

MURRAY
CITY COUNCIL

Council Meeting January 21, 2020



Murray City Municipal Council

Notice of Meeting

January 21, 2020

Murray City Center

5025 South State Street, Murray, Utah 84107

Meeting Agenda

3:45 p.m. **Committee of the Whole** – Council Chambers
Dale Cox conducting

Approval of Minutes

None scheduled.

Discussion Items

1. Murray Area Chamber of Commerce Report – Stephanie Wright (15 minutes)
2. Utah Valley University Students Architecture Study – Professor Barker (60 minutes)
3. UDOT Transportation Funds Agreement – Danny Astill (10 minutes)
4. Federal Highway Funds Vine Street Project – Danny Astill (10 minutes)
5. Waive Construction Fees for General Fund Projects – Melinda Greenwood (10 minutes)

Announcements

Adjournment

5:45 p.m. **Redevelopment Agency Meeting** – Council Chambers (Separate agenda.)

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

6:30 p.m. **Council Meeting** – Council Chambers
Brett Hales conducting.

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

Council Meeting – January 7, 2020

Special Recognition

1. Murray City Council **Employee of the Month, Chris Zawislak, Senior Civil Engineer** –
Danny Astill and Brett Hales

Citizen Comments

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

Consent Agenda

1. Consider approval of Mayor's appointment of **Dustin Matsumori** to the **Murray City Ethics Commission** for a three-year term beginning February 2020 through January 2023. Mayor Camp presenting.

Public Hearings

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

1. Consider an ordinance amending the City's Fiscal Year 2019-2020 Budget. Brenda Moore presenting.

Business Items

1. Consider a resolution approving an Interlocal Cooperation Agreement between the City and Utah Department of Transportation ("UDOT") for Transportation Alternative Program ("TAP") Funds to install sidewalk along Cedar Street from 6100 to 6200 South. Danny Astill presenting.
2. Consider a resolution approving an Interlocal Cooperation Agreement between the City and the Utah Department of Transportation to receive financing from the Federal-Aid Highway Funds for the roadway project at Vine Street; 1300 East to Van Winkle. Danny Astill presenting.
3. Consider an ordinance amending Section 15.08.030 of the Murray City Municipal Code relating to waiving construction related fees for General Fund projects. Melinda Greenwood presenting.
4. Consider a resolution in support of ratification by the State of Utah of the Equal Rights Amendment to the United States Constitution. Kat Martinez presenting.

Mayor's Report and Questions

Adjournment

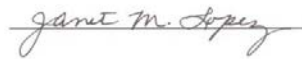
NOTICE

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.

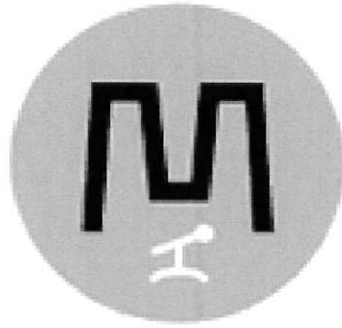
SPECIAL ACCOMMODATIONS FOR THE HEARING OR VISUALLY IMPAIRED WILL BE MADE UPON A REQUEST TO THE OFFICE OF THE MURRAY CITY RECORDER (801-264-2663). WE WOULD APPRECIATE NOTIFICATION TWO WORKING DAYS PRIOR TO THE MEETING. TTY is Relay Utah at #711.

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 Thursday, January 16, 2020, at 4:30 p.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov, and the state noticing website at <http://pmn.utah.gov>.

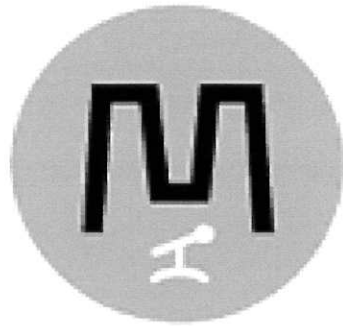
A handwritten signature in cursive script, reading "Janet M. Lopez", written in dark ink.

Janet M. Lopez
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole



MURRAY
CITY COUNCIL

Discussion Item #1



Murray City Council

Chamber of Commerce Report

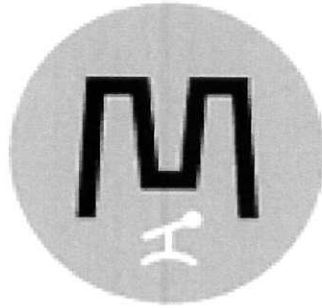
Council Action Request

Committee of the Whole

Meeting Date: January 21, 2020

Department Director Janet M. Lopez	Purpose of Proposal Report and update from the Murray Area Chamber of Commerce.
Phone # 801-264-2622	Action Requested Informational only.
Presenters Stephanie Wright	Attachments None included.
	Budget Impact The Murray City Fiscal Year 2019-2020 Budget includes \$20,200 for the Chamber of Commerce under the Community and Economic Development budget.
Required Time for Presentation 15 Minutes	Description of this Item From the Chamber of Commerce Newsletter: "The Murray Chamber creates synergy among professionals. We facilitate the creation of long lasting business relationships between members that are based on trust, value and cooperation. We provide tools to connect education, service opportunities and interaction between members."
Is This Time Sensitive No	Website: www.murraychamber.org
Mayor's Approval	
Date January 10, 2020	





MURRAY
CITY COUNCIL

Discussion Item #2




Mayor's Office

Utah Valley University Students Architecture Study Report

Council Action Request

Committee of the Whole

Meeting Date: January 21, 2020

Department Director Mayor Camp Phone # 801-264-2600 Presenters Professor Barker and students Required Time for Presentation 1 hour Is This Time Sensitive No Mayor's Approval  Date January 8, 2020	Purpose of Proposal Presentation of class project, "Building Cities that People Love." Action Requested Presentation only Attachments None - See attached email explanation from Professor Barker. Budget Impact None Description of this Item Students from the College of Engineering and Technology at Utah Valley University would like to present information about their project that focused on Murray City architecture.
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Janet Lopez

From: Jennifer Heaps
Sent: Thursday, January 9, 2020 8:28 AM
To: Janet Lopez
Subject: Council documents
Attachments: CAF_COW UVU.pdf; CAF_Funding Vine St.pdf; Chris Zawislak Jan 2020.pdf; C.A.F. Dustin Matsumori.pdf; CAF_Budget Amend.pdf; CAF_Cedar St TAP Funds.pdf

Jan,

Here are the documents for the council meeting on Jan. 21. Also, I'm copying below the information that Professor Barker sent to me about the student presentations.

Jennifer,

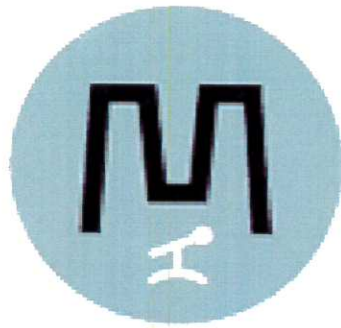
The name of the project is "Building Cities that People Love" Students will be showcasing the best and most architecturally significant buildings and elements located within Murray and presenting reasons for why these examples made an impact and why they should be preserved, not removed. We will also discuss why new development should incorporate these elements to create a strong sense of place and enhance the community. Students each have a 20"x30" display board to showcase, for a total of 16 boards. Additionally, back in August of 2019, students conducted a community survey of what residents like about Murray, and what they dislike. Many good comments came from that survey. We will present and provide those comments to the city for use when considering future developments.

Thanks,

Jennifer Heaps

Chief Communications Officer | Murray City
5025 S. State Street | Murray, Utah 84107
Phone: (801) 264-2605 | jheaps@murray.utah.gov
www.murray.utah.gov





MURRAY
CITY COUNCIL

Discussion Item #3



MURRAY

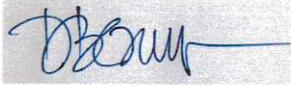
Murray City Public Works

Cooperative Agreement Converted TAP Funds for Local Agency

Council Action Request

Committee of the Whole & Council Meeting

Meeting Date: January 21, 2020

Department Director Danny Astill	Purpose of Proposal Agreement to receive Transportation Alternatives Program (TAP)
Phone # 801-270-2404	Action Requested Review and decision on receiving TAP funds safer sidewalk improvements along Cedar Street.
Presenters Danny Astill	Attachments Cooperative Agreement / Murray City Municipal Council Resolution.
	Budget Impact These fund require a 35% project match which is a good investment.
Required Time for Presentation 10 Minutes	Description of this Item This Cooperative Agreement with UDOT is for TAP funds specifically designated for safer sidewalk projects to provide children with a safe option to walk to school. We had requested money to place sidewalk along one side of Cedar Street, which currently has no sidewalks on either side. This project still needs to be funded, but UDOT would like the City to enter into this agreement so they can commit the money on their books.
Is This Time Sensitive No	
Mayor's Approval 	
Date January 7, 2020	

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") FOR TRANSPORTATION ALTERNATIVE PROGRAM ("TAP") FUNDS TO INSTALL SIDEWALK ALONG CEDAR STREET FROM 6100 TO 6200 SOUTH.

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

WHEREAS, the City and UDOT are "public agencies" as contemplated in Utah Code Ann. § 11-13-101, *et seq.* – Interlocal Cooperation Act; and

WHEREAS, in the interest of the public, it is the desire of the parties on install sidewalk along Cedar Street from 6100 to 6200 South; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by UDOT; and

WHEREAS, it is the intent of UDOT that participation in TAP projects be on a 35% Local, 65% State match basis with a maximum State participation of \$115,766.00; and

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

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

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

DATED this day of , 2020.

