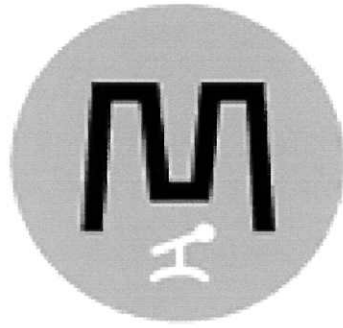


**MURRAY**  
CITY COUNCIL

# Council Meeting 6:30 p.m.

Call to Order

Pledge of Allegiance



**MURRAY**  
CITY COUNCIL

# Council Meeting Minutes

# **Murray City Municipal Council Chambers Murray City, Utah**

---

The Murray City Municipal Council met on Tuesday, August 4, 2020 at 6:32 p.m. for a meeting held electronically. In accordance with, Utah Code 52-4-207(4) Open and Public Meeting Act, I have determined that to protect the health and welfare of Murray citizens, an in person City Council meeting, including attendance by the public and the City Council is not practical or prudent.

Considering the continued rise of COVID-19 case counts in Utah, meeting in an anchor location presents substantial risk to the health and safety of those in attendance because physical distancing measures may be difficult to maintain in the Murray City Council Chambers.

The Center for Disease Control states that COVID-19 is easily spread from person to person between people who are in close contact with one another. The spread is through respiratory droplets when an infected person coughs, sneezes or talks and may be spread by people who are non-symptomatic.

It is my intent to safeguard the lives of Murray residents, business owners, employees and elected officials by meeting remotely through electronic means without an anchor location.

You may view the meeting via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/Murraycityutah/>.

If you would like to submit citizen comments or public hearing comments you may do so by sending an email in advance or during the meeting to [city.council@murray.utah.gov](mailto:city.council@murray.utah.gov). Comments are limited to less than three minutes, include your name and contact information, and they will be read into the record.



Rosalba Dominguez  
Murray City Council Chair

**Council Members in Attendance:**

Kat Martinez	District #1
Dale Cox	District #2 – Council Chair
Rosalba Dominguez	District #3 – Council Vice-Chair
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	Chief Communications Officer
Pattie Johnson	City Council Office	Brenda Moore	Finance Director
Melinda Greenwood	Community & Economic Development (CED) Director		

**Opening Ceremonies**

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

Pledge of Allegiance – The Pledge of Allegiance was led by Brett Hales, Councilmember.

**Approval of Minutes**

Council Meeting – July 21, 2020

MOTION: Councilmember Turner moved to approve the minutes. The motion was SECONDED by Councilmember Martinez.

**Council roll call vote:**

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

Nays: None

Abstentions: None

Motion passed 5-0

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

The following comments were read:

**DeLynn Barney – Murray City, Utah**

*I would like to see Murray City continue with the Urban Wildlife Assistance Program with Salt Lake County that had been offered through West Jordan Animal services. I am disappointed to see any animal put down. However, raccoons and skunks have been a problem. The Urban Wildlife Assistance Program has been beneficial at reducing the problem and safety concerns. Thank you and wear a mask.*



Bob Beaudoin – Murray City, Utah

*Question about the contract between Murray City and UAMPS and nuclear power:*

*Have you read the UAMPS power sales contract? Do you understand the contract? Will the Idaho 1995 Settlement Agreement, limiting the storage of nuclear waste in the state, impact the project? Would you invest your own personal funds in the project?*

Bill Strong – Murray City, Utah

*Each of you should have received an email from me about Murray City Council considering changing the ordinance with regards to the number of cats and dogs that a household can own. But in case you don't read your email I am sending this email to the entire council.*

*I am totally opposed to this idea. Nobody should be allowed to have more than two dogs for a number of reasons. One, most dog owners don't obey the leash laws. Two, if you allow someone to own four dogs and they get four pit bulls or four rottweilers the potential that someone is going to get bit or killed increases dramatically. Three, 30 to 50 people die each year in the United States from dog attacks.*

*See the following link for list of fatal dog attacks in the United States:*

*[https://en.wikipedia.org/wiki/List\\_of\\_fatal\\_dog\\_attacks\\_in\\_the\\_United\\_States](https://en.wikipedia.org/wiki/List_of_fatal_dog_attacks_in_the_United_States)*

*If Murray City Council changes this ordinance and I am ever attacked by a dog, I will sue each of you personally and Murray City for damages. This is ridiculous that you are even considering changing the ordinance to allow someone to own more than two dogs.*

Shauna Sandburg – Murray City, Utah

*I am sure you get tired of hearing complaints. I just wanted to say that I'm dismayed and disappointed at the types of businesses that are going in on State street, between 4800 S and 5300 S. I thought this area was going to be redeveloped and sort of gentrified. I hated to see the antiques store go and now Wrights costume and the dance studio, and some of this was even before Covid so who knows if they could have survived that? But I thought there was some kind of city plan to attract upscale businesses and housing--instead we have a hemp place, another tattoo parlor and is it a 'psychic that has gone into the Capri hair salon building? Not exactly the kind of businesses or clientele that I thought Murray was seeking, in an effort to revive and restore our downtown area. I would love to see something more vibrant and development that would inspire more confidence in investing in this area. I don't mean to be a snob--but not exactly the kind of places I, or my children, or my parents frequent. Thoughts? Wasn't there a City Council plan for all of this? thanks in advance for all you do.*

Richard and Beverly Crangle – Murray, Utah

*Members of the Police Force are not only valued citizens but are essential to our civilized and mostly peaceful way of life. Many are heroic in everyday activities to uphold law and keep order, risking their lives to protect citizens and their property.*

*The "media" are doing great harm in telling about or showing video clips which distort the reality and disguise the crimes being committed. Parts that do not tell or portray the "chosen story" will be omitted by editing the video clips. If the evidence of a crime and verdict do not comply with the "story," the "STORY" grows bigger and louder. Criminals are now being portrayed as "VICTIMS" of "police brutality."*

*The reality on video clips has shown heroic duty by police officers. Our local television stations showed a*

*short clip numerous times in May and June and into July of Bernardo running after committing a crime and implied that he was shot in the back by police. This was not the case. Extreme caution was taken. The officers waited to confirm that he was armed and he was shot only when attempting to shoot at police.*

*Instead of working on solutions to problems, "Media" have been shutting out and shutting down web sites that relay factual information to dispel some myths of racism and other problems. All of us need to be grateful that members of our police force, these strong and courageous people, are willing to show up and serve our communities.*

*Thanks to members of our police force for their service and to all who support them, including their families and staff!!*

Patrick Womack – Murray, Utah

*I am writing concerning the new change of the city code about pet ownership in Murray. I feel that this change is good and may actually not go far enough. I believe if people are able to contain, feed and care for the animals in their home that they should be able to have as many as they desire. I don't mean to say they should be permitted to create a health and safety issue but by permitting more animals you give futures to those animals. Making Murray an animal friendly city would be a positive move in what is a rather negative time in our society.*

**Public Hearings**

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

1. Consider an ordinance relating to land use; amends the General Plan from Low Density Residential to Medium Density Residential and amends the Zoning Map from R-1-8 to R-M-10 for the properties located at approximately 388 East and 398 East 4800 South (rear), Murray City, Utah. Dawndi Reichman applicant.

Staff Presentation: Melinda Greenwood, CED Director

Ms. Greenwood said these two parcels combined are .07 acres. The properties are located in back of other properties that front 4800 South. Originally, this entire property was owned by one owner and was subdivided sometime in the 1950s. When the subdivision took place, it created a couple of remnant parcels, which have been treated as part of the property. The applicant would like to sell the property, which is hard to do when the property is in different zones. The Future Land Use Map shows these properties remaining in the R-M-10 Zone. Due to the size of the lots, the most that could be built on all three lots would be one duplex.

Ms. Greenwood went over the allowed uses in the R-1-8 Zone versus the uses in the R-M-10 Zone. Both zones allow for single-family detached dwellings. A public hearing for this item was held during the June 4, 2020 Planning Commission meeting. Both staff and the Planning Commission are recommending approval of this proposal.

Ms. Greenwood added this is a housekeeping item. These parcels should have maintained the same zoning as their parent parcels. However, through the process, they somehow ended up in different zones.

Councilmember Dominguez asked how many units would be allowed if the properties were

combined.

Ms. Greenwood said the number of units that can be built is based on lot size. She reiterated that if the owner combined all three parcels, it would only be big enough to build one duplex. The lot size would not be large enough for anything but that to occur. The applicant's intent is to subdivide the parcel and sell these parcels as one unit with the parent unit.

Ms. Dominguez asked if these parcels were ever owned by the City and how they were zoned differently.

Ms. Greenwood replied her best guess is that when this piece of property was initially subdivided, the survey equipment and technology weren't as good as they are today, so there were gaps in the survey that created these remnant parcels. At some point in time, Salt Lake County must have recognized these gaps existed, and assigned the remnant parcels to the parent parcel. The City never owned these properties.

Ms. Greenwood said with the amount of properties in Murray, it can be hard to understand how these remnant parcels exist. With the way General Plan updates are done it can be hard to recognize a smaller parcel that could be tied to another larger parcel.

Ms. Dominguez asked how the City can avoid someone from building a fourplex as opposed to a duplex on this property.

Ms. Greenwood replied there are required square footages for a lot size. If all three of these lots were combined, it would be about 10,000 square feet. Per the allowed zone uses, a 10,000 square foot lot allows for a single-family detached dwelling or a two-family dwelling. Nothing larger is allowed.

The public hearing was open for public comments.

Harry and Carol Niehus – Murray City, Utah

*We live at 4864 So Cross Creek Lane & are very concerned that this property is being considered from Low Density Single Family to Medium Density Residential. Changing these lots to R-M-10 will affect our privacy and our live-ability in our backyard. We are concerned about an additional rental property close to our house. We are concerned about the number of cars that will be parking on 4800 South. We are concerned about additional traffic. We are concerned about the level of crime that comes with high rental property. We are concerned about additional noise level. We realize that progress is happening in Murray but upper 4800 South is not the answer. 4800 South is becoming another Vine Street with terrible traffic. It's becoming impossible to make left hand turn from Stone Creek Drive. To summarize we are against amending the Zoning Map. Leave the lots in question how they are.*

Sandi and Jim Seale – Murray City, Utah

*I have a concern regarding amending the General Plan from Low Density housing to Medium Density housing. This is putting a strain on our city, even though it creates taxes, it puts a strain on infrastructure within Murray. If we give in to Medium Density the next step in High Density, and no one wants that.*

*This will put a strain on*

- 1) Traffic on 4800 South – Crazy busy now- dangerous at Atwood and 4800 South*
- 2) Increase to Clean Water Demand*
- 3) Increase in Water Treatment*
- 4) Increase in Utilities, Garbage Pickup, etc.*
- 5) Schools, Facilities and Roads (which need help now, our roads are horrible)*

*We moved here because it was small and wanted to live in a small community. We think the city should stick to single / two family dwellings. No more apartment complexes. The property in question affects the people that live close to this proposed change. These people are the ones that should have some say. They already pay taxes.*

Linda Wild – Murray City, Utah

*I'm against amending this area to medium density. Please keep it Low density single family. We have too much traffic on 4800 S as it is. Apartments are too many & there's nowhere to park. Traffic lights with turning arrows are needed even now. People race on 4800 S at night especially. Our taxes go up each year but not updates & safety. Atwood & 4800 South needs a stoplight or there will be additional accidents. Thanks Linda Wilde 4851 S Stone Crest Drive.*

Larry Pond – Murray City, Utah

*I live in a single-family home; my backyard is adjacent to the 388 East and 398 East properties that have been requested to change zoning.*

*My concern is that changing the zoning would allow the home 398 East home that is now a rental to be converted into multiple apartment units and rented. The 388 property is for sale with a single-family home on it. Changing the zoning encourages developers to be interested not in the house but the property, not families looking for a home to raise children, but business making a profit. The request to change the zoning is made by people who do not live in these homes but make business decisions based on gain.*

*I am a resident of Murray, and I live here. I do not believe this is what is best for Murray. Our family has lived at the location for over 20 years. We do not support the zoning change to encourage the building of apartments in a single-family neighborhood.*

Jamie Pond – 4867 Cross Creek Circle, Murray, Utah

*I live in a single-family home, our backyard is immediately adjacent to the 388 East and 398 East, 4800 South properties. I am concerned with the proposed zoning changes that will convert a rental into a multi-unit apartment complex and the possibility of apartments. Our family has lived at the location for over twenty years. I feel that these changes to the zoning will cause a disturbance to our community, which will cause many changes that will disrupt our neighborhood including; noise level, property value, and increased parking and congestion on 4800 South. I do not support the zoning change to encourage the building of apartments in a single family neighborhood that is right next to our backyard. In addition, we do not support the changing of 398 residence into a multi-family home. We are not happy with these proposed zoning changes and request that the changes be denied.*

Councilmember Cox closed the public hearing.



Councilmember Martinez asked if the concerns regarding high density housing are founded with the way the zoning is and the size of the lots.

Ms. Greenwood said the applicant's intent is to do a lot line adjustment to combine the parent parcels with their child parcel. Legally you cannot combine two properties that are zoned differently. There would not be enough property to do multi-family housing. There would be enough property to do a duplex if all three parcels were combined. With the constraints of the property and the existing homes in the area, it's unlikely that multi-family housing would go in.

Councilmember Dominguez asked if the applicant was only going to sell one parcel.

Ms. Greenwood replied the applicant owns all three parcels, but the back parcel is zoned differently. She wants to combine the three parcels into two parcels that will all be zoned the same and then sell one of the lots.

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

Council roll call vote:

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

Nays: None

Abstentions: Councilmember Dominguez

Motion passed 4-0 (1 Abstention)

**Business Items**

1. Consider an ordinance amending Sections 6.04.010 and 6.16.015 of the Murray City Municipal Code relating to limitations on the number of dogs and cats allowed.

Staff Presentation: Kat Martinez, Councilmember

(See Attachment 1 for slides used during this presentation)

Councilmember Martinez said the City's current ordinance states the total number of dogs and cats that may be owned by any person at any property or residence shall not exceed two dogs and two cats. This proposal would change that to a total of four dogs and cats in any combination.

A second proposed change is to add that an animal foster provider is exempt from the limitation of cats and dogs. Currently, Murray City does not accommodate fostering.

A third proposed change would be to add that a person may harbor no more than one litter of animals in any one calendar year. If the litter exceeds the four animal limit, the person will have eight weeks from the day the litter was born to reduce the number of animals to comply with the Murray City Code. The Utah State Code allows animals to be with their mother for eight weeks before selling them.

These proposed changes are designed to: give residents more flexibility, encourage the licensing of animals, enable compliance with State Code by keeping litters with their mother for eight

weeks, and maintaining a focus on the health and safety of residents and their animals.

Rachel Heatley, Humane Society of Utah, spoke about how COVID-19 impacted their shelter operations and foster program. The Humane Society was able to remain open during COVID-19, but they had to reduce their staff by about 50% and the amount of animals that required their services did not change. Ms. Heatley explained how the Humane Society's fostering program works. They maintain complete control of the animals that are in foster care, the animals are just housed in a different place. Fostering is generally for a short duration and not long-term.

Carrie Siebert, Salt Lake County Animal Services, said that fostering animals is a vital program to municipal shelters and rescue organizations.

