie Johnson	Council Office
Connie Carpenter	Council Office	Jim McNulty	CED
Rob White	IT Director	Danny Astill	Public Works Director
Melinda Greenwood	CED Director	Craig Burnett	Police Chief
Brenda Moore	Finance Director	Mike Dykman	Assist. Fire Chief
Jennifer Brass	Resident		

Mr. Nicponski called the Committee of the Whole meeting to order at 5:15 p.m.

**Approval of Minutes** - Mr. Nicponski asked for comments or a motion on the minutes from Committee of the Whole, March 19, 2019. Mr. Hales moved approval. Mr. Brass seconded the motion. (Approved 5-0)

### Discussion Items

### Reports from Representatives to Interlocal Boards and Commissions

- **VECC (Valley Emergency Communications Center)** - Doug Hill

For the last three years VECC worked to acquire a new software dispatch system. Hexagon was selected for a cost of \$3 million and work began to integrate and implement the system, however, in

doing so, the system was found incompatible with the police department. After successful negotiations between VECC and Hexagon, the contract was terminated, and Hexagon would pay a small settlement back to VECC; all terms are confidential. Mr. Hill confirmed VECC would start again to find a new provider and the RFP (request for proposal) process was underway.

VECC integrated new entities: UPD (Unified Police Department), Herriman City, and Riverton; all wages and benefits are now uniform by combining protocols. In addition, it has been a challenge to hire dispatchers, due to a competitive market; new compensation programs and incentives are being considered to recruit workers and retain them. Mr. Hill explained since Hexagon was terminated, VECC is required to work with existing systems that cities own. In Murray's case, an old version of Spillman software would be reprogrammed and upgraded so Murray police have access to data.

New assessment is being considered for all entities since additional entities were acquired; calculations are based on the number of calls averaged over a three-year period of time; because Murray's calls have not changed significantly, a slight decrease was seen in the expense. However, due to inflation additional costs could potentially have an impact. Mr. Hill was not certain if the city would be required to provide funding to migrate to the new software, but he thought someday VECC would need to make up the additional cost for those systems. Mr. Nicponski asked the current cost for assessment. Mr. Hill said annually, approximately \$406,000 for police, and \$170,000 for the fire department.

Mr. Cox asked about existing problems to extend and upgrade the Spillman contract. Mr. Hill said IT Director, Mr. White coordinated with VECC and will upgrade Spillman in July, which would take less than a week to complete. Mr. Cox asked once RFP's were conducted how long before a new system would be in place. Mr. Hill explained conflict because the ultimate goal of legislation was to provide one dispatch software system for all of Salt Lake County, but VECC and Salt Lake City do not utilize the same system. Challenges began after Hexagon did not work out and SLC was no longer interested in a new product and wanted to keep their existing Versaterm program, and suggested VECC also use it. Discussions would continue to address procurement issues and resolve differing opinions and the hope is to find a new compatible software.

- **Metro Fire - Doug Hill**

Mr. Hill noted the purpose of Metro Fire to provide specialized services to cities that do not belong to UFA (Unified Fire Authority). When those cities need a specialized service like hazmat, canine, and water rescue, rather than train staff, they call Metro Fire Authority. For example, as a Metro Fire member, Murray responders specialize in swift water rescue. Mr. Hill said the program works well, and because Metro Fire member cities coordinate well together, there were no major issues or concerns to report; meetings are often cancelled for lack of content to discuss. Mr. Hill appreciated Murray Fire Chief Jon Harris, Chairman of Operations on the Metro Fire board, who worked with other fire chief members. They are currently considering different ideas to fund specialty services, improve coordinated services, and provide better consistency in all specialized services.

- **UCLT Legislative Policy Committee - Dale Cox**

No meetings were held since the 2019 Legislative Session adjourned, although, a conference in April was held in St. George where both Cameron Diehl and Rachel Otto reported on important issues

that occurred during the 2019 session. Mr. Cox noted in lieu of having weekly LPC (Legislative Policy Committee) meetings, caucus meetings would be held this summer on August 20, or 21, 2019, and Murray would be in the “established mid-sized cities” group. The group includes: Bountiful, Centerville, Cottonwood Heights, Draper, Holladay, Logan, Midvale, North Salt Lake, South Ogden, South Salt Lake, Taylorville, and Tooele.

The overall concern underway is the revamping of the tax bill. Mr. Cox confirmed potential changes would affect income tax, sales tax on food, imposing a state property tax, expanding the sales tax base to include untaxed services, expanding the motor fuel tax and cutting the state budget. The Utah Taxpayers Association held a meeting in May where legislative leadership and task force members discussed the state’s structural imbalance statements, and indicated all options are on the table for review. The Tax Task Force will hold eight public meetings at various cities statewide, between June 25 and July 30, and final details are expected to be announced this week. Mr. Cox said the issue is important because the city lives and dies by sales tax revenue, and hopefully when a solid plan is determined, it would be beneficial to all cities. Mr. Nicponski requested the list of cities where meetings would be held. Ms. Lopez would provide it.

- **Association of Municipal Councils** - Brett Hales shared the following about monthly meetings:
  - January - Purpose and goals of the meeting were to promote collaboration between communities and help council members expand their understanding of issues to learn and compare with other cities.
  - February - WVC (West Valley City) discussed medical marijuana and shared what they learned about the cash business industry after visiting San Francisco and Denver. Mr. Hales discussed the following:
    - Denver has 400 production sites and realized tax revenue totaling \$45 million from the industry.
    - Production occurs in Class B industrial buildings.
    - The growing process and production cycles that include high amounts of water and power.
    - Affected nearby areas, in terms of, smell, burglaries, high level security, and the increased cost for leasing industrial properties.
    - Utah’s law allows seven dispensaries and 10 production sites statewide.
    - Information was shared with Murray City Attorney, G.L. Critchfield, and the city was encouraged to update land use codes to model the WVC ordinance, as soon as possible.

Mr. Hales noted Murray must comply and be ready to accommodate medical marijuana by May 2020. If the state was not prepared by then, doctor prescriptions would be honored out of state, so patients can travel outside Utah and bring medical marijuana back home. He was impressed with overall current information WVC shared to help educate other cities.

- May - Attendees had round table discussions as follows:
  - Holladay City reported the 57-acre Cottonwood Mall site development is dead. Mr. Hales said clear disappointment was expressed. Plans are still not certain for property.
  - South Jordan discussed 61,000 signatures against high-density housing; they only want to allow 4 units per acres.
  - Cottonwood Heights referendum success on rezone for high-density housing development.
  - Mr. Hales talked about the proposed plastic bag ordinance and open meeting in Murray.
  - WVC and Midvale noted recycling; both cities will have an opt-out option for residents.

- West Jordan conversed about a puppy store opening with significant complaints from citizens; however, the company insisted it was reputable.
- Taylorsville and Holladay are negotiating contracts for snowplowing and have a Municipal Service District with a line item on tax bills. Also, UPD (Unified Police Department) budget increases based on Riverton's decision to pull out and go with their own police force.
- Riverton has an Airbnb issue coming up to include restrictions within the state code. And, their city council passed a resolution for the protection of human life.
- June – Mr. Hales was unable to attend, so Ms. Lopez reported UTA Board of Trustees, Carlton Christensen led discussions about new board organization, allocations of the quarter of the quarter percent; UTA receives 5%, cities and counties get 10%; and, a new program to be tested in the south part of the valley similar to Uber that utilizes small transports to take people to specific places. If successful, it will expand to other areas. Mr. Brass added a test run operated at Farmington Station.
- **CVWR (Central Valley Water Reclamation)** - Mr. Brass reviewed the following:
  - Several retirements occurred, particularly General Manager, Tom Holstrom who was replaced by former Assistant Manager, Phil Heck; the rebuild is running smoothly aside from many personnel changes.
  - New clarifiers are coated and complete, and CVWR continues to work on the new generation side of the facility. The ultimate goal to completely power the plant with created methane gas.
  - The compost process is exceeding \$1 million in expense because sludge piles must be covered, and constantly turned; new covers and equipment are required to conduct the operation. Mr. Brass explained selling compost to landscaping companies became a side business over the years, which was not initially intended for-profit. Compost made from sludge was designed to cut costs of hauling sludge, as far away as Idaho. New board members who are not aware of why the business began are considering whether to continue composting operations; the finance director is also questioning whether the business is worthwhile. Updated transport costs and reevaluating the savings would be reviewed, in terms of, fuel, wages and truck maintenance before a final decision is made.
  - Discussions are ongoing about removing the golf course and developing the land. Mr. Brass explained currently, if the area was redeveloped, complaints would be heard about a strong stench on most windy days; however, once the rebuild is complete that smell should subside, due to the new generation process. He noted smells from the nearby recycling transfer station would still remain.
- **WFWRD (Wasatch Front Waste & Recycling District)** - Jim Brass

Mr. Brass said nationwide people are reevaluating the recycling process, due to extremely high recycling costs. Currently, Waste Management facility charges \$66 per ton, and WFWRD's cost for dumping garbage only is \$31 per ton, which means recycling costs are double that of basic trash disposal. As a result, WFWRD takes recycling material to RMR (Rocky Mountain Recycling) because the cost is \$47 per ton. The current contract price will expire in May 2020, after which, negotiations for a new contract are anticipated with new index pricing, based a recycling commodities market. He anticipates the industry will turn around and recycling plants will reopen for paper and cardboard. He noted a new plastic recycling plant in the mid-west that created a new market in the way of fuel for farm tractors. He said if enough new recycling businesses are supported, the recycling market would grow again and remain in the United States.

Currently, the WFWRD budget is stable, but a budget increase of \$150,000 is expected, which is absorbable. However, if prices surge at RMR, the increase might be as much as \$300,000. Mr. Brass

said this would require rethinking the overall recycling process, but recent studies confirmed the majority of people want to continue recycling. As a WFWRD board member, he said it was difficult to justify that when 20% of recycled material ends up in landfills, and recycling costs keep soaring, but the hope is to keep companies like RMR viable and in business. He said just one new plant can make a significant difference; for example, a fiberglass insulation company in Nephi, Utah provided a new way for recycling glass in the state.

Mr. Brass explained when Millcreek Township was created, and unincorporated geographical areas were possibly getting annexed into Sandy City, there was difficulty to program driving routes for ACE truck drivers because geographical areas associated with WFWRD routes were so sporadic and meshed. The problem is getting resolved and WFWRD agreed to let Sandy annex those properties; the loss in tax revenue does not compare to the costly inefficient routes.

A decision to close the transfer station near 3300 South and 700 West is still underway, after Salt Lake County proposed closing it. Currently, ACE has its own transfer station, and is constructing a new one, which would cost \$1 per ton less than others.

- **Murray Area Chamber of Commerce - Jim Brass**

This year's golf tournament would be held at Murray Parkway on June 28, 2019 to raise money for a variety of children's charities across the valley. Mr. Brass reported no significant change in business because with a booming economy, it was a struggle to maintain membership. The Murray Chamber of Commerce would attend a meeting, hosted by Ms. Strobell about development in the downtown area to support local businesses. He confirmed the chamber had taken a stand to be non-partisan to avoid political matters, and do not endorse candidates or policies; their presence is to advise and support business matters in the area.

**Zone Map Amendment 770 E. Vine Street – Jim McNulty**

Property owners requested the existing R-1-8 zone be changed to R-1-6 (Single Family Residential), where the lot size is .48-acres. Aerial maps of the parcel were shared to review the Future Land Use Zone Map and land use categories. He noted Whispering Pine Drive across the street is an R-1-6 zone, where twin homes were allowed on 6,000 square foot lots. He provided photos depicting a structure that presently functions as a duplex, which is currently, legal non-conforming. He explained the General Plan Land Use Map adopted two years ago allows and supports the R-1-6 low-density residential, however, in this case, staff does not support it. (See Attachment #1).

Mr. Cox asked the meaning of legal non-conforming. Mr. McNulty explained legal, non-conforming property is when a structure was legally constructed years ago but could not be newly built today on land that is no longer zoned as it once was. Therefore, at the site, the zone changed at some point and the city no longer allows twin homes, or duplexes on R-1-8 lots, however, the city would permit what is there prior to the change. The current permitted use is Single Family Detached.

Mr. McNulty said the primary concern was a detached structure in the rear of the property, which was never allowed initially; Salt Lake County and Murray City have no permit on file. Owners claim the detached structure is used for storage, but it may have been used as a dwelling space in the past. Because



the *duplex use* exists on the property, the applicant wants the city to approve a rezone, so the property can be subdivided. Another concern relates to the number of required variances because the existing structure sits directly on property lines; there are no setbacks at the front, rear and side yards, so, even if the property were rezoned to R-1-6, required variances – totaling five - would still remain. The applicant was asked to consider starting over by scrapping the property, but the owner declined because the desire is to attain three rental units for an investment. Mr. McNulty concluded a rezone does not lend itself to the current zone, and conflicts with the purpose of encouraging residential development, which is Single Family Detached in character. It would represent an isolated parcel zoned differently from all those properties around it.

The proposal went before the planning commission on May 2, 2019, where staff recommended the planning commission deny the request, which they did unanimously during a public hearing. The planning commission forwarded that recommendation of denial on to the city council.

#### **UDOT Transportation Funds** – Danny Astill

Murray City was considered to receive a one-time funding award for a local transportation project (Senate Bill #268), during the 2019 Legislative Session. As a result, the city would receive \$1 million to complete a project identified as crucial on 5600 South. Mr. Astill explained the \$1 million was not enough to complete the entire project, so the work would begin at State Street and move eastward toward Van Winkle, until funds are exhausted; an application for the remaining funds needed would be submitted to the Transportation Choice and Wasatch Front Regional Council to assist with completing the entire corridor. He said it was a great opportunity for the city to utilize \$1 million and make improvements to pedestrian access, curbs, gutters and sidewalks and other elements. UDOT would like to start the project soon, so, a Pass-Through Funds Agreement is required in order to receive funding, and the council would consider the resolution during council meeting.