MURRAY CITY MUNICIPAL COUNCIL

Dale M. Cox, Chair

ATTEST:

Jennifer Kennedy, City Recorder



State of Utah
Department of Transportation

Cooperative Agreement Converted TAP Funds for Local Agency	Project Description: Install sidewalk along Cedar Street from 6100 to 6200 South Local Agency: Murray City	Charge ID No. 73470
Pin: 18052 Job/ Project: S-R299(365)		Date Executed

THIS COOPERATIVE AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**UDOT**", and Murray City, a political subdivision of the State of Utah, hereinafter referred to as the "**Local Agency**."

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a Alternative Transportation Program described as New Sidewalk; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by **UDOT**; and

WHEREAS, it is the intent of **UDOT** that participation in TAP projects be on a 35% Local, 65% State match basis with a maximum State participation of \$115,766.00; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. The **Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. The **Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the **UDOT** highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **Local Agency** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region 1 Utility and Railroad Leader, telephone number 801-910-2047] or gjenson@utah.gov for assistance in preparing the Reimbursement Agreement.

III. The **Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region 1 Environmental Manager, telephone number 801-910-2010] for assistance with any environmental compliance requirements.

IV. All construction work performed by the **Local Agency** or its contractor within **UDOT** highway right-of-way shall conform to **UDOT's** standards and specifications. For work performed within **UDOT's** right-of-way, the **Local Agency** shall submit plans to **UDOT** for review and approval prior to starting construction. The **Local Agency** shall comply with Utah Administrative Code R930-6 if performing any

work within **UDOT's** right-of-way. Any inspection by **UDOT** does not relieve the **Local Agency** of its obligation to meet the standards and specifications. **Local Agency's** construction may conform to local standards if they are equal to or greater than **UDOT's** standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The **Local Agency** will participate at a minimum of 35% of the total project. **Local Agency's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including **Local Agency's** participation is as follows:

UDOT Funds (Allocated Amount)	\$115,766.00
Local Agency's Funds (Participation Amount)	\$ 62,335.00
Total Project	\$178,101.00

VIII. Upon completion of construction and final inspection by **UDOT**, and upon request of the **Local Agency**, **UDOT** will deliver to the **Local Agency** a lump sum amount of \$115,766.00 or 100% of **UDOT's** funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **Local Agency** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the **Local Agency** a lump sum amount based on the percentages as stated in this Agreement.

IX. The **Local Agency** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. **UDOT** shall have the right to audit all cost records and accounts of the **Local Agency** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **Local Agency** under this Agreement, the **Local Agency** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **Local Agency** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the **Local Agency** agrees to complete the construction by November 19, 2021. If for any reason, the **Local Agency** cannot complete construction by November 19, 2021, the **Local Agency** must request, in writing before May 19, 2021, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **Local Agency**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the **Local Agency's** control. If the request is not approved the **Local Agency** will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the **Local Agency** modifies its project and the modification affects the work, the **Local Agency** will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the **Local Agency** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV. UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

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

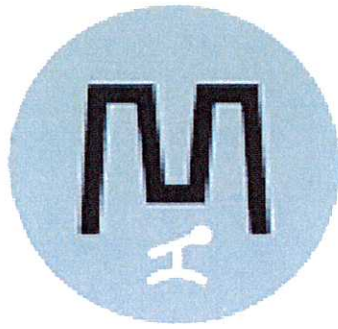
XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

XVIII. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Murray City				Utah Department of Transportation			
By		Date		By		Date	
Title/Signature of Official				Project Manager, Amber Mortensen			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director, Bryan Adams			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller Office			



MURRAY
CITY COUNCIL

Discussion Item #4



MURRAY


Murray City Public Works

Federal Aid Agreement for Local Agency Project

Council Action Request

Committee of the Whole & Council Meeting

Meeting Date: January 21, 2020

Department Director Danny Astill	Purpose of Proposal Agreement to receive Federal Aid on the Vine Street Road Project.
Phone # 801-270-2404	Action Requested Review and Consideration of Receiving Federal Aid Money for our Vine Street Road Project.
Presenters Danny Astill	Attachments Federal Aid Agreement / Murray City Municipal Council Resolution.
Required Time for Presentation 10 Minutes	Budget Impact This agreement will allow us to receive needed funds to complete work on phase I and begin work on the next phase of Vine Street, between 1300 E and Van Winkle.
Is This Time Sensitive No	Description of this Item UDOT has agreed to help fund the widening and improvements of Vine Street between 900 E and Van Winkle. The money allocated for the project requires this agreement, which outlines the total cost agreed upon and our required match. The city is required to follow UDOT procurement policies, and they provide additional oversight and review of the project to ensure the city is following all of the federal and state laws and regulations.
Mayor's Approval 	
Date January 7, 2020	

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION TO RECEIVE FINANCING FROM THE FEDERAL-AID HIGHWAY FUNDS FOR THE ROADWAY PROJECT AT VINE STREET; 1300 EAST TO VAN WINKLE.

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

WHEREAS, the City has a Project ("Project") which consists of roadwork at Vine Street; 1300 East to Van Winkle that will receive funding from the Federal-Aid Highway Funds; and

WHEREAS, Utah Department of Transportation has the responsibility to oversee the Federal Aid Projects to ensure adequate supervision and inspection so the Project is completed in conformance with the approved plans and specifications, including compliance with all Federal requirements; and

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

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

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

DATED this day of , 2020.

MURRAY CITY MUNICIPAL COUNCIL

Dale M. Cox, Chair

ATTEST:

Jennifer Kennedy, City Recorder



State of Utah
Department of Transportation

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	Murray City - Trae Stokes	Maximum Project Value Authorized \$4,826,772
PIN Number 14923 FINET Number 54808 FMIS Number F012312 DUNS Number 073126542	Project Number F-LC35(296) PIN Description Vine Str; 1300 E to Van Winkle - Recon & Widen	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and Murray City "Local Agency", a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of Vine Str; 1300 E to Van Winkle - Recon & Widen, located at Murray City and identified as project number F-LC35(296);

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2020 - 2023

Fund*	Prior	2020	2021	2022	2023	Total	Fed Aid	State	Other	Pct
LOCAL GOVT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
STP_URB_SL	\$0	\$0	\$0	\$4,826,772	\$0	\$4,826,772	\$4,500,000	\$0	\$326,773	6.77%
Total:	\$0	\$0	\$0	\$4,826,772	\$0	\$4,826,772	\$4,500,000	\$0	\$326,773	6.77%

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
 - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
 - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
 - 4. Prepare and process the federal aid agreement before project initiation.
 - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
 - 6. Assist the local agency to process and approve Consultant Pay Requests.
 - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
 - 8. Coordinate to ensure ongoing communication with the local project sponsor.
 - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
 - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
 - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
 - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
 - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
 - 14. Coordinate the UDOT project closeout process.

III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

A. The Local Agency shall assign a representative to serve as the Local Project Manager to:

- 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
- 2. Coordinate with the UDOT Project Manager concerning the funding.
- 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
- 4. Manage the day-to-day activities of the Project as follows:
 - a. Consultant and professional services used on the Project.
 - b. The Local Agency shall recommend and approve consultant pay requests.
 - c. Project scope, schedule, budget, and quality.
 - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 - e. Coordination with the assigned UDOT Project Manager.
 - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
 - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
 - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
 - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
 - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
 - 3) Ensure NEPA Environmental clearances and approvals are obtained.
 - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
 - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
 - 6) Ensure construction standards and specifications are met.
 - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
 - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
 - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
 - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
 - n. Approve the final advertising package and obtain local signature approval advertisement.
 - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
 - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
 - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
 - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
 - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
 - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
 - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. Funding. Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed \$4,826,772 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to Trae Stokes at TSTOKES@MURRAY.UTAH.GOV, the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. Local Agency's Reimbursement Claims. The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 <http://www.gpoaccess.gov/cfr/retrieve.html>.

VI. Federal Aid Project Compliance. Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

VII. Project Authorization for Federal Aid. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

VIII. Indemnity clause. UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

IX. Single Audit Act. The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. Maintenance. The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. Utilities. The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. Availability of Records. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. Right of Way. The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of-way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <http://www.udot.utah.gov/main/f?p=100:pg:::1:T,V:808,34728>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property

acquired with Federal assistance be used for Title 23 eligible projects. Refer to <http://www.gpoaccess.gov/cfr/retrieve.html> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. Change in Scope and Schedule. Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e., MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. UDOT Service Costs. UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVI. Additional Contracting Party. If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. Termination. This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XVIII. Miscellaneous.

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. Content Review

Language content was reviewed and approved by the Utah AG's office on August 16, 2018.