Councilmember Turner said she has had constituents that have had problems with someone having too many animals. She asked how many animals can be fostered at one time.

Ms. Siebert replied the amount of animals that can be fostered depends on what the foster home can adequately handle. They like to keep litters of kittens and puppies together and if they can't, they like to at least keep them in pairs. There is no set number of animals that can be fostered at one time.

Ms. Heatley said fostering is a financial and legal liability for the Humane Society. They pay for the veterinary care and food for the animals when they are in foster care. They try to find them a home as soon as possible.

Councilmember Turner asked if someone could have four of their own dogs and foster four other dogs as well.

Ms. Siebert said that is possible, however the organizations that release the animals into foster care would not release a foster animal into a home that could not care for the foster animals as well as their own adequately.

Councilmember Turner asked how they would know if someone wasn't able to take care of their animals as well as foster animals.

Ms. Siebert said a lot of times the fosters are un-weened and require regular checkups. Organizations will also do check-ins and home visits with the foster homes. If they are ever concerned a foster animal isn't receiving the care it needs, they can pull it out of the home.

Ms. Heatley said that Salt Lake County has an entire department for their foster program. They constantly check in with the people who are fostering to make sure the animals are getting the best care they can get. They will also remove an animal if it is not receiving the care it needs.

Councilmember Martinez said disease prevention between animals is a high priority. Keeping animals in smaller groups help prevents disease between animals.

Ms. Siebert said they usually only put one litter per foster home to prevent disease between the animals.

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

Council roll call vote:

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

Nays: Councilmember Turner

Abstentions: None

Motion passed 4-1

2. Consider an ordinance adopting Chapter 2.70 of the Murray City Municipal Code relating to the Public Safety Advisory Board.

Staff Presentation: Mayor Blair Camp

Mayor Camp said during the July 21, 2020 Committee of the Whole meeting he presented this ordinance creating a Public Service Advisory Board. This is the same ordinance; no changes have been made.

Councilmember Martinez said she loves the amount of training and experience the committee members will need. She asked what happens if this ordinance is adopted but there isn't enough time for them to get the training done.

Mayor Camp replied he believes there is enough flexibility within the administrative authority to accommodate those types of things.

G.L. Critchfield, City Attorney, said the committee members training is integral to making this work. The training should not be too extensive, with the exception of arranging the ride-alongs. The intent is to say once someone is trained they will be more valuable in coming to decisions.

Councilmember Dominguez reminded everyone that this ordinance can be amended if something needs to be changed. She feels Murray City has some great citizens that will be able to contribute to this board.

Councilmember Turner said this is an important board. She wants to ensure the board is active.

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

Council roll call vote:

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

Nays: None

Abstentions: None

Motion passed 5-0

**Mayor's Report and Questions**

Mayor Camp reported on the following items:

- This Friday, the movie in the park will be the "Rookie" and it will begin at 9:00 p.m. Jenny Oaks Baker will also be performing at the Amphitheater at 7:30 p.m.
- The new utility billing software will be going into effect in the next few weeks. Information about this change will be on the City's website. A flyer will also be included in our resident's utility bills.
- The Parks Department has done a comparison of attendance and revenues for the outdoor pool and Park Center for the period of January to June 2020 compared to the same period in 2019. The numbers of memberships and revenues are about half of what they were last year.
- The Fountain of Youth buildings are currently being demolished.
- The Pine Hill Business Park has been demolished to make room for parking for Security Nationals new building that is under construction.

Councilmember Martinez said the Murray City Police were called to the protest in Cottonwood Heights but were then sent away because they were not needed when they got there. She asked what the threshold was for being called to help out in another city.

Mayor Camp replied when something involving an officer shooting or some other major event, police departments will send out a 10-33 call, meaning they need all the help they can get now. All near by jurisdictions will respond as the situation is monitored. That is what happened with Cottonwood Heights the other night.

Councilmember Martinez said her hope is that if our officers showed up to a situation and found that other officers were not doing what they should, they would bring that information forward.

Councilmember Cox noted that other agencies responded when there was a shooting at Fashion Place Mall.

#### **Adjournment**

The meeting was adjourned at 7: 43 p.m.

---

Jennifer Kennedy, City Recorder



# Attachment 1

## 6.16.015 Regulation of Dogs and Cats/Limitations

### Previous

- A. The total number of dogs and cats that may be owned, harbored, licensed and maintained by any one person at any one property or residence of the City shall not exceed **two (2) dogs and two (cats)**, except as otherwise provided in this chapter.

### Proposed

- A. The total number of dogs and cats that may be owned, harbored, licensed and maintained by any one person at any one property or residence of the City shall not exceed **four, in any combination (i.e. the maximum combined total is four animals)**, except as otherwise provided in this chapter.



C. An animal **foster** provider is exempt from the limitation imposed pursuant to subsection A provided that all dogs and cats are **properly cared for** and do not become a nuisance as defined in section 6.12.090 of this chapter.





D. A person may harbor no more than **one litter of animals** (puppies or kittens) in any one calendar year. If the litter exceeds the limitations imposed pursuant to subsection A, the person will have **eight weeks** from the day the litter was born to reduce the number of animals to comply with subsection A.



4

This change is designed to

- ❖ give **residents** more **flexibility**
- ❖ **encourage** the licensing of animals
- ❖ enable **compliance** with state code by keeping litters with their mother for 8 weeks, and
- ❖ maintain a focus on the **health** and **safety** of residents and their animals.



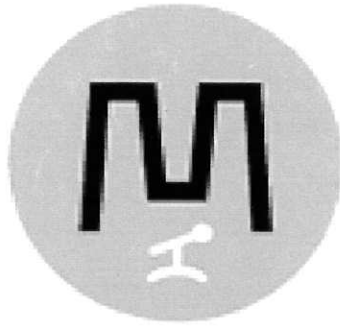
## Rachel Heatley

Advocacy Director  
Humane Society of Utah

## Carrie Sibert

Murray City Shelter Liaison  
Special Operations  
Salt Lake County Animal Services

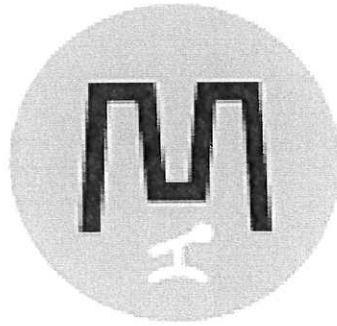




**MURRAY**  
CITY COUNCIL

# Citizen Comments

Limited to three minutes, unless otherwise approved by Council



**MURRAY**  
CITY COUNCIL

# Consent Agenda





**MURRAY**


## Mayor's Office

### Reappointment of Wendy Parsons Baker to the History Board

#### Council Action Request

#### Council Meeting

Meeting Date: August 25, 2020

<b>Department Director</b> Kim Sorensen	<b>Purpose of Proposal</b> Reappointment of board member.
<b>Phone #</b> 801-264-2619	<b>Action Requested</b> Consider confirmation of the Mayor's reappointment of Wendy Parsons Baker to the History Advisory Board.
<b>Presenters</b> Mayor Camp	<b>Attachments</b> Biography
	<b>Budget Impact</b> None
<b>Required Time for Presentation</b>	<b>Description of this Item</b> Wendy Parsons Baker will be reappointed to the History Advisory Board for a term of August 1, 2020 - August 1, 2023.
<b>Is This Time Sensitive</b> Yes	Resides in District 5.
<b>Mayor's Approval</b> 	
<b>Date</b> August 11, 2020	

**Wendy ParsonsBaker**

**Murray, Utah 84107**

---

I am a born and raised Murray-ite and was educated in the Murray School System. The majority of my optical career was spent working in a historical building. Murray has always been a great place to live and raise a family. I feel that it is important to preserve our past, as we move into our future. I hope by serving on the board, I can give something back to my city.

Thank YOU!

History





**MURRAY**


## Mayor's Office

### Reappointment of Rebecca Santa Cruz to the History Advisory Board

#### Council Action Request

#### Council Meeting

Meeting Date: August 25, 2020

<b>Department Director</b> Kim Sorensen	<b>Purpose of Proposal</b> Reappointment of board member.
<b>Phone #</b> 801-264-2619	<b>Action Requested</b> Consider confirmation of the Mayor's reappointment of Rebecca Santa Cruz to the History Advisory Board.
<b>Presenters</b> Mayor Camp	<b>Attachments</b> Biography
	<b>Budget Impact</b> None
<b>Required Time for Presentation</b>	<b>Description of this Item</b> Rebecca Santa Cruz will be reappointed to the History Advisory Board for the term of August 1, 2020 - August 1, 2023.
<b>Is This Time Sensitive</b> Yes	Resides in District 3.
<b>Mayor's Approval</b> 	
<b>Date</b> August 11, 2020	

## **Rebecca Santa Cruz**

### **Arts Related**

#### **Acting and Directing**

Attended the American Academy of Dramatic Arts in New York City

Graduated from the University of Utah with a BFA in Theatre: Acting Emphasis

(Specialized in acting and directing Shakespeare)

Performed in and directed many plays in New York and Los Angeles

Member of the Screen Actors Guild

Taught High School Drama in California for two years

#### **Art**

Both of my parents were artists and encouraged us to learn all we could about art. I took art history in college and have toured many of the world's renowned museums. I have taken an active interest in my brother, Robert Barrett's career as an artist from selling his work to accompanying him on art related field trips across the country.

#### **Writing**

My interest in writing has always run a parallel course with my other interests in the arts. I am always involved in some writing project, whether it be a play for submission to the Shakespeare Festival in Cedar City, a short story, or an article, I am always writing something.

I have taught writing for 23 years, in public school and in the learning center environment.

I developed a writing program for Polaris Curriculum, wrote 14 books for them and edited many more.

In 2004, I opened my own learning center, and taught writing, English and history classes there; including AP Lang/Comp, AP Lit, AP US History, and AP World History. At the center, we also had an art lab in which we offered a wide variety of classes. When the SAT added a writing segment, I developed a writing program for students taking the test. This led into college counseling, and helping students write their college essays, which is what I do now.

For eight years, I served as the Media Relations Specialist for the Long Beach East Stake of the LDS Church. During that time, I wrote many press releases and articles for a variety of publications.

### **History**

My love of historic homes began with the house I grew up in, located at 13<sup>th</sup> East and Harvard Ave. It is a Norman Revival complete with two towers and was built in the 1920's by a man who owned a tile company. Growing up in that home was a catalyst for my interest in architecture and tile from ornate majolica fireplace surrounds to hand glazed tile of the Arts and Crafts movement.

Visiting historic homes is a passion of mine, and I have spent time in homes from San Diego to Boston, from South Carolina to Maine. I love the architectural detail and craftsmanship of these historic homes. The home my father grew up in, where I spent a significant part of my childhood, is the Brinton Dahl house located on Spring Lane. The Victorian Eclectic home on Wesley Road that my grandfather grew up in has always been a presence in my life. We called it the Red House, when I was young; it exuded an atmosphere of charm and mystery as it was furnished, yet abandoned for most of my childhood years. It was obvious to my child's eyes that there were untold stories hiding in every corner of that house. So, last summer when the house came up for sale, my husband and I moved heaven and earth to buy it. I have many plans to restore some of the original elements that have been lost over the years. I plan to continue studying Victorian homes of the era to aid the process.

I hope this gives you a little insight into me and my background. Perhaps you will have a better idea than I do which board would be the better fit for me.

Best regards,

Rebecca



**MURRAY**


## Mayor's Office

### Reappointment of Laurel Anne Shepard to the History Board

#### Council Action Request

#### Council Meeting

Meeting Date: August 25, 2020

<b>Department Director</b> Kim Sorensen	<b>Purpose of Proposal</b> Reappointment of board member.
<b>Phone #</b> 801-264-2619	<b>Action Requested</b> Consider confirmation of the Mayor's reappointment of Laurel Anne Shepard to the History Advisory Board.
<b>Presenters</b> Mayor Camp	<b>Attachments</b> Biography
	<b>Budget Impact</b> None
<b>Required Time for Presentation</b>	<b>Description of this Item</b> Laurel Anne Shepard will be reappointed to the History Advisory Board for the term August 1, 2020 - August 1, 2023.
<b>Is This Time Sensitive</b> Yes	Resides in District 5.
<b>Mayor's Approval</b> 	
<b>Date</b> August 11, 2020	

# Laurel Anne Shepard

Murray, Utah. 84107

## PROFILE

Compassionate, experienced healthcare professional with proven expertise in both nursing and management. Led teams to exemplary results in critical safety and accreditation results. Fostered environments of excellence and dedication to highest level of patient care. Driven to continue a fulfilling career by positioning herself closer to the patient experience.

## EXPERIENCE

**Administrator, St. Mark's Outpatient Surgery Center; Salt Lake City, Utah - Oct. '14- Feb. '16**

Responsible for oversight of day-to-day operations for a combined staff of 39 clinical and business office professionals. Act as a liaison between clinical staff and surgical staff. Manage block utilization to ensure smooth case flow. Prepare and present reports to Process Improvement, Medical Executive, and Governing Board. Led staff through successful completion of JCAHO and QRS surveys. Redesignated Medical Record process and paperwork to increase efficiency and communication between clinical staff and physical partners.

**Clinical Director/Risk Manager, St. Mark's Outpatient Surgery Center; Salt Lake City, Utah - September '11 - October '14**

Assumed Administrative responsibilities when Administrator absent. Supervised three direct reports. Oversaw team of 45 Registered Nurses, Techs, LPNs, CNAs, Rad Tech. Managed day-to-day operations of surgery and recovery rooms. Responsible for Risk Management, Quality Improvement, and Infection control. Implemented JCAHO compliance and CMS regulations.

**PACU Charge Nurse, St. Mark's Outpatient Surgery Center; Salt Lake City, Utah - November '09 - September '11 -**

Responsible for overseeing staffing and evaluations. Oversaw 10 direct reports. Coordinated studies. Assisted with Infection Control. Held position of Employee Health nurse since 2003.

**RN Staff, St. Mark's Outpatient Surgery Center; Salt Lake City, Utah - September '97 - November '09**  
Job Title, Company Name; City, State -

Pre-operative care for 18-28 cases/day. Post-operative care for Outpatients from 4 ORs.  
Discharge instructions for patients and their families.

Staff Nurse, University of Utah, Short Stay Surgery; Salt Lake City, Utah - April '92 -  
June '96 —

Pre-operative care for all patients going to the OR. Post-operative care and discharge  
instructions for Outpatient patients.

RN Staff, HCA Medical Center of Plano; Plano, Texas - April '88 - March '92  
Staff Nurse and Weekend Charge nurse for 44 bed General Surgery floor.

RN Staff, Holy Cross Hospital; Salt Lake City, Utah - January '79 - April '88  
Staff nurse, 44 bed General Surgery unit.

LPN staff, Cottonwood Hospital; Salt Lake City, Utah - May '78 - December '78  
Floor Nurse, General Surgery. Working while finishing RN degree.