#### **Justice Court Prisoner Transportation** – G.L. Critchfield

The city's current interlocal cooperation agreement with Salt Lake County is due to expire and must be renewed; prisoners are transported from jail to the Murray City Court for processing. The county offers a highly specialized service and the city would like to renew the agreement for another year. Mayor Camp noted the number of transports annually lessened, due to video arrangements. Mr. Nicponski asked the annual cost for the service. Mr. Critchfield stated \$50,000 was budgeted but each transport is an individual cost. The proposed new contract, if approved would be for a similar term: one year with four, renewal terms.

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

**Adjournment:** 6:10 p.m.

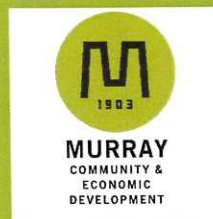
**Pattie Johnson  
Council Office Administrator II**

# ATTACHMENT #1



# PLANNING COMMISSION MEETING

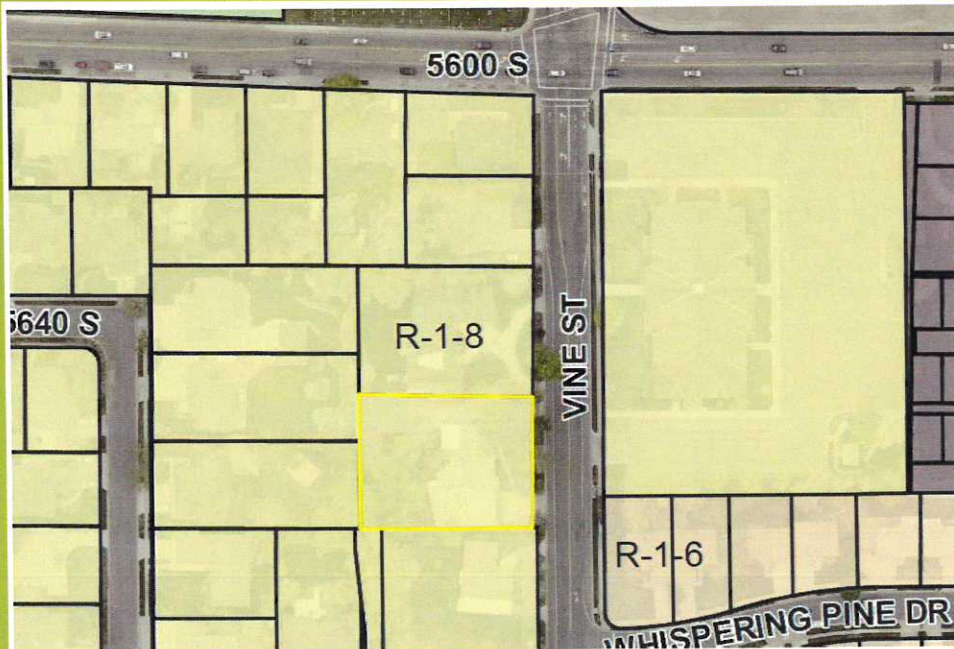
May 2, 2019



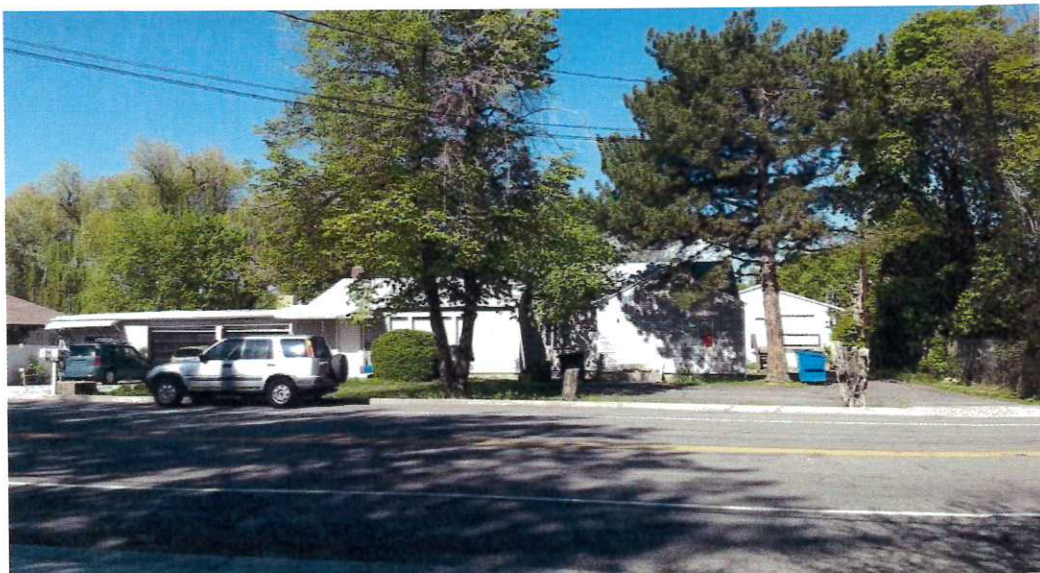
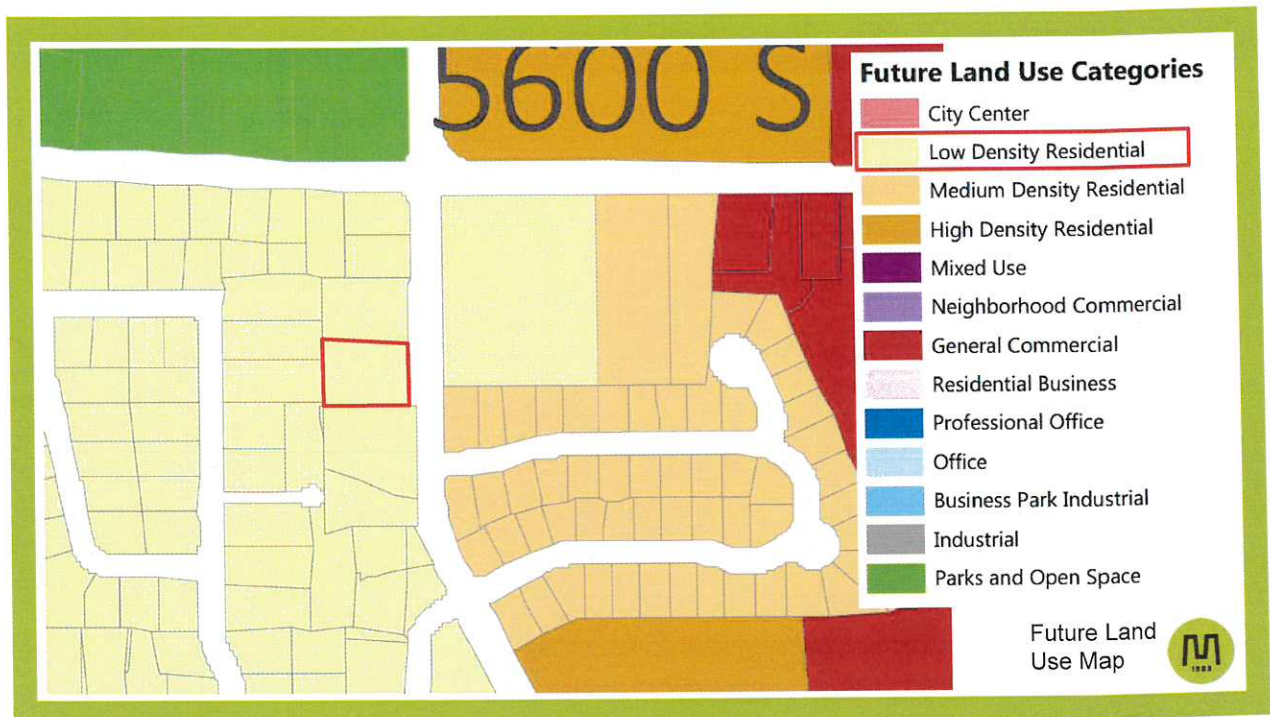
## Sunny Vines Zone Map Amendment from R-1-8 to R-1-6

770 East Vine Street









Looking west across Vine Street at the subject property.



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



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



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



## Findings

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





## Staff Recommendation

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





**MURRAY**  
CITY COUNCIL

**DRAFT**

## **MURRAY CITY MUNICIPAL COUNCIL COMMITTEE OF THE WHOLE**

The Murray City Municipal Council met as a Committee of the Whole on Tuesday, July 16, 2019 in the Murray City Center, Conference Room #107, 5025 South State Street, Murray Utah.

### **Council Members in Attendance:**

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

### **Others in Attendance:**

Blair Camp	Mayor	Jan Lopez	Council Director
G.L. Critchfield	City Attorney	Jennifer Kennedy	City Recorder
Doug Hill	Chief Administrative Officer	Connie Carpenter	Council Office
Pattie Johnson	Council Office	Joey Mittelman	Battalion Chief
Jennifer Heaps	Comm. & PR Director	Blaine Haacke	Power - General Manager
Greg Bellon	Power - Asst. General Manager	Rob White	IT Director
Melinda Greenwood	CED Director	Danny Hansen	IT
Marie Goettsche	Murray Chamber of Commerce	David Brems	GSBS Architects
Valerie Nagasawa	GSBS Architects	David Garce	GSBS Architects
Jeff Palmer	Layton Construction	Evan Farnsworth	Layton Construction
Wendy Parsons Baker	Resident	Jennifer Brass	Resident
Janice Strobell	Resident	Brent Barnett	Resident

Mr. Nicponski called the Committee of the Whole meeting to order at 4:45 p.m.

**Approval of Minutes** - Mr. Nicponski asked for comments or a motion on the minutes from the Committee of the Whole meeting on April 2, 2019. Mr. Brass moved approval. Mr. Cox seconded the motion.  
(Approved 5-0)

### **Discussion Items**

### **New Murray City Hall Schematic Design Update – Mayor Camp, GSBS Architects, Layton Construction**

Mayor Camp confirmed development progress on the new city hall and reported Mr. Hill as the city's project manager; Council Members, Mr. Brass, and Ms. Turner, and Council Director, Ms. Lopez are all part of the City Hall Steering Committee. Since January 2019, monthly meetings occurred with GSBS Architects and Layton Construction to discuss the new development located at 10 East 4800 South.

GSBS Architects and Layton Construction representatives reviewed updated schematic design information, and cost estimates. (See Attachment #1) A vision statement was shared that depicted the project as the emotional heart of Murray City, with city hall becoming a catalyst for economic development in the area. The vision would celebrate Murray's independent spirit, to be inclusive and welcoming to the community; to be responsibly designed, with functionality, and sustainability at the forefront of every decision.

With the schematic design phase complete, the second phase of development begins where building system details would be analyzed. This format is a benchmark that allows architects to test exactly where they are at with the design, get buy-off on designs and determine an estimated cost. Budget modifications would follow if necessary, to provide accurate numbers related to subcontractors based on current market pricing. Both entities agreed they are working closely together to create the final design that includes many types of spaces within the building, specifically situated to provide good working relationships within every department; and ensure the correct plan is in place. GSBS representatives confirmed Layton Construction has a good understanding of what the design entails, however, contingency costs are built into the estimate to allow for unforeseen things not yet decided.

A review of the site plan occurred regarding details such as: the general location, street restructuring, parking lots, outside event spaces, a public plaza, two public entrances, the police department entrance, and features related to the council chambers. They examined renderings of the connecting main lobby, and studied first, second and third levels by detecting the location of each city department; they noted specific employee rooms, and observed exterior views, canopy entrances, and various storage functions. They concluded by discussing various construction material, which would be durable, and contemporary, including glass, copper and brick. It was noted that brick would convey a historical Murray feel, and copper would be reminiscent of significant metal work conducted in Murray's past years. Open areas with glass would provide an inclusive welcoming impression for the public, and transparency into the lobby. All stairs and elevators were noted, as well as, central connecting stairs to all three levels.

Mr. Hales asked about landscaping details. It was noted that all landscaping would comply with MCCD (Murray City Center District) guidelines, and the ordinance; as well as, the high-performance building standard, which is the sustainability guideline on the project for the area. Native plants, drought tolerant vegetation, and a mixture of hard and soft scape materials would be utilized. The public plaza would provide a variety of outdoor landscaped elements.

Layton Construction representatives explained financial perspectives as the project progressed; they evaluated the cost of various materials, including all finishes; consulted with subcontractors in the community, and updated pricing to match other estimates underway, as numbers were received. As a result, total target pricing is \$25 million for the building and landscaping areas only. (Not including road and street reconfigurations or parking areas). Contingency costs considered appropriate at the

schematic level total \$4.3 million. As this phase of the project continues and after explicit details become more clear, contingency cost levels are expected to decrease and the actual cost will be determined when construction begins. It was noted after parking lots are finalized, and road configurations are made to Fifth Street, and Hanauer Street the final cost is estimated at \$28 million.

A brief discussion occurred about the ever-increasing cost of construction, which was evident from looking at initial costs when a new city hall was first discussed five years ago.

**CFFP (Carbon Free Power Project)/SMR (Small Modular Reactor) – Mayor Camp, Blaine Haacke**

Mayor Camp said the handout about HEAL Utah, a Utah based advocacy non-profit group, was not included in the initial council packet, and noted the decision was getting closer about whether the city would consider continuing further into the small nuclear reactor project. Mr. Haacke confirmed, and led a discussion about Murray's commitment to the CFFP/SMR technology and the proposed resolution increasing Murray City's share. He said the council would consider two draft resolutions during a council meeting on August 6, 2019; one authorizing the increase in the Entitlement Share, and another authorizing increases in the JUMP (Joint Use Modular Plant) Lay-off Agreement. Mr. Haacke reviewed detailed slides and provided descriptive information about the following:

- Self-contained modules and sizes, cooling procedures, infrastructure and depressurization in the event of a catastrophic situation.
- Design and size of the plant, and sizes of vessel reactors.
- Plant location on the INL (Idaho National Lab) site, various related buildings on the site, generation capabilities and procedures, and fuel storage.
- Further world expansion if the technology proves worthy.
- Cost, risk, and political decisions effecting Murray's own power plant.
- A history of Murray's energy resources and when each one was attained from the 1940's to the present day.
- Proceeding with the project, as a promising technology, and other subscribing UAMPS cities.
- Murray's mix of options; a resource graph was studied to reflect the city's daily and hourly load requirements.
- Murray's reliance on coal is ending and the city will lose two valuable resources; the San Juan power plant closes in 2022, and the Hunter plant will shut down by 2044.
- Two draft resolutions, and financial commitment details based on Murray's entitlement subscription, as well as, ramp-off opportunities.

Mr. Haack said the cost of the new technology was less than the natural gas IPP (Intermountain Power Plant), and the Trans-Jordan Landfill resource.

Ms. Turner expressed concern about the overall cost of the project. She noted St. George City opted out of participating in the project, however, with a PPA (Power Purchase Agreement) in place, requiring no financial commitment ahead of time, energy could be purchased as needed upon project completion; she hoped Murray would do the same. Mr. Haacke stated St. George proposed the idea, however, UAMPS opposed the notion, because it was not fair to all UAMPS members who did commit financially upfront in support of initial development. Ms. Turner asked Mr. Haack to look further into the PPA option to be sure, due to the financial risk.

Mr. Cox agreed if cities opt out of participation now, an excessively higher price per megawatt would



result later, by avoiding the upfront shared expense of development costs. Mr. Haacke confirmed.

Ms. Turner stressed the importance of looking into alternative purchasing options and said even if the city decided to back out, the obligated high cost made her nervous. Mr. Haacke noted the handout, which was a rebuttal to Heal Utah that confirmed why the city should move forward with involvement. He stated he was not nervous about continuing further along with the project and was confident about knowing when to utilize off-ramp options if that decision was necessary.

#### **Election Code Amendments – Jennifer Kennedy**

Changes were made to Murray City's Election Code to match legislative changes made over the last two years. Ms. Kennedy said the council would consider the proposed ordinance in three weeks. Changes include:

- An individual can now designate an agent to file declaration of candidacy, on their behalf, if the candidate is out of state during the entire declaration period.
- A requirement on the nomination petition was removed, because one person can now nominate someone else; the petition is no longer necessary.
- A portion of the ordinance related to appointing election judges was removed, because Salt Lake County now uses Vote Centers; there is no need for the city to appoint election judges.

#### **Title 16 Subdivision Ordinance Amendments – Melinda Greenwood**

Ms. Greenwood reviewed the proposed text amendment, which included improved clarity related to title corrections and who has the approving authority for signing subdivision plats. Also, an allowance for preliminary and final subdivision review for a subdivision of ten lots or less to be approved concurrently with the planning commission. Also included, a one-year extension time may be granted by the planning commission for preliminary and final plats – if requested prior to expiration dates. (See Attachment #2)

The planning commission unanimously approved all the recommended changes.

#### **Rezone 5729 South 700 West – Melinda Greenwood**

A Zone Map amendment request was made by the applicant who would like the current R-1-8 Single Family Residential zone to be changed to R-1-6, Single Family Residential for a future development. Ms. Greenwood shared slides, maps, and photos to review the parcel; a fire occurred on the property last December when the majority of a house was destroyed, resulting in complete demolition. (See Attachment #3) She said the lot remained vacant ever since but was purchased by Mark Snow/Titan Development, who wishes to subdivide the 0.36-acre property into two lots. The proposed ordinance was heard by the planning commission on June 6, 2019, who recommended the change; a public hearing will be held during the August 6, 2019 council meeting, when city staff would recommend the council also approve the rezone.

#### **Rezone 347 East Winchester Street – Melinda Greenwood**

Property owner Mark Snow/Titan Development requested the R-1-8 Single Family Residential zone be changed to R-N-B Residential Neighborhood Business. The 0.32-acre parcel used to be a single-family dwelling but is now vacant. (See Attachment #4) Ms. Greenwood shared slides, maps, and photos of the parcel and noted other properties along the north side of Winchester were successfully rezoned to R-N-B and subsequently redeveloped; some include medical, dental and professional office uses. The applicant also owns the parcel immediately adjacent to the west of the subject property, which was already rezoned to R-N-B. If approved, the owner hopes to develop both properties together, which would be a total of 0.66 acres.

The planning commission approved the rezone on June 6, 2019. A public hearing will be held during the August 6, 2019 council meeting, when city staff will recommend the council also approve the rezone.

**Public Safety Officer and Firefighter Line-of-Duty Death Act Compliance – G.L. Critchfield**

Mr. Critchfield said Utah State Law requires the city to allow a surviving spouse and children of a city employed fire fighter or police officer that was killed in the line of duty, to continue on with healthcare insurance. The city would pay premiums for the first 12 months; after that, State Law also requires the city enter into a cost sharing agreement that allows the city to request reimbursement by an established trust, until the obligation ends (when the surviving spouse is eligible for Medicare and until a child reaches the age of 26.) He noted the State Legislature passed the Public Safety Officer and Firefighter Line-of-duty Death Act in 2015, which was subsequently amended in 2016, 2017, and 2018.

The city currently has a total of 142 qualifying employees, which would cost approximately \$13,490 annually. The fee of \$95 per qualified employee was set by an established board. Mr. Critchfield said the city council would consider approving the resolution during the council meeting.

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

**Adjournment:** 5:55 p.m.

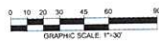
**Pattie Johnson  
Council Office Administrator II**

# ATTACHMENT #1

REVISIONS	



NOT FOR CONSTRUCTION



DRC  
MURRAY CITY  
HALL

80 E. 4000 S.  
MURRAY, UT 84143  
MURRAY CITY

5025 N. State Street  
Murray, UT 84143  
OWNER PROJECT NO.:  
GSBS PROJECT NO.:  
ISSUED DATE: 06/15/2015  
LANDSCAPE PLAN



FINAL SD WORKSHOP // JUNE 19, 2019



MURRAY CITY HALL // 5TH AVE. PERSPECTIVE

SCALE // NTS



FINAL SD WORKSHOP // JUNE 19, 2019



MURRAY CITY HALL // 4800 PERSPECTIVE

SCALE // NTS

GSBS  
ARCHITECTS



FINAL SD WORKSHOP // JUNE 19, 2019



MURRAY CITY HALL // LOBBY PERSPECTIVE

SCALE // NTS

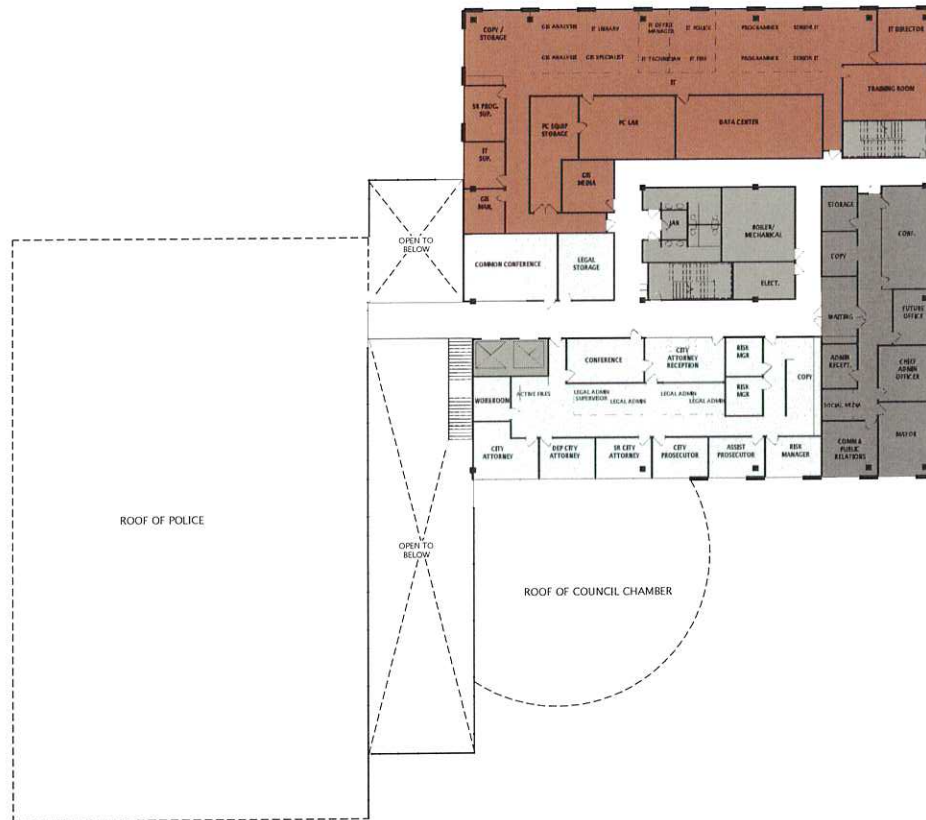








NO.	DESCRIPTION	DATE



NOT FOR CONSTRUCTION

SCHEMATIC DESIGN  
MURRAY CITY  
HALL

601 E 400 S  
Murray, UT 84103

MURRAY CITY

OWNER PROJECT NO.: 211410001  
GSBS PROJECT NO.: 211410001  
ISSUED DATE: 10/10/2021  
FLOOR PLAN - LEVEL 3

# Murray City Hall

## Schematic Cost Estimate

July 16, 2019



**Murray City Hall**  
Schematic Cost Estimate  
July 16, 2019



**Executive Summary**

System Description	Cost/SF	Total	% of Total
01 000 General Conditions	\$8.11	1,057,207	3.8%
02 000 Existing Conditions	\$0.10	12,500	0.0%
03 000 Concrete	\$14.64	1,907,770	6.8%
04 000 Masonry	\$2.01	262,423	0.9%
05 000 Metals	\$19.88	2,589,787	9.3%
06 000 Woods & Plastics	\$3.73	486,541	1.7%
07 000 Thermal & Moisture Protection	\$10.92	1,422,762	5.1%
08 000 Openings	\$20.54	2,675,786	9.6%
09 000 Finishes	\$18.57	2,419,806	8.6%
10 000 Specialties	\$1.65	215,576	0.8%
11 000 Equipment	\$0.25	32,500	0.1%
12 000 Furnishings	\$1.50	194,920	0.7%
13 000 Special Construction	\$0.00	-	0.0%
14 000 Conveying Systems	\$1.83	238,060	0.9%
21 000 Fire Suppression	\$2.42	315,706	1.1%
22 000 Plumbing	\$3.98	519,020	1.9%
23 000 Mechanical	\$17.69	2,304,985	8.2%
26 000 Electrical	\$26.56	3,460,879	12.4%
31 000 Earthwork	\$2.89	376,419	1.3%
32 000 Exterior Improvements	\$9.06	1,180,383	4.2%
33 000 Utilities	\$3.34	435,794	1.6%
<b>Subtotal</b>	<b>\$ 259.81</b>	<b>\$ 22,108,823</b>	
Preconstruction Fee	\$0.25	\$ 33,000	0.31%
Builders Risk	\$0.67	\$ 86,746	0.31%
Insurance	\$2.15	\$ 279,825	1.00%
Payment and performance bond	\$1.46	\$ 190,281	0.68%
Subcontractor Default Insurance	\$1.27	\$ 165,816	0.75%
Fee	\$5.99	\$ 780,711	2.79%
Construction contingency	\$4.30	\$ 559,650	2.00%
Design contingency	\$21.48	\$ 2,798,249	10.00%
Escalation contingency	\$7.52	\$ 979,387	3.50%
<b>Total</b>	<b>\$ 328.83</b>	<b>\$ 27,982,488</b>	
Alt 3 5th Street Parking		\$ 283,828	
Alt 4 Hanauer Street Parking		\$ 428,250	
<b>Total Including Alt 3 &amp; 4</b>		<b>\$ 28,694,566</b>	
FLCC		<b>\$ 25,000,000</b>	
Delta (FLCC-Total)		\$ (2,982,488)	
Delta (FLCC-Total inc Alt 3 & 4)		\$ (3,694,566)	

**Murray City Hall**  
Schematic Cost Estimate  
July 16, 2019



**Additional Alternates**

Alt 1	<b>Chilled Beam HVAC</b>	\$	<b>252,489</b>
Alt 2	<b>VAV w/ Ice Storage HVAC</b>	\$	<b>206,153</b>
	<b>Total Building SF</b>		<b>85,096</b>
	<b>Building \$/SF building only</b>	\$	<b>298.05</b>
	<b>Total Site SF</b>		<b>130,293</b>
	<b>Site cost/sf site only</b>	\$	<b>20.11</b>
	<b>Total site SF including Alt 3 &amp; 4</b>		<b>209,140</b>
	<b>Site cost/sf including Alt 3 &amp; 4</b>	\$	<b>15.93</b>

# ATTACHMENT #2

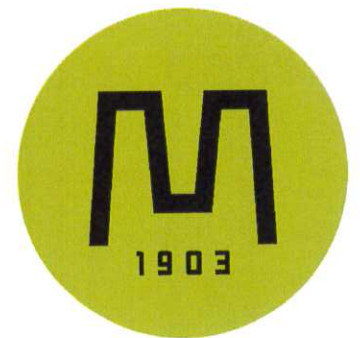




# MURRAY CITY

## COMMITTEE OF THE WHOLE

July 16, 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.