LOCAL AGENCY

By _____

Date _____
Murray City Official

ATTEST Murray City Records Office _____

APPROVED AS TO CONTENT _____
--

FINANCE APPROVED _____

APPROVED AS TO FORM _____

Utah Department of Transportation

By _____
Region Director

Date _____

UDOT Comptroller

By _____
Comptroller's Office

Date _____



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 12/5/2019
PM REQUEST DATE 11/13/2019

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-LC35(296)

PIN No.: 14923

PIN Description: Vine Str; 1300 E to Van Winkle - Recon &
Widen

FINET Prog Code No.: 54808

UDOT Project Manager	UDOT Contract Administrator
Oanh Amber Le-Spradlin 2010 South 2760 West Salt Lake City, UT 84104 (801)975-4819 oanhle@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michaelbutler@utah.gov

Local Government
Murray City 5025 S STATE ST Murray, UT 84157 Trae Stokes, (801) 270-2400 TSTOKES@MURRAY.UTAH.GOV

Project Value	\$4,826,772
Federal Match	\$4,500,000
Local Government Match	\$326,773
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.



Discussion Item #5



MURRAY

Community & Economic Development

Amend Ordinance 15.08.030 Relating to Waiving Construction and Demolition Related Fees for the City's General Fund Projects

Council Action Request

Committee of the Whole & City Council

Meeting Date: January 21, 2020

Department Director Melinda Greenwood Phone # 801-270-2428 Presenters Melinda Greenwood	Purpose of Proposal Amend Section 15.08.030 of the municipal code to waive building permit and demolition fees for General Fund projects. Action Requested Approval of request to amend Ordinance 15.08.030 Attachments Draft Ordinance 15.08.030 Budget Impact None Description of this Item The City has several upcoming General Fund projects which are currently subject to building permit or demolition fees per city code. Some of these projects include the replacement of park pavilions, renovation of Murray Theater, and the new City Hall. Revenues from building permit fees are considered general fund revenues and are used to fund the Building Division and other General Fund items. It is common practice for City's to waive permit fees for their own projects, as state law and accounting principles allow. Charging ourselves building permit fees increases project costs and requires us to unnecessarily shuffle money around between accounts in the General Fund. Staff proposes amending Chapter 18.08.030: Multi-Family Residential and Commercial Fees to include the waiving of
Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval Jennifer Heaps <small>Digitally signed by Jennifer Heaps DN: cn=Jennifer Heaps, o=ou, email=jheaps@murray.utah.gov, c=US Date: 2020.01.10 15:56:14 -07'00'</small> Date January 10, 2020	

Continued from Page 1:

construction and demolition fees for City projects which are funded through General Fund departments.

This ordinance amendment will not not apply to any of the enterprise fund departments.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 15.08.030 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO WAIVING CONSTRUCTION RELATED FEES FOR GENERAL FUND PROJECTS. .

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this Ordinance is to amend section 15.08.030 of the Murray City Municipal Code relating to waving construction related fees for general fund projects.

Section 2. Amendment. Section 15.08.030 of the Murray City Municipal Code shall be amended to read as follows:

15.08.030: MULTI-FAMILY RESIDENTIAL AND COMMERCIAL FEES:

. . .

E. General Fund Department Projects. Construction and demolition-related fees imposed by this section 15.08.030 are hereby waived for General Fund Departments.

. . . .

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 _____, 2020.

MURRAY CITY MUNICIPAL COUNCIL

, Chair

ATTEST:

Jennifer Kennedy, City Recorder

Transmitted to the Office of the Mayor of Murray City on this ____ day of

_____, 2020.

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2020.

D. Blair Camp, Mayor

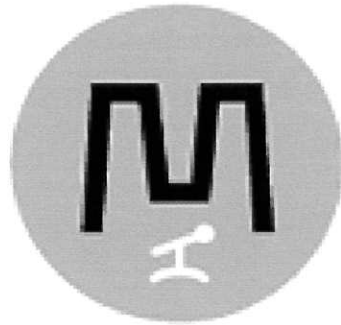
ATTEST:

Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

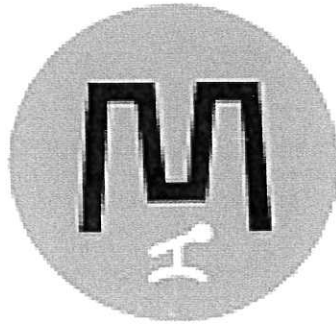
I hereby certify that this Ordinance or a summary hereof was published according to law on the ____ day of _____, 2020.

Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

Adjournment

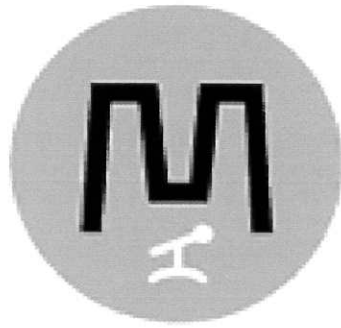


MURRAY
CITY COUNCIL

Council Meeting 6:30 p.m.

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes

Murray City Municipal Council Chambers Murray City, Utah

The Murray City Municipal Council met on Tuesday, January 7, 2020 at 6:32 p.m. for a meeting held in the Murray City Center Council Chambers, 5025 South State Street, Murray, Utah.

Council Members in Attendance:

Kat Martinez	District #1
Dale Cox	District #2
Rosalba Dominguez	District #3
Diane Turner	District #4
Brett Hales	District #5

Others in Attendance:

Blair Camp	Mayor	Jan Lopez	Council Director
G.L. Critchfield	City Attorney	Jennifer Kennedy	City Recorder
Doug Hill	Chief Administrative Officer	Jennifer Heaps	Communications & Public Relations Director
Craig Burnett	Police Chief	Brenda Moore	Finance Director
Danny Astill	Public Works Director	Jon Harris	Fire Chief
Kim Fong	Library Director	Kim Sorensen	Parks & Recreation Director
Blaine Haacke	General Manager of Power	Melinda Greenwood	Community & Economic Development (CED) Director
Robert White	IT Director		
Scouts		Citizens	

Opening Ceremonies

Call to Order – Councilmember Hales called the meeting to order at 6:32 p.m.

Pledge of Allegiance – The Pledge of Allegiance was led by Michelle Ruben.

Councilmember Hales welcomed Senator Kathleen Riebe to the meeting.

Approval of Minutes

Council Meeting – December 3, 2019

Council Meeting – December 10, 2019

MOTION: Councilmember Cox moved to approve both sets of minutes. The motion was SECONDED by Councilmember Turner.

Voice vote taken:

Ayes: Councilmember Cox, Councilmember Turner and Councilmember Hales

Nays: None

Abstentions: Councilmember Martinez and Councilmember Dominguez

Special Recognition

None scheduled.

Citizen Comments – Comments are limited to 3 minutes unless otherwise approved by the Council.
No citizen comments were given.

Consent Agenda

Mr. Hales asked that all items on the Consent Agenda be voted on together; no objections were made.

1. Consider confirmation of the Mayor's appointment of Michelle Robbins to the Arts Advisory Board for a two-year term to expire on January 15, 2022.
2. Consider confirmation of the Mayor's reappointment of Sunshine Szedeli to the Parks and Recreation Advisory Board for a three-year term to expire on January 17, 2023.
3. Consider confirmation of the Mayor's appointment of Becky Harris to the Murray City Senior Recreation Center Advisory Board for a three-year term beginning February 2020 to expire January 2023.
4. Consider confirmation of the Mayor's appointment of Lynn Andersen to the Murray City Senior Recreation Center Advisory Board for a three-year term beginning February 2020 to expire January 2023.
5. Consider confirmation of the Mayor's appointment of Susan Hatcher to the Murray City Senior Recreation Center Advisory Board for a three-year term beginning February 2020 to expire January 2023.

Mayor Camp introduced and spoke about each of the appointments.

MOTION: Councilmember Dominguez moved to adopt the Consent Agenda. The motion was SECONDED by Councilmember Turner.

Council roll call vote:

Ayes: Councilmember Martinez, Councilmember Cox, Councilmember Dominguez

Councilmember Turner and Councilmember Hales
Nays: None
Abstentions: None

Motion passed 5-0

Public Hearings

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

1. Consider an ordinance relating to land use; amends the General Plan from Low Density Residential to Residential Neighborhood Business for the property located at 551, 565, and 583 East Winchester Street and 6363 South 525 East, Murray City, Utah.
Applicant: Brad Reynolds Construction

Staff Presentation: Melinda Greenwood, CED Director
(See Attachment 1 for slides used during this presentation)

Ms. Greenwood said the General Plan addresses future land use designations. The four properties involved in this request are currently zoned Low Density Residential, however the properties around them are zoned Residential Business. Ms. Greenwood explained that the General Plan was updated in 2017 and at that time, all the properties along Winchester Street should have been zoned to Residential Business. Because these properties are tied to the frontage of Winchester Street, but are addressed separately, they were missed when the General Plan was updated. Ms. Greenwood said this General Plan amendment is essentially to correct that mistake.

Ms. Greenwood stated this item was heard during the November 14, 2019 Planning Commission meeting where there were a lot of comments given during the public hearing. Both the Planning Commission and City Staff are recommending that the City Council approve this General Plan amendment.

Brad Reynolds – Applicant

Mr. Reynolds said all of these parcels combined are .79 of an acre which leads him to believe they were indeed missed when the General Plan was updated in 2017. Brad Reynolds Construction has had a lot of experience with residential building; they currently have three different residential projects going on in Murray. Mr. Reynolds does not believe this parcel will be successful if it maintains the Low Density Residential zoning. He encouraged the Council to rezone the property to the Residential Neighborhood Business (R-N-B) zone.

Councilmember Dominguez asked Mr. Reynolds if his company does other projects outside of residential homes.

Mr. Reynolds replied they do townhomes, apartments and other things, but currently the only thing they are doing in Murray is residential homes.