#### **EDUCATION**

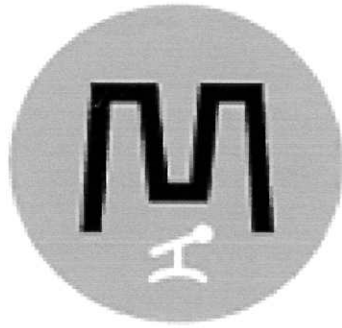
Weber State University, Ogden, Utah. Associates Degree, Nursing. 1979

Westminster College, Salt Lake City, Utah. Bachelor of Arts, Psychology/Human  
Relations. 1975

#### **CERTIFICATIONS**

BLS, PALS, ACLS

Current to 2017



**MURRAY**  
CITY COUNCIL

# New Business #1



**MURRAY**

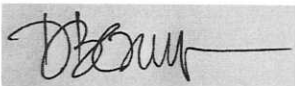
# Community & Economic Development

## Van Winkle Crossing, Memorandum of Understanding

### Council Action Request

Council Meeting

Meeting Date: August 25, 2020

<b>Department Director</b> Melinda Greenwood  <b>Phone #</b> 801-270-2428  <b>Presenters</b> Melinda Greenwood Jared Hall     <b>Required Time for Presentation</b>   <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>  <b>Date</b> July 11, 2020	<b>Purpose of Proposal</b> Consideration of a resolution approving a Memorandum of Understanding to govern a mixed use development  <b>Action Requested</b> Approval of resolution  <b>Attachments</b> Draft MOU, Conditional Use Permit, Presentation Slides, Resolution  <b>Budget Impact</b> N/A  <b>Description of this Item</b> On December 5, 2019 the Planning Commission approved a request by Kimball Development and ICO (Ivory Commercial) for a mixed use project known as Van Winkle Crossing at 4670 South 900 East (on the former K-Mart site). The project includes 421 multi-family housing units and 21,000 square feet of commercial space on the 10.52-acre property. The development proposal required both a Conditional Use Permit and a Master Site Plan approval. Master Site Plan approval carries a specific requirement for a Memorandum of Understanding (MOU) - a document intended to control and govern the phasing of the development and assure that commercial elements are included. Because the Planning Commission cannot enter into agreements such as a MOU, it must be brought to the City Council for review and action. A brief outline of the components of the MOU follows, with the draft document attached for review.
---	--



### **Continued from Page 1:**

The Memorandum of Understanding (MOU) can be viewed as a development agreement between Murray City and the Developer which will govern the Van Winkle Crossing mixed use development. It can be considered in four major components, each of which is briefly reviewed below:

- 1) The composition of the mixed use project. In this case, the MOU specifies that the project is composed of 421 dwelling units, with a minimum of 21,000 square feet of commercial buildings, and parking, amenities, landscaping, utilities, accesses, and right of way improvements that have been approved in a Master Site Plan.
- 2) The phasing of the development. A mixed use development of this size is usually phased. The MOU identifies the dwelling units, parking, amenities and utilities that must be constructed in each of the phases. The MOU further identifies a "commercial" phase, and specifies that the City will allow the commercial development to occur, but requires that the minimum 21,000 square feet must be constructed within five years of the execution of the MOU.
- 3) The maintenance of the existing access. There is an existing access from east to west through the development parcel from a neighborhood in Millcreek (on the west) to 900 East. It was of great concern to the public safety officials, engineering and planning staff, Millcreek residents and the Planning Commission that the access remain open. Subsequently, it has been made a part of the Master Site Plan and guaranteed as an access by its inclusion in the MOU.
- 4) Performance and termination. The MOU provides for the City's withholding of building permits or certificates of occupancy and the issuance of stop orders as remedies for failure on the Developer's part to meet the requirements of the Master Site Plan and MOU. The MOU can also potentially be terminated by the City if the Developer fails to submit building permit applications for the first phase of development within two years of the execution of the MOU, and applications for the required commercial development within four years.

The MOU was presented to the City Council at the Committee of the Whole Meeting on August 4, 2020 for discussion and will come before the Council on August 25, 2020 for formal approval.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING WITH KIMBALL  
INVESTMENTS, LLC AND ICO MULTIFAMILY HOLDINGS, LLC  
(jointly, "Developer").

WHEREAS, Developer is the owner of 10.5 acres of certain real property located  
at or near 4670 South 900 East, Murray, Utah (the "Property"); and

WHEREAS, the Property is situated in the Mixed Use, M-U Zone and Developer  
wants to build a horizontal mixed-use development; and

WHEREAS, section 17.146.050 of the Murray City Municipal Code requires that  
horizontal mixed use developments located on parcels greater than five acres require  
both: (1) a Master Site Plan, approved by the Planning Commission on December 5,  
2019; and (2) a Memorandum of Understanding with the City, to govern "requirements  
for the timing of the installation of improvements, construction of critical development  
components, and further memorializing the requirements for development of the several  
buildings and parcels as contained in the Master Site Plan and other project approvals";  
and

WHEREAS, the City and Developer have negotiated a Memorandum of  
Understanding, a copy of which is attached as Exhibit "A"; and

WHEREAS, the Council finds that the proposed terms are acceptable;

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

1. It does hereby approve the execution of a Memorandum of Understanding  
with Developer in a form substantially the same as that attached hereto as Exhibit "A";  
and
2. The Memorandum of Understanding is in the best interest of the City; and
3. Mayor D. Blair Camp is hereby authorized to execute the Memorandum of  
Understanding on behalf of the City and to act in accordance with its terms.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

MURRAY CITY MUNICIPAL COUNCIL

---

Rosalba Dominguez, Chair

ATTEST:

---

Jennifer Kennedy, City Recorder



## MEMORANDUM of UNDERSTANDING

For Process and Timing of a Horizontal Mixed-Use Development

This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between Murray City Corporation ("City"), a Utah municipal corporation, and Kimball Investments, LLC and ICO Multifamily Holdings, LLC. (jointly "Developer").

### RECITALS

**WHEREAS**, Developer is the owner of certain real property located at or near 4670 South 900 East, Murray, in Salt Lake County, Utah, ("Property"). The Property consists of 10.5 acres of land as more particularly described in Exhibit "A", attached hereto and incorporated herein; and

**WHEREAS**, the Property is located and situated in the Mixed Use, M-U Zone; and

**WHEREAS**, Developer wants to develop the Property and is willing to design and construct a mixed-use development ("Development") in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the Murray City General Plan, zoning, and development regulations; and

**WHEREAS**, Developer proposes the construction of a horizontal mixed-use development as illustrated on the site and phasing plan attached as Exhibit "B", which Development includes both commercial and residential aspects, respectively five multi-family residential apartment buildings totaling 421 dwelling units and commercial building pads and property to accommodate twenty-one thousand (21,000) square feet of commercial, retail, and office buildings along with associated right-of-way, utility, amenity, and landscaping improvements; and

**WHEREAS**, the parties acknowledge that both commercial and residential aspects are essential components of mixed-use developments; and

**WHEREAS**, the City wants assurance from Developer that the commercial aspects and required improvements of the Development are completed through coordinating the process and timing of the commercial and residential aspects of the Development and the associated site improvements thereof; and

**WHEREAS**, the parties desire to enter this MOU in order to address the process, timing, and specific aspects of the Development as required by the Mixed-Use Zone; and

**WHEREAS**, Developer has voluntarily represented to City that it will enter into this binding MOU; and

**WHEREAS**, the City Council, acting pursuant to its authority under Utah Code Annotated section 10-9a-101 et seq., and its ordinances, resolutions and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Development and, in the exercise of its legislative discretion, has elected to approve this MOU;

**NOW, THEREFORE**, based upon the mutual promises and conditions herein, the parties hereby enter into this Memorandum of Understanding and agree as follows:

1. Incorporation of Recitals: the recitals are hereby incorporated as part of this MOU.
2. Affected Property: This MOU shall apply to the property located at or near 4670 South 900 East, Murray, Utah as more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein.
3. Master Site Plan: Developer agrees to adhere to and install improvements in accordance with the Master Site Plan approved by the Murray City Planning Commission. The Development shall include five residential buildings with 421 total dwelling units, commercial buildings totaling no less than 21,000 square feet, as well as associated parking, landscaping amenities, utilities, accesses and right-of-way improvements.
4. Development Phasing: Residential development will be constructed in three phases described here and as more particularly illustrated in Exhibit "B", which is attached hereto. Required commercial development may occur independently during both residential phases.
  - a. Phase 1 shall include construction of:
    - i. 301 residential units in one (1) 5-story building and one (1) 4-story building as shown on Exhibit "B";
    - ii. A central 4.5 level parking structure;
    - iii. Improvements to interior accesses as conditioned by the Conditional Use Permit and depicted in Exhibit "B";
    - iv. All utility improvements necessary for distribution to construction sites in the commercial project area adjacent to 900 East as designated on Exhibit "B", and right-of-way improvements to the project frontage along 900 East as required in the M-U Zone.
  - b. Phase 2 shall include construction of:
    - i. 120 residential units in a 5-story building with podium parking; and
    - ii. All remaining parking and site amenities required under the Master Site Plan.
  - c. Commercial Phase: Developer shall construct no less than 21,000 square feet of retail, commercial and/or office space, as required by the M-U Zone and as depicted conceptually in Exhibit "B." City agrees that the required commercial development of the property may occur as separate and individual projects, evaluated by the City as they are proposed, but shall be constructed no later than five (5) years after the execution of this MOU. The parties understand that commercial development must comply with standards of the M-U Zone, the Master Site Plan, and must contribute to and not impede the connectivity and pedestrian oriented nature of the larger project.
5. Access Management: Developer agrees to maintain free and open access from east to west across the Development between 900 East and 4680 South as depicted in Exhibit "B".

6. Compliance with City Design and Construction Standards. Developer acknowledges and agrees that nothing in this MOU shall be deemed to relieve it from the obligation to comply with all applicable laws, ordinances, resolutions, regulations, rules, policies and procedural requirements of the City necessary for the development of the Property, including payments of fees and compliance with the City's design and construction standards, except as expressly provided herein.
7. Reserved Legislative Powers. Nothing in this MOU shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land-use plans, policies, ordinances and regulations after the date of this MOU, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Property as provided herein.
8. Remedies: Should Developer fail to adhere to requirements as outlined herein, the City may: (a) issue stop orders and/or (b) refuse to issue additional permits or certificates of occupancy for any buildings or portions thereof of the Development.
9. Assignment: This MOU, the provisions, terms or conditions hereof and the benefits, rights and obligation arising hereunder may be assigned in whole or in part by Developer to any other party, individual, or entity with the prior express written consent of the City, which consent shall not be unreasonably withheld or delayed, as follows:
- a. Certain Sales not an Assignment: Developer's leasing, selling or conveying units, lots or pads in the Development and/or any approved Phase to builders, users, or sub-developers, shall not be deemed to be an assignment subject to the above-referenced approval by the City.
  - b. Related Party Transfer: Developer's transfer of all or any part of the Property to any entity related to Developer (as defined by regulations of the Internal Revenue Service), Developer's entry into a joint venture for the development of the Property or Developer's pledging of part or all of the Property as security for financing shall also not be deemed to be an assignment subject to the above-referenced approval by the City. Developer shall give the City notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such notice shall include providing the City with all necessary contact information for the newly responsible party.
  - c. Notice: Developer shall give the City written notice of any proposed assignment thirty (30) days in advance of the proposed assignment. In addition, Developer shall provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation, including the contact information for the proposed assignee.
  - d. Deemed Approved: Unless the City objects in writing within ten (10) business days' receipt of written notice of the proposed assignment, the City shall be deemed to have approved of and consented to the assignment.

Commented [JH1]: In the event that city staff need to contact, research and evaluate a potential new assignee's ability to perform, at least 2 business weeks are needed (factoring in response times, etc.) 30 calendar days in the notice will accommodate that.

- e. **Partial Assignment:** If any proposed assignment is for less than all of the Property, the Development, this MOU, the provisions, terms or conditions hereof and the Developer's benefits, rights and obligations arising hereunder, then the assignee shall be responsible for the performance of each of the obligations contained in this MOU to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
  - f. **Grounds for Denying Assignment:** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's ability to perform the obligations of Developer proposed to be assigned.
  - g. **Assignee Bound by this MOU:** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MOU as a condition precedent to the effectiveness of the assignment.
  - h. **Binding Effect:** If Developer sells or conveys all or a portion of the Property to sub-developers or related parties, the Property, Development, or portion thereof so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such Property, Development, or portion thereof, and be subject to the same limitations and rights of the City when owned by Developer and as set forth in this MOU without any required approval, review, or consent by the City except as otherwise provided herein.
  - i. **Assignment Approval Dispute:** A dispute related to the approval of any proposed assignment under this Section 7 shall be resolved by each party selecting a disinterested third party with experience in real estate development and land use entitlement, and those two selecting a third similarly qualified person who will be the final arbiter of the City's refusal to approve the proposed assignment. The parties agree to proceed in good faith to ensure that this entire resolution process is completed within ten (10) business days of the City's written rejection of a proposed assignment, unless extended by a writing signed by both parties. The parties shall abide by, defer to, respect and honor the decision of the third arbiter for all purposes under this section.
10. **Governing Law & Venue:** This MOU shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this MOU shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
11. **Severability:** In case any one or more of the provisions contained in this MOU shall be held invalid, illegal, or unenforceable in any respect under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that they are invalid, illegal, or unenforceable, and the remainder of this MOU shall continue in full force and effect.
12. **Limitation of City's Liability:** In no event shall the City be liable for anticipated profits or for incidental, indirect, consequential, liquidated, or special damages.

13. MOU to Run with the Land: This MOU shall be recorded against the Property described in Exhibit "A" hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.
14. Waiver: The failure of either party at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements, or covenants contained in this MOU shall not constitute a waiver of such provision, nor in any way affect the validity of the MOU, any part hereof, or the right of the party hereunder to demand strict compliance and performance therewith. None of the undertakings, agreements, or covenants of either party under this MOU shall be deemed to have been waived unless such waiver is evidenced by an instrument in writing signed by both parties.
15. Relationship of Parties: This MOU does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto. Neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.
16. No Third-Party Beneficiaries: City and Developer are the only parties to this MOU and are the only parties entitled to enforce its terms. Nothing in this MOU, express or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity other than the parties, any rights, remedies, or other benefits under or by reason of the MOU.
17. Termination:
- a. [This MOU may be terminated by City if Developer fails to submit to the City within two (2) years of City Council approval of this MOU ("Approval") "complete" building permit applications as defined by the City's Building Code in effect at the time of Approval for the first phase of residential development (excluding the area necessary for any required parking)]. Prior to such termination, the City shall first provide Developer with sixty (60) days written notice, which notice shall be withdrawn if Developer submits a "complete" application prior to the expiration of 60 day period or such additional time as agreed to between the parties. Termination of this MOU shall not result in termination of any other legally binding Agreement or action based upon this MOU unless such additional termination is required under the terms of such other Agreement or action. Notice of termination shall be given in writing and either (1) delivered personally, (2) sent by facsimile transmission with an additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City that the Agreement has been terminated.
  - b. This MOU may be terminated by City if Developer fails to submit to the City within four (4) years of Approval "complete" building permit applications as defined by the City's Building Code in effect at the time of Approval for an additional amount of square feet of commercial development (excluding the area necessary for any required parking) to achieve a total for the Project of 21,000 square feet of commercial development (excluding the area necessary for any required parking). Notice of termination shall be given in writing and either (1) delivered personally, (2) sent by facsimile transmission with an

**Commented [JH2]:** The multi-family residential component of the project required conditional use permit approval (CUP). Without action (seeking of permits at the very least) the CUP will expire in two years. Adding that same time-frame to the first phase of the project (residential) makes sense from a processing standpoint.

**Commented [JH3]:** Once the CUP has been acted on (Phase 1) it remains in effect. Planning Staff finds four to five years reasonable to expect that permits for the remaining phase would have been sought and work begun (see section 4-c of this MOU.)



additional copy mailed first class, or (3) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City that the Agreement has been terminated.

18. Authority: The parties to this MOU represent to each other that they have the full power and authority to enter into this MOU, and that all necessary actions have been taken to give full force and effect to this MOU. Developer and City warrant to each other that the individuals executing this MOU on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

SIGNATURES ON FOLLOWING PAGE

DATED as of the day and year first written above.

MURRAY CITY CORPORATION

KIMBALL INVESTMENT LLC / ICO Inc.

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

\_\_\_\_\_  
(Signature)

ATTEST:

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
City Attorney's Office Department

\_\_\_\_\_  
Community & Economic Development Department

EXHIBIT "A"



**Commented [JH4]:** The potential amendments to the Site Plan have been reflected in the language of this draft of the MOU, but the street improvements on the west leg of 4680 South through the project have not been updated to reflect the PC's requirement for angled or parallel parking and sidewalks. That still needs to be done.

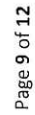


EXHIBIT "C"  
Mixed-Use Zone

EXHIBIT "D"  
Conditional Use Permit  
(attached)

EXHIBIT "E"  
Planning Commission Meeting Minutes  
(attached)





### **CONDITIONAL USE PERMIT**

APPLICANT: VAN WINKLE CROSSING  
LOCATION: 4670 South 900 East  
DATE: December 5, 2019  
APPROVAL: Multi-Family Residential (421 units), Project #19-146

The Murray City Planning Commission has approved your Conditional Use application. All improvements which are required by the Murray City Zoning Ordinance or Planning Commission action must be installed or arrangements for a Deferral Agreement must be made, prior to the issuance of any Occupancy Permit for the land being developed, or commencement of the approved Conditional Use. Any deviation from or amendment to the approved site plan must have Planning Commission approval prior to construction.

**This Conditional Use approval is subject to other generally applicable Land Use Ordinance requirements and other Murray City Ordinances as administered by Flood Control, Fire Department, Engineering Department, City and County Board of Health, Water and Sewer Department, Power Department, etc.**

The following list indicates the specific conditions required by this Conditional Use Permit which are in addition to any other generally applicable requirements (referred to above) for approval with the building permit and be installed as approved prior to occupancy.

1. The applicant shall meet all requirements of the City Engineer in development of the project, including but not limited to the following:
  - a) Meet City storm drainage requirements, on-site detention/retention is required. Implement Low Impact Development (LID) practices where applicable.
  - b) Install Mixed Use right-of-way improvements along the 900 East frontage.
  - c) Replace damaged curb, gutter and sidewalk along the 900 East frontage.
  - d) Obtain utility service approvals from JVVCD and Mount Olympus Sewer.
  - e) Provide a traffic impact study and implement recommendations. Move east access on 4750 South 100 feet to the west.
  - f) Eliminate parking stalls from the north side of the south building pad near 900 East.
  - g) Provide and maintain open access to the west neighborhood, preferably by dedicated city road.
  - h) Develop a site stormwater pollution prevention plan (SWPPP) and implement prior to site work.
  - i) Obtain a Land Disturbance Permit prior to beginning any site work.
  - j) Obtain a City Excavation Permit for work in the City right-of-way.
2. The applicant shall work with the Murray Power Department to provide and implement plans for lighting and electrical service, meeting all department requirements.
3. The applicant shall work with Murray City Fire Department and the Unified Fire District personnel to assure appropriate emergency services access throughout the site, and to the adjacent residential and commercial neighborhoods to the west and south.

4. The applicant shall meet all requirements of the Jordan Valley Water Conservancy District and Mount Olympus Sewer District.
5. The project shall comply with all applicable building and fire code standards.
6. The applicant shall enter into a Memorandum of Understanding with Murray City governing the development of the property as outlined in the Staff Report.
7. The applicant shall work with Planning Division staff to review and modify the improvements to the west portion of the principal east/west vehicular access include sidewalks, landscaping, and appropriate parking as indicated in the staff report.
8. The landscape plans shall be modified to include an eight (8) foot high masonry wall as a part of the required landscape buffer where the project is adjacent to residential zoning.

Sincerely,

Jared Hall, Manager  
Community Development Planning Division

**\*THIS LETTER CONSTITUTES THE CONDITIONAL USE PERMIT\***

Minutes of the Planning Commission meeting held on Thursday, December 5, 2019, at 6:30 p.m. in the Murray City Municipal Council Chambers, 5025 South State Street, Murray, Utah.

Present: Ned Hacker, Chair  
Sue Wilson, Vice Chair  
Phil Markham  
Travis Nay  
Lisa Milkavich  
Jared Hall, Planning Division Manager  
Zac Smallwood, Associate Planner  
Briant Farnsworth, Deputy City Attorney  
Citizens  
Excused: Scot Woodbury  
Maren Patterson

The Staff Review meeting was held from 6:00 p.m. to 6:30 p.m. The Planning Commission members briefly reviewed the applications on the agenda. An audio recording is available at the Murray City Community and Economic Development Division Office.

Ned Hacker opened the meeting and welcomed those present. He reviewed the public meeting rules and procedures.

#### APPROVAL OF MINUTES

Travis Nay made a motion to approve the minutes from the October 24, 2019 Planning Commission meeting. Seconded by Phil Markham.

A voice vote was made, motion passed 5-0.

#### CONFLICT OF INTEREST

There were no conflicts of interest.

#### APPROVAL OF FINDINGS OF FACT

Phil Markham made a motion to approve the Findings of Fact for AutoZone and E & M Research & Development. Seconded by Lisa Milkavich.

A voice vote was made, motion passed 5-0.

#### SALT LAKE AUTO SALES LLC 4205 South Commerce Drive #4 - Project #19-159

Thanoon Giravi was present to represent this request. Zac Smallwood reviewed the location and request to operate an auto sales business out of Unit #4 in the Industrial Park located at 4205 South Commerce Drive. The property is located in the M-G zone, which requires Conditional Use approval for auto sales. The applicant's space is approximately 215 square feet of open office. The building has a total of 3,600 sq.ft. The building floorplan shows a shared breakroom and restroom facilities. No changes to the existing floor plan are proposed. The applicant states that as part of the lease agreement the business will have access to seven (7) total parking spaces. This property has multiple businesses operating out of the building. According to the floorplan submitted to staff at least six (6) businesses (including Salt Lake Auto) are located within the building. Additionally, there are multiple towing companies that use this property as a storage lot for vehicles. The applicant states that this a sales-only lot. No

body work or painting will be conducted at this location. Staff has calculated required parking based on the usable office space as the applicant is the only employee. Based on the requirement above a total of one (1) space is required for this use, and it will need to be ADA van accessible. According to the site plan that was submitted with the application and a review of the lease agreement provided by the applicant, the proposed auto sales business will have three (3) dedicated "display" spaces, labeled as stalls 16, 17, and 18. The applicant will also have access to an additional four (4) guest spaces labeled as 12, 13, 14, and 15. There is an ADA van accessible space on the south side of the building that would be available to anyone using the site. No additional parking spaces are required at this time. Exclusive of the access driveway, the property has approximately 271 feet of frontage along Commerce Drive. Section 17.68 of the Murray City Land Use Ordinance requires landscaping in the front setback area for commercial properties. This must include at a minimum: three (3) trees, five (5) 5-gallon shrubs, and ten (10) 1-gallon shrubs for every one-hundred (100) linear feet of property frontage. Based upon this requirement the front setback landscaping for this property must include a minimum of 8 trees; the minimum required number of five (5) gallon shrubs is 14; the minimum required number of one (1) gallon shrubs is 27. Staff recommends approval of the Conditional Use Permit subject to conditions.

Mr. Markham asked if an irrigation system is required along with the required new landscaping. Mr. Smallwood responded that an irrigation system will be required along with the landscaping plan.

Ms. Milkavich asked about the requirement for a sign permit. Mr. Smallwood responded that any new signage will require a building permit.

Ms. Milkavich commented that the lease agreement is signed in August of 2019 and asked if the applicant has been operating at this location since August. Mr. Smallwood responded that there was confusion between having this location being the sales office location and his other location on 500 West being the mechanical repair location.

Thanoon Giravi, 4205 South 300 West, stated he has reviewed the staff recommendations and will comply with those conditions.

The meeting was opened for public comment. No comments were made and the public comment portion was closed.

A motion was made by Sue Wilson to approve the Conditional Use Permit for auto sales at 4205 South 500 West #4, subject to the following conditions:

1. The applicant shall meet the requirements of the City Engineer listed below
  - a) Update tenant addresses to match the correct parcel address.
2. The property owner shall ensure that a wheelchair accessible route to restrooms which include an eighteen inch (18") wall space at the latch/pull side of the door is provided.
3. The property owner shall ensure that accessible restrooms have a lever type door handle.
4. The project shall comply with all applicable building and fire code standards.

5. The applicant shall obtain a building permit for any proposed remodeling or construction on the site.
6. Auto body and painting are not to be conducted at this location.
7. The applicant shall display all for sale vehicles in striped parking spaces only. No double or stacked parking is allowed. Any new striping must meet the requirements of Section 17.72 of the Murray City Land Use Ordinance related to off street parking.
8. The property shall comply with landscaping standards outlined in Chapter 17.68 of the Murray City Land Use Ordinance. The property owner shall work with Planning Division Staff to implement an appropriate Landscape Plan.
9. The applicant shall obtain permits for any new attached or detached signs proposed for the business.
10. The applicant shall obtain a Murray City Business License prior to beginning operations at this location.

Seconded by Travis Nay.

Call vote recorded by Mr. Hall.

  A   Phil Markham  
  A   Travis Nay  
  A   Lisa Milkavich  
  A   Sue Wilson  
  A   Ned Hacker

Motion passed 5-0

SECURITY NATIONAL LIFE INSURANCE CO – 433 West Ascension Way – Project #19-160

Brandon Federico was present to represent this request. Jared Hall reviewed the location and request. Security National is requesting approval for construction of the second building in what they now call Center 53. The properties are located within the C-D zone and the G-O Zone. The first building and a parking structure were approved and constructed in 2016. This request for Building 2 also includes temporary parking lots and the installation of the full length of the planned road and associated utilities through the project. Section 17.160.030 of the Murray City Land Use Ordinance allows office uses. New construction in the C-D Zone is required to receive Site Plan and architectural approval from the Planning Commission. The subject property is located on the north side of 5300 South adjacent to the southbound off-ramp of I-15. The subject property for the construction of Building 2 is located between 5300 South and Ascension Way. Phase 2 includes the construction of Building 2 and a temporary parking lot adjacent to the west. Additionally, Phase 2 will include associated improvements made to other large portions of the total project area, including the installation of the proposed road (Ascension Way) and the utilities within it through to the existing connection to Murray Boulevard. Several additional temporary parking areas will be constructed along the new road. In the final phases of the project construction, these temporary lots will be redeveloped as parking structures and as additional buildings. The Phase 2 plan, improvement plans, and the full build-out plan are attached to this report for your review.



Although there is no requirement for a Master Site Plan in the C-D or G-O Zones where this project is located, the applicants have provided an updated master plan to provide the context for what is proposed in Phase 2. The Master Site Plan now anticipates a total of four 6-story office buildings, an "amenities" building, two new parking structures, an extension of the existing parking structure, and a large, central landscaped open space with a food truck court, outdoor seating, and a fountain. The construction of the new building, temporary parking lots, the road, and utilities will necessitate the demolition of several existing structures on the site, including the existing office building and Taco Time restaurant on the subject property itself. Other buildings that will need to be demolished are indicated in several plans attached to this report. Demolition permits will be required for all buildings to be removed.

Building 2 is a proposed 6-story office building, adding 219,812 ft<sup>2</sup> of Class A office space to the Center 53 project. Floor plans are open to allow for tenant finishes. The building is sited in the southeast corner of the project for a strong visual presence on 5300 South and I-15. The materials will match those used for Building 1. Architectural elevations with materials indicated as well as renderings are attached to this report. The amenities and improvements immediately surrounding Building 2 also provide a strong connection to Building 1 and the rest of the Center 53 project. Staff deems the architecture, site design, and materials appropriate and recommends approval.

Phase 1 included a large parking structure associated with the building. Building 2 will include an associated parking structure at build-out, but in Phase 2 the applicants are proposing a temporary, 198 space parking lot in its place. Other temporary lots will also be constructed during this phase, providing an additional 531 temporary parking spaces. In conjunction with the available parking in the existing structure, the proposed temporary parking will be more than what is required for buildings 1 & 2 and will facilitate the construction of future buildings until the lots can be converted to structures. The temporary lots will be constructed with landscaping and lighting representing infrastructure that can be included when the lots are converted to parking structures.

Landscaping plans for Phase 2 include landscaping around the temporary parking structures that will provide the landscaped buffers for the future parking structures, landscaped setbacks between building 2 and Ascension Way, 5300 South, and the I-15 off-ramp, as well as a landscaped courtyard area at the entrance to the building. The courtyard and entrance to Building 2 is planned to mirror the materials and patterns of the entrance to Building 1 across Ascension Way, tying the project and the two buildings together.

All access to the subject property and to Center 53 in general is provided from Ascension Way. Ascension intersects with College Drive, and indirectly with 5300 South at the signalized intersection of College Drive. Ascension Way will be extended through the project area and out to Murray Boulevard on the north. A traffic impact study has been provided, and the City Engineer is working with the applicants to update that study and assure that the intersections at Murray Boulevard and College Drive meet the demands. Ascension Way has been dedicated as a public right-of-way, and the plan calls for further dedications as the project develops. City Engineering and Public Works personnel are working with the developers to provide City standard improvements to accommodate the roadway dedications. The landscaped medians are cared for privately through an agreement with the City, which must be extended with the new roads.

There are UTA bus routes operating on 5300 South and on Murray Boulevard that could provide

potential public transit connections from this project to the Murray Central Station. Staff recommends that as the phases continue to build out, the applicants should work with UTA and the Planning Division to explore and maximize those possibilities.

Based on the information presented in this report, application materials submitted and a site review, staff recommends that the Planning Commission approve the proposed Site Plan for Phase 2 of Center 53 and the associated improvements at the property addressed 433 West Ascension Way, subject to conditions.

Brandon Federico, 222 West 925 North, Centerville, Utah, stated he has reviewed the staff recommendations and will comply.

The meeting was open for public comment. No comments were made and the public comment portion was closed for this agenda item.

Ms. Milkavich made a motion to approve the Master Site Plan for Phase 2 of Center 53 and the associated improvements at the property addressed 433 West Ascension Way subject to the following conditions:

1. The applicant shall meet the requirements of the City Engineer listed below:
  - a) Meet City storm drainage requirements, on-site detention/retention is required. Implement Low Impact Development Standards (LID) where applicable.
  - b) Resolve property line issues associated with Lot 4 of the Ascension at 53<sup>rd</sup> Plat.
  - c) Vacate any unused utility easements on Lot 1 & Lot 4 and within the dedicated roadways.
  - d) Update the site Traffic Impact Study to address City and UDOT review comments and implement recommendations.
  - e) Install water, sewer and storm drain utilities in Ascension Way / Green Pine Drive and complete the water line loop from 5300 South to Murray Boulevard.
  - f) Complete Ascension Way and Green Pine Drive through the site prior to occupying the Phase 2 building.
  - g) Provide widening and realignment work at Green Pine Drive's connection to Murray Boulevard to maintain a uniform road width and alignment with Germania.
  - h) Update / amend the existing Maintenance Agreement for Landscaped Medians and Sidewalks to reference the amended plat and the complete roadway dedication to Murray Boulevard.
  - i) Obtain a UDOT access review and any required permits.
  - j) Obtain a UDOT Encroachment Permit for work in the 5300 South right-of-way.
  - k) Implement Low Impact Development (LID) practices where applicable.
  - l) Develop a site stormwater pollution prevention plan (SWPPP) and implement a Land Disturbance Permit and implement prior to beginning any site work.
  - m) Obtain a City Excavation Permit for work in the City right-of-way.
2. The applicant shall provide stamped/signed plans, structural calcs and a soils report at the time of Building Permit submittal.
3. The project shall comply with all applicable requirements of the 2018 IFC.



4. The applicant shall work with the Murray Sewer & Water Division to correct any issues that are identified.
5. The project shall meet all Power Department requirements.
6. The applicant shall obtain permits for any new attached or detached signs proposed for the business.
7. The applicant shall obtain a Murray City Business License prior to beginning operations at this location.

Seconded by Sue Wilson.

Call vote recorded by Mr. Hall.

  A   Phil Markham  
  A   Travis Nay  
  A   Lisa Milkavich  
  A   Sue Wilson  
  A   Ned Hacker

Motion passed 5-0

**VAN WINKLE CROSSING – 4670 South 900 East – Project #19-145 & 19-146**

Ryan Kimball was present to represent this request. Jared Hall reviewed the location and request for Site Plan approval. Kimball Investment Company is requesting Master Site Plan and Conditional Use Permit approval for a 10.5-acre mixed use development consisting of 421 multi-family units and 21,000 square feet of retail and commercial space. The residential portion of the development will be located principally to the west, while the commercial uses will occupy several potential buildings along the frontage of 900 East. The development will maintain access to both the Ivy Place shopping center on the south and the single-family residential neighborhood on the west. In this way, the proposed mixed-use development itself will improve the existing connections and become part of a larger mixed-use area. Because the project is larger than 5 acres and includes horizontal mixed-use elements, a Master Site Plan must be reviewed and approved by the Planning Commission. The project will be developed in two phases which will be reviewed in this report. The first phase is intended to include the construction of two high-rise, multi-family residential buildings – one four-story and one five-story. As a land use, high-rise multi-family requires Conditional Use approval in the M-U Zone. Development approval for the first phase of the project then requires both the Master Site Plan and Conditional Use approvals for the residential buildings. As new commercial buildings are proposed, they will be reviewed for site plan and/or conditional use permit approval as required according to the Master Site Plan. There are a total of 723 parking stalls on the site to accommodate the commercial and the residential units. There will be some shared parking situations with the different hours of use. The project as a whole meets the minimum parking requirements. One of the components for a Master Site Plan is that there be central feature of some kind to tie the commercial and residential portion of the project together. There is a landscaped plaza connected by the pedestrian connections throughout the project which also create a visual connection. The thought is that people living in the residential units will frequent the commercial establishments. Throughout the residential and commercial portions of the project the accesses are designed to look and feel more like streets with park strips and sidewalks and parking along the sides.

The total residential density of the project is 40 units per acre as proposed. Section 17.146.040 allows a density of 40 units per acre for projects located more than one mile from the nearest transit station. The subject property is located 1.42 miles from the Murray Central Station.

During the general plan amendment and zone change application process, it was indicated that access for the residential neighborhood on the west needed to remain open so there is open access for those residents out onto 900 East. The developers have agreed to keep that access open. It will not be a dedicated road, but will be part of the project. The interior sidewalks are not required to be 7 feet wide as they are along the 900 East frontage.

A Memorandum of Understanding (MOU) is required for horizontal mixed-use developments in order to govern the timing of the installation of improvements, ensure performance on critical development components, and memorialize the requirements for development of the various parcels and buildings. The applicants will be required to enter into the MOU with the City Council, with a recommendation from the Planning Commission. A draft MOU will be provided for your review. The chief components are:

- Timing of Construction (Phasing). The phasing plan that was previously reviewed in this report is memorialized by the MOU. No commercial buildings are required in Phase 1 (although they are not necessarily precluded), but the utility infrastructure for those buildings will be installed. This represents a significant commitment both monetarily and in terms of overall design and will more than suffice to guarantee that retail and commercial components will be constructed.
- Access Management. The accesses that have been provided to the west (residential neighborhood in Millcreek) and to the south (Ivy Place shopping center) are considered critical development components by planning, engineering, and emergency service providers in both Murray and Millcreek. Because the access is not proposed as a dedicated public right-of-way, the MOU will serve to memorialize the requirement that the access remain open in perpetuity.
- Continued compliance with the requirements of the M-U Zone.

Horizontal mixed-use projects are required to include commercial components totaling a minimum of the equivalent area of 75% of the project frontage with a depth of 40'. Applying this formula to the 687 feet of project frontage along 900 East results in a required commercial component of 20,610 square feet. The proposed development includes 21,000 square feet of commercial space. The project frontage along 900 East will be improved with the 7' wide sidewalks and 8' wide park strips that are required by the M-U Zone. 900 East carries a high volume of vehicle traffic, and the larger sidewalks and park strips will help to buffer the site and protect the potential of pedestrian activity. The proposed commercial elements are located along the 900 East frontage, and the applicants have proposed well-defined pedestrian connections from the project site to the right-of-way improvements.

Vehicle access to the site is provided from 900 East near the north and south ends of the property. The 25' wide north access is secondary and will provide limited ingress and egress. The principal access to the site is the existing, signalized intersection with 900 East near the south end of the property. This access is proposed to run east and west through the subject property and continue the historic connection of 900 East to 4680 South, a public right-of-way. 4680 South connects the subject property to a single-family residential neighborhood in

Millcreek, where the only other vehicular access is limited to the Van Winkle Expressway. The applicants have agreed to keep the access open through to 900 East, which will also allow an open access between the subject property and the Ivy Place shopping center. Both vehicular and pedestrian circulation benefit from this access. The roundabout is 20 feet in width accessing the residential neighborhood to the west. The roundabout was originally proposed to be a central feature, but the planning division did not agree.

Pedestrian circulation has been provided throughout the site, connecting both the residential and commercial components, as well as connecting the subject property to the public improvements on 900 East. Staff is recommending that the improvements to the west portion of the principal east/west vehicular access be modified to mirror those closer to 900 East – including sidewalks, landscaping, and appropriate parking to accommodate pedestrian access and activity between the subject property, the adjacent neighborhood, and the Ivy Place shopping center.

A traffic impact study of the development has been provided and is under further review by the City Engineer. The study summary indicates that the accesses proposed will accommodate the development without necessitating any additional infrastructure. The study included the intersections of 900 East with Van Winkle and with 4500 South and concluded that the inclusion of traffic from the residential neighborhood to the west would not impact site function.

The applicant proposes to construct four (4) residential buildings in this project with a total of 421 rental units, with 32 of the units being three-bedroom units with the balance being studio, one-bedroom and two-bedroom units. Two (buildings A and B) are included in phase one with a total of 301 units. The only height requirements within the Mixed-Use Zone are when a property is adjacent to a single-family residential zone and limits the height to fifty feet (50') when located within 100 feet of a residential boundary. This project is bounded on the West and a small corner on the North by Single-Family Residential zoning in Millcreek City.

Building A is the closest to the west property line and is four (4) stories. The applicant has stated that the buildings will not be higher than fifty feet at this location. The plans submitted to Staff indicate up to fifty-three feet (53') this will need to be modified to reduce the height slightly. Building B is the largest of the buildings proposed on this site. It is proposed to be five (5) stories with the exception of the northwest corner of the 5<sup>th</sup> story, which will be used as rooftop amenity terrace in order to meet the 100-foot distance requirement. The remainder of the building is appropriately located to allow the 5-story height.

Buildings C and D will be constructed as a part of Phase 2 for this development and will include approximately 120 units. These are the smaller buildings located on the south and east side of the project. The proposed buildings meet the intent of the ordinance with no additional conditions proposed.

For the commercial component, as referenced previously, the total required space to be designated as commercial is 20,610 ft<sup>2</sup>. The applicant has laid out potential sites for these commercial buildings but has not addressed the building specifics. Because of the nature of commercial development as the pad sites are sought by tenants and the applicants are ready to construct commercial buildings those buildings will be brought to the Planning Commission for review and approval.

Based on the information presented in this report, application materials submitted, and a site review, staff recommends approval subject to conditions.



Ms. Milkavich asked what the likelihood is of the commercial buildings being built where the public feature is shown. Mr. Hall responded that requirement could be part of the MOU and that the site improvements proposed are tied as exhibits to the MOU.

Mr. Markham asked if the roundabout could potentially be eliminated. Mr. Hall responded that all the city departments wanted the roundabout in the project and the access to the residential neighborhood to the west to remain open.

Ms. Milkavich clarified that the mixed-use zone is similar to the European idea of a high-density community where everybody hopefully walks because everything is within walking distance and that is why it is ideally located near a transit system. Mr. Hall responded that yes, ideally they are located by a transit system which would lend itself to a higher density. When the community is more of an outlying area such as what is being presented, the density is decreased. Murray City's Mixed-Use Zone includes components to downgrade the density and allow a horizontal mixed use that is much more appropriate when in a "village" or outlying area such as this, but where mixed uses should still be allowed. There will obviously be a trip reduction with the decreased density and the likelihood that some of the residents will use the services offered in the mixed-use development, but not as much of a trip reduction as there would be closer to a transit station where residents are more likely to utilize the transit system.

Height limitations are based on proximity to residential zones. Within the first 100 feet of a residential zone, the maximum height is 50 feet. Building A is only allowed 50 feet of height and is four-stories. Building B, the larger building in the middle, is five-story structure because it is farther from the residential zone.

Ms. Milkavich asked how close is building A in comparison to the existing K-Mart building. Mr. Hall responded the existing K-Mart building is a little closer than building A will be. Building A is taller than the K-Mart building.

Ms. Wilson asked the height of the masonry wall adjacent to the residential zone. Mr. Hall responded the minimum required is a 6-foot height and could be up to 8 feet in height. The planning commission can determine what height is appropriate.

Mr. Markham asked about construction hours and expressed concern with impact on the residential neighborhood. Mr. Hall responded normal construction hours are based on the noise ordinance which is imposed from 10 p.m. until 7 a.m. Mr. Hall stated typically those hours are not adjusted because they come from County Health Code.

Mr. Hacker asked if the access will remain open during the construction period. Mr. Hall responded the access is to remain open during construction and needs to be large enough for emergency services as well. The site will need to have a perimeter fence as well during construction. A land disturbance permit and SWPPP is required prior to construction.

Mr. Smallwood indicated the distance from the fence line to the K-Mart building is 38 feet. The proposed Building A is approximately 100 feet from the fence line. Along the westerly side of the property there will be 18 feet of buffer landscaping, a row of parking, a drive aisle, another row of parking and landscaping, and then the building which is approximately 100 feet total width.

Ms. Milkavich stated this project makes a lot of people nervous, including herself. She expressed concern with the traffic, but that Murray City and Millcreek do a great job solving the issues of traffic and development. Most of the traffic concerns will be on 900 East and not the traffic into the residential neighborhood to the west. Mr. Hall stated most of the traffic will be from the development onto 900 East and not to the west into the residential neighborhood because that is an indirect route and takes you northbound only. Ms. Milkavich stated that the city is growing and there is no stopping that, but that the only way to address traffic is to improve the traffic patterns and the traffic study does that with right-in right-out, left turn lanes, the timing of the traffic lights including the light at 4500 South 900 East and Van Winkle 900 East.

Mr. Nay commented that the traffic study indicates that the traffic light at 4705 South 900 East is going to be basically be the same level of service and the points of impact will be the Wal-Mart access will decrease and further up at the top of the hill intersection will be more difficult to do left hand turns. The traffic study did project future growth out to 2025 and 2030.

Mr. Hall stated a mixed-use project on this site does more than a regular development such as a straight multi-family development would for the region.

Mr. Nay asked for explanation with regards to the sewer, water, etc. Mr. Hall responded that the question with entitlements such as this is if the project can be accommodated with infrastructure and not just can traffic be accommodated. Mr. Hall stated Murray City does not provide all those utilities. Murray City Power is provided here and has indicated they can accommodate the project and provided a will-serve letter. Will-serve letters are letters from utility companies indicated they can accommodate the proposed project. Murray City staff has received letters from the utilities for this proposed project. Olympus Sewer is the sewer district in this area and have given a will-serve letter. Jordan Valley Water Conservancy and Dominion Energy have also given will-serve letters.

Mr. Hall stated this area will be in the Murray City School District. Mr. Hall stated that the school district has also indicated that they can accommodate school children in this development even if it requires some busing of children.

Mr. Hall stated that Millcreek City has been consulted with this proposal because it will impact their residents and businesses more than Murray. Millcreek Council representative Silvia Catten has had conversations with our staff and her main concern was that the access remains open for the residents west of the project. Millcreek City Engineering indicated requirements similar to those of the Murray City Engineer, which can be addressed. Frank Lily with Millcreek City Planning indicated similar concerns as Murray City that can be addressed with conditions of approval. Unified Fire and Unified Police did not have any objections to this proposal but indicated that the open access to the residential neighborhood was critical. Mr. Hall commented that there were no objections from Millcreek City.

Ryan Kimball, 1000 South Main Street, Salt Lake City, stated he is representing the developer for this proposal. He stated he has reviewed the recommended conditions of approval. He asked for clarification with regards to the condition stating to move the east access on 4750 South 100 feet. He stated they had already responded to that condition with the current site plan because the City Engineer had brought it up before. Jared Hall concurred with the correction.

Mr. Kimball stated one of the access points that benefits this development is the south access

through Ivy Place and provides a right-hand turn straight on to Van Winkle. He stated he wanted to make the residents aware that from a practical standpoint on egress, drivers will likely go straight out to the signal or short cut through Ivy Place onto 900 East. There is no good reason for drivers to drive through the neighborhood to the west. He stated the owners of Ivy Place Commercial are excited about this development and feel it will benefit their businesses that have recently suffered a downturn. He stated they plan to work with planning staff on the access road remaining open 100% of the time, but that during construction that may be an impractical promise because there will need to be resurfacing that has to be considered.

Mr. Markham stated that he is inclined to change condition #8 to include an 8-foot high buffer masonry wall rather than the standard 6-foot buffer wall. Mr. Kimball stated that is not a problem if it is a true benefit, and they will comply given the large distance of the project from the residential neighborhood.

Mr. Nay suggested that there is good quality pedestrian access for people to get through the development to the southern access out of the neighborhood through their development.

Ms. Milkavich asked what the time frame of construction might be. Mr. Kimball replied that it is hard to know for sure, but a guess would be about a 22 to 24 month first phase, total construction. Phase two for the commercial is market driven so it could be anybody's guess how long that could take. Ms. Milkavich replied that she had concerns about the market based commercial space. Mr. Nay stated that he feels it is a realistic time frame based on a recent project that took four years to start phase 2. Mr. Kimball responded that the residents won't want to live in a construction zone, so they'll button up the future commercial site during the initial lease out of the apartments. Future tenants won't want to commit to leases until there are a good number of residents.

The meeting was open for public comment.

Deborah Hoyt, 814 Green Valley Dr., Millcreek, stated she has lived in her home for 41 years and has concerns about the vehicle access staying open, increased traffic from future residents and commercial uses, buildings that exceeding 3-stories, population density, strain on infrastructure, and inadequate parking.

Peter Meslik, 4654 Namba Way, stated he has lived in his home for 40 years, and has concerns about how many cars and people would be allowed per unit, access to the neighborhood, and how many total parking spaces are planned for the development.

Rob Bennett, 4700 South Namba Way, stated everybody is concerned about increased traffic in the neighborhood, the project name, access through the neighborhood, insufficient parking, noise, emergency services, infrastructure capacity, density, no benefit to the neighborhood and it should be stopped or reduced.

Renee Matsuura, 4679 Greenvalley Drive, stated she is concerned about the height of the building on the west side, privacy, strain on the infrastructure, and density.

Steve Enomoto, 4628 South Greenvalley Drive, stated that he believes the "will serve letters" that promise the ability to develop the infrastructure to serve the project is not a guarantee that there will not be sewer problems in the future. The Greenvalley subdivision already has known sewer problems. There are additional concerns about traffic accessing the neighborhood, height

of the buildings, privacy, lack of promise of indemnity for possible problems, and lack of communication from Millcreek City to Murray City.

Lydia Kane, 4622 Greenvalley Drive, stated that she uses the egress from her neighborhood onto Van Winkle because it is the quickest way out of the neighborhood. She also believes that others will use this access and cause too much congestion in front of her home.

Christian Mansfield, 4626 South Mamba Way, stated that he appreciates the concerns mentioned tonight as well as the effort to develop the area, which will be of great value. He has concerns that the proposed height of the buildings is out of character with the area, even though they are within the legal maximums. Also, he believes that the access from 900 East through the development is wider than the access that is currently present which is good to move traffic efficiently but the dip in the road will also slow the traffic. Mr. Mansfield recommended that the developer regrade the road.

Sally Steel, 716 East 4660 South, stated she just learned of this proposal and any of the weird traffic coming from the development will pass directly in front of her house. Ms. Steel added that she believes all the neighbors who have jobs will use the street that she lives on to get to work and that the traffic study has not taken this concern into consideration. Ms. Steel also has concerns that the four-story building is too tall, and an 8-foot high fence is barely tall enough.

Kelly Mansfield, 4626 S Namba Way, stated she has concerns that the building is too tall, privacy for the existing homes, that the 900 East access will become too congested during rush hour to exit, and that the approval of this development will be detrimental to the lives of the children who live in the neighborhood because of traffic concerns.

Julie Price, 4621 Greenvalley Drive, stated she agrees with the idea that people will not use the 900 East egress to exit, instead they will use the neighborhood street to get to 4500 South.

Sylvia Catten, 1026 Hillview Drive, stated she is on the Millcreek City Council and is familiar with this neighborhood. Ms. Catten asked if the proposed 723 parking stalls includes retail parking counts, will residents be allowed to use the retail parking stalls after hours, will the traffic roundabout be taken out, and if so will it be replaced by speed bumps, are the units going to be rentals or owner occupied, will there be on-site management, what will happen to Java Joe's, will the traffic signal going onto 900 East have adjusted timing for the increased traffic, what developments are included in phase 1 and phase 2, and is there a development agreement for the MOU. Ms. Catten stated that she is glad that this property will be developed and believes that a lot of the crime in Millcreek comes from the Wal-mart and the empty K-Mart property. She is also concerned about the building height, the disruption to the neighborhood, traffic using the neighborhood to cut through, increased use of the already deteriorating roads of Millcreek, the need for signage to direct traffic away from the neighborhood, and that there is a security concern due to the population of homeless people who live in the area.

Susan Alva, 753 Tina Way, stated that she is concerned about the height of the four story building and increased traffic.

Dave Brown, 4623 Namba Way, stated that he believes that traffic study is total garbage. He also has concerns about increased traffic in the neighborhood, crowding of Ivy Place shopping Center, the pothole at the light onto 900 East, height of the building, refusal of Murray City to annex the neighborhood, privacy of the homeowners, overcrowded parking, and the size of the



round-a-bout.

Wendy Fagre, 4705 Greenvalley Drive, stated that she is concerned about more apartments, the turnover of renters, the decrease of test scores in schools, and decreased home values.

Rachael Tanni, unknown address, stated she works at the Ivy Place complex and is very excited about the development; however, she is concerned about the height of the buildings, overcrowded parking, traffic, and increased crime from lower income renters.

The public comment portion was closed for this agenda item.

Ms. Milkavich asked if there is a new road proposed through the development or if the existing egress is going to be used. Mr. Hall explained that they are keeping the existing access into Ivy Place from the neighborhood open as part of the access agreement. Mr. Hall addressed the public comments about the sewer and stated that Murray City is not providing the sewer to the existing neighborhood or the new development, but that it will be provided by Mount Olympus Sewer. The concerns about the existing sewer can be better addressed by Mount Olympus Sewer. Mr. Markham stated that the sewer provider is responsible for making sure the system works and we have to trust that they know how to regulate their systems.

Mr. Hall addressed the traffic concerns and stated the traffic study indicates that there is no likelihood people will use the neighborhood to get to Van Winkle; however, there is no way to guarantee that no car will ever use the through the neighborhood. The developer would be happy to close off the access, but several different public entities have demanded that it stay open. We can explore the idea of signage as we move forward with the MOU. The proposed MOU does function like a development agreement and will guarantee that those improvements happen. Phase 1 will allow the first two residential buildings for 300 units and all of the utilities and the infrastructure for the commercial and residential units. Phase two would allow the construction of the two remaining residential structures. Neither phase includes the commercial portion specifically because commercial development may happen before phase 1 is finished depending on the interest in this site. The improvements to the dip in the intersection are already on the list of improvements needed. Currently, the site consists of a big empty parking lot which is an invitation for vehicles to travel at any rate of speed. The installation of the roundabout will slow traffic, which is good for safety reasons. The round-about will be kept if the size can be reduced but still allow emergency vehicles to pass. If it can't be kept, the other improvements and changes to visual cues alone will reduce the speed of vehicles. The Mixed-Use Zone allows 50-foot buildings at a distance of 100-feet from residential and would not be appropriate to recommend the reduction to height at this time. The proposed density is also allowed, and the traffic study shows that the site will accommodate the proposed parking as well. The parking that is provided does slightly exceed the required parking under code. There will naturally be some shared parking between the residential and commercial uses as night falls. The units are going to be two and three bedroom units and the likelihood that all these units will have two or more vehicles is nil.

Mr. Markham asked what type of involvement the Murray City Staff has had with the Millcreek City Staff. Mr. Hall answered that Murray City Staff has had communication with Millcreek about this proposal through phone and email but didn't receive the feedback in time to include it in the Staff report tonight. Millcreek City was noticed on November 21, 2019 of this project and all communication has been with Frank Lilly, the Planning Director. The residential units are proposed to be rental units, with on-site management. Rental product today compared to 10

years ago has changed significantly and it is not feasible to have only two-story developments. We also need to have 4 and 5 stories for a true mixed-use project. The school district does have some concern with renters possible coming and going but that will hopefully be limited due to the market today, which makes it challenging for people to buy houses, so they are staying longer in this type of housing than previously. Ms. Wilson asked if these are market rate rental units. Mr. Hall replied yes, they are market rate units and the market is expensive. Until this point the project has not been identified as lower-income housing. Murray needs to support this project because we need to increase our ability to provide affordable housing, and if it were lower income housing the city should still support it. Mr. Hall stated that there were some concerns about crime, and that his response is that activity in an area is always a deterrent to crime. The redevelopment of this site from a big empty parking lot to a 421 market rate units and new commercial on 900 East should decrease incidents and concerns. The City does everything that we can to assure that the problems that can be mitigated are mitigated. The same thing goes for utilities: when they give the will-serve letters, that they are committing that they are going to make this work. That's as much of an indemnification as they can give anybody, but no one can ensure you will never suffer an impact because they can't control all of those variables. Mr. Nay added that he believes much of the criminal activities that were expressed as concerns during the rezoning will most likely go away with the development of this property. Mr. Markham noted that there was a concern about the impact to schools and that this development will feed into Murray City Schools and they have examined the plan, seen the density, the size of the apartments and they have indicated they can handle this with the existing school set up. Mr. Hall added that there is the possibility for cross over into Granite School District, but we have only been contacted by Murray City School District. Zac Smallwood summarized the letter received from Frank Lilly of Millcreek City and stated they had concerns about the access being preserved in perpetuity and formalized thought some type of agreement. It was noted that the proposed access onto 900 East will be improved over what it is now and that curb and gutter to match the regrading of the road to mitigate the dip in the road and meet ADA requirements. The west abutting residential property lines should include landscaping including trees. Murray City shows at least 18 feet of proposed landscaping. They were also in agreement that most traffic would use Ivy Place to access 900 East after reviewing the traffic report.

Ms. Milkavich suggested if there are any existing trees in the proposed buffer area that they be preserved. Mr. Hall stated that if there any trees that it would be a good idea to preserve them as best as they can. [public clamor] Mr. Hall addressed the question from the unidentified public about traffic and stated that the traffic study does indicate that it is not likely drivers would wander into the farther neighborhood to get out of the shopping area when they can simply access a traffic signal nearer to the shopping area to exit the development. {public clamor} Mr. Hall responded to the unidentified public and stated that we always ask for traffic studies. If we had not asked for one, then people would ask why a traffic study was not done. Now we have one and it is not accepted. Ms. Wilson stated that when she was reading the traffic study she was impressed with the efforts and lengths they went through to investigate the benefit of having the light at 4680 South at 900 East and making additional turn lanes to help mitigate any possible traffic. The City has done a very good job with researching all the contingencies with this project. Ms. Milkavich stated that she also had concerns about traffic but after reading through the packet in detail she appreciates the traffic study more and yes, there will changes to traffic but there are plans in place to address them. Mr. Hall stated that although nothing is final, the developers are trying to work out something with Java Joe's to keep them as a tenant if they are able to. Mr. Hacker stated that traffic is always a contentious subject and there will be something that the study gets perfect and some things that are not accurate but, they are

generally pretty good. Millcreek City can try to use some other traffic calming methods inside the neighborhood to slow traffic if needed. Mr. Markham clarified that because that street is in Millcreek City, Murray City cannot mandate change for the area, but Millcreek residents can become involved to propose changes that may be needed in the future. Mr. Nay added that this is a high-quality development that is being proposed and is a big investment on the part of the builders and not everybody will be able to afford living in this type of development. The builders are trying to incorporate this into the broader context of the area and it actually improves large aspects of this area like the frontage along 900 East because it will have a larger park strip, larger sidewalks, a sidewalk network that will incorporate it into the neighborhood, and the greater neighborhood and will be safer for pedestrians. The access is a contentious situation, but the Millcreek residents will be using this access as much as the Murray Residents. Ms. Milkavich mentioned that she was glad we had so many Millcreek residents come out to participate and hoped it helped them to gain some understanding.

It was suggested to amend the conditions to add a mandatory 8-foot masonry wall.

Mr. Nay made a motion to approve the Master Site Plan Approval to allow the proposed mixed-use development on the property addressed 4670 South 900 East, subject to the following amended conditions:

Seconded by Phil Markham.

Call vote recorded by Mr. Hall.

<u>A</u>	Travis Nay
<u>A</u>	Phil Markham
<u>A</u>	Lisa Milkavich
<u>A</u>	Sue Wilson
<u>A</u>	Ned Hacker

Motion passed 5-0

Mr. Markham made a motion to approve a Conditional Use Permit to allow the proposed mixed-use development on the property addressed 4670 South 900 East, subject to the following amended conditions:

1. The applicant shall meet all requirements of the City Engineer in development of the project, including but not limited to the following:
  - a) Meet City storm drainage requirements, on-site detention/retention is required. Implement Low Impact Development (LID) practices where applicable.
  - b) Install Mixed Use right-of-way improvements along the 900 East frontage.
  - c) Replace damaged curb, gutter and sidewalk along the 900 East frontage.
  - d) Obtain utility service approvals from JVVCD and Mount Olympus Sewer.
  - e) Provide a traffic impact study and implement recommendations. Move east access on 4750 South 100 feet to the west.
  - f) Eliminate parking stalls from the north side of the south building pad near 900 East.
  - g) Provide and maintain open access to the west neighborhood, preferably by

- dedicated city road.
- h) Develop a site stormwater pollution prevention plan (SWPPP) and implement prior to site work.
  - i) Obtain a Land Disturbance Permit prior to beginning any site work.
  - j) Obtain a City Excavation Permit for work in the City right-of-way.
2. The applicant shall work with the Murray Power Department to provide and implement plans for lighting and electrical service, meeting all department requirements.
  3. The applicant shall work with Murray City Fire Department and the Unified Fire District personnel to assure appropriate emergency services access throughout the site, and to the adjacent residential and commercial neighborhoods to the west and south.
  4. The applicant shall meet all requirements of the Jordan Valley Water Conservancy District and Mount Olympus Sewer District.
  5. The project shall comply with all applicable building and fire code standards.
  6. The applicant shall enter into a Memorandum of Understanding with Murray City governing the development of the property as outlined in the Staff Report.
  7. The applicant shall work with Planning Division staff to review and modify the improvements to the west portion of the principal east/west vehicular access include sidewalks, landscaping, and appropriate parking as indicated in the staff report.
  8. The landscape plans shall be modified to include an 8-foot masonry wall as a part of the required landscape buffer where the project is adjacent to residential zoning.

Seconded by Travis Nay.

Call vote recorded by Mr. Hall.

  A   Phil Markham  
  A   Travis Nay  
  A   Lisa Milkovich  
  A   Sue Wilson  
  A   Ned Hacker

Motion passed 5-0


#### OTHER BUSINESS

Mr. Smallwood confirmed attendance for the December 19, 2019 and the January 2, 2020 Planning Commission Meetings.

Travis Nay made a motion to adjourn. Seconded by Phil Markham.

A voice vote was made, motion passed 5-0.

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

  
\_\_\_\_\_  
Jared Hall, Planning Division Manager

# VAN WINKLE CROSSING

## Memorandum of Understanding

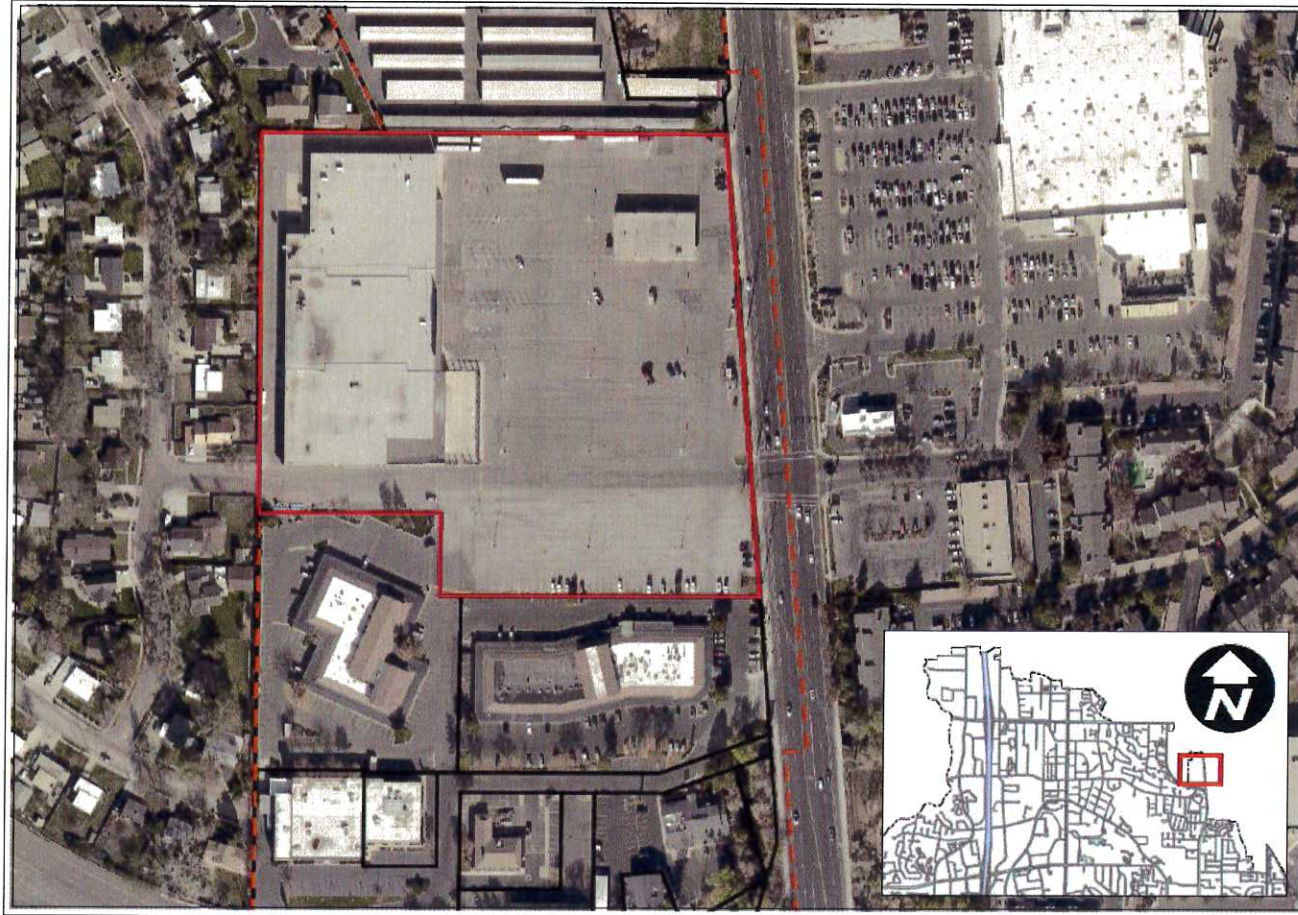
Address: 4670 South 900 East  
10.52 acres

Applicant: Kimball Development  
Ivory Commercial (ICO)



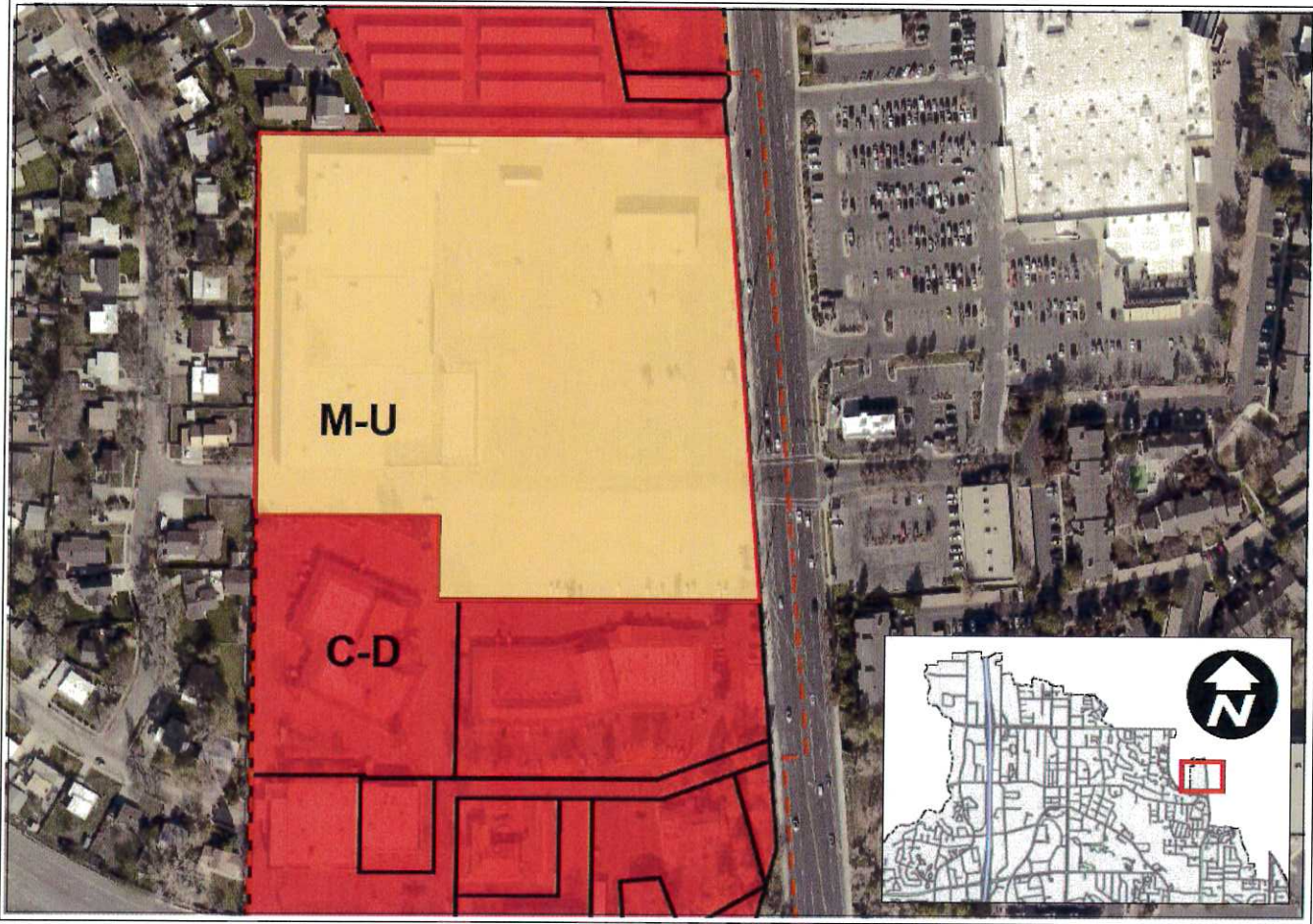


## Aerial Map, Subject Property

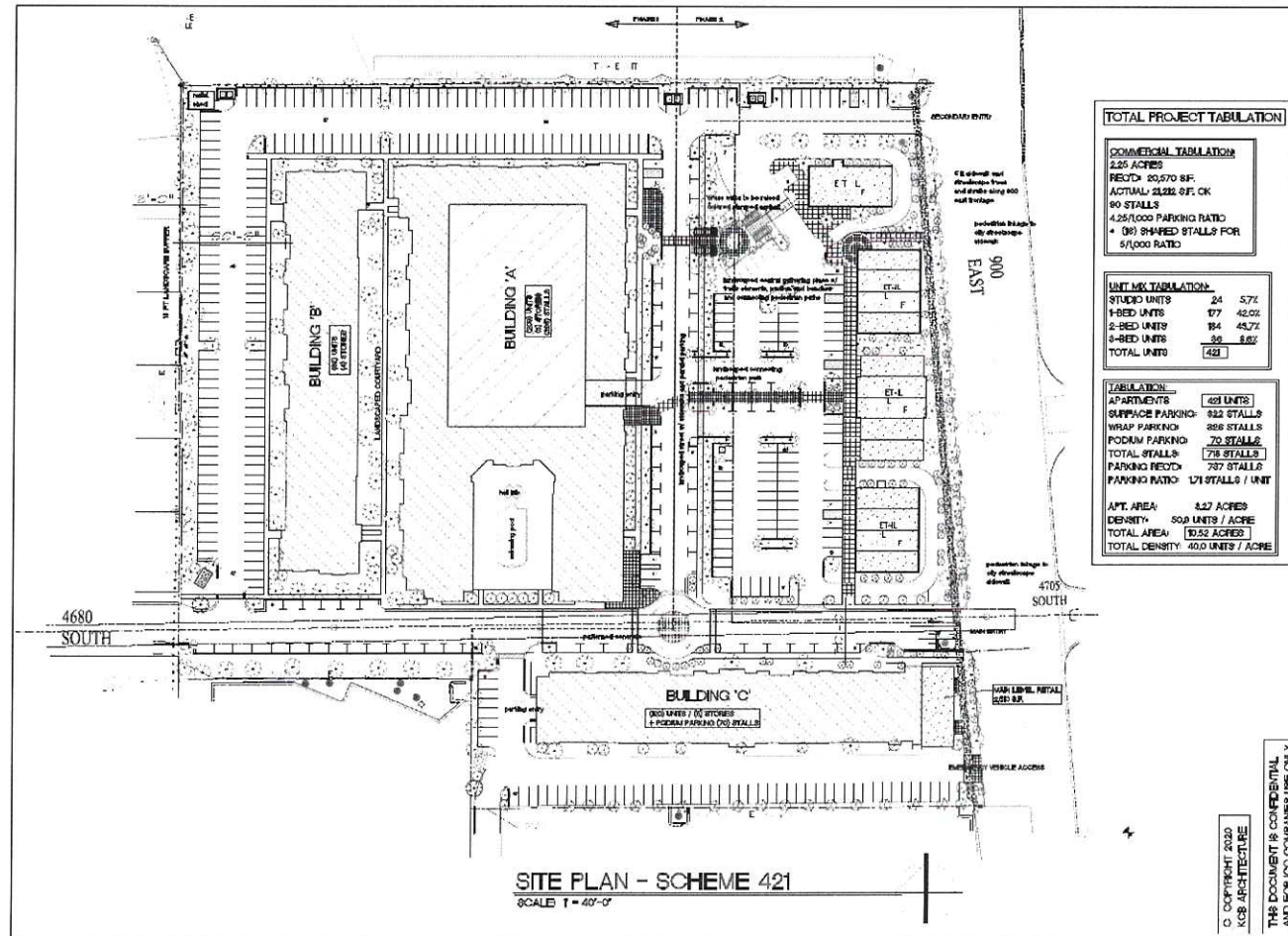




# Zoning Map, Subject Property

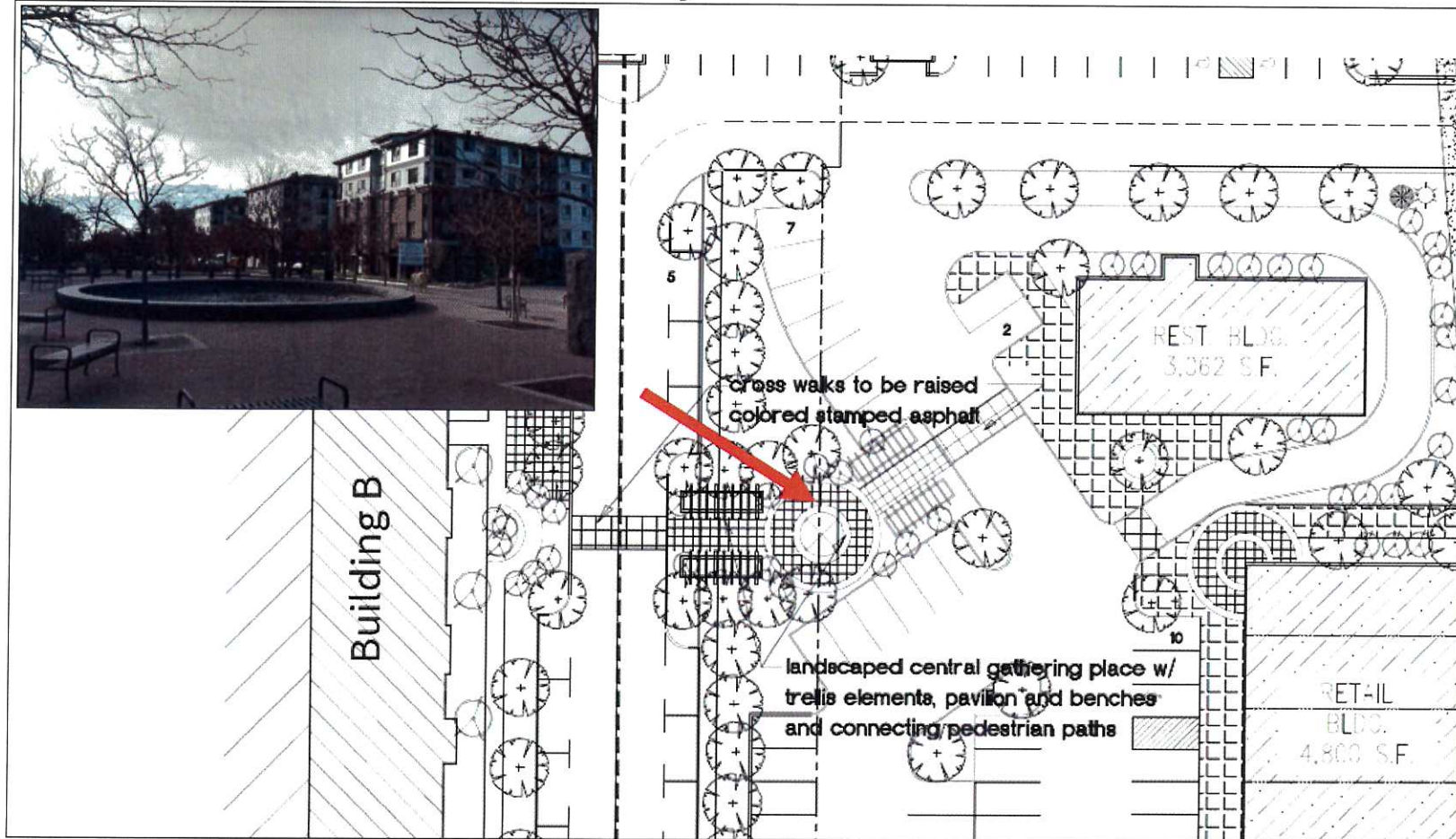


# Site Plan





## Central Feature, as required by the Master Site Plan



# Residential Building Elevations





## Planning Commission Meeting

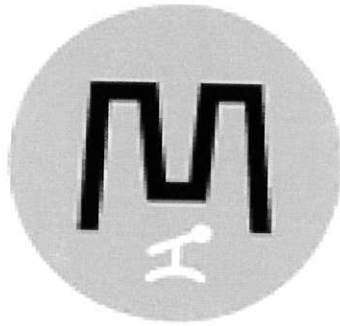
- On December 5, 2020, the Planning Commission reviewed the application and held a public hearing on this item.
- Public notices were mailed to all property owners within 500' of the subject property.
- Public comment was received at the meeting, recorded in the minutes (attached)
- The Planning Commission voted unanimously (7-0) to approve the Master Site Plan, which directs the applicants to seek the City Council's approval for a Memorandum of Understanding.



## Recommendation

Staff recommends the City Council **APPROVE** the Memorandum of Understanding for the Van Winkle Crossing mixed use development.





**MURRAY**  
CITY COUNCIL

# New Business Item #2



**MURRAY**


# Murray City Police Dept.

## Interlocal Agreement/SLCO and Urban Wildlife Assistance Program

### Council Action Request

### Council Meeting

Meeting Date: August 25, 2020

<b>Department Director</b> Craig Burnett	<b>Purpose of Proposal</b> Approval of the Urban Wildlife Assistance Program and Interlocal Agreement proposed for Murray City.
<b>Phone #</b> 801-264-2613	<b>Action Requested</b> Approval of resolution
<b>Presenters</b> Craig Burnett	<b>Attachments</b> Copy of agreement and resolution
<b>Required Time for Presentation</b>	<b>Budget Impact</b> This is in addition to the services provided by SLCO and would require approval and a budget opening for \$12,928.00 annual.
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> Salt Lake County provides a program for urban wildlife assistance, which is an additional service beyond the general animal control contract. This service will assist Murray residents in managing raccoons, skunks, and other wild animals by allowing the county to trap and remove them at no cost to the resident. Staff believes that this is a valuable service to provide to our residents and recommends trying the program for a year. When it's time to renew next year, we will evaluate if the program was well utilized and worthwhile to continue.
<b>Mayor's Approval</b> 	
<b>Date</b> August 11, 2020	

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MURRAY CITY ("CITY") AND SALT LAKE COUNTY ("COUNTY") RELATING TO THE COUNTY URBAN WILDLIFE ASSISTANCE PROGRAM.

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, permits local governmental entities to enter into cooperative agreements with one another for the purpose of exercising, on a cooperative basis, any powers, privileges and authority that may be exercised by each public entity individually; and

WHEREAS, the City and County are "public agencies" as contemplated in section 11-13-101 of the Utah Code, *et seq.* – Interlocal Cooperation Agreement Act; and

WHEREAS, the Salt Lake County Council of Governments (the "COG") is made up of government and municipal leaders in Salt Lake County (the "County") and has historically addressed issues that cross city boundaries, such as transportation, watershed, air quality, public safety, and others; and

WHEREAS, in 2015, in an effort to reinstate a lapsed federal program that once provided racoon and skunk abatement in urban areas, the COG created the County's Urban Wildlife Program (the "Wildlife Program"); and

WHEREAS, the goal of the Wildlife Program is to assist homeowners and business owners as well as municipalities within the County with the proper management and control of skunks and raccoons which are considered vertebrate pests in Utah and are not managed by the Utah State Department of Wildlife Resources (UDWR); and

WHEREAS, Murray City (the "City") believes it is in its best interest to participate in the Wildlife Program and desires to enter into an Interlocal Cooperation Agreement with the County to participate in the Wildlife Program wherein the City will pay an annual fee to the County starting at \$12,928.00 for the first year and adjusted annually based on participation and population numbers.

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



1. It hereby approves an Interlocal Cooperation Agreement between the City and the County, in substantially the form attached is Exhibit "A"; and
2. The Interlocal Cooperation Agreement is in the best interest of the City; and
3. Mayor D. Blair Camp is hereby authorized to execute the Agreement for and in behalf Murray and act in accordance with its terms.

PASSED AND APPROVED this                      day of                      , 2020.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
Rosalba Dominguez, Chair

ATTEST:

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

County Contract No. \_\_\_\_\_  
DA Log No. 20- \_\_\_\_\_

## INTERLOCAL COOPERATION AGREEMENT

between

**SALT LAKE COUNTY**

and

**MURRAY CITY**

### *Salt Lake County Urban Wildlife Assistance Program*

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (the "COUNTY"); and CITY OF MURRAY, a municipal corporation of the State of Utah (the "CITY"). COUNTY and CITY may collectively be referred to as the "parties".

### RECITALS:

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the COUNTY and the CITY are "public agencies" as contemplated in UTAH CODE ANN. § 11-13-101, et seq. - Interlocal Cooperation Act; and

WHEREAS, the COUNTY and the CITY are desirous to take part in a multi-jurisdictional effort originally proposed by the Salt Lake Council of Governments ("COG") to create and fund an ongoing, regional program for urban wildlife control in the greater Salt Lake County metropolitan area; and

WHEREAS, it is beneficial for the COUNTY, the CITY and their respective citizens that the parties cooperate in accomplishing the foregoing.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises contained within this Agreement, the parties hereby agree as follows:

I. Scope of Services

- a. The COUNTY agrees to:
  - i. Establish and administer a special revenue account for the "Urban Wildlife Assistance Program" (the "Fund").
  - ii. Expend all monies received from the CITY under this Agreement as directed, and shall promptly reimburse the CITY for any such funds not so expended. The COUNTY shall provide the CITY a detailed accounting of all funds received from the CITY upon request of the CITY.
  - iii. Consult with representatives of the CITY and other participating local jurisdictions in making decisions concerning administration of the Fund.

- b. The CITY agrees to:
  - i. Participate in the Fund.
  - ii. Make an annual contribution in the amount of Twelve Thousand Nine Hundred Twenty-Eight Dollars (\$12,928.00) to the COUNTY for deposit and use in the Fund. The amount shall be adjusted annually upon other cities' participation in the Fund and the city population.
  - iv. Consult with representatives of the COUNTY and other participating local jurisdictions in making decisions concerning the administration of the Fund.
- c. The parties mutually agree:
  - i. The Fund will serve program goals as developed by the program participants. The program participants will make recommendations to the COUNTY for the expenditure of Fund monies.
  - ii. The Fund will not supplant any existing COUNTY programs or funding for wild animal control, nor shall monies contributed by the CITY to COUNTY hereunder be diverted or used for other COUNTY programs.
  - iii. The program participants shall make recommendations concerning how monies contributed to the Fund are spent.
  - iv. Funding will be allocated by the parties as part of their respective annual budgeting processes. The CITY's initial contribution shall be paid to the COUNTY by July 31, 2020, for the term of service through June 30, 2021. The CITY shall allocate and pay each subsequent annual contribution to the COUNTY by July 1 of each succeeding year of this Agreement.
  - v. Pursuant to Section VI. of this Agreement, entitled "Non-funding," nothing in this Agreement shall be construed to bind the decision of the future legislative bodies of either party to continue funding or participation in the Fund.
  - vi. The COUNTY's role under this Agreement shall be limited to those services set forth in Section I.a. Except where agreed to otherwise in writing, the COUNTY shall not be required to provide any additional money or resources to fulfill the objectives of the Salt Lake County Urban Wildlife Assistance Program. Nothing in this Agreement shall be construed as to require the COUNTY to ensure the success of the program goals developed through the program participants.

## II. Term and Termination

The term of this Agreement shall commence on July 1, 2020 and shall continue until June 30, 2025. This Agreement may be renewed for subsequent five (5)-year periods at the mutual option of the parties under the same terms and conditions unless modified by Amendment. Each party reserves the right to terminate this Agreement on any June 30th date during the term or any subsequent terms if it, in its sole discretion, determines it is in its interest to do so. The party electing to exercise this right shall provide written notice to the other party no later than the March 31st immediately preceding the date of termination. A notice of termination provided between April 1st and June 30th will not become effective until June 30th of the subsequent calendar year. Both parties agree that the terminating party's election to terminate this Agreement will not be deemed a termination for default nor will it entitle the other party to any rights or remedies provided by law or this Agreement for breach of contract by the terminating party, or any other claim or cause of action.

### III. No Agency

No agent, employee, or servant of the COUNTY or the CITY is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The COUNTY and the CITY shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Each Party shall be solely responsible for providing workers' compensation benefits for its own personnel who provide assistance under this agreement.

### IV. Severability

If any term or provision of the Agreement shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

### V. Liability and Indemnification.

The CITY and the COUNTY are governmental entities under the Utah Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, et seq. Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officers or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

### VI. Non-Funding

The parties shall in good faith request the appropriation of funds to be paid for the services provided by this Agreement. If funds are not available beyond the last date of each entity's respective fiscal year of any effective fiscal year of this Agreement, either party's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the COUNTY or CITY as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, as to this Agreement, or any portion thereof, which may terminate and become null and void. If funds are not appropriated for a succeeding fiscal year to fund performance by either party under this Agreement, that party shall promptly notify the other party of said non-funding and the termination of this Agreement, and in no event, later than 30 (thirty) days prior to the expiration of the fiscal year for which funds were appropriated.

### VII. Assignment and Delegation

Neither party shall assign any right nor delegate any duty under this Agreement without the express written and signed consent of the other party.

#### VIII. Entire Agreement

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

#### IX. Governing Law, No Third-Party Beneficiaries, Headings

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah, the Ordinances of Salt Lake County, and the Municipal Code of City of Murray, both as to interpretation and performance.

This Agreement is not intended to benefit any third party. The paragraph headings of this Agreement are inserted only for convenience, and in no way define, limit, augment or describe the scope or intent of this Agreement nor affect its terms and provisions.

#### X. Interlocal Cooperation Act Requirements

In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to Section 11-13-202.5 of the Interlocal Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- c. A duly executed original counterpart of this Agreement shall be filed with keeper of records of each party, pursuant to Section 11-13-209 of the Interlocal Act;
- d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs;
- e. No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the mayors of the CITY and the COUNTY. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. The COUNTY shall own all equipment, records and other things used to provide services under this Agreement. Upon termination, all such equipment, records, and other things shall remain the property of COUNTY.

#### XL. Counterparts

This Agreement may be executed in counterparts by COUNTY and CITY.



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

SALT LAKE COUNTY

Salt Lake County Mayor or Designee

Signed: \_\_\_\_\_

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

Approved as to Form:

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

Deputy District Attorney

Date 7/6/2020  
\_\_\_\_\_

CITY OF MURRAY

Mayor Or Designee

Signed: \_\_\_\_\_

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

Approved as to Form

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

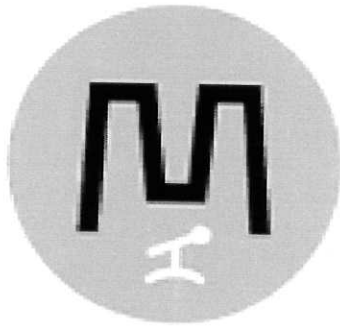
City Attorney

Date \_\_\_\_\_

City Recorder

Signed: \_\_\_\_\_

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



**MURRAY**  
CITY COUNCIL

# New Business Item #3



**MURRAY**


# Police Department

## Metro Narcotics Task Force MOU/Agreement

### Council Action Request

Committee of the Whole & Council Meeting

Meeting Date: August 25, 2020

<b>Department Director</b> Craig Burnett	<b>Purpose of Proposal</b> Renewal of annual MOU between Metro Narcotics and Murray City Police Dept.
<b>Phone #</b> 801-264-2613	<b>Action Requested</b> Review and approval of resolution.
<b>Presenters</b> Craig Burnett	<b>Attachments</b> Copy of MOU and resolution
	<b>Budget Impact</b> n/a
<b>Required Time for Presentation</b> 10 Minutes	<b>Description of this Item</b> The Murray City Police Department has been a participating agency in the Metropolitan Narcotics Task Force for many years. Occasionally, the participation agreement requires some updates. A new subsection has been added under #12, Task Force Disbandment; Forfeited Asset Sharing, and there have been some minor staffing changes
<b>Is This Time Sensitive</b> No	
<b>Mayor's Approval</b> 	
<b>Date</b> August 7, 2020	

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE EXECUTION OF AN UPDATED METROPOLITAN NARCOTICS TASK FORCE AGREEMENT, AN INTERLOCAL COOPERATION AGREEMENT, BETWEEN THE DRUG ENFORCEMENT ADMINISTRATION, HOMELAND SECURITY INVESTIGATIONS, INTERNAL REVENUE SERVICE INVESTIGATIONS, SALT LAKE CITY, UNIFIED POLICE DEPARTMENT, UTAH DEPARTMENT OF PUBLIC SAFETY, WEST VALLEY CITY, MURRAY CITY, SANDY CITY, TOOELE CITY, WEST JORDAN CITY, SOUTH JORDAN CITY, PARK CITY, UTAH DEPARTMENT OF CORRECTIONS, AND COTTONWOOD HEIGHTS CITY ("the Parties") FOR THE COORDINATED EFFORTS OF FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT AGENCIES TO ENHANCE THE ENFORCEMENT OF LAWS AGAINST DRUG TRAFFICKING.

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, there is evidence that trafficking in narcotics and dangerous drugs exists in the State of Utah, including the Salt Lake County Metropolitan and surrounding areas which encompasses all of the Participating Agencies (herein the "Metro Area"); and

WHEREAS, such illegal activity has a detrimental effect on the health and general welfare of the people of the Metro Area; and

WHEREAS, the effective investigation and prosecution of controlled substance offenses requires specialized personnel, who are able to investigate on a cooperative arrangement; and

WHEREAS, the coordinated efforts of federal, state, and local law enforcement agencies can enhance the enforcement of laws against drug trafficking; and

WHEREAS, the Participating Agencies are also parties to an Agreement, previously executed in June 2014, regarding cooperative law enforcement efforts; and

WHEREAS, the Participating Agencies would like to update that existing agreement facilitating and formalizing cooperative working arrangements; and

WHEREAS, this updated Agreement will supersede the previous Metropolitan Narcotics Task Force Agreement dated June 6, 2014 including any amendments thereto; and

WHEREAS, the continued utilization of the Task Force to investigate drug trafficking is beneficial to the Parties and the citizens of Murray City and Salt Lake County.

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

1. It does hereby approve the updated Interlocal Cooperation Agreement between the Drug Enforcement Administration, Homeland Security, Internal Revenue Service Investigations, Salt Lake City, Unified Police Department, Utah Department of Public Safety, West Valley City, Murray City, Sandy City, Tooele City, West Jordan City, South Jordan City, Park City, Utah Department of Corrections, and Cottonwood Heights City in a form substantially the same as that attached hereto; and

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

MURRAY CITY MUNICIPAL COUNCIL

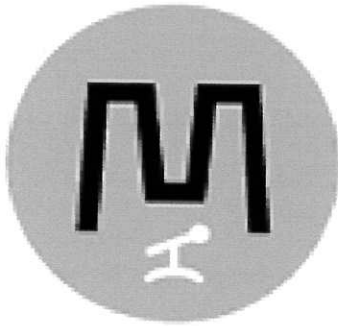
\_\_\_\_\_  
Rosalba Dominguez, Chair

ATTEST:

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



Please see entire text in  
Committee of the Whole  
documentation.



**MURRAY**  
CITY COUNCIL

# Mayor's Report And Questions



**MURRAY**  
CITY COUNCIL

**Adjournment**