# **Staff Recommendation**

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



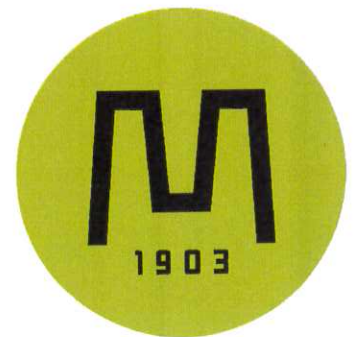
# ATTACHMENT #3



# MURRAY CITY

## COMMITTEE OF THE WHOLE

July 16, 2019



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

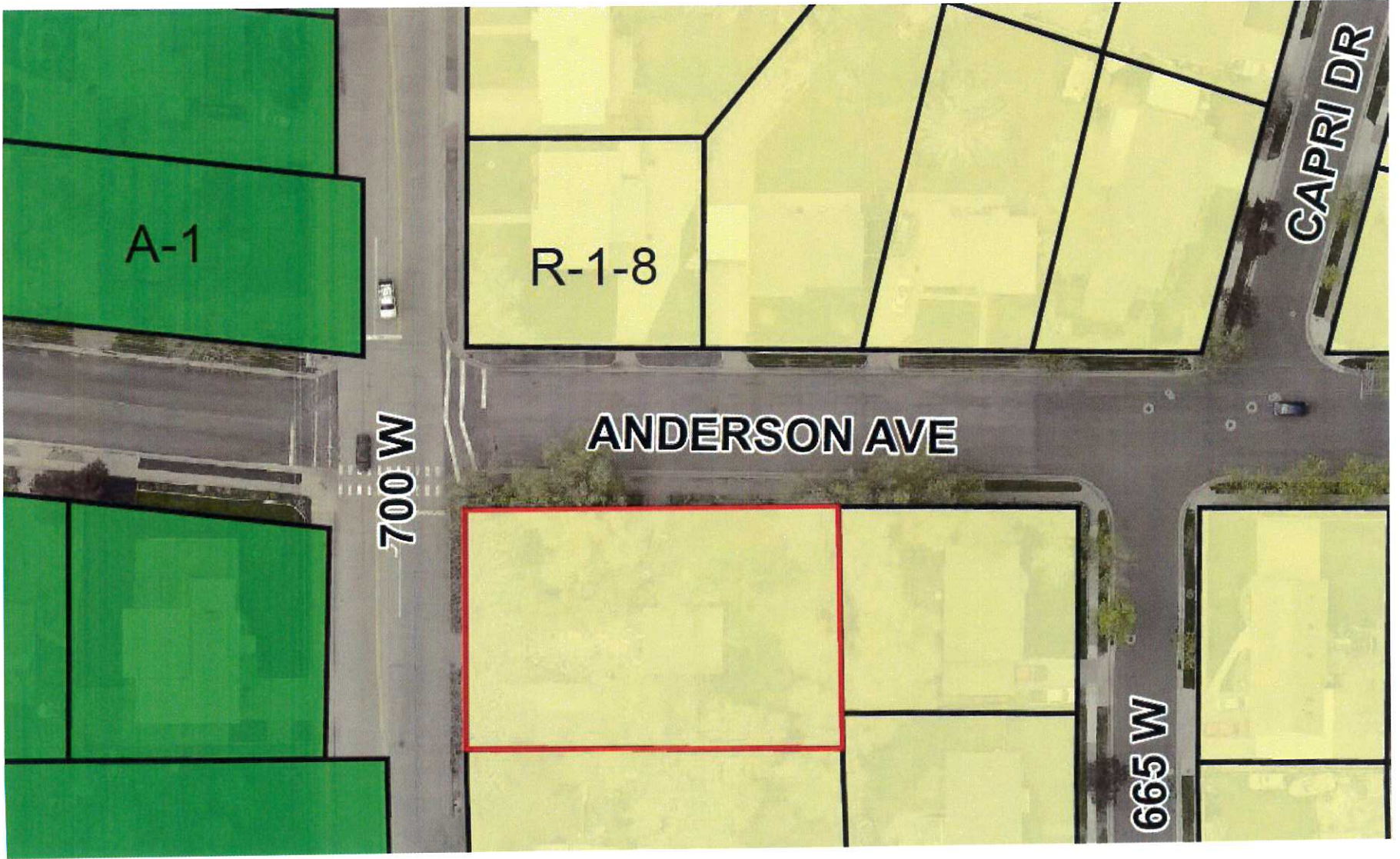
5729 South 700 West



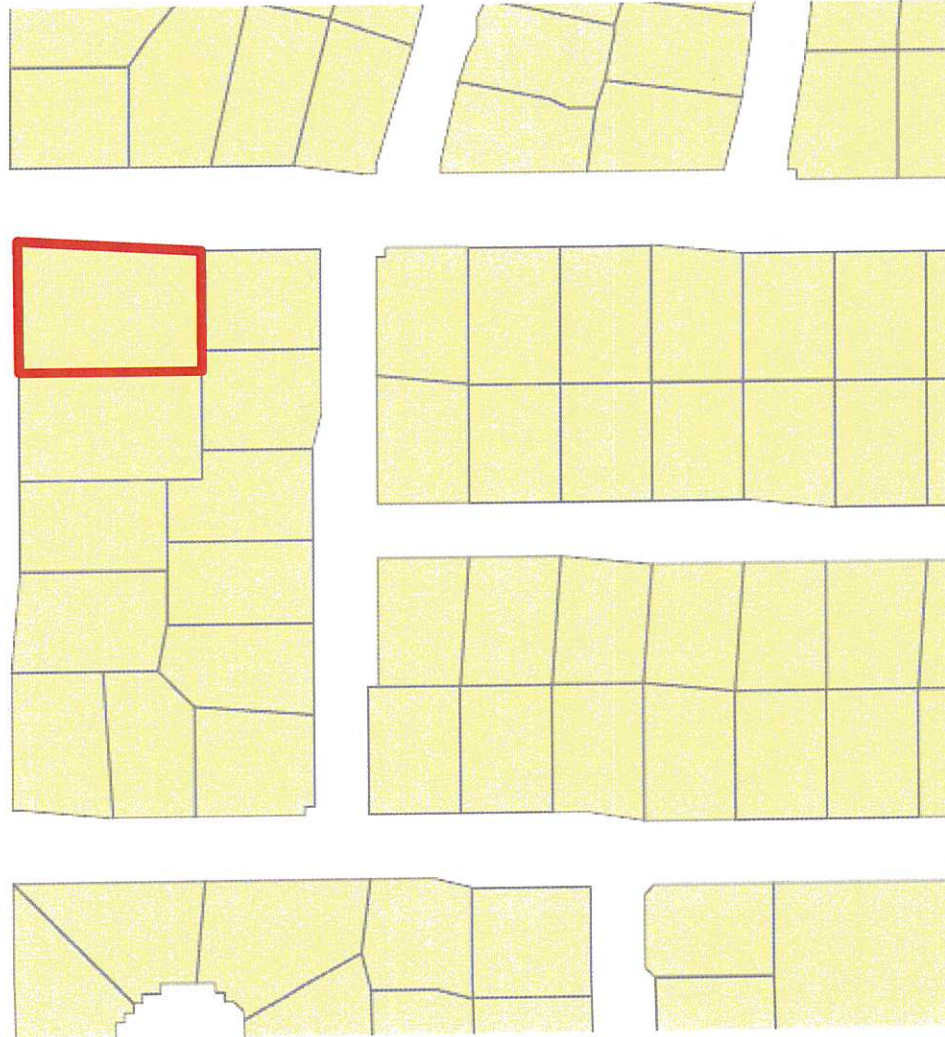
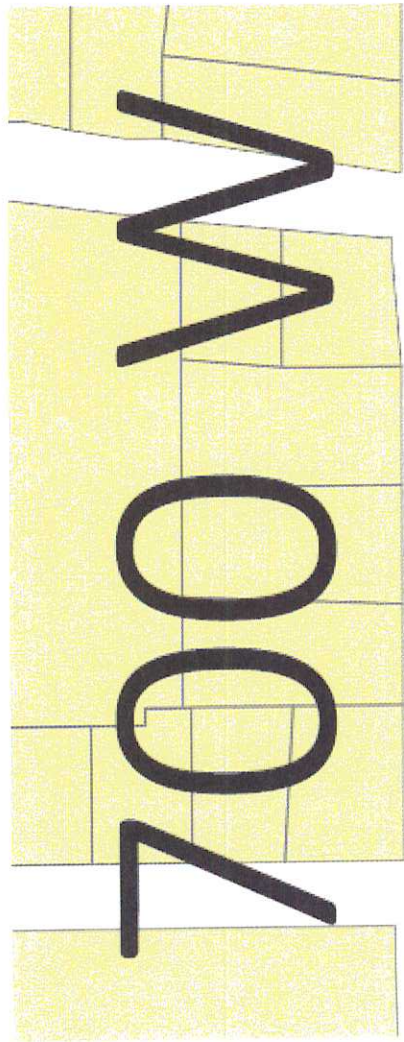












### Future Land Use Categories

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

## 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.

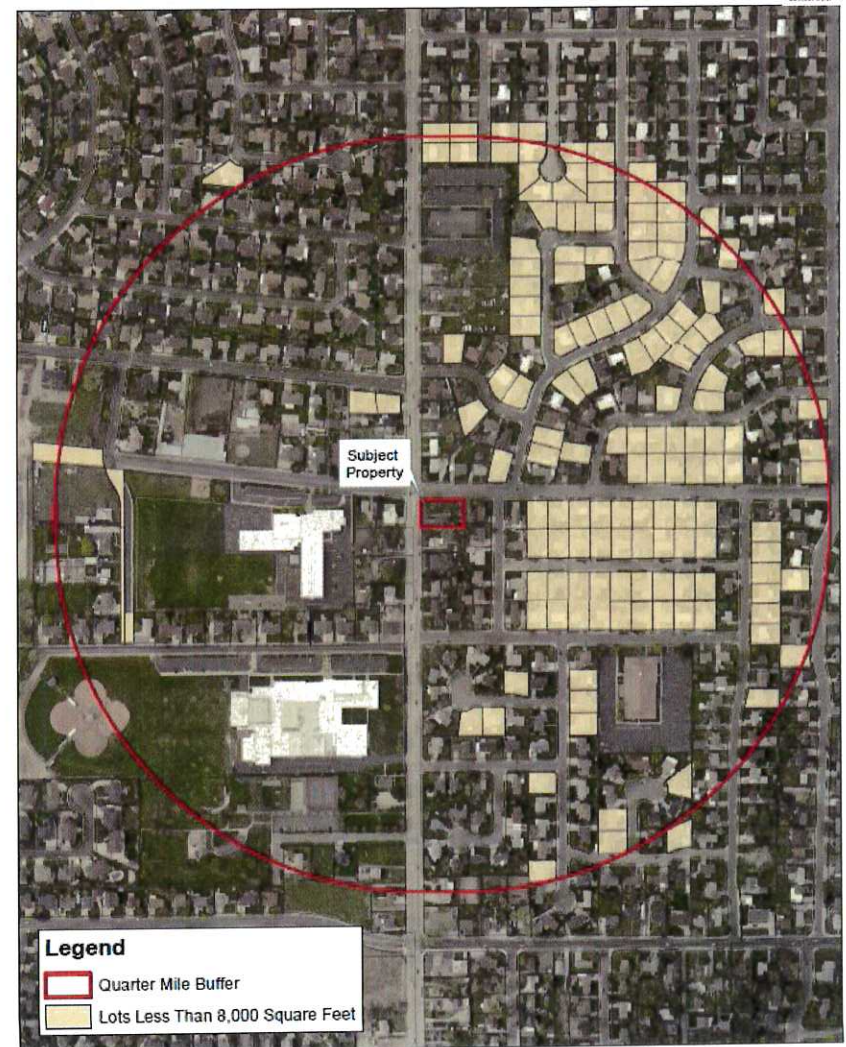
Density range is between 1 and 8 DU/AC.

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.



# 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 #4



# MURRAY CITY

## COMMITTEE OF THE WHOLE

July 16, 2019



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

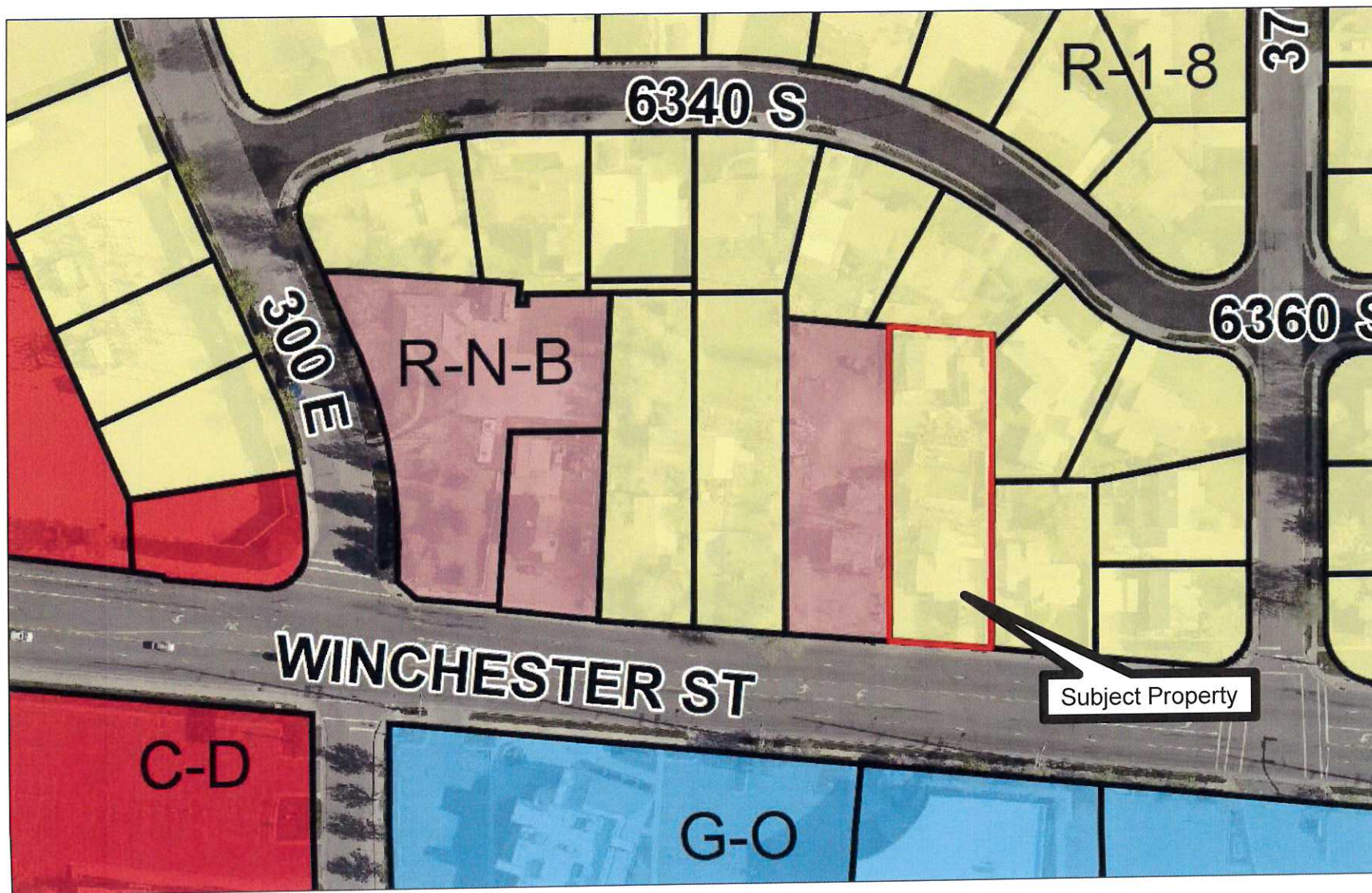
347 East Winchester Street

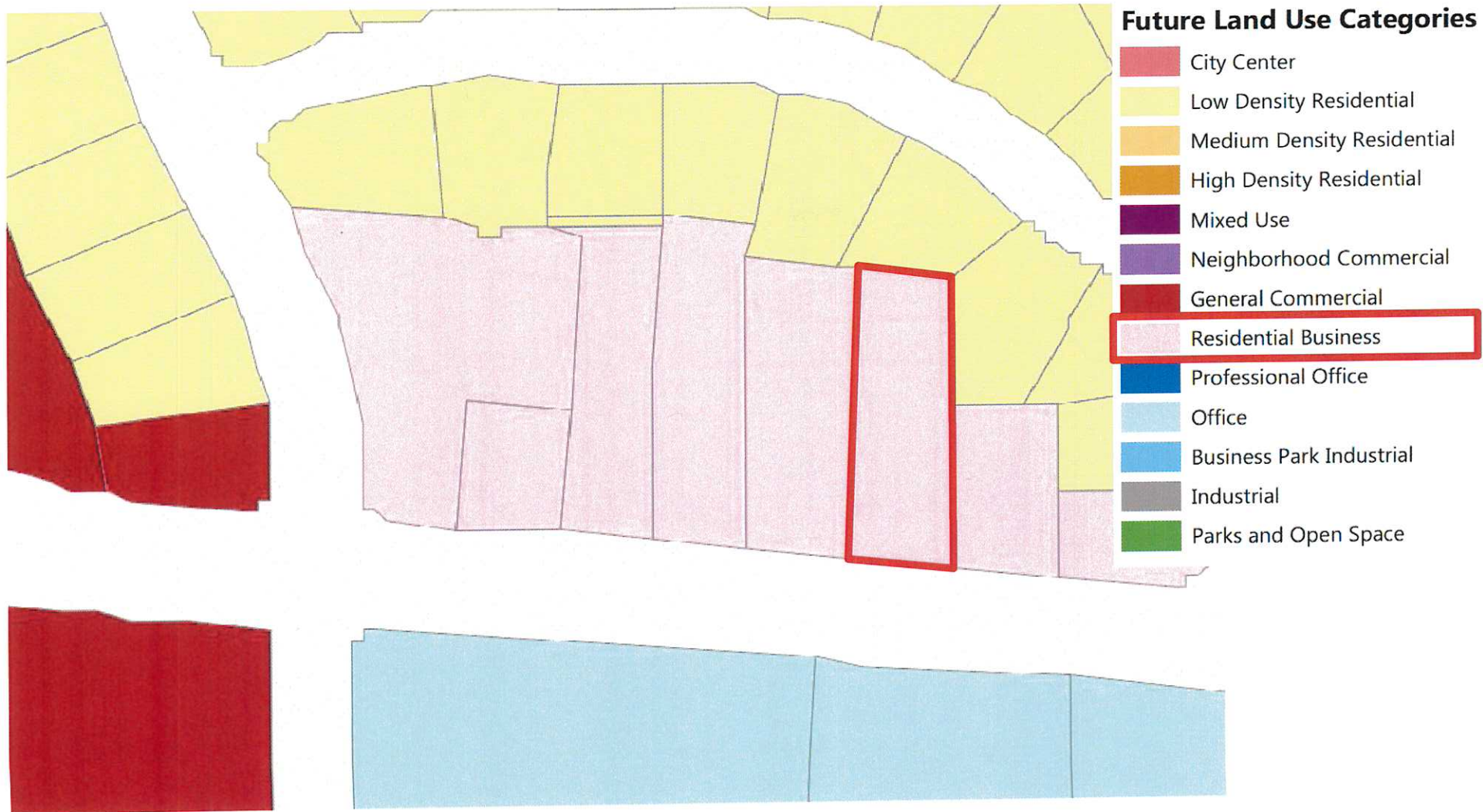














## RESIDENTIAL BUSINESS

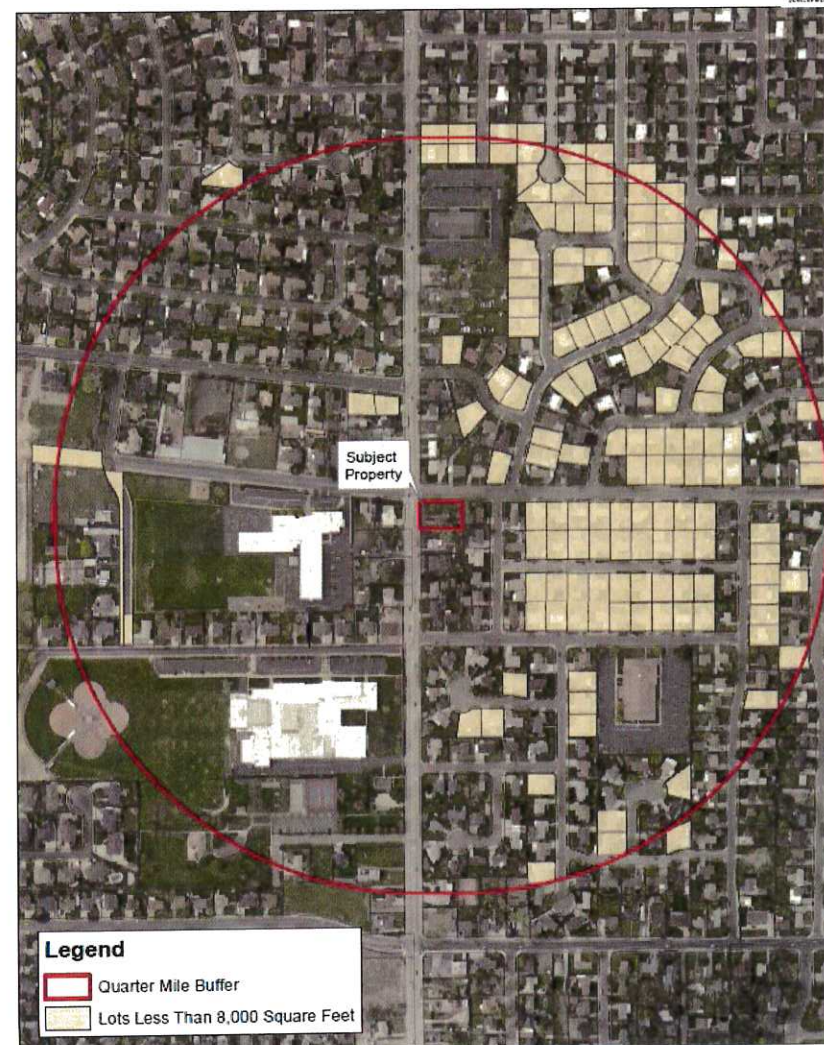
This designation allows for mixed-use, attached dwellings, or commercial development within primarily residential neighborhoods that is small in scale, has little impact, and provides services for the nearby residential and/or recreational areas (e.g. Jordan River Parkway node at Winchester; adjacent 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.

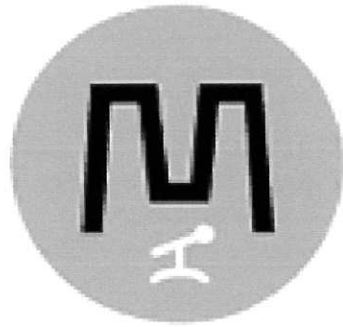
# Staff Recommendation

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.



# Discussion Items





**MURRAY**  
CITY COUNCIL

# Discussion Item #1



**MURRAY**


# Parks and Recreation Department

## Update on Murray Park Pavilions & Parks and Recreation Master Plan

**Council Action Request**

**Committee of the Whole**

Meeting Date: October 15, 2019

<b>Department Director</b> Kim Sorensen  <b>Phone #</b> 801-264-2619  <b>Presenters</b> Kim Sorensen          <b>Required Time for Presentation</b> 15 Minutes  <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>   <b>Date</b> September 30, 2019	<b>Purpose of Proposal</b> Update City Council on Parks and Recreation projects.  <b>Action Requested</b> Informational only.  <b>Attachments</b> Briefing of residents/non-residents numbers at pop up events, park search areas, pavilion picture.  <b>Budget Impact</b> Discussion only.    <b>Description of this Item</b> Update on the Murray Park pavilion project and the Parks and Recreation master plan.
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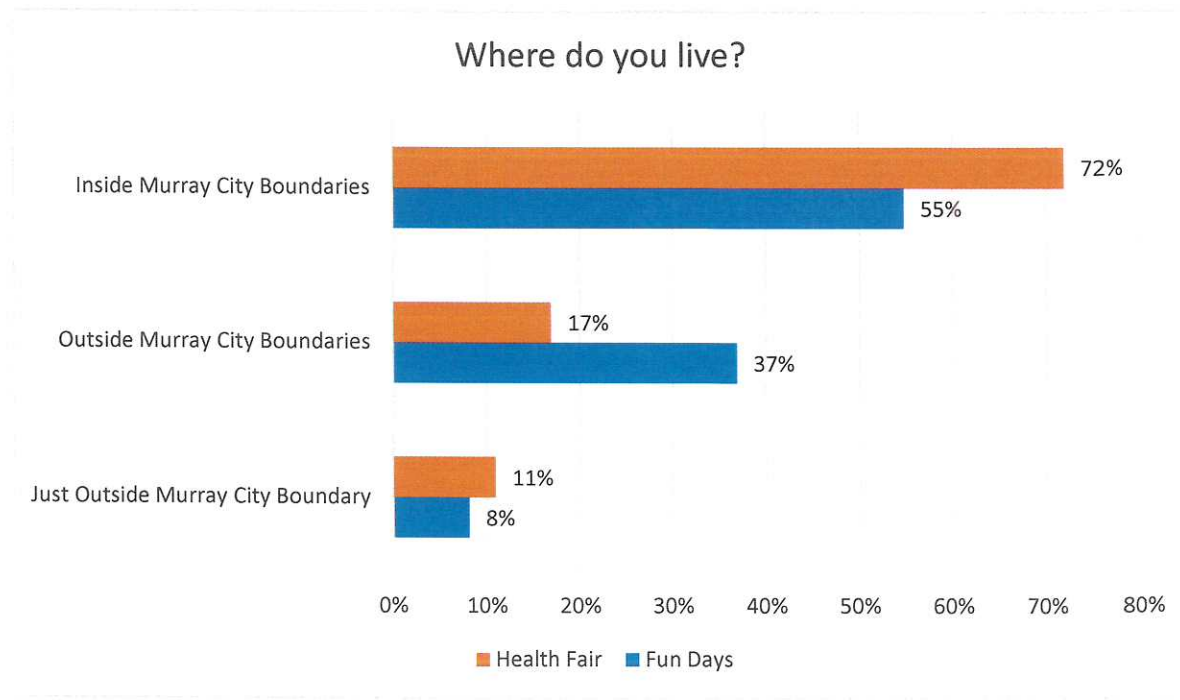
## Murray City Parks and Recreation Master Plan

Several said they had previously taken the survey as well and were pleased to see Murray City taking more input to further identify priorities. Of note were a number of families of color, including Latinx and Muslim families who participated in the sticky dot and coloring page exercises.

The majority of participants were Murray City residents, though many came from surrounding cities. While some of the non-residents were initially skeptical about doing the sticky dot exercise, they were encouraged to participate because they use Murray parks and live close enough to attend events and programs.

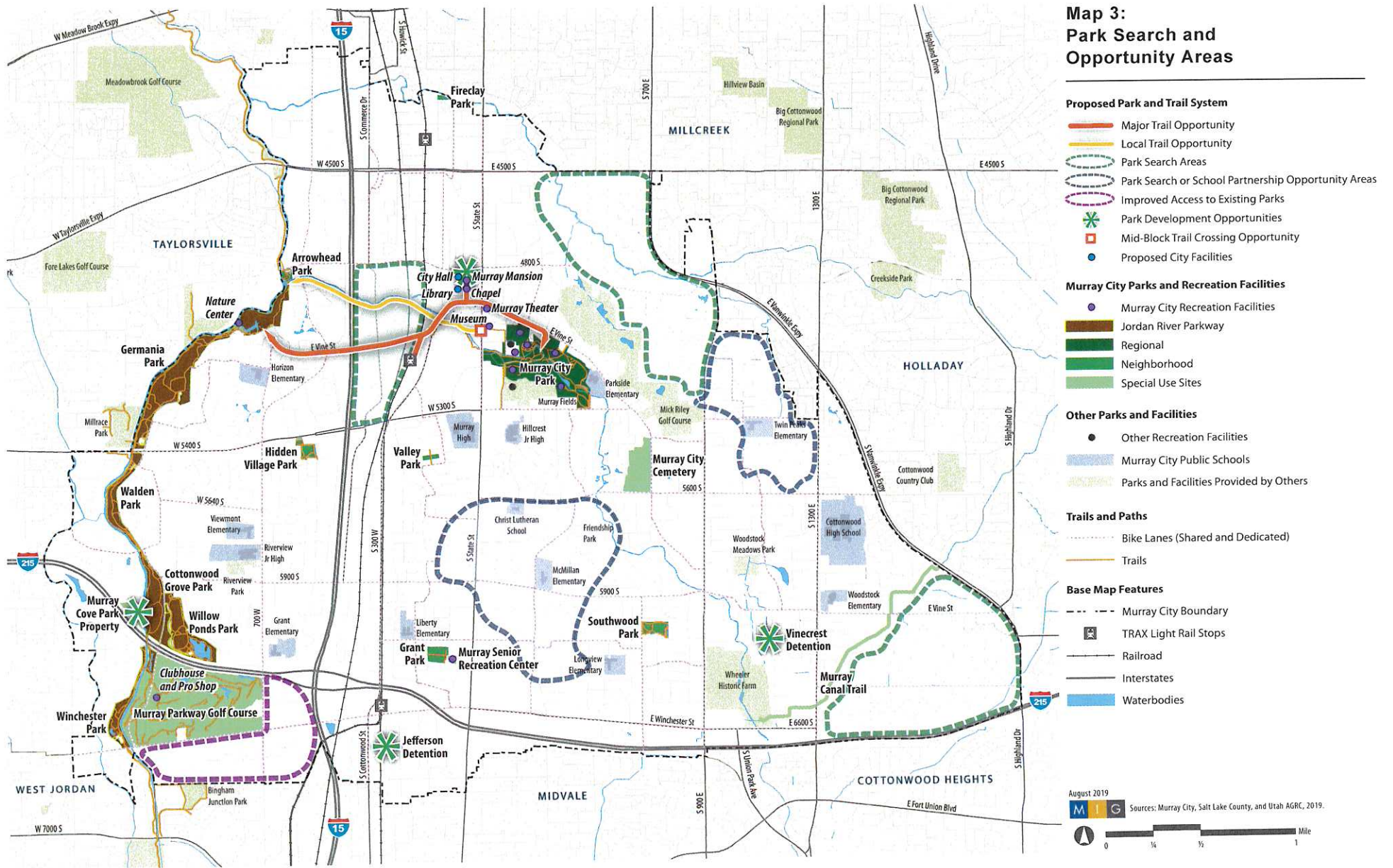


Figure 1: Where do you live?



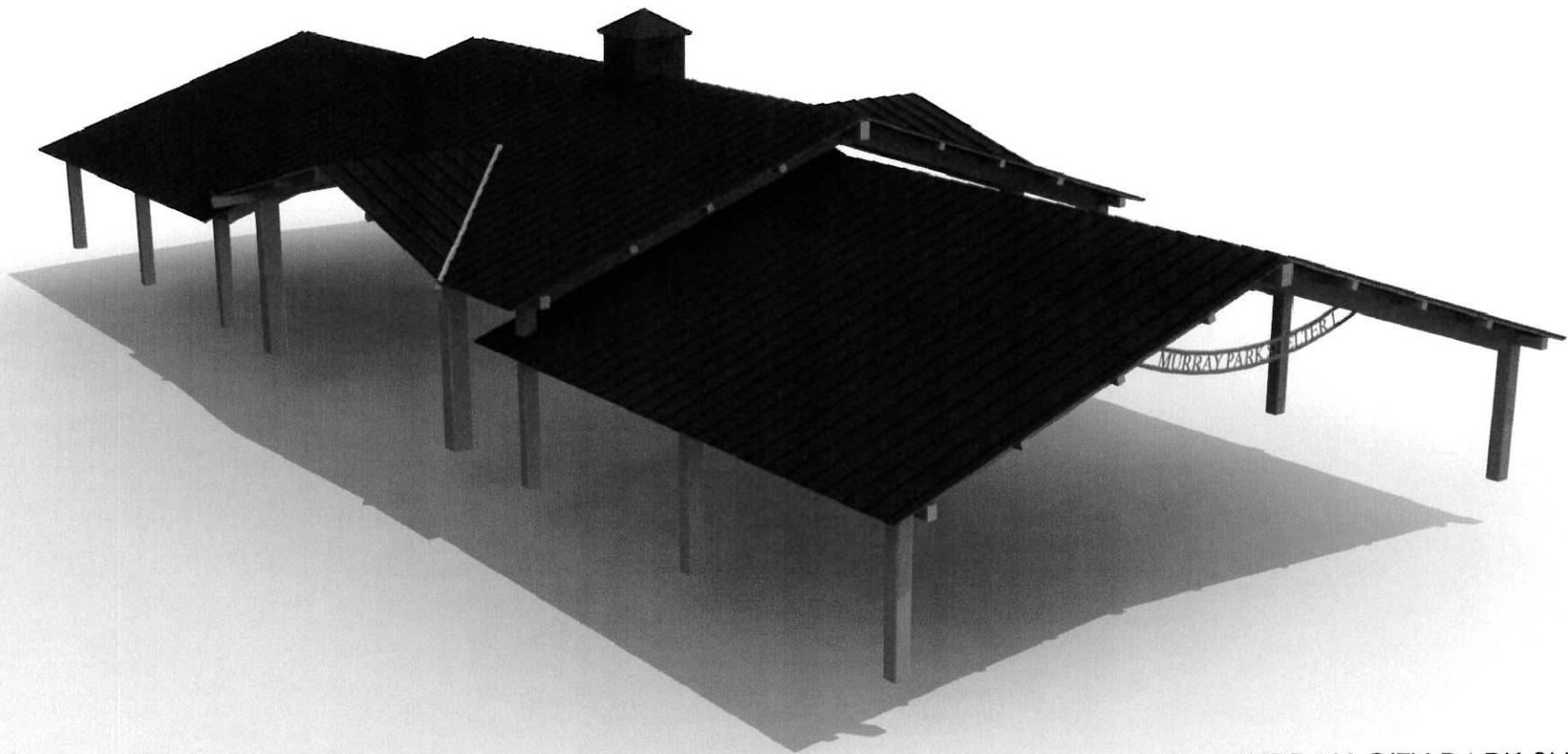


# Map 3: Park Search and Opportunity Areas





**poligon®**

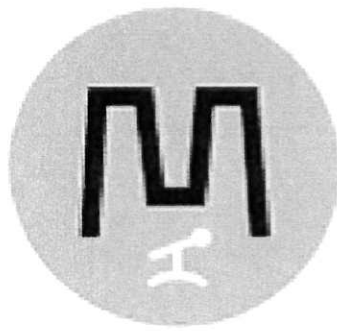


FRAME COLOR: **SURREY BEIGE**  
ROOF COLOR: **TUDOR BROWN**

COLORS SHOWN ARE FOR REFERENCE ONLY.  
CONTACT [INFO@POLIGON.COM](mailto:INFO@POLIGON.COM) TO REQUEST ACTUAL COLOR SAMPLES.

**MURRAY CITY PARK SHELTERS**

MURRAY, UT  
GABLE 45X105



**MURRAY**  
CITY COUNCIL

# Discussion Item #2



**MURRAY**


# Parks and Recreation Department

## Noise ordinance amendment

### Council Action Request

Committee of the Whole

Meeting Date: October 15, 2019

<b>Department Director</b> Kim Sorensen	<b>Purpose of Proposal</b> Amendment to noise ordinance 8.16.020.
<b>Phone #</b> 801-264-2619	<b>Action Requested</b> Amend ordinance to allow golf course maintenance and operation in early morning hours.
<b>Presenters</b> Kim Sorensen	<b>Attachments</b> Proposed amendment to ordinance 8.16.020.
	<b>Budget Impact</b> No impact on budget.
	<b>Description of this Item</b> Amendment to noise ordinance that allows an exemption for golf course operations.
<b>Required Time for Presentation</b> 10 Minutes	
<b>Is This Time Sensitive</b> No	
<b>Mayor's Approval</b> 	
<b>Date</b> September 30, 2019	

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

AN ORDINANCE AMENDING SECTION 8.16.020 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO REGULATED NOISES UNDER THE CITY'S NOISE CONTROL ORDINANCE TO EXEMPT GOLF COURSES WITHIN THE CITY.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1. Purpose.* The purpose of this Ordinance is to amend section 8.16.020 of the Murray City Municipal Code relating to regulated noises under the City's noise control ordinance to exempt golf courses within the City.

*Section 2. Amendment.* Section 8.16.020 of the Murray City Municipal Code shall be amended to read as follows:

**8.16.020: REGULATED NOISE:**

It shall be unlawful to cause, permit or perform the following acts between the hours of ten o'clock (10:00) P.M. and seven o'clock (7:00) A.M. within the City when such acts create a noise disturbance within a residential area:

A. Loading Operation: To load, unload, open, close, or otherwise handle boxes, crates, containers, building materials, garbage containers or similar objects.

B. Construction Work: To operate any tools or equipment used in construction, drilling, repair, alteration or demolition work on buildings, structures or streets.

C. Power Equipment: To operate any mechanically powered saw, drill, sander, grinder, lawn or garden tool, lawn mower or other similar device, other than powered snow removal equipment.

D. Garbage Collection: To collect garbage, waste or refuse.

E. Loudspeakers: To operate or use any loudspeaker, public address system, or mobile sound vehicle amplifying sound therefrom.

F. Radios: To operate or play any radio, television, musical instrument or similar audio device. (Ord. 17-25)

G. Golf Course Exemption: Any public golf course operating within the City shall be permitted to begin operations at 5:30 A.M. any weekday or weekend without violating the provisions of this Chapter.



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

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

MURRAY CITY MUNICIPAL COUNCIL

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

ATTEST:

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

Transmitted to the Office of the Mayor of Murray City on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MAYOR'S ACTION: Approved

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
D. Blair Camp, Mayor

ATTEST:

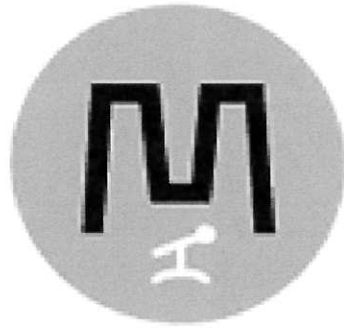
\_\_\_\_\_  
Jennifer Kennedy, City Recorder

## CERTIFICATE OF PUBLICATION

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

---

Jennifer Kennedy, City Recorder



**MURRAY**  
CITY COUNCIL

# Discussion Item #3





**MURRAY**


## Mayor's Office

### Cost Sharing Agreement with Salt Lake County for Swimming Pool

#### Council Action Request

Committee of the Whole

Meeting Date: October 15, 2019

<b>Department</b> <b>Director</b> Mayor Blair Camp  <b>Phone #</b> 801-264-2600  <b>Presenters</b> Doug Hill, Chief Administrative Officer          <b>Required Time for Presentation</b> 10 Minutes  <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b>   <b>Date</b> October 1, 2019	<b>Purpose of Proposal</b> Discuss Salt Lake County's proposal to phase out cost sharing for the swimming pool at The Park Center  <b>Action Requested</b> Consider Approval of Interlocal Agreement  <b>Attachments</b> Letter; Resolution; Draft Interlocal Agreement; 1970, 1991, and 2004 Interlocal Agreements  <b>Budget Impact</b> The City's General Fund has received \$40,000 annually since 2004. This will reduce to \$30,000, \$20,000, and \$10,000 over the next three years.  <b>Description of this Item</b> The City entered into a cost sharing Agreement with Salt Lake County in 1970 for city-owned swimming pools. The Interlocal Agreement with Salt Lake County terminated on July 31, 2019. Mayor Camp asked Mayor Wilson to extend the Agreement. The County agreed to only extend the Agreement three years with a reduction in funding of \$10,000 each year.
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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AMENDMENT 1 TO THE 2004 INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY ("CITY") AND SALT LAKE COUNTY ("COUNTY") REGARDING THE SHARING OF COSTS FOR LIFEGUARDS AT THE MURRAY HIGH SCHOOL SWIMMING POOL.

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 the Murray School District 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, the Parties entered into an agreement on September 30th, 1970, relative to the care, control, and financing of the swimming pool at Murray High School (the Facility"); and

WHEREAS, in 1991, the Parties replaced the 1970 agreement as it pertained to practices, procedures, lifeguards, and payment by the County for the use of the Facility; and

WHEREAS, in 2004, the Parties replaced the 1991 Agreement regarding the sharing of costs of lifeguards at the Murray High School Swimming Pool, and noted that when the Murray High School was rebuilt, it was decided that the Murray High School Swimming Pool would be constructed in the City's Park Center (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to extend the termination date, to terminate the Agreement effective December 31, 2022, and to establish new payments for the County for the years 2020, 2021, and 2022 as outlined in Amendment 1 to the Interlocal Agreement which is attached as Exhibit "A" ("Amendment 1").

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MURRAY CITY MUNICIPAL COUNCIL

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

ATTEST

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



# EXHIBIT "A"

**Amendment 1 to the interlocal cooperation agreement between Salt Lake County, ~~Murray School District~~, and Murray City Corporation regarding the ~~Murray High School~~ swimming pool at ~~Murray High School~~ the Murray City Park Center.**

\*\*\*

**THIS FIRST AMENDMENT**, effective 1 January, 2020 amending Salt Lake County Agreement ML2192C **SG04009C** (the "Agreement") between Salt Lake County, hereinafter referred to as the "County," and Murray City Corporation, hereinafter referred to as the "City," ~~and Murray School District, the "District."~~ The County, ~~the District~~, and the City may be referred to jointly as the "Parties."

**RECITALS:**

- A. The ~~p~~**P**arties are "public agencies" authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., Utah Code Annotated, to enter into agreements with each other for joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage.
- B. The ~~p~~**P**arties entered into an agreement on September 30th, 1970, relative to the care, control, and financing of the swimming pool at Murray High School (the Facility");
- C. In 1991, the ~~p~~**P**arties replaced the 1970 agreement as it pertained to practices, procedures, lifeguards, and payment by the County for the use of the Facility.
- D. **In 2004, the Parties replaced the 1991 agreement regarding the sharing of costs of lifeguards at the Murray High School Swimming Pool, and noted that when the Murray High School was rebuilt, it was decided that the Murray High School Swimming Pool would be constructed in the City's Park Center (the "Agreement").**
- E. The Parties now desire to terminate the Agreement, effective December 31, 2022, and to establish new payments for the County for 2020, 2021, and 2022.

**AMENDMENT**

THEREFORE, the parties agree to the following:

- I. **Effective for calendar years 2020, 2021, and 2022 only, ~~Section 4~~ Paragraph 1 of the Agreement is hereby modified to read as follows:**

- 4. The County shall pay the ~~District~~ **City** as follows:

2020: Salt Lake County pays \$30,000

2021: Salt Lake County pays \$20,000

2022: Salt Lake County pays \$10,000 (last year of agreement)

These payments are for the purpose of providing lifeguards at the Murray High School Swimming pool during non-school hours. Payment shall be made on or before April 1<sup>st</sup> of each calendar year.

**II. ~~Section 8~~ Paragraph 6 of the Agreement is hereby amended to read as follows:**

**86.** The term of this agreement shall be for ~~thirty-two~~ **eighteen** (32**18**) years commencing ~~January 1st, 1991~~ and terminating December 31st, 2022.

**III. All Parts, Paragraphs, Sections, Attachments, and other provisions of the Agreement and the underlying Agreement not specifically modified by this Amendment No. 1 shall be the same and remain in full force and effect.**

IN WITNESS WHEREOF, the parties have executed this First Amendment effective the day and year set forth above.

**Salt Lake County**

By: \_\_\_\_\_  
Mayor Jennifer Wilson or Designee

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

Division Approval

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

Approved as to form:

**Murray School District**

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

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

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

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

Approved as to form:

\_\_\_\_\_  
~~Attorney for Murray School District~~

**Murray City Corporation**

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

**Mayor D. Blair Camp**

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

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

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

Approved as to form:

\_\_\_\_\_  
Attorney for Murray City Corporation



MURRAY HIGH SCHOOL SWIMMING POOL OPERATION AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of Sept., 1970, by and between the BOARD OF EDUCATION OF MURRAY CITY SCHOOL DISTRICT, hereinafter called the School Board, the BOARD OF COMMISSIONERS OF MURRAY CITY, hereinafter called the City, and the BOARD OF COMMISSIONERS OF SALT LAKE COUNTY, UTAH, hereinafter called the County.

IT IS AGREED among the parties as follows:

1. Having jointly financed the capital costs of a swimming pool and auxiliary area unit (swimming pool, pool dressing room facilities, and two exercise rooms), hereinafter called the Swimming Pool Unit, constructed at Murray High School, the following general operating procedures and policies will apply.

2. The City, County and School Board shall:

Insure that in general the Swimming Pool Unit shall be independent of the school building in utilities and heating. It shall be a year-round pool for the benefit of the students and citizens in the area, and shall be the property of the School Board subject to the terms of this Agreement relating to operation and maintenance.

3. Control of Swimming Pool Unit.

(a) There is hereby created a Swimming Pool Policy Committee which shall consist of nine members: Two members shall be appointed by the School Board; two members shall be appointed by the City Commission; one member shall be appointed by the Salt Lake County Commission. The other four members shall be selected by the five previously appointed mem-

(b) The members appointed by the City, County and School Board shall serve at the pleasure of the appointing agency; the other four members shall serve until expiration of term or resignation. Vacancies shall be filled by the appointing agency or group that appointed the departing member.

#### 4. Statement of Operation.

The Swimming Pool Unit shall be operated, repaired and maintained by the School Board in accordance with policies established by the Swimming Pool Policy Committee, and shall include the following responsibilities:

(a) The School Board with the approval of the City Commission shall designate a pool manager to serve at their pleasure. During school hours the Swimming Pool Unit shall be under the direction of the School Principal. During non-school hours the Swimming Pool Unit shall be supervised by the Pool Manager under the direction of the Policy Committee. Assistants may be appointed by the School Board with the approval of the City Commission as needed to maintain proper control and supervision of the facilities. The Swimming Pool Unit shall be operated and maintained in compliance with rules of the State and local Boards of Health and with statutes and ordinances of the State of Utah and Murray City.

(b) The Policy Committee shall work out arrangements and procedures regarding scheduling, staffing and supervision, maintenance, admission charges and rentals, insurance, and the detailed financial operation and accounting for the Swimming Pool Unit. All such agreements and procedures shall be subject to ratification by the School Board and City Commission.

All admission fees and other revenues from the Swimming Pool Unit operation shall be applied against the operating expenses of the Unit. Any profit from the Swimming Pool Unit operation may be used by the Policy Committee in the operation of the facility.

(d) The School Board and the City shall pay as consideration for their continued use of the Swimming Pool Unit their proportionate share, based upon the hours of use of the facilities by each party of all expenses incurred by the Swimming Pool Unit for such expenses as maintenance, operation, supervision and insurance. The County shall be liable only for the cost of lifeguard personnel as needed during non-school hours. The City shall be liable for pro-rated costs of operation of community use, and the School Board for hours of school use.

(e) In order to commence financing of the operation, there shall be established a swimming pool operation revolving fund. The School Board and City Commission shall jointly agree as to the amount that each will deposit in the fund. These monies may be pro-rated against costs for each party, according to the jointly agreed upon formula at the end of the fiscal year.

(f) Generally, the Swimming Pool Unit shall be reserved for school activities during the school days from 8:00 a.m. to 5:00 p.m., and for community use from 6:00 p.m. to 10:00 p.m., and on non-school days from 8:00 a.m. to 10:00 p.m. The schedule may be varied to meet the needs of the regularly scheduled high school athletic program and other special needs of the school district, City or County. Changes in the schedule will be cleared ten days in advance except in cases of extreme

prepare rules and regulations governing the conduct and use of the Swimming Pool Unit by patrons during the period of non-school hours by the community. Standards established by the School Board for the use of school buildings shall apply, and all such rules and regulations shall be subject to ratification by the School Board and City Commission. The School Board will formulate and prepare general rules and regulations governing the conduct and use of the Swimming Pool Unit by students during school hours and school use.

5. The provisions of the Agreement shall be reviewed at the end of the first year of operation and periodically thereafter upon the request of any one of the parties to this Agreement.

6. This Agreement shall expire fifty (50) years from date hereof, and unless renewed by the parties, the School Board may thereafter operate the Swimming Pool Unit without reference to this Agreement.

IN WITNESS WHEREOF, the School Board by authority of a resolution of its duly authorized Board, the City by authority of a resolution of its duly authorized Board of Commissioners, and the County by authority of a resolution of its duly authorized Board of Commissioners, have caused these presents to be executed the day and year first hereinabove mentioned.

BOARD OF EDUCATION OF MURRAY  
CITY SCHOOL DISTRICT

By: Brian D. Stincham

ATTEST:

BOARD OF COMMISSIONERS OF  
MURRAY CITY, UTAH

Alvin A. Mahoney Secy.

Wm E. D.





A# 941

# Salt Lake County Board of Commissioners

RECEIVED  
AUG 29 1991  
MAYOR'S OFFICE

E. James Bradley, Chairman  
Randy Horiuchi  
D. Michael Stewart

August 20, 1991

Mayor Lynn Pett  
Murray City Hall  
P. O. Box 7520  
Murray, UT 84107

Dear Mayor Pett:

For the last several weeks we have been negotiating with your city regarding the terms and conditions of providing lifeguard services at the Murray Pool. In the past this has been a mutually beneficial relationship.

One point of contention in the negotiations has been the inclusion in the proposed contract of a non-funding clause. This is a standard contract item which we include in all of our agreements.

Even though the non-funding clause will be included in the contract, we want to assure you that as the Board of County Commissioners we do not intend to invoke the non-funding clause and discontinue services. We will also strongly urge future commissioners to take this position. The provision of recreation services in cooperation with your city is a top priority, one which we intend to continue in spite of possible reductions in other programs.

We hope this provides you with the assurances you need in entering into this agreement. We look forward to other cooperative service arrangements.

Sincerely,

Handwritten signature of E. James Bradley in cursive script.

Commissioner E. James Bradley

Handwritten signature of Randy Horiuchi in cursive script.

Commissioner Randy Horiuchi

Handwritten signature of D. Michael Stewart in cursive script.

Commissioner D. Michael Stewart

BCC/KDS/em

cc: Parks & Recreation  
County Attorney

A#9141  
9/27/91MURRAY HIGH SCHOOL  
SWIMMING POOL AGREEMENT

THIS AGREEMENT, entered into this 18<sup>th</sup> day of Sept., 1991, by and between SALT LAKE COUNTY, a body politic of the State of Utah, for its Division of Parks and Recreation, hereinafter referred to as "COUNTY"; MURRAY SCHOOL DISTRICT, a body politic of the State of Utah, hereinafter referred to as "DISTRICT"; and MURRAY CITY CORPORATION, a body politic of the State of Utah, hereinafter referred to as "CITY".

## W I T N E S S E T H:

WHEREAS, the parties entered into an agreement on September 30, 1970, relative to the care, control, and financing of the swimming pool at Murray High School; and

WHEREAS, during the past twenty (20) years, changes in practices and procedures have occurred at the pool; and

WHEREAS, the parties desire and do hereby incorporate current practices and policies through the execution of this agreement.

NOW, THEREFORE, the parties agree as follows:

1. The COUNTY shall assume no responsibility for the maintenance, management, control, and operation of the Murray High School swimming pool. The DISTRICT and/or the CITY shall be responsible for formulating rules and regulations governing the

conduct of staff and use of the swimming pool by patrons.

2. Generally, the pool will be available for public use during non-school hours, which during the school year is Monday through Friday, 6:00 a.m. to 7:00 a.m.; 2:30 p.m. to 10:00 p.m.; Saturday, 8:00 a.m. to 6:00 p.m. During the summer, the hours are Monday through Friday, 6:00 a.m. to 10:00 p.m.; Saturday, 8:00 a.m. to 6:00 p.m. The schedule may be varied to meet the needs of the regularly scheduled high school athletic program and other special needs of the school district, city or county.

3. The DISTRICT and/or the CITY will assume full responsibility for hiring, training, scheduling, and supervising lifeguards and swimming pool staff. The COUNTY shall not be required to provide lifeguards during school hours.

4. COUNTY shall pay the DISTRICT THIRTY-ONE THOUSAND DOLLARS (\$31,000) per year for the term of this agreement, except as stated below for the purpose of providing lifeguards at the Murray High School swimming pool during non-school hours. The above amount does not include costs for providing swimming instruction. To ascertain actual costs, the COUNTY may request a report from DISTRICT detailing salaries, hourly rates, hours worked, etc., of lifeguards during non-school periods. Payment shall be made within thirty (30) days after this agreement has been signed by all parties, for the first year period, commencing January 1, 1991 to December 31, 1991, and shall be made on or before April 1 in subsequent years. The \$31,000 for 1991 shall be reduced by those amounts that COUNTY has already paid or become obligated to pay for

lifeguard services rendered prior to the execution of this agreement. The \$31,000 payment for lifeguard services shall be increased cumulatively at the first of each calendar year to reflect any general cost of living increase granted to COUNTY temporary seasonal workers during the preceding year.

5. Should, for any reason, the Murray High School swimming pool close for general use in excess of thirty consecutive regularly scheduled days during any calendar year, COUNTY's yearly payment shall be reduced on a pro-rata basis to the extent of the number of days the pool is closed.

6. Any fees collected for use of the pool by community patrons may be retained by the DISTRICT.

7. The COUNTY shall not be liable for damages or claims arising out of the operation, maintenance, and supervision of the pool. The parties hereto agree that agents, employees or representatives of each party shall not be deemed to be the agents, employees, or representatives of the other.

8. The term of this agreement shall be for thirty (30) years, commencing January 1, 1991, and terminating December 31, 2020.

9. It is understood and agreed by the parties hereto that funds are not presently available for the performance of this agreement by the parties beyond the close of each parties' current fiscal year. Each parties' obligation for performance of this agreement beyond the end of their fiscal year is contingent upon funds being appropriated for payments due under this agreement. In



the event that no funds or insufficient funds are appropriated and budgeted in any fiscal year by any party for payments due under this agreement, for the current or any succeeding fiscal year, this agreement shall create no obligation on that party as to such current or succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, or, in the event of a reduction in appropriations, on the last day before the reduction becomes effective, except as to those portions of payments herein then agreed upon for which funds shall have been budgeted and appropriated. Said termination for lack of funds shall not be construed as a breach of this agreement or an event of default under this agreement, and said termination shall be without penalty, additional payments, or other expense to the parties of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of any party as to this agreement, or any portion thereof, which may so terminate and become null and void.

10. The parties to this agreement, all being political subdivisions of the state of Utah, recognize that they cannot obligate future year revenues without violating the letter and spirit of Article XIV, Section 3, of the Constitution of Utah, which prohibits the creation of debt by cities, counties, and school districts unless such debt has been approved by the qualified voters therein. Accordingly, the non-funding clause contained in the paragraph preceding this one is included in this

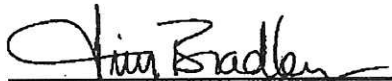
agreement in order to meet the letter and spirit of the above-referenced constitutional provisions. Each party hereto, however, represents to the other that it has no present intention of not seeking that appropriate funds be budgeted and appropriated to meet its obligations under this agreement. Each party further represents that it shall, during the term of this agreement, include in its budget request submitted to its appropriate governing body an amount sufficient to meet its obligations under this agreement.

11. This agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agreements for either party that are not contained in this written contract shall be binding or valid; and this agreement may not be enlarged, modified or altered except in writing, signed by the parties.


IN WITNESS WHEREOF, the parties have subscribed their names and seals on the day and year first above written.

SALT LAKE COUNTY

By:

  
E. JAMES BRADLEY, Chairman  
Board of County Commissioners


ATTEST:

  
SHERRIE SWENSEN,  
Salt Lake County Clerk

Jp;WP-Murray

APR 11 2001 10:10 AM

Salt Lake County Attorney's Office

By:   
Deputy County Attorney  
Date: 22 Aug 91

02

MURRAY CITY CORPORATION

By: *Lynn F. Pett*  
LYNN F. PETT, Mayor

ATTEST:



MURRAY SCHOOL DISTRICT BOARD OF  
EDUCATION

By: *Laura L. Baker*  
Title: President

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE)

On the 9<sup>th</sup> day of September, 1991, personally  
appeared before me Lauren Baber, the signer of the  
above instrument, who duly acknowledged to me that s/he executed  
the same.

Traci L. Ramirez  
NOTARY PUBLIC, residing in  
Salt Lake County, State of Utah

(SEAL)

My Commission Expires

Oct. 14, 1991







**SALT LAKE COUNTY  
PARKS AND RECREATION DIVISION**

2001 S State St #S4700  
Salt Lake City, Utah 84190-2600  
Telephone (801) 468-2299

**GLEN LU**  
Director

**D. MICHAEL STEWART**  
Commissioner

**CHRIS SEGURA**  
Director, Human Services

September 24, 1991

Murray Adult & Community Education  
5440 So State Street  
Murray Ut 84107

Attn: Ms. Toni Geddes,  
Coordinator

**RE: MURRAY HIGH SWIMMING POOL AGREEMENT**

Dear Ms. Geddes:

Attached please find your copy of County Contract #ML2192C. This is the completed contract for the Murray High Swimming Pool.

If you have any questions, please contact me.

Sincerely,

Mike Peterson,  
Associate Director  
SALT LAKE COUNTY PARKS & RECREATION

MP/ms



**RECREATION**  
2001 S State St #S4900  
468-2560  
Mike Peterson  
Associate Division Director

**PARK OPERATIONS**  
3383 South 300 East  
483-5473  
Bruce Henderson  
Director

**PLANNING AND DEVELOPMENT**  
2001 S State St #S4700  
468-2299  
Emery Crook  
Director

Please return original to City Recorder  
P.O. Box 57520  
Murray, UT 84157-0520  
801-264-2660

INTERLOCAL AGREEMENT  
BETWEEN  
SALT LAKE COUNTY AND MURRAY CITY CORPORATION  
REGARDING THE SHARING OF COSTS FOR LIFEGUARDS  
AT THE MURRAY HIGH SCHOOL SWIMMING POOL

SALT LAKE  
COUNTY CONTRACT NO.

SE04009C

THIS AGREEMENT is made and entered into this 12 day of October, 2004 by and between SALT LAKE COUNTY ("County"), a body corporate and politic of the State of Utah and MURRAY CITY CORPORATION ("City"), a municipal corporation of the State of Utah.

WITNESSETH:

WHEREAS, the County has, for the past thirteen years, shared in the costs of providing lifeguards at the Murray High School Swimming Pool; and

WHEREAS, the Murray High School Swimming Pool has, in the past thirteen years, been made available for use by the public for recreational programs in the County; and

WHEREAS, when the Murray High School was rebuilt, it was decided that the Murray High School Swimming Pool be constructed in the City's Park Center; and

WHEREAS, Murray High School paid approximately \$2 million towards the use and construction of the Murray High School Swimming Pool in the City's Park Center; and

WHEREAS, the Murray High School Swimming Pool in the City's Park Center is available for public use subject to scheduled use by the Murray High School; and

WHEREAS, the County wants to continue to share costs for lifeguards at the Murray High School Swimming Pool.

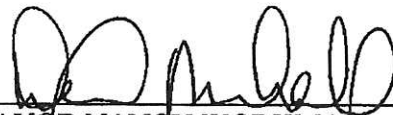
THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the City and the County agree as follows:

1. The County shall pay to the City Forty Thousand Dollars (\$40,000.00) each year during the term of this Agreement for the purpose of providing lifeguards at the Murray High School Swimming Pool located at the City's Park Center. Payment shall be made within thirty days after execution of this Agreement for the first year period commencing September 1, 2004 and ending July 31, 2005 and shall be made on or before September 1 in subsequent years. Payment shall be subject to annual appropriation of funds by the County Council.
2. If, for any reason, the Murray High School Swimming Pool is closed for general use in excess of thirty consecutive regularly scheduled days during any calendar year, the County's annual payment shall be reduced on a pro rata basis to the extent of the number of days the Murray High School Swimming Pool is closed.
3. Any fees collected for use of the Murray High School Swimming Pool by the City shall be retained by the City.
4. The County shall assume no responsibility for the maintenance, management, control and operation of the Murray High School Swimming Pool. The City will assume full responsibility for hiring, training, scheduling and supervising lifeguards at the Murray High School Swimming Pool.
5. The Murray High School Swimming Pool will be available to the public taking into consideration the needs of the Murray High School Athletic Programs.
6. The term of this Agreement shall be for fifteen years commencing September 1, 2004 and terminating July 31, 2019.

7. There is no separate legal entity created by this Agreement.
8. No real or personal property is acquired by this Agreement.
9. The County shall not be liable for damages or claims arising out of the operation, maintenance and supervision of the Murray High School swimming pool. The parties agree that the agents, employees or representatives of each party shall not be deemed to be the agents, employees, or representatives of the other.
10. Both parties are governmental entities under the Utah Governmental Immunity Act ("Act"), Utah Code Annotated Title 63 Chapter 30. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither party waives any defenses otherwise available under the Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SALT LAKE COUNTY



MAYOR NANCY WORKMAN  
Or Designee

Approved as to Form and Legality



BRENT H. CAMERON  
DEPUTY DISTRICT ATTORNEY

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



STATE OF UTAH )

:SS

County of Salt Lake )

On this 12 day of October, 2004, personally appeared before me David Marshall, who being duly sworn, did say that he/she is the Chief Administrative Officer of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.



Karen R. Lowe  
NOTARY PUBLIC  
Residing in Salt Lake County

MURRAY CITY CORPORATION

[Signature]  
MAYOR DANIEL C. SNARR

ATTEST:

[Signature]  
MURRAY CITY ATTORNEY

APPROVED AS TO CONTENT

[Signature]

Approved as to Form and Legality

[Signature]  
MURRAY CITY ATTORNEY

Date: 9-12-04

Approved as to the Availability of Funds  
Murray City Finance Division

[Signature]  
Budget Officer

Contract SG-C4009C  
Salt Lake County

## SALT LAKE COUNTY RESOLUTION

RESOLUTION NO. 3644September 28, 2004INTERLOCAL AGREEMENT WITH  
MURRAY CITY FOR  
MURRAY HIGH SCHOOL SWIMMING POOL LIFEGUARDS

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, Salt Lake County and Murray City are local government units under the laws of the State of Utah; and

WHEREAS, they are authorized, by the Utah Interlocal Cooperation Act, § 11-13-101, et. seq., U.C.A., 1953 as amended, to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, an agreement has been prepared which provides for lifeguard services for the protection of the residents of Salt Lake County at the Murray High School Swimming Pool; and

WHEREAS, the Murray High School Swimming Pool will be available to the public; and

WHEREAS, the County Council has authorized payment of \$40,000 yearly for 15 years for the provision of lifeguard services at the Murray High School Swimming Pool.

NOW, THEREFORE, BE IT RESOLVED by the Salt Lake County Council that the aforementioned agreement be approved and the Mayor is hereby authorized to execute the same.

APPROVED and PASSED this 28<sup>th</sup> day of September, 2004.

SALT LAKE COUNTY COUNCIL

By:   
STEVE HARMSSEN, Chair

ATTEST:

  
Salt Lake County Clerk

APPROVED AS TO FORM:

  
Deputy District Attorney  
kkg/resolu-murraypoollifeguards7-04-kth

#### RESOLUTION HISTORY

Councilman Ashton voting	<u>Absent</u>
Councilman Bradley voting	<u>"Aye"</u>
Councilman Harmsen voting	<u>"Aye"</u>
Councilman Hatch voting	<u>"Aye"</u>
Councilman Hendrickson voting	<u>"Aye"</u>
Councilman Horiuchi voting	<u>"Aye"</u>
Councilman Jensen voting	<u>Absent</u>
Councilman Skousen voting	<u>Absent</u>
Councilman Wilde voting	<u>"Aye"</u>



MURRAY CITY CORPORATION  
CITY ATTORNEYS' OFFICE

801-264-2640 FAX 801-264-2641

September 28, 2004

**RECEIVED**  
SEP 30 2004

DISTRICT ATTORNEY  
CIVIL DIVISION

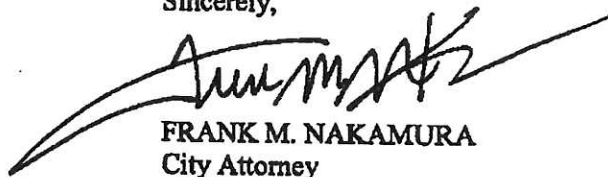
Salt Lake County District Attorney's Office  
Attn: Brent Cameron  
Community Services Unit Chief  
Civil Division  
2001 South State Street, S3600  
Salt Lake City, Utah 84190-1210

Re: Interlocal Agreement between Murray City and Salt Lake County  
Regarding Life Guards at the Murray High School Swimming Pool

Dear Brent:

Enclosed is an Interlocal Agreement (in duplicate) between Salt Lake County and the City regarding the sharing of cost for Life Guards at the Murray High School Swimming Pool. The Interlocal Agreement has been executed by the City and approved by the Murray City Municipal Council. Please secure the County's signatures and forward a fully executed original to this office. Thank you for your cooperation in this matter.

Sincerely,



FRANK M. NAKAMURA  
City Attorney

FMN:ca

Enclosure





MURRAY CITY CORPORATION  
OFFICE OF THE MAYOR

D. Blair Camp, Mayor  
801-264-2600

March 12, 2019

Mayor Jenny Wilson  
Salt Lake County  
2001 South State Street, Suite N2-100  
Salt Lake City, Utah, 84114

Dear Mayor Wilson,

Attached is an Interlocal Agreement between Salt Lake County and Murray City for the operation of the two swimming pools located in Murray Park. This Interlocal Agreement expires on July 31, 2019. I am requesting that the county and city enter into a new Agreement with similar terms, continuing this long-standing collaboration.

Salt Lake County has constructed and maintains several pools and recreation centers in cities other than Murray. Because the city has constructed and maintains its own pools, the County has not had to provide similar facilities in and around the Murray area. As a result, the city believes it has saved the county significant dollars over many years.

As illustrated in the Salt Lake County 2015 Parks and Recreation Facilities Master Plan, using the 3-mile service area radius, Murray pools serve residents in Holladay, Cottonwood Heights, Midvale, Taylorsville, South Salt Lake and Millcreek. Murray allows all residents of the county to use its pools and participate in swimming programs for the same rate as Murray residents. In fact, 31% of all participants in our swimming programs live outside of the city. Approximately 45,000 visitors frequent the outdoor pool and 40,000 visit the indoor pool each year with many of these visitors (unknown) living outside of Murray's boundaries.

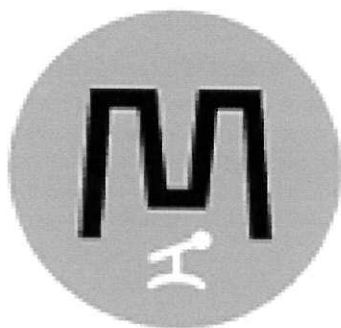
Murray City appreciates the county's annual contribution and I hope you will continue this partnership for years to come. Please let me know your thoughts.

Thank you for your consideration and support.

Sincerely,

Mayor D. Blair Camp

Cc: Councilmember Richard Snelgrove  
Councilmember Aimee Winder Newton  
Holly Yocum, Community Services Department Director  
Martin Jensen, Salt Lake County Parks and Recreation Director



**MURRAY**  
CITY COUNCIL

**Adjournment**