Councilmember Hales opened the public hearing for public comments.

David Eckhoff – Murray City, Utah

Mr. Eckhoff said he and his wife favor the residential zoning and realize twin homes are probably the best thing that could go on this property. In a previous presentation, an outlet from this residential development onto 525 East was shown. They would prefer to see an outlet from this development onto Winchester Street. They are in favor of the zoning but they do have concerns about the business designation part of this zoning. They hope that the Planning and Zoning people will deal with that adequately so this property doesn't turn into a business environment.

Sondra Lyngle – Murray City, Utah

Ms. Lyngle said her concern is having a business in a residential area. She has noticed along Winchester Street that a lot of other homes have turned into businesses and people are concerned about their homes that are behind those businesses. She is also concerned about the entrance to the development on 525 East because traffic on 525 East is bad enough already.

Ms. Lyngle added that through the years this property and others have been dug up and the neighborhoods have been inundated with gophers and moles. She would like the developers to get rid of those before they start construction so this problem doesn't persist.

Councilmember Hales closed the public hearing.

Councilmember Hales asked Ms. Greenwood what the process is if this item passes tonight.

Ms. Greenwood said there are two items on the agenda tonight, a General Plan amendment and a rezone request. If both of these items pass, then the applicant would submit an application for a project to the city's development staff and go through that process, which would include another public hearing at another Planning Commission meeting.

Ms. Greenwood noted that at this point what is being talked about are land use designation categories and future land uses. In the land use laws in Utah when it comes to general plan amendments or rezones, projects aren't really taken into consideration. She explained that a lot of things can happen between the time a general plan amendment or rezone is done and a project is ready to go. She reiterated this is not the point where the city would consider what impact a project would have, that comes at a later point in time. However, when a project does come through, it gets set to the

Planning Commission for a public hearing, notices are sent out, and the public can come and listen to the staff presentation and give their comments and concerns based on that particular project.

Councilmember Hales asked if that would be the time when the residents could bring up their concerns about the traffic and having an outlet from this development go onto Winchester Street rather than onto 525 East.

Ms. Greenwood replied yes, that would be the time for that. She added that staff does take the citizens' comments into consideration.

Councilmember Hales asked about the neighbor's concerns about making sure this property doesn't turn into a business.

Ms. Greenwood explained the Council would want to address those concerns now, because what is being decided tonight is whether to leave this property as Low Density Residential or rezone it to R-N-B.

Councilmember Dominguez asked Ms. Greenwood if she could go over what is allowed in each of the zones.

Ms. Greenwood said Low Density Single Family (R-1-8) allows for single-family homes. The R-N-B zone allows for single-family homes, townhomes, and light commercial such as an Attorney's or Doctor's office. Things such as a book store or bank could also be allowed in the R-N-B zone with a Conditional Use Permit.

Councilmember Cox asked what the radius is that receives notifications of public hearings.

Ms. Greenwood replied properties that are located within a 500 foot radius of a project are notified for a General Plan amendment or rezone. For a Conditional Use Permit, properties that are located within a 300 foot radius of the project are notified.

Zach Smallwood, Associate Planner, explained that the State Land Use Code says that affected property owners have to be notified of a General Plan amendment, rezone or Conditional Use Permit, but they don't define the distances, that is left up to municipalities. Typically, for a rezone or General Plan amendment, anyone within 500 feet of the project is notified and for a Conditional Use Permit anyone within 300 feet of the project is notified. The reason the notification is less for a Conditional Use Permit is because Conditional Use Permits have a greater effect on the properties that are closer to them.

MOTION: Councilmember Martinez moved to adopt the ordinance. The motion was **SECONDED** by Councilmember Dominguez.

Council roll call vote:

Ayes: Councilmember Martinez, Councilmember Cox, Councilmember Dominguez
Councilmember Turner and Councilmember Hales

Nays: None

Abstentions: None

Motion passed 5-0

2. Consider an ordinance relating to land use: amends the Zoning Map for the property located at 533, 551, 565, 583, 631 East Winchester Street and 6363 South 525 East from R-1-8 (Low Density Residential) Zoning District to the R-N-B (Residential Neighborhood Business) Zoning District.

Applicant: Brad Reynolds Construction

Staff Presentation: Melinda Greenwood, CED Director

(See Attachment 2 for slides used during this presentation)

Ms. Greenwood said this application is to rezone all of the properties from R-1-8 to R-N-B. She went through some of the uses that are permitted in the R-N-B zone which include single-family homes, residential facilities for those with disabilities, duplexes and light commercial offices. She added that within the land use code for R-N-B they can restrict the hours a business can operate.

A public hearing for this item was held at the November 14, 2019 Planning Commission meeting. Both staff and the Planning Commission are forwarding a recommendation of approval for the Zone Map amendment to the Council.

Brad Reynolds – Applicant

Mr. Reynolds said he has over 30 years of building experience. With the high traffic on Winchester Street and the commercial businesses in the area, the only way this will be a successful project is if the zoning is changed to something that is a little more flexible. He noted that the R-N-B has height requirements and other things that will help accommodate the neighbor's concerns.

Councilmember Dominguez asked Mr. Reynolds if he has done any traffic studies with any of the projects he has done in the past. There seems to be a high concern with the residents about the traffic on Winchester Street.

Mr. Reynolds said he is conscience of the traffic on Winchester Street and would look at that as they finalize their site plan. With Winchester Street being as big as highway as it is, they don't see any potential concerns with their project impacting traffic that much, but they will look at it.

Ms. Greenwood said it is the discretion of the City Engineer to require a traffic study and

typically that is a requirement that comes at a later stage when a project comes through.

Councilmember Hales opened the public hearing for public comments.

Donna Lu Argyle – Murray City, Utah

Ms. Argyle was upset that the Council is going to allow businesses along Winchester Street. She said the citizens want homes so more people can move in and love this area.

Christie Young – Murray City, Utah

Ms. Young said she is concerned with the property transitioning to either townhomes or commercial, she feels that is too broad of a scope. She wanted to know the total land size and what the density of the project is that Mr. Reynolds wants to put in. She understands why the citizens are upset. It is because they don't understand what is going to go in behind them.

Kate Sturgeon – Murray City, Utah

Ms. Sturgeon said there is a new Attorney's office at the corner of 725 East and Winchester Street and it has been a nightmare. Cars fly out of that business onto 725 East. The Council is being asked to approve a pig in a poke. The citizens have no idea what this is going to be. She doesn't want to see a repeat of what has happened with that new Attorney's office.

Kathleen Stanford – Murray City, Utah

Ms. Stanford said she is excited about the new Council and she hopes they don't vote unanimously anymore. A unanimous Council shows her that the Council isn't listening to the citizens.

Janice Strobell – Murray City, Utah

Ms. Strobell said this creates a vague interpretation of what could be going on in this area that is so close to this neighborhood. She explained her understanding of the R-1-8 versus the R-N-B zone noting that in R-1-8 you can only have single-family homes, but in R-N-B, you can have duplexes and light commercial.

Doug Hill, Chief Administrative Officer, said about 15 years ago, the city was having problems with the properties along 900 East and Winchester Street that were zoned residential. People no longer wanted to live in single-family homes along those streets because of the amount of traffic on them. At the time, several people kept approaching the city wanting to rezone those properties commercial or office or for some other kind of use. The City Council did not want to change the zone for those properties on 900 East and Winchester to commercial or office because they felt it would negatively impact the residential homes behind them.

The city did a lot of research to find out what the best zone would be that would be between a heavily used street and a residential neighborhood and that's when they came

up with the R-N-B zone. It is intended to create a buffer between a high traffic area and a residential area and to eliminate vacant, deteriorating homes and structures along those streets.

Keith Bateman – Murray City, Utah

Mr. Bateman said he likes what has happened along 900 East. The problem with the law office on 725 East and Winchester Street is that access onto 725 East was approved, which creates a lot of problems. He thinks it would be a huge mistake to allow whatever is built on this property to have access onto 525 East; the access needs to be onto Winchester Street.

Dwight Searle – Murray City, Utah

Mr. Searle said there should be some kind of zoning that can be used for duplexes. He hopes the Council takes into consideration his property value and the increased traffic that will come with any kind of business.

Councilmember Hales closed the public hearing.

Councilmember Dominguez asked how long this property has been vacant.

Councilmember Hales responded 10 to 12 years.

Councilmember Dominguez said the Council does receive the citizen comments that were given prior to coming here and at the Planning Commission. They also understand that this zoning classification is very broad.

Councilmember Hales asked Mr. Hill if when they were considering the R-N-B designation if there was ever any consideration of separating residential into different classifications

Mr. Hill said they looked at a number of different alternatives. Cities throughout the United States treat these delicate, or controversial, areas differently. The language in the R-N-B zone may not be perfect in every situation, and it may not be in this situation. This was the best solution that staff and the City Council could come up with at the time.

Mr. Hill added that If this property is not rezoned, there is a risk that this property may never get developed because people don't want to build a single-family home on Winchester Street. He may be wrong, there are homes next to the Trax and freeway, but the problem in the past has been that people don't want single-family homes on busy streets.

Mr. Reynolds said, from a developer's standpoint, it would not work to have rental properties on this property and that is not their plan.

Councilmember Cox reiterated that the decision the Council is making tonight is just

about zoning and if this passes there will be other opportunities for the public to give their input.

MOTION: Councilmember Turner moved to adopt the ordinance. The motion was SECONDED by Councilmember Cox.

Council roll call vote:

Ayes: Councilmember Martinez, Councilmember Cox, Councilmember Dominguez
Councilmember Turner and Councilmember Hales

Nays: None

Abstentions: None

Motion passed 5-0

3. Consider an ordinance vacating a right-of-way located at approximately 4850 South Box Elder Street, Murray City, Salt Lake County, State of Utah.

Staff Presentation: Danny Astill, Public Works Director

Mr. Astill showed a map of the property (see Attachment 3). He said the new Fire Station that is being built on the corner of 4800 South and Box Elder Street extends into the historic right-of-way because it is being built to meet the Murray City Center District standards. The construction will continue and the sidewalk will be put in. Once that is done, staff will re-plat this and the right-of-way will be done properly.

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

MOTION: Councilmember Turner moved to adopt the ordinance. The motion was SECONDED by Councilmember Martinez.

Council roll call vote:

Ayes: Councilmember Martinez, Councilmember Cox, Councilmember Dominguez
Councilmember Turner and Councilmember Hales

Nays: None

Abstentions: None

Motion passed 5-0

New Business Items

1. Elections of Murray City Council Chair and Vice-Chair for Calendar Year 2020.

Councilmember Hales asked for nominations for City Council Chair.

Councilmember Turner nominated Dale Cox for City Council Chair. No other nominations

were given.

Voice vote taken, all "ayes."

Councilmember Hales asked for nominations for City Council Vice-Chair.

Councilmember Cox nominated Rosalba Dominguez for City Council Vice-Chair. No other nominations were given.

Voice vote taken, all "ayes."

2. Elections of Murray City Budget and Finance Committee Chair and Vice-Chair for Calendar Year 2020.

Councilmember Hales asked for nominations for Budget and Finance Committee Chair.

Councilmember Cox nominated Diane Turner for Budget and Finance Committee Chair. No other nominations were given.

Voice vote taken, all "ayes."

Councilmember Hales asked for nominations for Budget and Finance Committee Vice-Chair.

Councilmember Turner nominated Kat Martinez for Budget and Finance Committee Vice-Chair. No other nominations were given.

Voice vote taken, all "ayes."

3. Select Two Representatives to the Taxing Entity Committee.

Councilmember Hales asked Mayor Camp to explain what the obligations of being on the Taxing Entity Committee are.

Mayor Camp said when the Redevelopment Agency (RDA) proposes a new RDA area the Taxing Entity Committee (TEC) have to meet to vote to approve the new RDA. This is to be the RDA's representative on that TEC. If there is not a new RDA, the TEC will never meet.

Councilmember Hales asked for nominations for the Taxing Entity Committee.

Councilmember Cox nominated Brett Hales to be on the Taxing Entity Committee.

Councilmember Turner nominated Dale Cox to be on the Taxing Entity Committee.

- Consider a resolution approving the appointment of representatives to the Taxing Entity Committee of the Redevelopment Agency of Murray City.

MOTION: Councilmember Turner moved to adopt the resolution appointing Councilmember Hales and Councilmember Cox to the Taxing Entity Committee of the Redevelopment Agency of Murray City. The motion was SECONDED by Councilmember Martinez.

Council roll call vote:

Ayes: Councilmember Martinez, Councilmember Cox, Councilmember Dominguez
Councilmember Turner and Councilmember Hales

Nays: None

Abstentions: None

Motion passed 5-0

4. Consider a resolution approving the Mayor's appointment of representatives to boards of Interlocal Entities. Doug Hill presenting

Staff Presentation: Doug Hill, Chief Administrative Officer

Mr. Hill said over it's 100+ year history, Murray City has worked with other governmental entities to provide services to our citizens. The city has entered into Interlocal Agreements with these entities and we are required to appoint individuals, either elected officials or staff, to serve as representatives of the city on these Boards.

The city works with the following entities: the Utah Associated Municipal Power Systems, the Central Valley Water Reclamation Facility, Salt Lake Valley Emergency Communications Center (VECC), Trans Jordan Cities, Utah Telecommunication Open Infrastructure Agency (UTOPA), Utah Infrastructure Agency (UIA), Wasatch Front Waste and Recycling District, Intermountain Power Agency, Metro Fire Agency, NeighborWorks Salt Lake, Community Action Program, and the Jordan River Commission.

Councilmember Dominguez said she would prefer the Board positions that are to be held by an elected official be held by the Mayor and a Council representative rather than the Mayor and a staff member. Those Board positions are on the Central Valley Water Reclamation Facility and the Jordan River Commission.

Mayor Camp asked the Council to consider approving the nominations that have been submitted and they would take other choices into consideration in the future.

G.L. Critchfield said these are appointments by the Mayor, it's an administrative function.

The Council can disagree with the Mayor's decision, but they cannot put themselves on a Board.

MOTION: Councilmember Cox moved to adopt the resolution. The motion was SECONDED by Councilmember Turner.

Council roll call vote:

Ayes: Councilmember Martinez, Councilmember Cox, Councilmember Dominguez
Councilmember Turner and Councilmember Hales

Nays: None

Abstentions: None

Motion passed 5-0

Mayor's Report and Questions

Mayor Camp reported on the following items:

- The city has two Christmas tree drop off locations. One at Grant Park on 6150 South next to the Senior Recreation Center and the other one is in Murray Park. Tree drop off will be available until the end of January. For citizens who receive service from Wasatch Front Waste and Recycling, they are doing curbside pickup as long as the tree is clean. Trees should be put out the day after trash day.
- The city's bond rating was supposed to be released today (January 7) but it has been delayed a couple more days.

Mayor Camp welcomed Kat Martinez and Rosalba Dominguez to the Council.

Adjournment

The meeting was adjourned at 8:02 p.m.

Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

Special Recognition #1



MURRAY

Murray Public Works

Employee of the Month, **Chris Zawislak**, Senior Civil Engineer

Council Action Request

Council Meeting January 21, 2020

<p>Department Director</p> <p>Danny Astill 801-270-2404</p> <p>Presenter</p> <p>Danny Astill and Brett Hales</p> <p>Required Time for Presentation</p> <p>Is This Time Sensitive</p> <p>No</p> <p>Approval: N/A</p> <p>January 10, 2020</p>	<p>Purpose of Proposal</p> <ul style="list-style-type: none">• City Council Employee of the Month Award <p>Action Requested</p> <ul style="list-style-type: none">• Presentation only. <p>Attachments</p> <ul style="list-style-type: none">• Employee of the Month Recognition Form <p>Budget Impact</p> <ul style="list-style-type: none">• None <p>Description of this item</p> <p>Chris Zawislak came to Murray City 6 ½ years ago as a civil engineer in the Engineering Division of Public Works. Chris has successfully managed the design and construction of several large-scale transportation and utility improvement projects.</p> <p>Chris takes the time to meet with concerned residents and develops creative and positive solutions to address project related issues and concerns.</p> <p>Chris is an excellent engineer and a true professional.</p>
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EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

Public Works

DATE:

Jan 6, 2020

NAME of person to be recognized:

Chris Zawislak

Submitted by:

Danny Astill

DIVISION AND JOB TITLE:

Engineering / Senior Civil Engineer

YEARS OF SERVICE:

6 1/2

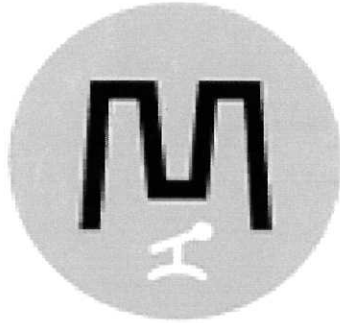
REASON FOR RECOGNITION:

Chris came to Murray City 6 1/2 years ago as a Civil Engineer in the Engineering Division of Public Works. His primary responsibilities include project management, roadway and utility design, construction management and development reviews. He has successfully managed the design and construction of several large-scale transportation and utility improvement projects including the reconstruction of 5900 South, resurfacing projects on 5300 South and 6600 South and most recently, the reconstruction of Vine Street from 900 East to 1300 East.

He managed the design and construction of the very popular Murray Canal Trail and the Vine Street Bike lanes. Since coming to the City, Chris has shown his skills in the construction field where he works closely with contractors to complete quality projects in conformance with City requirements, while minimizing impacts to surrounding residents and businesses. He always takes the time to meet with concerned residents and develops creative and positive solutions to address project related issues and concerns. Chris is an excellent Engineer and a true all around professional.

COUNCIL USE:

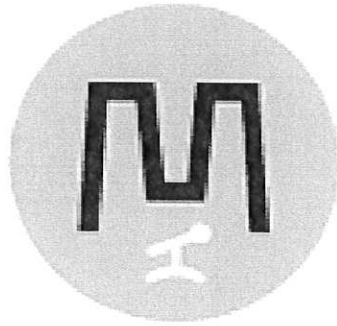
MONTH/YEAR HONORED January 21, 2020



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Consent Agenda



MURRAY


Mayor's Office

Appointment of Dustin Matsumori to the Ethics Commission

Council Action Request

Council Meeting

Meeting Date: January 21, 2020

Department Director G.L. Critchfield	Purpose of Proposal Appointment of new board member
Phone # 801-264-2640	Action Requested Consider confirmation of the Mayor's appointment of Dustin Matsumori to the Ethics Commission.
Presenters Mayor Camp	Attachments Resume
	Budget Impact None
Required Time for Presentation	Description of this Item Dustin Matsumori will be appointed to the Ethics Commission for a 3-year term, February 2020 - January 2023. Dustin is filling the position vacated by Donnetta Mitchell.
Is This Time Sensitive Yes	Dustin resides in Council District 5.
Mayor's Approval 	
Date January 21, 2020	

Dustin Matsumori
Murray, Utah 84107
January 3, 2020

Doug Hill
Chief Administrative Officer
Murray City
5025 S. State Street
Murray, Utah 84107

Dear Doug:

Thank you again for taking the time to speak with me regarding my interest in supporting Murray City and contributing as a resident by serving on a city committee or board. Of the options we discussed, I feel the purpose and objectives of the Ethics Commission align well with my desires to serve.

I have attached an updated copy of my professional resume for your review and consideration. When convenient, would you (or one of your staff) please let me know what official steps or actions I need to take to be considered for potential appointment to the Ethics Commission?

Thank you for your help in identifying this potential opportunity. I am appreciative of your continued service to Murray City and for all that you and the other city leaders do to bless the lives of our residents and communities.

Sincerely,

Dustin Matsumori

DUSTIN J. MATSUMORI

SUMMARY

- Seasoned leader with nearly two decades of experience in developing and evaluating financial transactions, corporate strategy, partnerships, business cases, and financial analysis, with special focus on not-for-profit organizations and companies
- Consistently a top performer across company leadership with a successful track record of aligning key stakeholder groups and delivering results in diverse organizations and roles
- Self-starter with strong analytical capabilities, effective presentation skills, data-driven decision-making abilities, and a proactive approach to problem solving

PROFESSIONAL EXPERIENCE

Intermountain Healthcare

Salt Lake City, UT

Market Intelligence & Planning Office, Vice President (2019-present);

2012 - Present

Capital Markets & Growth, Director (2017-2018);

Financial Planning, Director (2012-2017)

- Lead strategic planning professionals in designing and developing critical information, reports, and presentations regarding local and national industry trends, issues, and market insights to help support the development of systemwide strategies by Intermountain's Executive Leadership Team (ELT)
- Manage strategic research professionals in conducting surveys, polls, and focus groups and market/community needs assessments that represent the voice of customers, caregivers, and the community in Intermountain's decision-making process
- Assist senior leaders in evaluating concepts, proposals, and projects to ensure alignment with strategies established by the ELT
- Led teams composed of external professionals and Intermountain subject matter experts to structure and execute bond transactions totaling \$2.2 billion and associated swaps and derivatives
- Evaluated financial analysis and business valuations for major strategic transactions as a member of internal deal teams
- Created all materials and developed key messages for rating agency meetings, investor conference presentations, bond transaction roadshows and Intermountain Board Finance Committee reports

George K. Baum & Company – Investment Banking, Public Finance Group

Salt Lake City, UT

First Vice President (2009-2012); Vice President (2007-2009);

2004 - 2012

Assistant Vice President (2005-2007); Associate (2004-2005)

- Advised a variety of cities (including Murray City), counties, school districts (including Murray City School District), special districts, and healthcare organizations in Utah and California on structuring and issuing more than \$6 billion of tax-exempt and taxable revenue and general obligation bonds, including performing the associated financial analysis, developing bond election campaign surveys, and formulating public communication strategies
- Managed multi-disciplinary teams to develop long-term financing and strategic plans for clients; long-term plans addressed financial, political, social, and strategic considerations

J.P. Morgan – Investment Banking, Not-for-Profit Healthcare Group

San Francisco, CA

Analyst

2003 - 2004

- Created comprehensive briefing books for senior management on target clients including management profiles, operational and financial metrics, and competitive market position
- Generated all client-related materials for transactions, including financial analyses, pitch books, ratings and investor presentations, and request for proposal responses for major healthcare systems and stand-alone hospitals throughout the United States

Lehman Brothers – Investment Banking, Global Technology Group

Menlo Park, CA

Analyst

2002

- Produced both analytical and narrative content for a bi-monthly newsletter describing industry trends and activity in the software, electronics, and communications equipment sectors; this publication was distributed internally to company leadership and externally to major clients

J.P. Morgan – Investment Banking, Not-for-Profit Healthcare Group

San Francisco, CA

Analyst

2001

- Designed and developed two internal publications – “Hospital Credit Ratings” and “Key Western Region Transactions,” both documents were distributed to senior leadership across the company

EDUCATION

Brigham Young University – Marriott School of Business

Provo, UT

Master of Business Administration

- Ranked 1st in class for academic excellence (4.0 GPA, Phi Kappa Phi, Golden Key)
- Consulted with a local technology company on understanding employee turnover and improving engagement

Stanford University

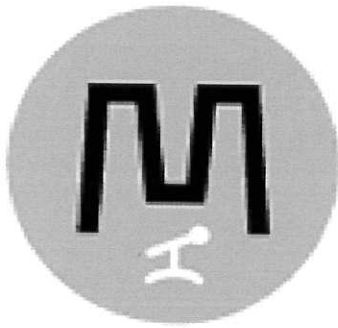
Stanford, CA

Bachelor of Arts, International Relations; Minor, Spanish

- Graduated “With Distinction” (4.0 GPA, Phi Beta Kappa)
- Served as President of the Latter-Day Saint Student Association and as Assistant to the President of the Associated Students of Stanford University
- Volunteered as a tutor and mentor for local middle school and high school students from indigent and at-risk communities

PERSONAL

- Interests include fly-fishing, golf, alpine skiing, and international travel
- Currently serving as an ecclesiastical leader for a local religious congregation



MURRAY
CITY COUNCIL

Public Hearing #1

Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 21st day of January 2020, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing to receive public comment concerning amending the City's fiscal year 2019–2020 budget. A copy of the proposed budget amendments is available for review during normal business hours at the office of the City Recorder located at 5025 South State Street, Murray, Utah.

DATED this 6th day of January, 2020.

MURRAY CITY CORPORATION

Jennifer Kennedy
City Recorder

DATES OF PUBLICATION: January 10, 2020
PH 20-04



MURRAY


Finance & Administration Department

FY 2019-2020 Budget Amendment

Council Action Request

Council Meeting

Meeting Date: January 21, 2020

Department Director Brenda Moore Phone # 801-264-2513 Presenters Brenda Moore Required Time for Presentation 15 Minutes Is This Time Sensitive No Mayor's Approval  Date January 8, 2020	Purpose of Proposal Amend the FY 2019-2020 budget Action Requested Consideration of an ordinance amending the 2019-2020 budget Attachments Final draft of the ordinance Budget Impact See description below Description of this Item The attached budget amendment requests the following: 1. In addition to their normal audit, the external auditor wrote and set up a template for the CAFR. The original budget anticipated the additional expense but was not quite enough. Requesting that \$4,500 be transferred from the nondepartmental budget to city council professional services.
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Continued from Page 1:

2. The Fire department is being reimbursed \$61,641 for costs associated with sending fire fighters and equipment to help with California wildfires.
Request \$61,641 be added to other intergovernmental revenue, \$35,043 be added to fire reimbursed overtime, \$2,681 added to social security, \$1,337 added to travel, with the remaining \$22,580 contributed to the city for the use of equipment.
3. We received \$74,108 from the State Division of Alcoholic Beverage Enforcement (Liquor tax) to use for alcohol and drug related enforcement. Request \$74,108 be added to state alcohol revenue and \$74,108 be The police department typically uses these funds to purchase body cameras and/or body cam video storage space.
2. The Utahna storm drain project encountered various issues resulting in cost overages. The request is being made to use reserves to increase the project budget by \$294,000.

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2019-2020 BUDGET

On June 18, 2019, the Murray City Municipal Council adopted the City's budget for Fiscal Year 2019-2020. It has been proposed that the Fiscal Year 2019-2020 budget be amended as follows:

1. Transfer \$4,500 from the General fund nondepartmental miscellaneous expense to City Council professional services.
2. Receive and appropriate \$61,641 from the State of California for reimbursement of costs associated with wild land firefighting.
3. Receive and appropriate \$74,108 from the State Liquor tax to provide Alcohol and drug-related enforcement and education.
4. Appropriate \$294,000 from the Storm Water reserves for the Utahna storm drain improvements.

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

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this ____ day of _____, 2020.

MURRAY CITY MUNICIPAL COUNCIL

Dale Cox, Chair

ATTEST:

Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2020.

D. Blair Camp, Mayor

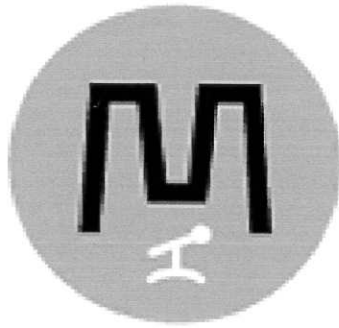
ATTEST:

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 _____, 2020.

Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

New Business #1



MURRAY


Murray City Public Works

Cooperative Agreement Converted TAP Funds for Local Agency

Council Action Request

Committee of the Whole & Council Meeting

Meeting Date: January 21, 2020

Department Director Danny Astill	Purpose of Proposal Agreement to receive Transportation Alternatives Program (TAP)
Phone # 801-270-2404	Action Requested Review and decision on receiving TAP funds safer sidewalk improvements along Cedar Street.
Presenters Danny Astill	Attachments Cooperative Agreement / Murray City Municipal Council Resolution.
	Budget Impact These fund require a 35% project match which is a good investment.
Required Time for Presentation 10 Minutes	Description of this Item This Cooperative Agreement with UDOT is for TAP funds specifically designated for safer sidewalk projects to provide children with a safe option to walk to school. We had requested money to place sidewalk along one side of Cedar Street, which currently has no sidewalks on either side. This project still needs to be funded, but UDOT would like the City to enter into this agreement so they can commit the money on their books.
Is This Time Sensitive No	
Mayor's Approval 	
Date January 7, 2020	

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") FOR TRANSPORTATION ALTERNATIVE PROGRAM ("TAP") FUNDS TO INSTALL SIDEWALK ALONG CEDAR STREET FROM 6100 TO 6200 SOUTH.

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

WHEREAS, the City and UDOT are "public agencies" as contemplated in Utah Code Ann. § 11-13-101, *et seq.* – Interlocal Cooperation Act; and

WHEREAS, in the interest of the public, it is the desire of the parties on install sidewalk along Cedar Street from 6100 to 6200 South; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by UDOT; and

WHEREAS, it is the intent of UDOT that participation in TAP projects be on a 35% Local, 65% State match basis with a maximum State participation of \$115,766.00; and

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

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

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

DATED this day of , 2020.

MURRAY CITY MUNICIPAL COUNCIL

Dale M. Cox, Chair

ATTEST:

Jennifer Kennedy, City Recorder



**State of Utah
Department of Transportation**

Cooperative Agreement Converted TAP Funds for Local Agency	Project Description: Install sidewalk along Cedar Street from 6100 to 6200 South Local Agency: Murray City	Charge ID No. 73470
Pin: 18052 Job/ Project: S-R299(365)		Date Executed

THIS COOPERATIVE AGREEMENT, made and entered into on the executed date, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", and Murray City, a political subdivision of the State of Utah, hereinafter referred to as the "Local Agency."

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a Alternative Transportation Program described as New Sidewalk; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by UDOT; and

WHEREAS, it is the intent of UDOT that participation in TAP projects be on a 35% Local, 65% State match basis with a maximum State participation of \$115,766.00; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. The **Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. The **Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the UDOT highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **Local Agency** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region 1 Utility and Railroad Leader, telephone number 801-910-2047] or gjenson@utah.gov for assistance in preparing the Reimbursement Agreement.

III. The **Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region 1 Environmental Manager, telephone number 801-910-2010] for assistance with any environmental compliance requirements.

IV. All construction work performed by the **Local Agency** or its contractor within UDOT highway right-of-way shall conform to UDOT's standards and specifications. For work performed within UDOT's right-of-way, the **Local Agency** shall submit plans to UDOT for review and approval prior to starting construction. The **Local Agency** shall comply with Utah Administrative Code R930-6 if performing any

work within **UDOT's** right-of-way. Any inspection by **UDOT** does not relieve the **Local Agency** of its obligation to meet the standards and specifications. **Local Agency's** construction may conform to local standards if they are equal to or greater than **UDOT's** standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The **Local Agency** will participate at a minimum of 35% of the total project. **Local Agency's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including **Local Agency's** participation is as follows:

UDOT Funds (Allocated Amount)	\$115,766.00
Local Agency's Funds (Participation Amount)	\$ 62,335.00
Total Project	\$178,101.00

VIII. Upon completion of construction and final inspection by **UDOT**, and upon request of the **Local Agency**, **UDOT** will deliver to the **Local Agency** a lump sum amount of \$115,766.00 or 100% of **UDOT's** funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **Local Agency** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the **Local Agency** a lump sum amount based on the percentages as stated in this Agreement.

IX. The **Local Agency** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. **UDOT** shall have the right to audit all cost records and accounts of the **Local Agency** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **Local Agency** under this Agreement, the **Local Agency** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **Local Agency** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the **Local Agency** agrees to complete the construction by November 19, 2021. If for any reason, the **Local Agency** cannot complete construction by November 19, 2021, the **Local Agency** must request, in writing before May 19, 2021, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **Local Agency**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the **Local Agency's** control. If the request is not approved the **Local Agency** will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the **Local Agency** modifies its project and the modification affects the work, the **Local Agency** will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the **Local Agency** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV. UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

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

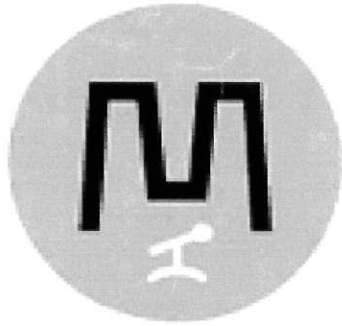
XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

XVIII. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

Murray City				Utah Department of Transportation			
By		Date		By		Date	
Title/Signature of Official				Project Manager, Amber Mortensen			
By		Date		By		Date	
Title/Signature of additional official if required				Region Director, Bryan Adams			
By		Date		By		Date	
Title/Signature of additional official if required				Comptroller Office			



MURRAY
CITY COUNCIL

New Business Item #2



MURRAY


Murray City Public Works

Federal Aid Agreement for Local Agency Project

Council Action Request

Committee of the Whole & Council Meeting

Meeting Date: January 21, 2020

Department Director Danny Astill	Purpose of Proposal Agreement to receive Federal Aid on the Vine Street Road Project.
Phone # 801-270-2404	Action Requested Review and Consideration of Receiving Federal Aid Money for our Vine Street Road Project.
Presenters Danny Astill	Attachments Federal Aid Agreement / Murray City Municipal Council Resolution.
Required Time for Presentation 10 Minutes	Budget Impact This agreement will allow us to receive needed funds to complete work on phase I and begin work on the next phase of Vine Street, between 1300 E and Van Winkle.
Is This Time Sensitive No	Description of this Item UDOT has agreed to help fund the widening and improvements of Vine Street between 900 E and Van Winkle. The money allocated for the project requires this agreement, which outlines the total cost agreed upon and our required match. The city is required to follow UDOT procurement policies, and they provide additional oversight and review of the project to ensure the city is following all of the federal and state laws and regulations.
Mayor's Approval 	
Date January 7, 2020	

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION TO RECEIVE FINANCING FROM THE FEDERAL-AID HIGHWAY FUNDS FOR THE ROADWAY PROJECT AT VINE STREET; 1300 EAST TO VAN WINKLE.

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

WHEREAS, the City has a Project ("Project") which consists of roadwork at Vine Street; 1300 East to Van Winkle that will receive funding from the Federal-Aid Highway Funds; and

WHEREAS, Utah Department of Transportation has the responsibility to oversee the Federal Aid Projects to ensure adequate supervision and inspection so the Project is completed in conformance with the approved plans and specifications, including compliance with all Federal requirements; and

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

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

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

DATED this day of , 2020.

MURRAY CITY MUNICIPAL COUNCIL

Dale M. Cox, Chair

ATTEST:

Jennifer Kennedy, City Recorder



State of Utah
Department of Transportation

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	Murray City - Trae Stokes	Maximum Project Value Authorized \$4,826,772
PIN Number 14923 FINET Number 54808 FMIS Number F012312 DUNS Number 073126542	Project Number F-LC35(296) PIN Description Vine Str; 1300 E to Van Winkle - Recon & Widen	Agreement Number (Assigned By Comptrollers)
		Date Executed

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and Murray City "Local Agency", a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of Vine Str; 1300 E to Van Winkle - Recon & Widen, located at Murray City and identified as project number F-LC35(296);

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2020 - 2023

Fund*	Prior	2020	2021	2022	2023	Total	Fed Aid	State	Other	Pct
LOCAL GOVT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	.00%
STP_URB_SL	\$0	\$0	\$0	\$4,826,772	\$0	\$4,826,772	\$4,500,000	\$0	\$326,773	6.77%
Total:	\$0	\$0	\$0	\$4,826,772	\$0	\$4,826,772	\$4,500,000	\$0	\$326,773	6.77%



**Consultant Services
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES**

TODAY'S DATE 12/5/2019
PM REQUEST DATE 11/13/2019

**FEDERAL AID
AGREEMENT NO.**

Project No.: F-LC35(296)

PIN No.: 14923

PIN Description: Vine Str; 1300 E to Van Winkle - Recon &
Widen

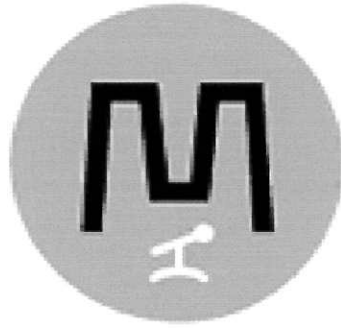
FINET Prog Code No.: 54808

UDOT Project Manager	UDOT Contract Administrator
Oanh Amber Le-Spradlin 2010 South 2760 West Salt Lake City, UT 84104 (801)975-4819 oanhle@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michaelbutler@utah.gov

Local Government
Murray City 5025 S STATE ST Murray, UT 84157 Trae Stokes, (801) 270-2400 TSTOKES@MURRAY.UTAH.GOV

Project Value	\$4,826,772
Federal Match	\$4,500,000
Local Government Match	\$326,773
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.



MURRAY
CITY COUNCIL

**Refer to Documentation
in Committee of the Whole**



New Business #3



MURRAY

Community & Economic Development

Amend Ordinance 15.08.030 Relating to Waiving Construction and Demolition Related Fees for the City's General Fund Projects

Council Action Request

Committee of the Whole & City Council

Meeting Date: January 21, 2020

Department Director Melinda Greenwood Phone # 801-270-2428 Presenters Melinda Greenwood	Purpose of Proposal Amend Section 15.08.030 of the municipal code to waive building permit and demolition fees for General Fund projects. Action Requested Approval of request to amend Ordinance 15.08.030 Attachments Draft Ordinance 15.08.030 Budget Impact None Description of this Item The City has several upcoming General Fund projects which are currently subject to building permit or demolition fees per city code. Some of these projects include the replacement of park pavilions, renovation of Murray Theater, and the new City Hall. Revenues from building permit fees are considered general fund revenues and are used to fund the Building Division and other General Fund items. It is common practice for City's to waive permit fees for their own projects, as state law and accounting principles allow. Charging ourselves building permit fees increases project costs and requires us to unnecessarily shuffle money around between accounts in the General Fund. Staff proposes amending Chapter 18.08.030: Multi-Family Residential and Commercial Fees to include the waiving of
Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval Jennifer Heaps <small>Digitally signed by Jennifer Heaps DN: cn=Jennifer Heaps, o=ou, email=jheaps@murray.utah.gov, c=US Date: 2020.01.10 15:56:14 -07'00'</small> Date January 10, 2020	

Continued from Page 1:

construction and demolition fees for City projects which are funded through General Fund departments.

This ordinance amendment will not not apply to any of the enterprise fund departments.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 15.08.030 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO WAIVING CONSTRUCTION RELATED FEES FOR GENERAL FUND PROJECTS. .

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this Ordinance is to amend section 15.08.030 of the Murray City Municipal Code relating to waving construction related fees for general fund projects.

Section 2. Amendment. Section 15.08.030 of the Murray City Municipal Code shall be amended to read as follows:

15.08.030: MULTI-FAMILY RESIDENTIAL AND COMMERCIAL FEES:

. . .

E. General Fund Department Projects. Construction and demolition-related fees imposed by this section 15.08.030 are hereby waived for General Fund Departments.

. . . .

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 _____, 2020.

MURRAY CITY MUNICIPAL COUNCIL

, Chair

ATTEST:

Jennifer Kennedy, City Recorder

Transmitted to the Office of the Mayor of Murray City on this ____ day of

_____, 2020.

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2020.

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 _____, 2020.

Jennifer Kennedy, City Recorder



New Business #4



MURRAY

Council Action Request

Meeting Date:

Department Director	Purpose of Proposal
Phone #	Action Requested
Presenters	Attachments
	Budget Impact
Required Time for Presentation	Description of this Item
Is This Time Sensitive	
Mayor's Approval	
Date	

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF RATIFICATION BY THE STATE OF
UTAH OF THE EQUAL RIGHTS AMENDMENT TO THE UNITED STATES
CONSTITUTION.

WHEREAS, Article IV, Section 1 of the Utah Constitution, adopted in 1895, states: *"The rights of citizens of the State of Utah to vote and hold office shall not be denied or abridged on account of sex. Both male and female citizens of this State shall enjoy equally all civil, political and religious rights and privileges."*; and

WHEREAS, when Utah joined the nation in 1896 as the third state to include women's voting rights in its constitution, Anna Howard Shaw, one of the nation's greatest suffrage leaders, expressed no surprise that the men of Utah had chosen to lead in this way. She said, *"Utah is . . . dear to the heart of every woman who loves liberty in these United States."*; and

WHEREAS, suffragist Alice Paul, in drafting the language of the Equal Rights Amendment, was advised by Utah Senator George Sutherland, who drew upon Article IV, Section 1 of the Utah Constitution; and

WHEREAS, Utah should tout its history of being a leader in equal political rights; and

WHEREAS, on February 14, 1870, Seraph Young, the grandniece of Brigham Young, was the first woman to legally cast a vote in any election in the United States; and

WHEREAS, in Utah in 1896, Dr. Martha Hughes Cannon became the first woman in the United States ever to be elected as a state senator, and a statute of her will join that of Brigham Young in the National Statuary Hall in Washington, D.C., recognizing Martha Hughes Cannon as a pioneer for women's equality in government; and

WHEREAS, Utah should tout other important firsts, including:

- Christine M. Burckle, who in 2016 began serving as Utah's first female Brigadier General of the Utah National Guard; and
- Rosie Rivera, who in 2017 became the first female sheriff in Utah and the second Latina sheriff in the United States; and

WHEREAS, Utah must reaffirm this historical example of women leadership and highlight the advances of Utah women today, including:

- Women presidents of five of the nine institutions of higher education in the state;
- A woman currently serving as the State Superintendent of Public Instruction, the latest of many women who have served in that role;

- 24% of current Utah legislators who are women, seven of whom (three House and four Senate, four of whom are women of color) hold leadership positions;
- A current majority of women judges;
- Many women mayors, city and county council and commission members, and school board members throughout the state; and

WHEREAS, Utah has had women lead in all three branches of government, including:

- Rebecca D. Lockhart, who served as speaker of the House of Representatives from 2010 to 2014;
- Christine M. Durham, who was appointed to the Utah Supreme Court in 1982 and served with distinction for 35 years, including ten years as chief justice; and
- Olene S. Walker, who served as lieutenant governor in Utah (1993-2003) and then as governor (2003-05); and

WHEREAS, there is reason to celebrate the historic and ongoing accomplishments of women and their role in numerous positions of importance in the state and to affirm the autonomy and independence of women to pursue opportunities to serve as elected, appointed, and hired leaders in the state, and to recognize our historical roots of women's equal political rights; and

WHEREAS, Utah's state constitution is a shining example to the nation that women everywhere shall have equal political rights and enjoy equally all civil, political, and religious rights and privileges; and

WHEREAS, equality under the law is a fundamental value of the United States and the people of Utah; and

WHEREAS, legislation and court decisions have increased women's access to education, employment, and public service; and

WHEREAS, that same legislation can be repealed, and the Supreme Court may strike legislation or retreat from its own precedent, thereby eliminating or abridging legal rights currently enjoyed by women, girls, and their families; and

WHEREAS, Utah residents value the continued participation of women in education, the military, public service, and other spheres of our society; and

WHEREAS, inclusion of the Equal Rights Amendment in the Constitution would require courts to apply the same strict level of scrutiny it applies to test the constitutionality of government action based on race, religion, or national origin; and

WHEREAS, an overwhelming majority of American citizens reported in a 2015 poll* that they support an amendment to the United States Constitution to guarantee equal rights for both men and women; and

WHEREAS, an overwhelming majority of Utah citizens reported in a 2020 poll** that they support an amendment to the United States Constitution to guarantee equal rights for both men and women; and

WHEREAS, the Equal Rights Amendment was passed in 1972 by Congress, which imposed a seven-year ratification deadline on states, later extended to ten years; and

WHEREAS, the Constitution does not expressly authorize Congress to impose ratification deadlines on the states, and, moreover, if Congress does have such power, then it also has the power to extend or eliminate its deadlines; and

WHEREAS, the American Bar Association reaffirmed its support for ratification of the Equal Rights Amendment in 2016; and

WHEREAS, well after the 1982 deadline set by Congress, Nevada in 2017 and Illinois in 2018 ratified the Equal Rights Amendment, bringing the total number of states that have ratified the amendment to 37, just one shy of the 38 needed to satisfy the Constitutional requirement that an amendment be ratified by three-fourths of the states to become valid; and

WHEREAS, the Equal Rights Amendment states:

Section 1. Equality of rights under the law shall not be denied or abridged by the United States or by any State on account of sex.

Section 2. The Congress shall have the power to enforce, by appropriate legislation, the provisions of this article.

Section 3. This amendment shall take effect two years after the date of ratification.

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

1. It hereby urges the Legislature of the State of Utah to ratify the Equal Rights Amendment to the U.S. Constitution, as proposed by Congress on March 22, 1972, during the 2020 legislative session.

PASSED AND APPROVED this ____ day of _____, 2020.

MURRAY CITY MUNICIPAL COUNCIL

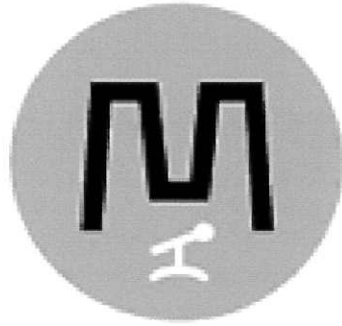
Dale Cox, Chair

ATTEST:

Jennifer Kennedy, City Recorder

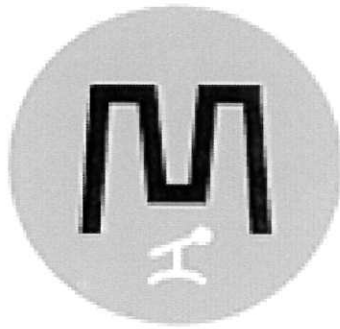
*<https://www.prnewswire.com/news-releases/breaking-americansby-94---overwhelmingly-support-the-equal-rights-amendment-era-300286472.html>

**<https://utahpolicy.com/index.php/features/today-at-utah-policy/22596-poll-showsbroad-support-among-utahns-for-ratifying-the-equal-rights-amendment>



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment