



MURRAY
CITY COUNCIL

Council Meeting December 6, 2022



Murray City Municipal Council

Notice of Meeting

December 6, 2022

Murray City Center
5025 South State Street, Murray, Utah 84107

Meeting Agenda

3:45 p.m. **Committee of the Whole** – Conference Room #107
Diane Turner conducting

Approval of Minutes

Committee of the Whole – November 1, 2022
Committee of the Whole – November 15, 2022

Discussion Items

1. Presentation of independent audit for Fiscal Year 2021-2022. – Brenda Moore (45 minutes)
2. Discussion on an ordinance amending Section 3.04.050 of the Murray City Municipal code regarding electronic payment fees. – Brenda Moore (10 minutes)
3. Discussion on a resolution authorizing the execution of an Interlocal Cooperation Agreement between the City, Salt Lake County, Layton City, and Salt Lake City for administering and managing certain law enforcement software services. – Craig Burnett (10 minutes)
4. Discussion on a resolution authorizing the execution of an Interlocal Cooperation Agreement between the Board of Education of Granite School District (“District”) and Murray City (“City”), relating to a School Resource Officer provided by the City to the District. – Craig Burnett (10 minutes)
5. Discussion on amendments to the MCCD ordinance. – Jared Hall (60 minutes)

Adjournment

The public may view the Council Meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>. Those wishing to have their comments read into the record may send an email by 5:00 p.m. the day prior to the meeting date to city.council@murray.utah.gov. Comments are limited to less than three minutes (approximately 300 words for emails) and must include your name and address.

6:30 p.m. **Council Meeting** – Council Chambers
Diane Turner conducting.

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

Council Meeting – October 18, 2022

Council Meeting – November 1, 2022

Special Recognition

1. Introduction of Miss Murray, Emma Robison – Brett Hales presenting.
2. Murray City Council Employee of the Month, Rob White, Information Technology Director. Diane Turner and Brett Hales presenting.

Citizen Comments

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

Consent Agenda

None scheduled.

Public Hearings

Staff, 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 Neighborhood Business and amends the Zoning Map from R-1-8 (Residential Low Density) to R-N-B (Residential Neighborhood Business) for the property located at 97 West Winchester Street, Murray, Utah. Jared Hall presenting.

Business Items

1. Consider a resolution authorizing the execution of an Interlocal Cooperation Agreement between the City, Salt Lake County, Layton City, and Salt Lake City for administering and managing certain law enforcement software services. Craig Burnett presenting.
2. Consider a resolution authorizing the execution of an Interlocal Cooperation Agreement between the Board of Education of Granite School District ("District") and Murray City ("City"), relating to a School Resource Officer provided by the City to the District.. Craig Burnett presenting.
3. Consider a resolution to acknowledge completion and receipt of the independent audit for Fiscal Year 2021-2022 and direct that notice be published pursuant to Section 10-6-152 of the Utah Code. Brenda Moore presenting.
4. Election of a City Council Member to serve as Council Vice-Chair for the remainder of calendar year 2022. Diane Turner presenting.

Mayor's Report and Questions

Adjournment

NOTICE

Supporting materials are available for inspection on the Murray City website at www.murray.utah.gov.

Special accommodations for the hearing or visually impaired will be made upon a request to the office of the Murray City Recorder (801-264-2663). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

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

On Friday, December 2, 2022, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov, and the state noticing website at <http://pmn.utah.gov>.

A handwritten signature in black ink, reading "Jennifer Kennedy". The signature is fluid and cursive, with the first name "Jennifer" written in a larger, more prominent script than the last name "Kennedy".

Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole



MURRAY
CITY COUNCIL

Committee of the Whole Minutes

**MURRAY MUNICIPAL COUNCIL
COMMITTEE OF THE WHOLE**

Meeting Minutes

Tuesday, November 1 2022

Murray City Center - 5025 South State Street, Council Chambers, Murray, Utah 84107

Attendance:

Council Members and others:

Kat Martinez – Chair	District #1
Diane Turner – Vice Chair	District #4
Pam Cotter	District #2
Rosalba Dominguez	District #3 – Excused
Garry Hrechkosy	District #5

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administration
Tammy Kikuchi	Chief Communications Officer	Blaine Haacke	Power Department General Manager
G.L. Critchfield	City Attorney	John Ward	Intermountain Power Agency
Craig Burnett	Police Chief	Brenda Moore	Finance Director
Scott Barrell	GIS	Rob White	IT Director
Loran Pasalich	Murray Chamber of Commerce	Brooke Smith	City Recorder
Jordan Petersen	Fire Department	Ryan Madsen	IT
Isaac Zenger	IT	Gordon Cook	IT

Conducting: Council Member Martinez called the meeting to order at 5:00 pm.

Approval of Minutes: Committee of the Whole – October 4, 2022

Council Member Turner moved to approve, and Council Member Cotter seconded the motion.
All in favor 4-0.

Discussion Items:

Fraud Risk Assessment:

Ms. Moore said the annual Fraud Risk Assessment was part of finalizing the State audit which was underway. She explained why the assessment process came about for determining levels of risk in municipalities and noted that it also required her to report results to the City Council before sending it to the State auditor by the December 31, 2022 deadline.

Ms. Moore highlighted specific points the City earned for compliance to having basic separation of duties, having written policies in place, following good control methods, and implementing effective guidelines for balancing bank accounts, handling cash, processing checks and monitoring credit card transactions. Out of 395 points possible the City earned a total of 355 points, which placed Murray City in the *Very Low* risk category for fraud occurrence.

Update on the Intermountain Power Agency (IPA):

Mr. Haacke reminded Council Members that the City has 4% entitlement to energy produced at IPP (Intermountain Power Project), a UAMPS (Utah Associated Municipal Power Systems) coal plant

resource. Coal production is scheduled to cease due to federal legislation and the plant will become a natural gas plant. Mr. Haacke introduced Mr. Ward, IPA Public Relations Consultant to give the update about IPP.

Mr. Ward reviewed how IPA was organized in 1977 by an act of the Utah State Legislature when 23 Utah municipalities, including Murray City, became owners of IPA. IPA is governed by seven board of directors that include Mr. Haacke. IPA owns IPP which is an 1800-megawatt power plant serving 1.5 million households with two large transmission systems. One system connects to the western grid and the other provides power to SoCal (Southern California). All capacity contracts are valid until 2027.

Although 23 Utah members own the project, a larger group receives most of the energy which is six rural electric cooperatives in Utah and six larger electric municipal utility companies in SoCal. Plant production is so enormous that Utah is only able to utilize a small percent of the total generation, so purchase power contracts are allowed for other entities to participate in a regional energy cooperation. Mr. Ward said there is no other power plant operation in the country like IPP where governance is set up so that Utahns cannot make any decisions without SoCal partners, and SoCal cannot make decisions without Utah partners.

Generation entitlement shares were analyzed for each project participant. He noted that the Los Angeles Department of Water and Power receives the largest share of 48.62% and the total shares of 23 Utah cities was just under 14%. This is why excess power sales agreements are in place for the sale of excess power, to ensure that none of the entities involved in IPP are making a profit on energy production.

IPP is structured so that whoever is utilizing IPP power, is paying for the cost of the plant. Meaning when Murray is not utilizing its entitlement, Murray is not paying for the plant. This gives UAMPS owners the ability to unilaterally layoff power they do not need and transfer it to SoCal purchasers. In seasons that Murray does need its entitlement, the resource is there, and the cost includes payment for the plant.

It was noted that last summer Murray did use its entitlement for the first time in years, which saved the City \$2.3 million. The project was developed with no taxpayer funding and all financing is done through the IPA's ability to issue municipal bonds. All costs for running the project and paying back loans are achieved through power bills which makes the project self-sufficient.

Mr. Ward explained how the *IPP Renewed* plan came about due to California Senate Bill 1368 that outlawed coal-fueled power in California several years ago. IPP anticipated losing many customers, so instead of demolition, the IPA board strategized a complex plan to rebuild the plant and utilize the existing railway transmission systems and infrastructure, 4,000 acres of land, unique underground salt caverns for storing energy, and highly skilled workforce at IPP. Because 85% of IPP energy is transmitted to SoCal entities, California initiated the rebuild and will pay for reconstruction.

IPA announced the decision to shutter coal-fuel generation by 2025 in May of 2017. All power sales agreements for 35 parties involved have been renegotiated and reextended for another 50 years and the rebuild has started. With these terms the renewed project will be good until approximately 2077.

The renewed plan is for building new natural gas generating facilities that will be an investment of two-billion-dollars so that all facilities will be capable of using 30% green hydrogen when they start up. In addition, another two-billion-dollar investment is planned for the production of hydrogen at a facility nearby that includes deep underground salt cavern storage capabilities. Together the entire four-billion-dollar investment will operate for 30+ years.

IPP Renewed will operate on 70% natural gas / 30% green hydrogen at start up in 2025; transitioning to 100% green hydrogen by 2045. Contracts are in place for green hydrogen production and storage. Mr. Ward gave a brief explanation about how hydrogen is made and stated that if the hydrogen resource works, it would use much less water, and unused water would be leased back to the agricultural community. Construction of a hydrogen plant has attracted international attention to the area where currently, site preparation is complete, and underground installation and salt cavern construction has begun.

IT (Information Technology Department) Report:

Mr. White, IT Director, explained operations and the working functions of three divisions GIS, IT, and the Programmers Division that he oversees within the IT Department. He described daily duties, various programs, and software management responsibilities for each position in each division. Photos of staff members were displayed.

He shared various maps, explained online tools that distribute live data to end users across Murray City, as well as public outreach and interaction for other online applications and surveys related to all City departments. All servers, Cloud applications and Web Hosting were noted. Mr. White discussed various technologies about the virtual server cluster, wireless connectivity, levels of security and many aspects regarding Tyler technologies and other computer systems. There was a brief discussion about the process IT will undergo for moving and installing systems to the new city hall building next spring.

Adjournment: 5:54 p.m.

Pattie Johnson
Council Office Administrator III

**MURRAY MUNICIPAL COUNCIL
COMMITTEE OF THE WHOLE**

Meeting Minutes

Tuesday, November 15, 2022

Murray City Center - 5025 South State Street, Council Chambers, Murray, Utah 84107

Attendance:

Council Members and others:

Kat Martinez – Chair	District #1
Diane Turner – Vice Chair	District #4 - Excused
Pam Cotter	District #2
Rosalba Dominguez	District #3
Garry Hrechkosy	District #5

Brenda Moore	Mayor Pro Tem	Jennifer Kennedy	City Council Executive Director
G.L. Critchfield	City Attorney	Pattie Johnson	Council Administration
Tammy Kikuchi	Chief Communications Officer	Jared Hall	CED Director
Pam Roberts	WFWRD – General Manager	Paul Korth	WFWRD – Finance Director
Meg Reilley	Citizen	Mary Evans	Citizen
Kristen Reardon	Police Department Administration	Ben Gray	ITT

Conducting: Council Member Martinez called the meeting to order at 5:05 p.m.

Approval of Minutes: Committee of the Whole – October 18, 2022.

Council Member Hrechkosy moved to approve, and Council Member Cotter seconded the motion.
All in favor 4-0.

Discussion Items:

WFWRD (Wasatch Front Waste and Recycling District) 2023 Tentative Budget and Fee Increase Report:

Ms. Roberts said WFWRD held a public hearing on November 14, 2022, where board members adopted the 2023 tentative budget and all fee increases associated with it. There was minimal public comment and lots of understanding about why they must raise rates.

Ms. Roberts discussed 2023 budget priorities, reviewed all WFWRD services and noted there has not been a fee increase since 2018. However, due to current inflation affecting competitive salaries, fuel, maintenance shop rates, and purchases for trucks and cans, staff and the board decided it was best to increase rates rather than reduce weekly services. To help manage increasing costs for sustaining the business, a 15% fee increase would be implemented on January 1, 2023. Each home would see a \$2.50 per month fee increase, equal to \$30 per year. Price increases are also planned for all programs and services like green waste, bulk cleanup, and trailer rentals.

Mr. Korth, WFWRD Finance Director, explained how the fee increase amount was determined, and spoke about expenses like wages and overtime, fuel, maintenance, disposal fees and increasing recycling costs. He said WFWRD is currently five drivers short, which stems from a national CDL driver shortage. He explained that WFWRD usually sets a target to purchase eight new side-loading trucks each year, in addition to buying other pickup trucks needed for hauling trailers. However, WFWRD was recently notified that the truck order placed last year, to receive vehicles this year, cannot be filled because no trucks are available at all. Therefore, much of the budget has not been spent regarding capital

expenditures. The hope is to purchase more vehicles next year.

Ms. Dominguez asked about the curbside glass recycling program. Ms. Roberts confirmed the service is provided by subscription only and residents must opt-in with Momentum Recycling to receive it.

Mr. Korth continued with reviewing cash projections and investment balances for 2022 – 2026 that included the new fee increase and adjustments for anticipated side load truck purchases. The estimated ending cash and investment balance for 2022 was \$10.3 million. The WFWRD board policy is to maintain 20% of the total budget for year-end cash balance, which is approximately three months of operating expenditures. Ms. Roberts pointed out that Mr. Kroth's analysis was based on WFWRD expending 94% of the budget and historically WFWRD has always been underbudget.

An ordinance amending the GP (General Plan) from Low Density Residential to Neighborhood Business and amends the Zoning Map from R-1-8 to R-N-B for the property located at 97 West Winchester Street:

Mr. Hall explained the request made by property owner Paul Henderson to amend the GP and the future land use map accordingly. An aerial map was displayed to pinpoint the half-acre parcel located on the south side of Winchester Street at 97 West. The proposed R-N-B (Residential Neighborhood Business) zone and Residential Business category would accommodate a new property management business.

Mr. Hall said the property owner's intent is to remodel the existing home into an office building for his staff of seven people and provide parking. The Residential Business future land use designation supports the corresponding R-N-B zone that was specifically created to function as a buffer between high traffic corridors and residential neighborhoods. All of the frontage on Winchester Street has been general planned to become residential businesses that allow for light duty businesses not taller than 30 feet, with limited business hours, which is not a standard commercial zone.

Ms. Cotter asked if a restaurant could be placed on the parcel once amended to R-N-B. Mr. Hall agreed, that would require a conditional use review by the planning commission, however he felt the parcel was too small for such a business and hours would be limited, and that was not the owners intent.

Zoning regulations were analyzed for the proposed R-N-B related to height, setbacks, landscaping, parking, fencing and hours of operation. There was a brief conversation about the buffering requirement that means neighboring homes would be buffered by 10 feet with a six- or eight-foot wall. Mr. Hall confirmed that any new construction and all site plans require planning commission approval. City staff recommended approval and the planning commission voted to recommend approval to the City Council who would consider the ordinance on December 6, 2022 during the council meeting.

Adjournment: 5:51 p.m.

**Pattie Johnson
Council Office Administrator III**



Discussion Items




Discussion Item #1



MURRAY

Council Action Request

Meeting Date:

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

RESOLUTION_____

A RESOLUTION TO ACKNOWLEDGE COMPLETION AND RECEIPT OF THE INDEPENDENT AUDIT FOR FISCAL YEAR 2021-2022 AND DIRECT THAT NOTICE BE PUBLISHED PURSUANT TO SECTION 10-6-152 OF THE UTAH CODE.

WHEREAS, sections 10-6-151, 51-2a-201 and 51-2a-202 of the Utah Code require the City to have, at least annually, an independent audit of its accounts by a certified public accountant; and

WHEREAS, pursuant to section 10-6-152 of the Utah Code, within ten (10) days following receipt of the independent audit, the City is required to publish notice advising the public that the audit is complete and available for inspection; and

WHEREAS, the City retained HBME, LLC, a certified public accountants, to do an independent audit of the City's accounts for fiscal year 2021-2022; and

WHEREAS, HBME has completed the independent audit of the City's accounts for fiscal year 2021-2022; and

WHEREAS, HBME has presented the independent audit to the Mayor and Murray City Municipal Council; and

WHEREAS, the Murray City Municipal Council wants to acknowledge receipt of the completed audit and order that notice be published pursuant to section 10-6-152 of the Utah Code.

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

It hereby acknowledges that the independent audit of the City's accounts for fiscal year 2021-2022 has been completed by HBME and submitted to the Murray City Municipal Council. As required by section 10-6-152 of the Utah Code, the City Recorder is directed to publish notice, advising the public that the independent audit is complete and available for inspection.

PASSED AND APPROVED this 6th day of December, 2022.

MURRAY CITY MUNICIPAL COUNCIL

Diane Turner, Chair

ATTEST:

Brooke Smith, City Recorder



MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY


Department/Agency Finance & Administration

Credit Card Processing Fee

Council Action Request

Committee of the Whole

Meeting Date: December 6, 2022

Department Director Brenda Moore Phone # 801-264-2513 Presenters Brenda Moore	Purpose of Proposal Amend City ordinance 3.04.050 to allow credit card Processing fee Action Requested Discussion Attachments Ordinance Budget Impact None - the fee will offset the credit card expense Description of this Item City ordinance does not allow credit card processing fees to be charged. To keep the fees we pay low we currently limit the dollar amount of transaction which may be paid by credit card, and require checks for payments above that amount. Contractors and builders have asked to be allowed to pay by credit card, and have offered to pay the credit card fee. This ordinance would allow, but not require the City to charge credit card processing fees. The Mayor by executive order would be the person to set the fee. Credit card company rules allow the City to charge processing fees up to a maximum fee of 3.5%. The processing fee may vary by card type, but must be charged on all transactions within a business function. I.E. Business license, building permit.
Required Time for Presentation 10 Minutes Is This Time Sensitive No Mayor's Approval  Date November 21, 2022	

Continued from Page 1:

Currently the only function we may want to charge processing fees on is building permits. Charging the fees would allow contractors to pay VIA credit card when they pull permits.

There is currently no plan to charge credit card processing fees on any other cards taken within the City.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3.04.050 OF THE MURRAY CITY MUNICIPAL CODE REGARDING ELECTRONIC PAYMENT FEES

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this ordinance is to amend section 3.04.050 of the Murray City Municipal Code relating to electronic payment fees.

Section 2. Amendment to section 3.04.050 of the Murray City Municipal Code. Section 3.04.050 of the Murray City Municipal Code shall be amended to read as follows:

3.04.050: ACCEPTED PAYMENTS; SERVICE FEE FOR RETURNED CHECKS AND DISHONORED CREDIT CHARGES:

A. The City, in its sole discretion, may accept any form of legal payment for any amounts due to the City.

B. Electronic Payment Fees.

1. As used in this section:

"Electronic payment" means the payment of money to the City by electronic means, including by means of a credit card, charge card, debit card, prepaid or stored value card or similar device, or automatic clearinghouse transaction.

"Electronic payment fee" means an amount of money to defray the discount fee, processing fee, or other fee charged by a credit card company or processing agent to process an electronic payment.

"Processing agent" means a bank, transaction clearinghouse, or other third party that charges a fee to process an electronic payment.

2. The City may charge an electronic payment fee to defray the discount fee, processing fee, or other fee charged by a credit card company or processing agent to process an electronic payment.

3. Electronic payment fees shall be established by the Mayor and shall be itemized separately on the invoice, charge slip, or receipt, and shall be disclosed to the payer at the time the transaction occurs.

4. A payer making an electronic payment must pay the electronic payment fee established by the Mayor.

~~B~~C. The City may charge a service fee against the drawer, maker or issuer of any method of payment in favor of the City if the payment is dishonored upon first presentment by the bank or institution upon which it is drawn. The service fee for dishonored checks, or debit or credit cards, shall equal twenty dollars (\$20.00) or the service fee identified in Utah Code section 7-15-1(2)(b), or its successor, whichever is greater. Service fees may be added to the amount owing to the City, as represented by the dishonored instrument. The City may treat the bill or account sought to be paid by the dishonored instrument as unpaid until both the original billing and the service fee penalty amount have been received in cash or equivalent secure method of payment as may be required by the City. The assessment and collection of the service fee shall not preclude the initiation of appropriate civil or criminal proceedings against the issuer or maker of the dishonored instrument. (Ord. 17-17)

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

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this ____ day of _____, 2022.

MURRAY CITY MUNICIPAL COUNCIL

Diane Turner, Chair

ATTEST:

Brooke Smith, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 20.

Brett A. Hales, Mayor

ATTEST:

Brooke Smith, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published
according to law on the ____ day of _____, 2022.

Brooke Smith, City Recorder



Discussion Item #3



MURRAY

Police Department

PenLink Interlocal Cooperative Agreement

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: December 6, 2022

Department Director Craig Burnett Phone # 801-264-2613 Presenters Craig Burnett Required Time for Presentation 10 Minutes Is This Time Sensitive No Mayor's Approval  Date November 15, 2022	Purpose of Proposal Acceptance and Resolution of the Interlocal Cooperation between Salt Lake County DA/Murray City Police Action Requested Attachments Resolution and Interlocal Coop Agreement Budget Impact Shared Funding and Shared Use - Invoiced Quarterly Description of this Item This agreement with Salt Lake County to work cooperatively and administer law enforcement software. Targeting specific technology that continues to evolve and tracking those crimes. Any additional space needed is available on second page.
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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY, SALT LAKE COUNTY, LAYTON CITY, AND SALT LAKE CITY FOR ADMINISTERING AND MANAGING CERTAIN LAW ENFORCEMENT SOFTWARE SERVICES.

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

WHEREAS, the City, Salt Lake County ("County"), Layton City, and Salt Lake City want to work cooperatively to administer and manage a law enforcement software platform; and

WHEREAS, technology continues to evolve with criminals using technology to elude law enforcement; and

WHEREAS, law enforcement personnel need the tools to access and analyze electronic storage devices and to track and locate people committing crimes; and

WHEREAS, PenLink is a software platform that is used by federal, state and local law enforcement agencies; and

WHEREAS, Penlink combines all of its collection, analysis, and charting tools into one all-inclusive platform which assists law enforcement to collect and analyze electronic communications as authorized by a court; and

WHEREAS, PenLink requires payment of yearly maintenance fees to keep the PenLink's licenses active and useable; and

WHEREAS, use of the licenses requires substantial computer hardware and software and personnel who are trained to access and use PenLink services; and

WHEREAS, the Parties want to have one of the parties manage licenses and pay annual maintenance fees, purchase and maintain necessary computer hardware and software, and employ and train staff to access and use, for the benefit of all parties, PenLink's services; and

WHEREAS, County currently possesses the necessary computer hardware and software and employs trained staff and is otherwise able and willing to become the party that will manage, coordinate, and host PenLink services for the benefit of all Parties; and

WHEREAS, pursuant to the authority granted to the Parties in the Interlocal Cooperation Act, the Parties desire to enter into an agreement for joint and cooperative action and have determined that it is mutually advantageous to enter into the attached Agreement.

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

1. It hereby approves an Agreement, in substantially the form attached, with the County, Layton City, and Salt Lake City for administering and managing PenLink software services.
2. The Interlocal Cooperation Agreement is in the best interest of the City;
and
3. Brett A. Hales, Mayor, is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.

DATED this day of December, 2022.

MURRAY CITY MUNICIPAL COUNCIL

Kat Martinez, Chair

ATTEST:

Brooke Smith, City Recorder

INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
the
LAYTON CITY POLICE DEPARTMENT
the
MURRAY CITY POLICE DEPARTMENT
and the
SALT LAKE CITY POLICE DEPARTMENT

(Communications Intercept Program)

This Interlocal Cooperation Agreement is effective the date all required signatures are obtained, and is by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah on behalf of its District Attorney's Office ("County"); the LAYTON CITY POLICE DEPARTMENT, an agency of Layton City; the MURRAY CITY POLICE DEPARTMENT, an agency of Murray City; and the SALT LAKE CITY POLICE DEPARTMENT, an agency of Salt Lake City. The entities may be referred to individually as "Party" or collectively as "Parties."

RECITALS

1. PenLink provides software for use by law enforcement. The software assists agencies in collecting and analyzing electronic communications as authorized by a court.
2. PenLink requires payment of yearly maintenance fees to keep the PenLink's licenses active and useable.
3. Use of the licenses also requires substantial computer hardware and software and personnel who are trained to access and use PenLink services.
4. The Parties desire to have one of the parties manage licenses and pay annual maintenance fees, purchase and maintain necessary computer hardware and software,

and employ and train staff to access and use, for the benefit of all parties, PenLink's services.

5. County currently possesses the necessary computer hardware and software and employs trained staff and is otherwise able and willing to become the party that will manage, coordinate, and host PenLink services for the benefit of all Parties.
6. Pursuant to the authority granted to the Parties in Utah Code Ann. § 11-13-101, *et seq.* (the Interlocal Cooperation Act or "the Act"), the Parties desire to enter into an agreement for joint and cooperative action based on § 11-13-202 of the Act and have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT

I. Scope of Services.

A. The Parties agree that County will act as the host for PenLink services. County will obtain and maintain necessary computer hardware and software and will employ and train personnel to access and use PenLink services as needed by the Parties to conduct electronic surveillance.

B. Each party will transfer any PenLink licenses it currently owns to County. County will then be responsible for the management of those and other PenLink licenses held by County including payment of yearly maintenance fees as further detailed in this Agreement. County will purchase additional licenses as it deems necessary to provide services required under this agreement in the event of increased demand by the Parties.

C. County will purchase and maintain necessary computer hardware and software to properly operate PenLink services and will employ and train personnel to use PenLink services to conduct electronic surveillance as requested by Parties.

D. Parties will contribute funds to County to offset its costs for hosting PenLink services. County will bill the parties for anticipated PenLink costs yearly by October 31st (Annual Invoice). Bills must be paid within thirty days of receipt. Costs include annual license fees and a fee to finance a separate “designated account” to be used when and as needed for computer system repairs or upgrades. Costs for 2021-2022 are included as Attachment A. Costs for expenses related to operating PenLink services such as overhead and personnel costs, will be tracked and billed to each Party, according to that Party’s use, in quarter-hour increments. Current hourly costs are attached as Attachment B, and are subject to adjustment at the beginning of each year to account for inflation, rising overhead costs, etc. Parties will be notified, in writing, of any anticipated cost adjustments. Parties will be invoiced for operating and maintenance costs quarterly and invoices must be paid within thirty days of receipt.

E. If it becomes necessary or desirable for County to purchase and maintain additional or different licenses or other licenses or services related to operating the Communication Intercept Program after submitting an Annual Invoice to any party, County may negotiate with affected parties to cover increased costs.

F. If any Party anticipates that due to budget constraints or otherwise, it will be unable or unwilling to pay requested costs, or if the Party for any other reason terminates its participation in the Communication Intercept Program, it shall immediately provide notice to County. County will suspend the Party from the Communications Intercept Program. Any PenLink licenses owned by the terminating party will be transferred back to that Party. The terminating party will then be responsible for payment directly to PenLink for licensing or any other fees charged by PenLink. A terminating party could also transfer some or all of its licenses to the County for its use subject to the County’s approval. A suspended party may later request reinstatement by contacting County.

Reinstatement will not be unreasonably withheld and may be conditioned upon payment for the purchase of new Penlink licensing for the desired access.

II. Term.

The period of this Agreement shall begin on the date of its execution by all Parties and continue for a period of ten (10) years or until sooner terminated. The Parties agree that there will be no renewal or extension of this Agreement. Any Party may terminate this Agreement upon sixty (60) days' written notice to the other Parties. If a terminating Party possesses any of the Project equipment, that equipment will be delivered to any non-terminating Party for redistribution to the remaining Parties.

III. Notices and Contacts.

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

Salt Lake County Mayor

Jennifer Wilson
Salt Lake County Mayor
2001 South State Street, N-2100
Salt Lake City, Utah 84190

Salt Lake County District Attorney

Sim Gill
Salt Lake County District Attorney
35 East 500 South
Salt Lake City, Utah 84111

Layton City Police Department

Murray City Police Department

Salt Lake City Police Department

IV. Indemnification.

All Utah state agencies are governmental entities under the Utah Governmental Immunity Act (Utah Code Annotated § 63G-7-101, *et seq.*). No Utah governmental entity waives any defenses otherwise available under the Utah Governmental Immunity Act nor does any waive any limits of liability now or hereafter provided by law and shall be liable, if ever, only within the parameters of the Act. It is further 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, officials, or employees.

V. Interlocal Cooperation Act.

A. The Parties agree that no new entity is created by the provisions of this Agreement and no joint governing board is created or required.

B. The Parties agree that this Agreement will be entered into, processed, approved, reviewed by an attorney as to legality, and filed in accordance with the provisions and requirements of the Interlocal Cooperation Act.

VI. Non-Funding Clause.

All Parties intend to request the appropriation of funds to be paid for the services provided under this Agreement. If funds are not available beyond the end of any effective fiscal year of this Agreement, each Parties' obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the Parties 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

any other Party, its successors, or its assigns, 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 any Party under this Agreement, that Party shall immediately notify the other Parties of said non-funding and the termination of that Party's participation in this Agreement.

VII. Additional Provisions.

The following provisions also are integral to this Agreement:

A. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

B. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

C. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

D. Time. Time is of the essence.

E. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

F. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner

provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

G. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

H. Severability. In the event any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

I. Litigation. If any action, suit or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing Party. Venue shall be the Third District Court, Salt Lake County, State of Utah.

J. Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

K. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

L. Amendments. This Agreement contains the entire Agreement between the Parties and cannot be modified or amended except by written agreement signed by all Parties hereto in compliance with the Act.

IN WITNESS WHEREOF, the Parties cause the Agreement to be executed in separate parts utilizing signature pages prepared by each Party's counsel and submit executed copies to the Salt Lake County District Attorney.

[Remainder of Page Intentionally Blank]

[Signature Page Follows]

Salt Lake County, through the Mayor or her designee, joins in the Interlocal Cooperation Agreement establishing the Communications Intercept Program.

SALT LAKE COUNTY:

By: _____
Mayor Jenny Wilson or Designee

Date: _____

Administrative Approval

By: _____
District Attorney Sim Gill or Designee

Date: _____

Approved as to Form & Legality

By _____
David V. Peña,
Deputy District Attorney

Attachment A

DRAFT

Attachment A

PENLINK Allocation 2022-2023

		15%	
Agency	10/1/2022-9/30/2023	Designated Fund	TOTAL
		-	
Layton City	2,186.04	327.91	2,513.95
Murray City	3,910.88	586.63	4,497.51
Salt Lake City	3,910.87	586.63	4,497.50
TOTALS	10,007.79	1,501.17	11,508.96

Invoice Amount	(10,007.79)
Designated Fund	1,501.17

Attachment B

DRAFT

Attachment B

Legal Investigator

Employee's Hourly Rate				\$	71.97
Non-direct Salary Benefits Costs/Hour				\$	1.17
Operating Cost/Hour (Rent, etc.)				\$	5.67
Support Staff Cost	\$	0.56	1.19	\$	0.67
Admin Factor	\$	81.43	0.120	\$	9.77
Total Support Cost/Hr				\$	17.28

Total/Hour (Legal Investigator Rate +Supp Cost/Hr) \$ **89.24**



Discussion Item #4



MURRAY


Police Department

School Resource Officer / Cottonwood HS Agreement

Committee of the Whole and Council Meeting

Meeting Date: December 6, 2022

Council Action Request

Department Director Craig Burnett	Purpose of Proposal The Agreement and Resolution for Granite School Dist and MCPD - School Resource Officer.
Phone # 801-264-2613	Action Requested Agreement and acceptance of Resolution
Presenters Craig Burnett	Attachments Resolution and Agreement
	Budget Impact N/A
	Description of this Item
Required Time for Presentation 10 Minutes	
Is This Time Sensitive Yes <input type="checkbox"/>	
Mayor's Approval 	
Date November 22, 2022	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT ("DISTRICT") AND MURRAY CITY ("CITY"), RELATING TO A SCHOOL RESOURCE OFFICER PROVIDED BY THE CITY TO THE DISTRICT

WHEREAS, the City and the District are "public agencies" authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code, to enter into agreements with each other for the joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, as part of a cooperative relationship, the City and the District established a School Resource Officer Program ("Program"); and

WHEREAS, the Program has run successfully since its inception and the City and District desire to continue the Program; and

WHEREAS, the City and District want to formally memorialize what has been up until now an informal agreement and understanding.

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

1. It does hereby approve an Interlocal Cooperation Agreement between the City and the Board of Education of Granite School District in substantially the form attached hereto; and

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

3. Mayor Brett A. Hales is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.

DATED this day of , 2022.

MURRAY CITY MUNICIPAL COUNCIL

Diane Turner, Chair

ATTEST:

Brooke Smith, City Recorder

SCHOOL RESOURCE OFFICER
INTERLOCAL COOPERATION AGREEMENT

THIS SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT (the Agreement”), is made and entered into on the ____ of November, 2022 by and between MURRAY CITY CORPORATION (“City”), a political subdivision of the State of Utah, 5025 South State Street, Murray, Utah, 84107, and the BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT (the “School District”), a political subdivision of the State of Utah, 2500 South State Street, Salt Lake City, Utah 84115.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated §11-13-101, *et seq.*, as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, pursuant to the provisions of the Utah Code Annotated, §53G-8-703, which provides that the School District may contract with a law enforcement agency to provide school resource officer services at the schools pursuant to Board review and approval of this Agreement; and

WHEREAS, the School District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regards to having a School Resource Officer (“SRO”) to maintain safe schools, improve school climate, and support educational opportunities for students while serving at Cottonwood High School; and

WHEREAS, the governing bodies of the School District and City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, this Agreement shall replace and supersede any agreements or memoranda of understanding approved and executed previously, if any, by the School District and City regarding an SRO.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

SECTION ONE

EFFECTIVE DATE AND DURATION

This Agreement shall be deemed effective as of July 1, 2022, and shall continue for a period of five (5) years thereafter, terminating on June 30, 2027, unless sooner terminated as provided herein. Following the initial five-year term, this agreement shall be automatically renewed for

successive one-year periods unless either party requests termination or modification of this agreement. Such a request will be made in writing.

SECTION TWO

ADMINISTRATIVE ENTITY

City and the School District do not contemplate nor intend to establish a separate legal entity under their terms of this Agreement.

SECTION THREE

PURPOSE

This Agreement is established for the purpose of jointly providing for 1 (one) SRO to serve at Cottonwood High School.

SECTION FOUR

MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. City shall budget and be responsible for all payments related to the employment of the SRO. City shall send an invoice to the School District quarterly for payment of the services as agreed in writing between the School District and City, which total cost to the School District is **\$45,000** per year for the initial five-year term of this Agreement. Thereafter, the parties may mutually agree on an annual cost for subsequent years of this Agreement; failing such mutual agreement, this Agreement shall be deemed terminated. The invoices shall be paid within sixty (60) days of receipt by the School District. If this Agreement is terminated during the budget year, City and the School District agree to divide the costs associated with the payment of the services of the SRO as on a pro rata basis depending on the length of the year remaining.

SECTION FIVE

ADMINISTRATOR

Pursuant to Utah Code Annotated, §11-13-101, *et seq.*, the parties agree that City shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in City or the School District.

SECTION SIX

FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Recorder's Office of City and with the Chief of Granite Police Department ("GPD") and shall remain on file for public inspection during the term of this Agreement.

SECTION SEVEN

DESCRIPTION OF ARRANGEMENT

1. City Obligations and Responsibilities:
 - a. The SRO shall be an employee of City and shall be subject to the administration, supervision and control of City.
 - b. City will ensure that the SRO is a trained and certified law enforcement officer. City and School District shall work together to provide SRO-specific training required under Utah Code Annotated, §53G-8-702.
 - c. City will pay the costs for the police officer to support the SRO services in excess of the amounts due from the School District under Section Four, above. City will furnish uniforms and any equipment that state law requires for provision of the SRO services or that the parties jointly agree is necessary for the provision of the SRO services.
 - d. Scheduling, deployment and supervision of the SRO will be the responsibility of City, taking into account the school year calendar of Cottonwood High School. The hours of SRO availability will be during normal school hours while Cottonwood High School is in session based on the District-approved calendar.
 - e. In the event of an SRO absence, City Chief of Police and GPD Chief will directly collaborate with each other on covering Cottonwood High School with a qualified/trained substitute officer.
 - f. The SRO shall be subject to all personnel policies and practices of City except as such policies or practices may be modified by the terms and conditions of this Agreement.
 - g. City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO; however, the School District and City will jointly discuss SRO assignments.
 - h. As an employee of City, the SRO will be subject to the chain of command of City.
 - i. If the principal of Cottonwood High School is dissatisfied with an SRO who has been assigned to that principal's school, that principal may request that the City Chief of Police assign a different officer as the SRO for that school. Such a request to the City Chief of Police will occur after the principal has met with the SRO's Supervisor to discuss concerns and allow for a reasonable amount of time for the SRO's Supervisor to remediate the issues unless the concerns are of such a nature, in the opinion of the principal, to warrant an immediate replacement. The City Chief of Police shall make every reasonable effort to expeditiously assign a new SRO to that school. City reserves the right to remove/re-assign any SRO after reasonable notification has been given to the School District.

- j. The SRO and the principal, or designee, will jointly complete the SRO training describe in Utah Code Annotated §53G-8-702. Whenever possible, SRO training will occur during non-school hours or on days when school is not in session. The SRO may also be invited to attend additional training with SROs from GPD.
 - k. The City Chief of Police and the School District's Superintendent (the "Superintendent"), or their designees, shall determine the working hours of the SRO supporting the SRO services, taking into account the Cottonwood High School year calendar. The hours of SRO availability will be during normal school hours while Cottonwood High School is in session. Adjustments outside of these regular hours shall be by mutual agreement in writing between that school's principal and City's designee.
 - l. Although the SRO remains a City employee, the SRO is required to be on campus unless performing duties directly related to the SRO services off campus. In such cases, the SRO shall attempt to inform the principal prior to the event, but if prior notice is not possible, the SRO shall report and explain the absence as soon as possible afterward to the principal.
 - m. City shall ensure that the SRO Supervisor maintains communication with the schools' administrators throughout the school year to evaluate the performance of services provided by the SRO.
 - n. City will provide the School District with a "point of contact" to facilitate communications regarding SRO services. City's point of contact for the schools shall be the SRO Supervisor.
 - o. The SRO shall provide immediate assistance to address the criminal conduct of persons other than students.
2. School District Obligations and Responsibilities:
- a. School District shall communicate with the SRO Supervisor regarding removal/reassignment of an SRO.
 - b. In the unlikely event that a situation arises wherein the School District believes that a particular SRO's presence at a school, facility, or event constitutes a direct and immediate threat to the safety and well-being of the School District community, the School District may direct the SRO to leave the premises and not return until the School District has resolved the issue with either the City or the particular SRO.
 - c. The School District shall:
 - i. Provide City with a "point of contact" to facilitate SRO services communications. The School District's point of contact for the schools shall be Chief Randy Potter, Granite Police Department.
 - ii. Provide an office/storage or workspace for the SRO's materials and personal effects.
 - iii. Provide time for school principals or designees and the assigned SRO to attend SRO training.
 - iv. Coordinate response to and differentiate between disciplinary issues and criminal problems. School administrators will handle routine

administrative and school discipline (code of conduct) issues within the school without involving the SRO in an enforcement capacity unless the administrator determines that SRO involvement is necessary to address a threat to the safety of students, staff and/or patrons. School administrators are solely responsible for handling routine administrative and school discipline (code of conduct) issues that do not meet the elements of a crime.

- v. When appropriate, administration shall discuss with the SRO criminal conduct and whether the conduct requires administrative intervention.
- vi. Arrange meetings with the SRO as needed by school administration.
- vii. Invite SRO to school-wide trainings regarding school code of conduct and discipline, de-escalation, Positive Behavioral Interventions and Support (“PBIS”), Multitiered Systems of Supports (“MTSS”) and restorative practices provided to faculty.
- viii. Request SRO assistance immediately to address the criminal conduct of persons other than students.
- ix. Assist with any SRO-initiated investigation as needed.
- x. Provide ongoing feedback to the City designee for SRO evaluation purposes.
- xi. Notify responding SRO when a student involved in an investigation or incident requiring the assistance of the SRO has a disability and/or an Individualized Education Program (“IEP”) or Section 504 Plan, and who therefore may require special treatment or accommodations.
- xii. School principals shall provide access to students when law enforcement officers or DCFS officers are investigating allegations of child abuse subject to School District policies.

3. Mutual Obligations and Responsibilities:

- a. City and School District recognize the importance of ensuring that the SRO work collaboratively with school and district administrators. Therefore, selection of the SRO will be made through a collaborative process involving the City and School District. To be assigned an SRO, a police officer must meet the following requirements:
 - i. The SRO must be a fully certified law enforcement officer.
 - ii. The SRO must possess an even temperament, be trained in de-escalation techniques and procedures, and be able to set a good example for students.
 - iii. The SRO must possess effective communications skills that will enable the officer to function effectively within the students and school staff.
- b. Notwithstanding the foregoing, City shall make the final decision as to the placement of the SRO.
- c. City and School District are jointly responsible for ensuring that the training required under Utah Code Annotated §53G-8-703(g) is provided and completed by the SRO and principal, or designee, before the beginning of each academic year. The training may include:

- i. Childhood and adolescent development and techniques for motivating and otherwise working with youth;
 - ii. Responding age-appropriately to students;
 - iii. Working with students with disabilities;
 - iv. Techniques to de-escalate and resolve conflict;
 - v. Cultural awareness;
 - vi. Implicit bias;
 - vii. Problems of disproportionate minority impact;
 - viii. Restorative justice practices;
 - ix. Responsibilities under the Fourteenth Amendment;
 - x. Identification of students exposed to violence or trauma and making referrals to appropriate resources;
 - xi. Student privacy rights;
 - xii. Negative consequences and stigmatization associated with youth involvement in the juvenile and criminal justice systems;
 - xiii. Strategies to reduce juvenile justice involvement;
 - xiv. The role and distinctions between an SRO and other school staff who help to keep a school secure-;
 - xv. Developing and supporting successful relationships with students; and
 - xvi. Legal parameters of searching and questioning students on school property.
 - d. Should additional training be required by law, ordinances, court orders, or other contractual agreements, City and School District shall jointly ensure that such training is provided and occurs.
 - e. The parties' point of contact shall meet twice each school year to discuss how the SRO services are functioning and any specific needs or concerns of the schools and SRO.
4. Duties of School Resource Officer:
- a. One SRO will be assigned to Cottonwood High School to provide for and maintain a safe, healthy and productive learning environment, act as a positive role model to students, build partnerships, enhance community-policing activities, identify problems within the school, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and the District's Risk Management, and work to create a cooperative, proactive, and problem-solving approach between law enforcement and the school.
 - b. The SRO may provide presentations to the school in safety, crime prevention, and bullying.
 - c. The SRO shall provide adequate notice to the SRO's Supervisor and the school principal or designee when absent from work due to illness, training, vacation, or an agency emergency for City to assign a substitute SRO.

- d. The City Police Chief oversees the SRO program and will meet regularly with school principals to identify problems and work toward resolution or problems occurring in the schools.
- e. City and its SRO will work closely with the School District to improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed include substance abuse, violence reduction, social skills, and other areas of district and community concerns.
- f. City and the School District understand the SRO may secure school property per established City Police Department protocols in the event of an emergency situation that requires shelter-in-place or lock-down.
- g. SRO services will include providing outreach to school administrators, parents, students, businesses and the community for stakeholder involvement in problem solving and solutions with the intent of promoting collaboration and relationship building that will benefit the whole community. This collective effort will help City to provide the best public safety services and protection to all citizens and while garnering support for law enforcement.
- h. The SRO shall initiate positive interactions with students in general areas of the school to promote the profession of police officers and be a positive role model.
- i. The SRO will use de-escalation techniques whenever possible in resolving conflict or other potentially volatile situations.
- j. The SRO will be responsible for enforcing the law and is not responsible for handling routine school discipline issues. Infractions of school rules should be handled at the school level. SROs should be available to the school for advice, assistance, and consultation. Absent a threat to an individual or public safety, student conduct that occurs on school property involving public order offenses including disorderly conduct, disturbance/disruption of schools or school activities; loitering; profanity; and fighting that does not involve physical injury or a weapon (as defined in Utah Code §76-1-601(5)), shall be considered school discipline issues to be handled by school administrators. However, if SROs become aware of policy and code violations, SROs can assist administrators by alerting administrators and/or escorting students to the office.
- k. The SRO shall confer with the principal or designated school administrator to resolve issues that constitute minor violation of criminal law, such as Class C Misdemeanors and Infractions.
- l. The SRO will be involved in school discipline if it pertains to preventing a disruption that would, if ignored, place students, faculty, staff, or other individuals at risk of harm.
- m. The SRO will share information with the school's administrators about persons and conditions pertaining to campus safety concerns.
- n. The SRO shall notify parents and school administration as soon as possible upon removing a student from campus.

- o. If a student arrest is warranted at school, in a school vehicle, or at a school event, the SRO shall use only that force that is reasonably necessary and the least disruptive tactics to effectuate the arrest. The SRO will be accompanied by a school principal or vice principal when arresting a student unless emergency circumstances require otherwise for the safety of the student, the SRO, and/or others.
- p. An arrest of a student may occur on school property or at school sponsored activities when:
 - i. The SRO has probable cause to believe that the student has been or is engaged in a crime that:
 - 1. Poses a real or immediate threat of injury to an individual or the public;
 - 2. Causes property damage;
 - 3. Involves the possession or uses of drugs or weapons; or
 - ii. The arrest is necessary to execute a warrant that cannot be effectively executed outside of school hours.
- q. The SRO shall notify parents and the applicable school administrator as soon as possible when students are arrested or ticketed.
- r. The SRO shall question students in a manner and a time when it has the least impact on the student's schooling so long as the delay in questioning does not interfere with the effectiveness of an investigation.
- s. The SRO will emphasize the use of restorative approaches to address negative student behavior.
- t. An SRO may conduct investigatory stops or detentions of students on school property or at school sponsored events when the officer has reasonable suspicion to believe that the student has been, is, or is about to be engaged in the commission of a crime.
- u. In any instance in which it becomes necessary for an SRO and/or a City police officer to detain, question, or search a minor student on school property or at a school sponsored activity, the SRO and/or the City police officer will make reasonable efforts to ensure that a school administrator is present, except in the case of emergency circumstances or investigations into allegations of child abuse.
- v. An SRO or other City police officer may conduct an immediate, warrantless search or seizure under emergency conditions if there is probable cause to belief that delay in getting a warrant would result in the loss of evidence, escape of the suspect, or harm to the police or public. However, the SRO or City officers shall not conduct a search with a school administrator present as a means of avoiding the requirement of articulating probable cause for the search.
- w. An SRO or other City police officer is allowed to enter a School District school, property, or activity when a suspect retreats into the school, property, or activity and there is reasonable fear of escape, destruction of evidence, or injury to the police or public. Entry may also be made where a person's health, welfare or safety is concerned.

- x. Interviews of students by law enforcement personnel about matters unrelated to school should generally be conducted away from school during non-school hours.
 - y. The SRO or City shall provide a biannual report (in January and June) to the School District that documents each of the following incidents of “law enforcement activity,” as defined by Utah Code Annotated §53E-3-516, that involved the SRO and a student (including the identity of students in the report):
 - i. Arrests, including the reason the student was arrested;
 - ii. Search and seizure;
 - iii. Issuance of a criminal citation;
 - iv. Issuance of a ticket or summons;
 - v. Filing a delinquency petition; or
 - vi. Referral to a probation officer.
5. Students Rights:
- a. An SRO may conduct or participate in a search of a student’s person, possessions, or locker only where there is probable cause to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - i. The SRO shall inform school administrators prior to conducting a probable cause search where practicable.
 - ii. The SRO shall not ask school officials to conduct a search in an effort to circumvent students’ rights or protections
 - b. A school official may conduct a search of a student’s person, possessions, or locker where there is a reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either that law or the rules of the school, and the search is justified in scope given such suspicion. Absent a cognizable threat to another student, an employee, or to other individuals, a school official shall not ask an SRO to be present or participate in such a search, although an SRO may be requested to remain in the vicinity and intercede if the search produces evidence of criminal conduct.
 - c. SROs may interrogate minor students about criminal conduct that could expose the child to court-involvement or arrest subject to constitutional rights (*Miranda*) and the requirements and exceptions of Utah Code §78A-6-112.5, including requirements for parents/guardians to be present during interrogations.
 - i. The SRO shall inform school administrators prior to questioning the student where practical.
 - ii. The SRO shall not ask a school official to question a student in an effort to circumvent any constitutional protections or protections under state law.
 - d. If an exigent circumstance or immediate threat exists, a school official or SRO may question a student about criminal conduct or conduct a search of a student’s person and possessions.
 - e. Unduly invasive searches (i.e., strip searches) of students by either school officials or SRO is prohibited.

- f. An SRO shall not use physical force or restraints on a child, including handcuffs, tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat to him/herself or to others.
- 6. Access to Education Records:
 - a. All SROs are designated as "school officials" for the purposes of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §12329 et seq., 34 CFR Part 99, and Utah's Student Privacy and Data Protection Act (SPDPA), Utah Code §53E-9-101 *et seq.* As such, SROs have the right to inspect and copy any public records, including directory information, maintained by the school to the extent allowed by law. Access to student records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §12329 et seq., 34 CFR Part 99, and Utah's Student Privacy and Data Protection Act (SPDPA), Utah Code §53E-9-101 et seq.
 - b. The School District will designate the SRO as a "school official" in accordance with FERPA and SPDPA in order to ensure that the SRO has lawful access to students' schedules, daily attendance, as well as directory information.
 - c. If additional information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO only that information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation; and the extent to which time is of the essence.
 - d. If an SRO needs confidential student record information, but no emergency situation exists, the information may be released only as allowed by law.
 - e. Notwithstanding any of the above, if an SRO or City's law enforcement officer presents a warrant, subpoena, or court order for special educational records or video recordings, those items shall be provided as soon as possible.

SECTION EIGHT

INTERLOCAL AUTHORITY

The Interlocal Act permits local governmental units to efficiently use of their powers by enabling them to provide joint or cooperative law enforcement services between agencies in a manner that will best aid the agencies and the citizens of the agencies served by such cooperative endeavors. In satisfaction of the requirement of the Interlocal Act; and in connection with this Agreement, the Parties agree the Agreement shall be approved pursuant to Utah Code §11-13-202.5 of the Interlocal Act after the Agreement has been reviewed and approved by a duly authorized attorney on behalf of each party. Furthermore, the parties agree and recognizes that no separate legal entity is created by the terms of this Agreement.

SECTION NINE

CONSIDERATION

The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

SECTION TEN

TERMINATION OF THE AGREEMENT

Either party may, at the party's sole discretion, terminate this Agreement at the end of the initial five-year period or at the end of any subsequent one-year renewal period with or without cause. Additionally, the failure of either party to comply with the terms of this Agreement shall constitute a breach of this Agreement. Thereafter, the non-compliance party shall have thirty (30) days after receipt of written notice of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced with ten (10) days after receipt of the notice. Failure to correct the breach of conditions specified in the notice consistent with this timeframe will constitute cause to terminate this Agreement immediately thereafter.

SECTION ELEVEN

RIGHTS AND REMEDIES

In the event of a breach, and after the lapse of the cure period as per Section Ten above, beyond termination of the Agreement, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION TWELVE

GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement, and all right and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Salt Lake County, State of Utah.

SECTION THIRTEEN

COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

SECTION FOURTEEN

NOTICE

Any written notice that must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Chief of GPD at the above address. In the case of City, notice shall be mailed to the attention of the Murray City Chief of Police at the above address. Either party may notify the other to designate a different address for mailing.

SECTION FIFTEEN

APPROPRIATION OF FUNDS

The Parties' obligations under this Agreement are expressly subject to the appropriation of funds by City and/or the School District's Board of Education. Discontinuation of appropriations necessary to perform the obligations of this contract may or may not necessitate termination of this Agreement at the end of the current annual contract cycle at the discretion of the parties.

SECTION SIXTEEN

INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah (the "Immunity Act"), Utah Code Ann. §§63G-7-101 to -904 (2011), as amended. Consistent with the terms of the Immunity Act, it is mutually agreed that each party is responsibly and liable for its own wrongful or negligent acts, which it commits, or which are committed, by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Immunity Act, nor does any party waive any limits of liability now or hereafter provided by law.

SECTION SEVENTEEN

GENERAL PROVISIONS

1. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
2. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.
3. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.
4. Covenants and Conditions. Each provision of this Agreement performable by City and the School District shall be deemed to be both a covenant and a condition.

5. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.
6. Binding Effect. This Agreement shall bind the parties and their respective successors and assigns.
7. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.
8. Time. Time is of the essence of each term, provision, and covenant of this Agreement.
9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. Gender and Number. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word “person” means person or persons or other entity or entities or any combination of persons and entities.
11. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.
12. No Partnership, Joint Venture, or Third-Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

[Signature Page to Follow]

IN WITNESS THEREOF, the parties have signed and executed this SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT on the dates listed below:

MURRAY CITY CORPORATION

DATED this _____ day of November 2022

By: _____
Brett A. Hales
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney's Office

BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT

DATED this _____ day of November, 2022

By: _____
Superintendent

APPROVED AS TO FORM:

By: _____
Granite School District Legal Counsel



Discussion Item #5



MURRAY

Community & Economic Development

Murray City Center District Zone, discussion of potential changes

Council Action Request

Committee of the Whole

Meeting Date: December 6, 2022

Department Director Jared Hall Phone # 801-270-2427 Presenters Jared Hall Required Time for Presentation 45 Minutes Is This Time Sensitive No Mayor's Approval Date	Purpose of Proposal Discuss potential amendments to the Murray City Center District Zone. Action Requested Discussion and general direction for CED Staff. Attachments None Budget Impact None. Description of this Item In August of this year, CED Staff met with the City Council in a workshop to discuss concerns and potential amendments to the Murray City Center District (MCCD) Zone. CED Staff requests CED Staff requests an opportunity to present current work on proposed amendments in response to the workshop and receive input and direction from the Council. Proposed changes for discussion and direction will include the differentiation of certain areas within the MCCD Zone in order to allow the application of distinct standards and requirements. Within those distinct areas the requirements to review will include allowable heights and massing for buildings, landscaping and open space, required parking, and the development of standards for the use of defined architectural features and materials to create a unique and recognizable area in the downtown.
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MURRAY
CITY COUNCIL

Adjournment



MURRAY
CITY COUNCIL

Council Meeting 6:30 p.m.

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes

Murray City Municipal Council Chambers

Murray City, Utah

DRAFT

Tuesday, October 18th, 2022

The Murray City Municipal Council met on Tuesday, October 18th, 2022, at 6:30 p.m. (or as soon as possible thereafter) for a meeting held in the Murray City Council Chambers, 5025 South State Street, Murray, Utah.

The public was able to view the meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>. A recording of the City Council meeting can be viewed [HERE](#).

Council in Attendance:

Kat Martinez	District #1
Pamela Cotter	District #2
Rosalba Dominguez	District #3
Diane Turner	District #4 - Conducting
Garry Hrechkosy	District #5
Jennifer Kennedy	Council Director
Patti Johnson	Council Office Administrator III
Crystal Brown	Officer Administrator

Administrative Staff in Attendance:

Brett A. Hales	Mayor
Doug Hill	Chief Administrative Officer
Tammy Kikuchi	Chief Communication Officer
G.L. Critchfield	City Attorney
Brooke Smith	City Recorder
Brenda Moore	Finance and Administration Director
Emily Barton	Controller
JoAnn Miller	Senior Accountant
Robyn Hershgold	Payroll Coordinator
Craig Burnett	Police Chief
Joey Mittelman	Fire Chief
Matt Boulden	Fire Battalion Chief
Kim Sorensen	Parks and Recreation Director
Jared Hall	Community and Economic Development Director
Zac Smallwood	Senior Planner

Russ Kakala	Public Works Director
Lynn Potter	Street and Stormwater Superintendent
Camron Kollman	IT Technician

Others in Attendance:

David Rodgers, Dave Carr, Cindy Hales, Ian Wade, Ginger McKenna, Charles Turner, Larry Coates, Loran Pasalich, Cynthia Boulden, Jason McDermaid, Paul Pickett, and Clark Bullen.

Opening Ceremonies

Call to Order – Councilmember Turner called the meeting to order at 6:30 p.m.

The audience was invited to recite the Pledge of Allegiance led by Lorin Pasalich from the Murray City Chamber of Commerce.

Approval of Minutes

Council Meeting – September 20, 2022

MOTION:

Councilmember Hrechkosy moved to approve the Council Minutes on September 20, 2022. The motion was SECONDED by Councilmember Dominguez.

Ayes: Councilmember Hrechkosy, Councilmember Martinez, Councilmember Cotter, Councilmember Dominguez, and Councilmember Turner.

Nays: None

Abstentions: None

Motion passed 5-0

Special Recognition

1. Murray City Council Employee of the Month, Zachary Smallwood

Presenting: Jared Hall, Community and Economic Development Director and Councilmember Diane Turner

Councilmember Turner introduced Zachary Smallwood as October's Employee of the Month. Smallwood received a certificate and a \$50 gift card, and his name would appear on the plaque in the Council Chambers.

Mayor Hales shared his appreciation for Zachary and all his hard work.

Jared Hall, Community and Economic Director was invited to the podium and shared several examples of Smallwood's contributions to the city including updating the Moderate Income Housing Plan, and Station Area Plan, and applying for several grants.

Smallwood was invited to the podium and introduce his spouse to the audience and shared his appreciation to the staff and council for the recognition.

Councilmembers thanked Smallwood for his service over the past five years, and they appreciate him being a part of Murray City.

2. Presentation of a Certificate of Achievement for Excellence in Financial Reporting.
Presenting: Mayor Hales

Mayor Hales presented Brenda Moore, Director of Finance and Administration the Certificate of Achievement of Excellence in Finance. This is awarded by the Government Finance Officer's Association and is considered one of the highest awards in government financial reporting.

Brenda Moore thanked the finance staff and department directors, AP clerks, and executive assistants who continue to make sure we are doing things correctly. She shared that the City Finance Department has received this award for the past 41 years and the award means the city is adhering to program standards and is continually improving.

Councilmembers and the Mayor thanked Brenda Moore and the finance staff for their contributions to the city.

Citizen Comments

The meeting was open for public comment.

Lawrence Horman

Shared information about homeless issues. He requested the City consider authorizing and maintaining a designated campground for the homeless.

Ian Wade

Shared his concerns about the drought and the need for Utah to conserve water. Wade requested the city look for additional water-wise landscaping in areas where there is grass, including parking strip areas.

No additional comments were given, and the open public comment period was closed.

Consent Agenda

None Scheduled

Public Hearings

- 1. Consider an ordinance amending Chapter 17.16 and sections 17.08.020, 17.36.050, 17.52.150, 17.54.090, 17.54.100, 17.56.080, 17.56.090, 17.56.100, 17.56.110, 17.56.120, 17.56.130, 17.56.140, 17.60.060 AND 17.170.050 and repealing Section 17.12.110 of the Murray City Municipal Code relating to Land Use Appeals and Variance.**

Presenting: Jared Hall, Community and Economic Development Director and Zachary Smallwood, Senior Planner

Attachment A: Land Use Text Amendment pertaining to appeals and the appeal authority Amends Chapter 17

Jared Hall, Community and Economic Development Director, and Zachary Smallwood, Senior Planner shared an overview of the ordinance requested to amend Chapter 17.16 and sections 17.08.020, 17.36.050, 17.52.150, 17.54.090, 17.54.100, 17.56.080, 17.56.090, 17.56.100, 17.56.110, 17.56.120, 17.56.130, 17.56.140, 17.60.060 AND 17.170.050 and repealing Section 17.12.110 of the Murray City Municipal Code relating to Land Use Appeals and Variance. The update is to comply with State definitions, simplify, and easier to navigate the code.

The ordinance is requested because the Utah State Legislature updated a number of items in the Land Use and Management Act (LUDMA) in recent legislative sessions. In coordination with the Murray City Attorney's Office, Planning Staff proposed changes to the language in Chapter 17.16, Appeal Authority in the Murray City Land Use Ordinance.

The proposed changes will streamline many aspects of the Land Use Ordinance by removing differing and conflicting appeal timeframes that are listed in various chapters throughout the title. These proposed changes also reflect updated state definitions of what constitutes an “adversely affected party”.

Smallwood shared the major line items that have changed from the existing code:

Definitions

Planning Division Staff will be moving most definitions from individual chapters into Chapter 17.08, Definitions. This seems the most logical place, instead of having individual chapters with their own definition sections. The most important change in the definitions section is an update to the “Adversely Affected Party”. This has been changed to reflect the state code which limits who may appeal decisions.

Land Use Appeals and Variances

The most significant changes are proposed in Chapter 17.16. It has been renamed from “Appeal Authority” to “Land Use Appeals and Variances”. In the review of potential changes, it was decided that the number of hearing officers is reduced from five to three. To date, there have not been more than three appointed hearing officers, and staff has not seen the volume of applications nor had conflicts of interest or scheduling problems to reflect a need for more than two or three. This change reflects the City’s current practice and realistic need.

The timing for making an application for an appeal has been updated to reflect the state code, which allows for an appeal up to ten days after a written decision has been issued by the planning commission. There are exceptions for an applicant of a land use decision and reasonable accommodation requests, which are left at thirty days. This streamlines the process from multiple sections of the code where there were timelines as long as thirty days and some as short as ten days.

The current code combines the reviews for appeal and variances. City Staff proposed separating each into its own section to provide greater clarity when reviewing the standards. This also helps explain to the public when they have questions regarding a variance or an appeal.

The remaining changes are largely grammatical or remove those sections of other chapters that reference specific timeframes and refer the reader to consult the Land Use Appeals and Variance chapter of Title 17.

Based on the analysis of the proposed text amendments and review of the Murray City General Plan and Land Use Ordinance, the staff concludes the following:

1. The proposed text amendments have been carefully considered and provide greater clarity to both city staff and the public.
2. The proposed text amendment addresses conflicts that exist in the Land Use Ordinance and makes the ordinance easier to read for more people.
3. The proposed text amendment is consistent with the Goal and Mission of Murray City to “Guide growth to promote prosperity and sustain a high quality of life for those who live, work, shop, and recreate in Murray” by making updates to the Land Use Ordinance to treat every person fairly.

Councilmembers thanked staff for the presentation.

CITIZEN COMMENTS

The meeting was open for public comment.

Clark Bullen

Bullen asked for clarification of the change "directly aggrieved person" to the "adversely affected party" definition in the appeal process.

DISCUSSION:

Council asked staff to address Bullen's question.

Smallwood responded that each appeal would be reviewed case by case in consultation with the City Attorney's office. The change is consistent with the state code, so appeals will be reviewed under the updated code.

Murray City Attorney, G.L. Critchfield, shared additional clarification about the appeal process, and with the code change, the person appealing would need to be close to the land-use project and/or demonstrate how they are being injured.

No additional comments were given, and the open public comment period was closed.

MOTION:

Councilmember Hrechkosy moves to approve the ordinance amending Chapter 17.16 and sections 17.08.020, 17.36.050, 17.52.150, 17.54.090, 17.54.100, 17.56.080, 17.56.090, 17.56.100, 17.56.110, 17.56.120, 17.56.130, 17.56.140, 17.60.060 AND 17.170.050 and repealing Section 17.12.110 of the Murray City Municipal Code relating to Land Use Appeals and Variance. The motion was SECONDED by Councilmember Martinez.

VOTE:

Ayes: Councilmember Hrechkosy, Councilmember Cotter, Councilmember Dominguez, and Councilmember Turner.

Nays: Councilmember Martinez

Abstentions: None

Motion passed 4-1

Business Item

- 1. Consider a resolution approving an Interlocal Cooperation Agreement between the City and Salt Lake County for the purpose of cost sharing for the 2022-2028 UPDES Media Campaign.**
Presenting: Lynn Potter, Street and Stormwater Superintendent and Russ Kakala, Public Works Director
Proposed Resolution #: R22-

Lynn Potter, Street and Stormwater Superintendent, and Russ Kakala, Public Works Director shared a brief overview of the resolution requesting an Interlocal Cooperation Agreement between the City and Salt Lake County for the purpose of cost sharing for the 2022-2028 UPDES Media Campaign.

This is an agreement for stormwater public education and outreach, ("WE All Live Downstream").

Since 1994, the Salt Lake County Stormwater Coalition has worked together to successfully implement a public education and outreach program for increasing the public's awareness and knowledge of the importance of keeping stormwater clean before entering our creeks and lakes.

Murray City has been a long-standing member of the Salt Lake County Stormwater Coalition. The previous contract to participate in the Coalition and its media campaign expired on June 30, 2022. The new contract for participating in the Coalition from 2022 through 2028.

The cost of participation in the Coalition is \$0.15 per resident per year. Based on the latest 2020 Census population and housing unit estimates by the US Census Bureau, Murray City has a population of 50,637. The City's estimated contribution to participate in the Coalition is \$7,700.88.

MOTION:

Councilmember Cotter moves to approve the resolution approving an Interlocal Cooperation Agreement between the City and Salt Lake County for the purpose of cost sharing for the 2022-2028 UPDES Media Campaign. The motion was SECONDED by Councilmember Dominguez.

VOTE:

Ayes: Councilmember Hrechkosy, Councilmember Martinez, Councilmember Cotter, Councilmember Dominguez, and Councilmember Turner.

Nays: None

Abstentions: None

Motion passed 5-0

2. Consider a resolution approving and authorizing execution of an Interlocal Cooperation Agreement between Murray City Corporation and Salt Lake County for a Contribution of TRCC funds to assist in financing the restoration of the Murray Theater.

Presenting: Kim Sorensen, Parks and Recreation Director

Proposed Resolution #: R22-

Kim Sorensen, Parks and Recreation Director, shared an overview of the resolution requesting an Interlocal Cooperation Agreement between Murray City Corporation and Salt Lake County for a Contribution of Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act (TRCC) funds to assist in financing the restoration of the Murray Theater.

By entering into the agreement, Salt Lake County (SLCo) agrees to contribute up to \$3,636,500 towards the Murray Theater remodel and funds will be paid through a reimbursement format.

Sorensen mentioned in 2019 we entered into an agreement with SLCo to receive TRCC funding for the Murray Theater however when Covid-19 hit, the agreement was canceled. (See: May 21, 2019, City Council Minutes, Business Item 1 and Resolution number R19-21)

MOTION:

Councilmember Martinez moves to approve a resolution approving and authorizing the execution of an Interlocal Cooperation Agreement between Murray City Corporation and Salt Lake County for a Contribution of TRCC funds to assist in financing the restoration of the Murray Theater. The motion was SECONDED by Councilmember Dominguez.

DISCUSSION:

Councilmember Dominguez asked if the funding would be continual or a one-time deal.

Sorensen shared that the County agrees to contribute two payments. The first payment will be one million eight hundred and seventy-nine thousand and twenty-eight dollars (\$1,879,028.00) and the second payment will be for one million seven hundred and fifty-seven thousand and four hundred and seventy-two dollars (\$1,757,472.00).

VOTE:

Ayes: Councilmember Hrechkosy, Councilmember Martinez, Councilmember Cotter, Councilmember Dominguez, and Councilmember Turner.

Nays: None

Abstentions: None

Motion passed 5-0

Mayor's Report and Questions

Mayor Hales shared that the city is constantly applying for grants and will continue to seek additional funding sources. No questions were asked.

Adjournment

The meeting was adjourned at 7:12 p.m.

Brooke Smith, City Recorder

[SEAL]

Attachment A

Public Hearing # 1

Murray City Council

October 20, 2022



Applicant: Planning Division and Attorney's Office

Request: Land Use Text Amendment pertaining to appeals and the appeal authority

Amends Chapters 17.08, 17.12, 17.16, 17.36, 17.52, 17.54, 17.56, 17.60, and 17.170.

Address: Citywide

Definition Changes

Previous:

Unclear descriptions of "directly aggrieved person" throughout the code, no single location.

New (from state statute):

ADVERSELY AFFECTED PARTY: a person other than a land use applicant who: (a) owns real property adjoining the property that is the subject of a land use application or land use decision; or (b) will suffer a damage different in kind than, or an injury distinct from, that of the general community as a result of the land use decision.

Clearer Text

Previous:

The language regarding appeals and variances were included in section 17.16.050: Standard of Review. This was confusing to people who needed to apply for an appeal or variance and what was required of them.

New:

Appeals have their own section (17.16.030) that streamlines the timeline, who may appeal a decision, application requirements, and hearings.

Variances have also been given their own section (17.16.060). This lays out the state mandated review for granting variances.

Removed Conflicting Language

Previous:

Many sections of title 17 included individual timelines for reviewing an appeal of the Land Use Authority decision, some were 30 days, 30 calendar days, and some were 10 days. The code also had differing "shot clocks" or when the appeal timeframe was in effect.

New:

All appeals have been given a ten (10) calendar day shot clock from the date of the written decision by the Land Use Authority.

There is a thirty (30) calendar day exception for decisions regarding a reasonable accommodation or a historic preservation authority regarding a land use decision.

Planning Commission

- A public hearing was held by the Planning Commission on September 1, 2022.
- 23 notices were sent to affected entities.
- The Planning Commission voted 5-0 to forward a recommendation of approval to the City Council.

Findings

1. The proposed text amendments have been carefully considered and provide greater clarity to both city staff and the public.
2. The proposed text amendment addresses conflicts that exist in the Land Use Ordinance and makes the ordinance easier to read for more people.
3. The proposed text amendment is consistent with the Goal and Mission of Murray City to “Guide growth to promote prosperity and sustain a high quality of life for those who live, work, shop, and recreate in Murray” by making updates to the Land Use Ordinance to treat every person fairly.
4. The Planning Commission voted 5-0 to forward a recommendation of approval to the City Council on 9/1/2022.

Staff Recommendation

The Murray City Planning Commission and Staff recommends that the City Council **APPROVE** the proposed text amendments to Sections 17.08, 17.12, 17.16, 17.36, 17.52, 17.54, 17.56, 17.60, and 17.170 as reviewed in the Staff Report.

Murray City Municipal Council Chambers Murray City, Utah

DRAFT

Tuesday, November 1st, 2022

The Murray City Municipal Council met on Tuesday, November 1st, 2022, at 6:30 p.m. (or as soon as possible thereafter) for a meeting held in the Murray City Council Chambers, 5025 South State Street, Murray, Utah.

The public was able to view the meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>. A recording of the City Council meeting can be viewed [HERE](#).

Council in Attendance:

Kat Martinez	District #1
Pamela Cotter	District #2
Rosalba Dominguez	District #3 - Excused
Diane Turner	District #4
Garry Hrechkosy	District #5 - Conducting
Jennifer Kennedy	Council Director
Patti Johnson	Council Office Administrator III
Crystal Brown	Officer Administrator

Administrative Staff in Attendance:

Brett A. Hales	Mayor
Doug Hill	Chief Administrative Officer
Tammy Kikuchi	Chief Communication Officer
G.L. Critchfield	City Attorney
Brooke Smith	City Recorder
Brenda Moore	Finance and Administration Director
Craig Burnett	Police Chief
Joey Mittelman	Fire Chief
Kim Sorensen	Parks and Recreation Director
Rob White	IT Service Director
Ryan Madsen	IT Support Supervisor
Scott Barrell	GIS Supervisor
Isaac Zenger	Network Administrator

Others in Attendance:

Cindy Hales, Charles Turner, Loran Pasalich, Clark Bullen, Pam Sanders, Jessica Miller, David Rodgers, Dave Carr, Conlon Bonner, and Adam Hock.

Opening Ceremonies

Call to Order – Councilmember Hreckhosi called the meeting to order at 6:30 p.m.

The audience was invited to recite the Pledge of Allegiance led by Conlon Bonner.

Approval of Minutes

Council Meeting – October 4, 2022

MOTION:

Councilmember Martinez moved to approve the Council Minutes on September 20, 2022. The motion was SECONDED by Councilmember Turner.

Ayes: Councilmember Martinez, Councilmember Cotter, Councilmember Turner, and Councilmember Hreckhosi.

Nays: None

Abstentions: None

Excused: Councilmember Dominguez

Motion passed 4-0

Special Recognition

1. Introduction of the Diversity, Equity, and Inclusion Consultant – Conlon Bonner.

Presenting: Mayor Hales

Mayor Hales introduced Conlon Bonner as the new Diversity, Equity, and Inclusion (DEI) consultant and welcomed him to the city.

Mayor Hales thanked the Diversity and Inclusion Task Force for the work they did.

Conlon Bonner was invited to the podium and shared a brief background and plans for the upcoming year. He hopes to bring unity and excitement to the city moving forward in this role and thanked the Mayor and Council for the opportunity.

The goal of a DEI consultant is to ensure that the city is advancing diversity, equity, and inclusion principles including focusing on workforce diversity, serving communities of color and underserved and underrepresented populations, and having a culture of including and belonging' among other responsibilities.

Councilmembers and the Mayor thanked Conlon Bonner for joining Murray's team, and they are excited to see his contributions to the city and community.

Citizen Comments

The meeting was open for public comment.

No comments were given, and the open public comment period was closed.

Consent Agenda

None Scheduled

Public Hearings

1. Consider a resolution approving the City's application for a grant from the Edward Byrne Justice Assistance Grant Program (JAG).

Presenting: Chief Craig Burnett and Lt. Brian Wright

Proposed Resolution #: R22-45

Murray City Police Department is seeking financial assistance for the purchase of public order gear and equipment to equip fifty (50) officers. The Murray City Police Department will utilize FY 2022 JAG funds for the following:

- Collapsible batons, protective shields and shin guards, helmets, and fire extinguishers.

The amount allocated to the City of Murray for this grant is \$33,914.00.

Councilmembers and the Mayor thanked the Police Department for the hard work and dedication they have in keeping our community safe.

CITIZEN COMMENTS

The meeting was open for public comment.

No comments were given, and the open public comment period was closed.

MOTION:

Councilmember Turner moves to approve the City's application for a grant from the Edward Byrne Justice Assistance Grant Program (JAG). The motion was SECONDED by Councilmember Cotter.

VOTE:

Ayes: Councilmember Martinez, Councilmember Cotter, Councilmember Turner, and Councilmember Hrechkosy.

Nays: None

Abstentions: None

Excused: Councilmember Dominguez

Motion passed 4-0

Business Item

1. Consider a resolution adopting the regular meeting schedule of the Murray City Municipal Council for calendar year 2023.

Presenting: Jennifer Kennedy, Council Executive Director

Proposed Resolution #: R22-46

Jennifer Kennedy, Council Executive Director shared a brief overview of the proposed resolution requesting adopting the regular meeting schedule of the Murray City Municipal Council for the calendar year 2023.

The City Council typically meets on the first and third Tuesdays of each month with a few date adjustments:

- June 2023 – the meetings are scheduled for June 6th and 27th (the first and fourth Tuesdays) due to the APPA Conference being held June 15-21, 2023.
- July 2023 – the meetings are scheduled for July 11th and 18th (the second and third Tuesdays) due to the Fourth of July holiday being the first Tuesday in July.
- November 2023 – the meetings are scheduled for November 14th and 21st (the second and third Tuesdays) due to Election Day being on November 7th, which is the first Tuesday in November.
- December 2023 – the meetings are scheduled for December 5th and 12th (the first and second Tuesdays) due to the holidays and people being busy during December.

MOTION:

Councilmember Cotter moves to approve the resolution adopting the regular meeting schedule of the Murray City Municipal Council for calendar year 2023. The motion was SECONDED by Councilmember Martinez.

VOTE:

Ayes: Councilmember Martinez, Councilmember Cotter, Councilmember Turner, and Councilmember Hrechkosy.

Nays: None

Abstentions: None

Excused: Councilmember Dominguez

Motion passed 4-0

Mayor's Report and Questions

Mayor Hales shared the following:

- There have been 70 applications for rooftop solar in the last year.
- Emma Robinson won the 2023 Miss Murray scholarship. Mayor Hales thanked Councilmember Martinez representing the city at the event.
 - Councilmember Martinez thanked Lindsey Smith for running the scholarship program and thanked the Miss Murray committee for the wonderful tribute to the former director, Miss Lloyd.
- Tomorrow, November 2, 2022, there is a volunteer appreciation dinner at the Senior Recreation Center from 5-8 pm, and the council is invited to attend.
- A new Taco Bell has opened in front of Modern Display on State Street (6001 S. State Street).
- The Break Sports Grill has opened in the Ivy Place Shopping Village Center (4760 S 900 E).
- The New City Hall is estimated to be completed in the middle of March 2023.

Mayor Hales thanked the council for their support.

Adjournment

MOTION:

Councilmember Cotter moves to adjourn the meeting. The motion was SECONDED by Councilmember Martinez.

ROLL:

All in favor: Councilmember Martinez, Councilmember Cotter, Councilmember Turner, and Councilmember Hrechkosy.

Excused: Councilmember Dominguez

Motion passed 4-0

The meeting was adjourned at 6:53 p.m.

Brooke Smith, City Recorder [SEAL]



MURRAY
CITY COUNCIL

Special Recognition



MURRAY
CITY COUNCIL

Special Recognition #1



MURRAY


Mayor's Office

Welcome to 2022 Miss Murray Emma Robison

Council Action Request

Council Meeting

Meeting Date: December 6, 2022

Department Director Mayor Hales Phone # 801-264-2600 Presenters Mayor Hales Emma Robison Required Time for Presentation Is This Time Sensitive No Mayor's Approval  Date November 22, 2022	Purpose of Proposal Introduction of Emma Robison Action Requested Informational only Attachments Resume of Emma Robison Budget Impact None Description of this Item Welcome Emma Robison as Miss Murray 2023.
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From: [Kathy Miller](#)
To: [Jennifer Kennedy](#)
Subject: Miss Murray resume and biography
Date: Monday, November 28, 2022 9:12:32 AM
Attachments: [Grey & White Minimal Resume.jpg](#)

Jennifer,

Here is the resume and biography from Emma Robison.

Emma is a Murray native and recently graduated with honors from Murray High School and served as a Student Body Officer. She was a state finalist in the Sterling Scholar Competition, danced with Murray Dance Company, and was a member of the tennis team. She was awarded a full tuition scholarship to Brigham Young University and is a freshman in the Pre-Business Program. She has taken up ballroom dance and competed in the DanceSport Championships last month. Emma loves serving others, baking, Taylor Swift, and especially her hometown! She is looking forward to representing Murray City this year and working with the wonderful community and city leaders.

Kathy Miller

Administrative Assistant | Murray City Mayor's Office
5025 S. State Street | Murray, Utah 84107
Phone: (801) 264-2606 | kmiller@murray.utah.gov
www.murray.utah.gov



Emma Robison

BRIGHAM YOUNG
UNIVERSITY

✉ emarobison04@gmail.com

🌐 @emmarobisonnn

☎ 385.900.9078

WORK EXPERIENCE

xoxo, emma	2020-Present
Chipotle	2021-2022
JCR Homes	2017-Present

EXTRA CURRICULAR

BYU HOOP.CAMP Volunteer
Reading Rocks Founder
BYU Intramural Volleyball
Miss Ensign Peak's Outstanding Teen
Make-A-Wish Foundation
Children's Miracle Network Ambassador
Distinguished Young Women Top 5
BYUSA Student Volunteer
Mentor for Children with Special Needs
Utah Period Project, HB 162
Adopt-A-Grandma

VOLUNTEER EXPERIENCE

S.W.A.T. TEAM FOUNDER

- Team of 10 girls that give service anonymously
- Deliver valentines annually to Seniors in care centers
- Sunday's & Sweet Service, bake and deliver cookies to struggling college students

SUMMIT LEADERSHIP IN ISRAEL

- Worked with "Kids for Peace" to build bridges of friendship among Jewish and Muslim children

HUMANITARIAN TRIP TO PERU

- Student translator for parents, locals, and volunteers
- Interviewed by the local news about the school we built

SPECIAL PROJECTS

REACH OUT AND READ

- Collected and Donated over 80 board books to IHC's initiative, "Reach Out and Read"
- Volunteer at McMillan Elementary after school to work with struggling readers

FESTIVAL OF TREES

- Volunteer, hostess, and designer for the Festival of Trees. The wreath I designed and donated, "Home for the Holidays", was dedicated to my grandmother, and sold for \$595.

MAKE-A-WISH FOUNDATION

- Raised funds for Evie, whose dream was to Clara in Ballet West's Nutcracker. We held a Princess Tea party in her honor and collected over \$5k to support her wish.

LEADERSHIP AND AWARDS

- Owner of a small business: xoxo, emma
- Relief Society Presidency, YSA 112th Ward
- Utah Seal of Biliteracy, Spanish
- Author of "xoxOats, Breakfast of Champions"
- Student Body Officer at Murray High
- Family and Consumer Science Sterling Scholar, State Finalist
- Murray Association of Girls, President
- Family, Career, and Community Leaders of America, President
- Presidential Service Award
- All-Region Academic Award, Tennis

INTERESTING FACTS

- Taylor Swift song connoisseur
- OATMEAL LOVER
- Fluent in Spanish
- Absolutely terrified of the dark
- Obsessed with Paul Hollywood



Special Recognition #2



MURRAY

City Council

Employee of the Month - Rob White

Council Action Request

Council Meeting

Meeting Date: December 6, 2022

Department Director Jennifer Kennedy Phone # 801-264-2513 Presenters Diane Turner Brett Hales Required Time for Presentation Is This Time Sensitive No Mayor's Approval Date November 22, 2022	Purpose of Proposal Employee of the Month recognition Action Requested Informational only Attachments Recognition Form Budget Impact None Description of this Item The city recently dealt with an attack on its computer and phone networks. Rob managed his amazing staff through this crisis working tirelessly long into nights and weekends to resolve each and every issue.
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EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

DATE:

Information Technology

9/26/2022

NAME of person to be recognized:

Submitted by:

Rob White

Brett Hales

DIVISION AND JOB TITLE:

Director

YEARS OF SERVICE:

25 years

REASON FOR RECOGNITION:

The city recently dealt with an attack on its computer and phone networks. Rob managed his amazing staff through this crisis working tirelessly long into nights and weekends to resolve each and every issue.

COUNCIL USE:

MONTH/YEAR HONORED



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Public Hearing



MURRAY

Community & Economic Development

97 West Winchester Street, Zone Change

Council Action Request

Council Meeting

Meeting Date: December 6, 2022

Department Director Jared Hall Phone # 801-270-2427 Presenters Jared Hall Required Time for Presentation 15 Minutes Is This Time Sensitive No Mayor's Approval Date	Purpose of Proposal Amend General Plan and Zoning designations of the property from Residential to Residential Neighborhood Business. Action Requested Amend Future Land Use Map - Low Density Res to Res Business, Amend Zoning Map - R-1-8 to R-N-B. Attachments Presentation Slides. Budget Impact None. Description of this Item On October 6, 2022, the Planning Commission voted to recommend that the City Council approve the requests related to the subject property at 97 West Winchester Street. The property owner, Paul Henderson has proposed amendments to the Future Land Use and Zoning Map designations of his property in order to support operating his property management business from a future office on the site. He proposes changing the Future Land Use designation from Low Density Residential to Residential Business, and the Zoning Map designation from R-1-8, Single Family Residential to R-N-B, Residential Neighborhood Business.
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Allowed Uses in the R-N-B Zone: The existing R-1-8 Zone generally allows single family detached homes along with parks, schools, churches, and some utilities. The proposed R-N-B Zone allows single family detached and attached homes (twin-homes), duplexes, certain professional office uses, banking, salons, schools, and churches.

Zoning Regulations in the R-N-B: The R-N-B Zone regulations include many considerations to make it compatible with adjacent residential uses as a transition or buffer, including the following:

- Planning Commission Conditional Use Permit approval required for all commercial construction.
- Limited hours of operation from 7:00 a.m. 10:00 p.m.
- Commercial buildings limited to 20' in height, maximum of 30' with Planning Commission approval.
- Landscape and masonry wall buffering requirements adjacent to residential uses.
- Additional lighting requirements and limitations.
- Design requirements for residential-compatible character (gable roofs, limited massing, residentially typical materiality, etc.)
- Limited signage.

Future Land Use Map Designations: To support the Zone Map amendment to R-M-15, an application to amend the Future Land Use designations of the subject property from Low Density Residential to Residential Business. "Future Land Use" designations are intended to help guide decisions about the zoning designations of properties.

- Existing: The existing property is currently designated as "Low-Density Residential". This category is intended to be used for "residential uses in established and planned neighborhoods."
- Proposed: The applicants propose to amend the Future Land Use Map designations of the subject property to "Residential Business." The Residential Business designation is intended for commercial developments within primarily residential neighborhoods that are small in scale, have little impact, and provide services for the nearby residential area."

The subject property is the only home outside the area designated to support the change to Residential Business. Making the requested adjustment would represent a natural expansion of the designation, which is generally considered a valid support

General Plan Objectives: The proposed amendments support objectives and goals of the General Plan, including:

- Encourage revitalization along transit corridors
- Promote transitional development between commercial and neighborhoods
- Encourage form-based development patterns
- Create unique local neighborhood retail node

CITY DEPARTMENT REVIEW

The applications have been made available for review and comment by City Staff from various departments including the Engineering Division, Fire Department, Power Department, Water Division, and Sewer Division. No concerns or issues were raised.

PUBLIC COMMENTS

Forty-one (41) notices of the public hearing were sent to all property owners within 300' of the subject property and to affected entities. One comment in opposition was received.

FINDINGS

1. The General Plan provides for flexibility in implementation and execution of the goals and policies based on individual circumstances.
2. Amending the Future Land Use Map of the General Plan will allow for cohesion with neighboring residential uses.
3. The proposed Zone Map Amendment from R-1-8 to R-N-B has been considered based on the characteristics of the site and surrounding area. The potential impacts of the change will be minimal and will promote the goals of the General Plan.
4. The proposed Zone Map Amendment from R-1-8 to R-N-B conforms to important goals and objectives of the 2017 Murray City General Plan and will allow an appropriate development of the subject property.

RECOMMENDATION

The requests have been reviewed together and the findings and conclusions apply to both recommendations, but the Council must take actions individually. The two separate recommendations are provided below:

REQUEST TO AMEND THE MURRAY CITY GENERAL PLAN

Based on the background, analysis, and the findings, Staff and the Planning Commission recommend that the City Council APPROVE the requested amendment to the Future Land Use Map, re-designating the property at 97 West Winchester Street from Low Density Residential to Residential Business.

REQUEST TO AMEND THE MURRAY CITY ZONING MAP

Based on the background, analysis, and the findings, Staff and the Planning Commission recommend that the City Council APPROVE the requested amendment to the Zoning Map, re-designating the property located at 97 West Winchester Street from R-1-8, Single Family Residential to R-N-B, Residential Neighborhood Business.

Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 6th day of December, 2022, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing on and pertaining to the consideration of amending the General Plan from Low Density Residential to Neighborhood Business and amending the Zoning Map from the R-1-8 (Residential Single Family) zoning district to the R-N-B (Residential Neighborhood Business) zoning district for the property located at 97 West Winchester Street, Murray, Utah.

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

DATED this 21st day of October 2022.



MURRAY CITY CORPORATION


Brooke Smith
City Recorder

DATE OF PUBLICATION:
PH 22-38

November 25, 2022

UCA §10-9a-205

- Mail to each affected entity
- Post on City's website
- Post on Utah Public Notice Website
- Mailed to each property owner within distance parameters (*City Code 17.04.140*)

24 hours prior to hearing:

- Post in 3 locations within city
- Post on City's website

ORDINANCE NO. _____

AN ORDINANCE RELATING TO LAND USE; AMENDS THE GENERAL PLAN FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD BUSINESS AND AMENDS THE ZONING MAP FROM R-1-8 (RESIDENTIAL LOW DENSITY) TO R-N-B (RESIDENTIAL NEIGHBORHOOD BUSINESS) FOR THE PROPERTY LOCATED AT 97 WEST WINCHESTER STREET, MURRAY, UTAH. (Paul Henderson – Applicant)

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

WHEREAS, the owner of the real property located at 97 West Winchester Street, Murray, Utah, has requested a proposed amendment to the General Plan of Murray City to reflect a projected land use for the property as Neighborhood Business and to amend the zoning map to designate the property in an R-N-B zone district; and

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

WHEREAS, it appearing to be in the best interest of Murray City and the inhabitants thereof that the proposed amendment of the General Plan and the Zoning Map be approved.

NOW, THEREFORE, BE IT ENACTED:

Section 1. That the Murray City General Plan be amended to show a Neighborhood Business projected use for the following described property located at 97 West Winchester Street, Murray, Murray, Salt Lake County, Utah:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4 BLAIN ADDITION, THENCE NORTH 283.38 FEET; THENCE NORTH 85°45' EAST 89.92 FEET; THENCE SOUTH TO A POINT 89.44 FEET EAST FROM THE BEGINNING; THENCE WEST 89.44 FEET TO THE BEGINNING OF LESS STREET & STATE ROAD.
0.48 ACRES

Section 2. That the Zoning Map and the zone district designation for the property described in Section 1 be amended from the R-1-8 zone district to the R-N-B zone district.

Section 3. This Ordinance shall take effect upon the first publication and filing of copy thereof in the office of the City Recorder of Murray City, Utah.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council
on this _____ day of _____, 2022.

MURRAY CITY MUNICIPAL COUNCIL

Kat Martinez, Chair

ATTEST:

Brooke Smith, City Recorder

Transmitted to the Office of the Mayor of Murray City on this _____ day of
_____, 2022.

MAYOR'S ACTION:

DATED this _____ day of _____, 2022.

Brett A. Hales, Mayor

ATTEST:

Brooke Smith, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance was published according to law on the _____
day of _____, 2022.

Brooke Smith, City Recorder

5. If the applicant does not condominiumize the proposed Lot 201, the applicant shall provide a document that provides details on the parking for Lot 201 with compliance with Murray Parking Standards prior to recordation of the new plat.
6. The applicant shall prepare a Final Subdivision Plat which complies with all requirements of Title 16, Murray City Subdivision Ordinance.
7. The subdivision plat shall be recorded within one year of the final approval by the Planning Commission or the subdivision plat approval shall be null and void.

Seconded by Mr. Nay. Roll Call Vote

A Richards
A Nay
A Hacker
A Patterson
A Pehrson
A Lowry

Motion passed 6-0

PAUL HENDERSON – 97 West Winchester Street– Project#22-139

Mr. Smallwood presented this request to amend the general plan and zone map. This property is currently in R-1-8 zone, along with the properties to the west and east. This requires a change from the current low-density residential designation to the residential business designation. The residential business designation only allows for the RNB zone, and there are no other associated zones. Staff feels this is a natural expansion of the RNB designation, especially with the Fashion Place West area. Photos of the existing home were shown of the lot and were included in the Staff Report. He discussed the future land use designations and possible conditional uses. The RNB zone allows for small office uses, and it is a design heavy zone with architectural standards that have to be met and he discussed those. He also discussed the requirements for parking in this zone. Staff is recommending approval for both the general planning amendment and the zoning map amendment.

Mr. Nay referred to the future land use map and that it talks about the natural progression of expansion of the residential neighborhood business. He asked if staff sees a hard line where these expansions are concerned. Mr. Smallwood responded that typically staff doesn't support anything that isn't touching on Winchester.

Mr. Nay asked how this project fits with the small area plan that was done for Fashion Place. Mr. Smallwood responded that this actually fits more with the 2017 general plan. There are things that may come as part of the Fashion West Place Small Area Plan, but this is an easy transition over to commercial.

Paul Henderson, applicant, said that before buying the house he called the city to see if he could put his office there. The gentleman responded he could, specifically "it's on Winchester, and yes you can." Then, after speaking with Ms. Nixon about it, she looked more closely and discovered this is the only lot on Winchester that isn't included in the RNB Zone. They

discussed the things that would have to happen to bring it up to commercial code, and he is getting plans and bids on those items. He hasn't done anything official yet however, because he is waiting on approval.

Mr. Nay asked what kind of business he will be running. Mr. Henderson responded that it will be an office property management business.

Mr. Lowry opened the hearing for public comment.

Bart Burton, resident, requested that the zoning not be changed. Once it starts, it never stops. He has seen it in so many places and would really like to keep our place a neighborhood. We like it there, you start letting offices in and next thing you know there is a dentist's office, next thing you know they are going to change the zoning to something else and from what I heard, from there with the mall project it may anyway. He asked that the city not approve the request and just let the neighborhoods be.

Mr. Smallwood read an email received prior to the meeting:

Elizabeth Brimley, resident, asked what type of business is anticipated? What business hours are planned? What effect will it have on the neighborhood? Will there be more traffic, people, vagrants, etc.?

Mr. Lowry noted there was another comment received by email.

Mr. Smallwood acknowledged that there was, and it was included in the record for this meeting.

Mr. Lowry wanted to talk about the first concern, the property being located across from what is currently a gravel open space; he would like to clarify who owns that property. Mr. Lowry closed the public comments.

Mr. Smallwood said they will do some more research to make sure it is not city property; he suspects it belongs to UDOT. Once the owner is determined, he will either contact the state or city staff to get that cleaned up. The type of business has been addressed already. There are restrictions in the RNB zones regarding operating hours, however he does not know the exact times currently. Regarding the effect on the neighborhood, this is a transitional zone and a good spot for high traffic streets like Winchester. It also separates the single family residential from the area. Regarding traffic, people and vagrants, he can't answer to whether or not this would bring more people or vagrants during a zone change. A zone change also doesn't necessarily mean there will be a traffic increase.

Mr. Nay asked if there are other examples of pieces of property that were not attached to other zones when the general plan was developed; single pieces of property that were missed throughout the city.

Mr. Smallwood said yes, there were a number of properties. They look at general plan amendments quite often, and they entertain things when they seem appropriate or they see a change in the neighborhood. Usually, they tell people what they are asking for is not appropriate, but the planning commission doesn't see that because they generally don't take applications that staff can't support.

Mr. Nay asked for more examples of where a zone change has taken place, and what those properties looked like.

Mr. Smallwood noted the west side of 900 East, from Winchester up to about 5600 South, which is mostly lower scale buildings that look like residential office buildings.

Mr. Hacker asked staff to address Mr. Burton's concerns from his comment.

Mr. Smallwood said he doesn't anticipate this going any further, mostly because this property touches Winchester. Based on the map, this property mostly faces on to Winchester and it just so happens there is a right of way, otherwise the whole property would touch Winchester. This is why they feel this is a good, hard stopping point for the RNB zone in that area.

Mr. Nay asked if they have the capability to change the access as the project moves forward.

Mr. Smallwood said that it depends on who owns the property, as they will have to work with that entity. He also noted they could look at possible changes to the drive approach location during the project review.

Mr. Nay asked about any required buffering on the east side of the property.

Mr. Smallwood said there is at least a 10-foot buffer required for landscaping next to any residential, typically they require fencing to be installed as well.

Mr. Nay asked about the height requirements for the fencing.

Mr. Smallwood said it's typically 6 feet, but the planning commission can grant up to 8 feet on the south side.

Ms. Nixon stated where the site abuts a property that the general plan projects as residential land use, a six-foot-high solid masonry wall shall be located on the property line.

Ms. Patterson noted that this is a really deep property, and the two on the other drive would be the only ones designated for RNB in the future. She wonders if there is something they can do to buffer the sides of that.

Ms. Nixon said that if that was considered a mitigating factor, it could be discussed when it comes in for the site plan.

Mr. Nay asked if the applicant were to come forward with only a business application, and not any change to the property itself, would they lose the ability to enforce the fencing everywhere besides the south side.

Mr. Smallwood said it would be a change of use, so it would need to go through the review process again.

Mr. Pehrson noted that, per code, "commercial uses shall not be open for business before 7:00 a.m. or after 10:00 p.m." However, he also noted that many professional offices do not work that late in the day.

Mr. Lowry asked for details on the height allowances for structures. Mr. Smallwood said that without planning commission approval the maximum is 20 feet tall, but the planning commission may allow up to 30 feet. There is also a condition noting the building cannot be more than two stories.

Mr. Pehrson noted that the image shown was 5 feet shorter than a single-family home and Mr. Smallwood agreed.

Ms. Patterson moved to forward a recommendation of approval to the city council for the requested amendment to the future land use map, re-designating the property located at 97 West Winchester Street from low density residential to residential business. Seconded by Mr. Hacker.

Roll Call Vote

<u>A</u>	Patterson
<u>A</u>	Hacker
<u>A</u>	Nay
<u>A</u>	Richards
<u>A</u>	Pehrson
<u>A</u>	Lowry

Motion passes 6-0

Ms. Patterson moved to forward a recommendation of approval to the city council for the requested amendment to the zoning map designation of the property located at 97 West Winchester Street from R-1-8, single family residential to RNB, residential neighborhood business. Seconded by Mr. Hacker.

Roll Call Vote

<u>A</u>	Patterson
<u>A</u>	Hacker
<u>A</u>	Richards
<u>N</u>	Nay
<u>A</u>	Pehrson
<u>A</u>	Lowry

Motion passes 5-1, Mr. Nay had dissenting vote due to his belief that the buffering clauses in the code need to be updated and provide better buffering from residential properties.

Mr. Pehrson added that the planning commission is only forwarding a recommendation, this will still be going before the city council. The public is welcome to attend the council meeting and voice their opinion on this rezone as well.

OTHER BUSINESS

Ms. Patterson shared that the Murray Region PTA is hosting a Meet the Candidates Night at Murray High School on Monday, October 10 from 6-8 pm. It will be an open house style event and they have received RSVPs from 30 of their representatives. They will be available to talk to the public; there will be no debates or speeches. To see the candidates, visit MurrayPTA.org, or the school district's social media, "We Are Murray" on Facebook and Instagram.

Mr. Pehrson noted that Mr. Nay brought up a desire to change the buffering in the RNB zoning. He believes that, as a commission, they have the ability to talk about and forward a recommendation in regard to that.

Mr. Nay said that he feels the east and west sides of the property need the buffering, in this case specifically. This is not a noisy business, but whatever comes in later could be a different story. This is supposed to be a buffer, but it doesn't cover all the neighboring properties.

Ms. Patterson said that in the past, most properties are like the ones to the west, a shallower property in a corner. Those properties would definitely need some additional conditions on site plans and things like that in this section.

Mr. Nay noted that this is a very unusual piece of property, but they should have the power to enforce the additional buffering.

Ms. Patterson said that some of the properties on Winchester have done the conversion, and some have rebuilt as new.

Mr. Lowry asked if it would be possible to propose that any zoning change that abuts residential would require buffering.

Mr. Smallwood said that technically they can't put conditions on a rezone, as it's a legislative item.

Mr. Nay asked if they could make requirements for a particular zone itself.

Mr. Smallwood said yes, they can change the text of the zoning.

Ms. Patterson asked if there are a lot of these lots to be rezoned to RNB.

Mr. Smallwood responded there are still a few properties just to the west of this one that are for sale.

Ms. Nixon said that when they initially adopted the RNB zone, they had proposed having a buffer wall between RNB and R-1-8, like on 9th East. Initially, the wall was required on both sides as well as rear, but then after applications started being submitted, they realized it could ultimately end up with a solid wall the whole way down the street.

Mr. Lowry noted that some areas could use some updating, but it's a tough situation where these residents have been here for a long time and they are very protective of their neighborhood.

Mr. Nay noted that the resident who spoke will not see much change on his property from what he understands will go into this zone.

Ms. Patterson asked, once this property is rezoned to RNB, and someone else comes in after this applicant leaves, if they don't want whatever conversion has been done, could they implement different requirements at that time.

Mr. Smallwood said that even in the conversion, it will have to come through the planning commission for parking changes, site upgrades, etc. There will be a chance to look at the fencing at that time as well.

Mr. Nay asked if they have discretion in the fencing requirements.

Mr. Smallwood said that yes, if it is found that there is an impact that needs to be addressed.

Mr. Pehrson noted that, separate from this issue, his comments are regarding ideas the commissioners might have. He thinks they should be discussing those, putting them on the agenda for future meetings.

Mr. Smallwood said they just need to let staff know if they want to schedule a discussion item.

Mr. Pehrson added that, as a commission, they don't technically have to have staff write all that for them. They can technically write it up themselves, propose and vote on it. He's not saying that has to be done, as staff does a great job, but he wanted to point out that the planning commission members can initiate change.

Mr. Hacker agreed.

Mr. Pehrson move to adjourn the meeting at 7:28 p.m. A voice vote was made, vote was unanimous.

A handwritten signature in black ink, appearing to read "Jared Hall", is written over a horizontal line.

Jared Hall, Community & Economic Development Director



AGENDA ITEM # 6 - Paul Henderson

ITEM TYPE:	General Plan & Zone Map Amendments		
ADDRESS:	97 West Winchester Street	MEETING DATE:	October 6, 2022
APPLICANT:	Paul Henderson	STAFF:	Seth Rios, Planner 1
PARCEL ID:	21-24-279-006	PROJECT NUMBER:	22-138 & 22-139
CURRENT ZONE:	R-1-8, Single Family Residential	PROPOSED ZONES:	R-N-B, Residential Neighborhood Business
Land Use Designation	Low-Density Residential	PROPOSED DESIGNATION	Residential Business
SIZE:	0.48 acres		
REQUEST:	The applicant would like to amend the Future Land Use Map designation and Zoning Map for the subject properties to allow for a neighborhood business at the property addressed 97 West Winchester Street.		



Figure 1: Aerial view of the subject property

BACKGROUND & REVIEW

The subject property owner is requesting to amend the General Plan's Future Land Use and Zoning Map to allow for a property management office space to be run from the home. The home largely fronts on Winchester Street. The driveway access is the part of the front yard that fronts Malstrom Lane. The General Plan and Future Land Use Map call for most of the homes that front on Winchester to be rezoned to Residential Business. This property was excluded from the Future Land Use Map's designation to rezone the frontage of Winchester to Residential Business. Staff assumes that this was because the home shares part of its frontage with Malstrom Lane, which is entirely single-family residential. Although the home is surrounded by other single-family homes, they are already near other commercial uses. Fashion Place Mall is just across the bridge.

Surrounding Land Uses & Zoning



Figure 2: Looking to the east from 97 West Winchester Street

The subject property is 0.48 acres and is located on Winchester Street, right next to I-215. Winchester Street is a busy collector road with a variety of businesses along the street. The 2017 General Plan calls for the properties fronting Winchester to be rezoned to R-N-B; however, the majority remain single-family residential. Rezoning this property would move the area closer to the goal of the General Plan of having a mix of uses in the area.

Direction
North

Land Use
Parking Lot

Zoning
R-N-B

South	Single-Family Residential	R-1-8
East	Single-Family Residential	R-1-8
West	Single-Family Residential	R-N-B

Zoning Considerations



Figure 3: This office complex is just across the street from 97 West Winchester

The purpose of the R-N-B zone is to allow for a transition area between high-traffic roads and adjacent residential neighborhoods. Any building in this zone should share characteristics with nearby neighborhoods. If the property were rezoned to the R-N-B zone, it would be required to maintain the existing character of the building. An example of this is the height limit in the R-N-B zone. Structures are limited to 20 feet in height, unless they receive a conditional use permit to allow an increase to 30 feet.

Allowed Land Uses

The R-1-8 Zone allows for single-family housing on parcels that have a minimum size of eight thousand (8,000) square feet. This is a low density, single-family zone.

- **Existing R-1-8, Residential Single-Family Zone:**
Permitted Uses in the R-1-8 zone include single family residential development and accessory uses associated with them and requires minimum lot sizes of 8,000 square feet

Conditional Uses in the R-1-8 Zone include public and quasi-public uses such as schools, libraries, churches, and utilities.

- **Proposed R-N-B, Residential Neighborhood Business:**
Permitted Uses in the R-N-B Zone include attached and detached single-family residential development, duplexes, and certain office uses. This zone is design-heavy and includes buffers to residential that surrounds it.

Conditional Uses in the R-N-B Zone include banking services, salons, schools, and churches to name a few examples.

General Plan Considerations

In order to support the Zone Map amendment to R-N-B, the applicant has also made an application for a General Plan amendment, specifically to amend the Future Land Use designations of the subject properties from Low-Density Residential to Residential Business. General Plans are not intended to be static documents. Significant evaluations and revisions are common every five to ten years, and in growing and complex communities like Murray, it is reasonable to expect that additional adjustments may be appropriate and should be considered individually.

Future Land Use Map Designations

Map 5.7 of the Murray City General Plan (the Future Land Use Map) identifies future land use designations for properties in Murray City. The designation of a property is tied to corresponding purpose statements and zones. These “Future Land Use” designations are intended to help guide decisions about the zoning designations of properties. The subject property is currently designated Low-Density Residential. The applicant proposes to amend the Future Land Use designations described above to “Residential Business”.

- Existing: The existing property is currently designated as “Low-Density Residential”. This category is intended to be used for “residential uses in established and planned neighborhoods.” Figure 5 is an illustration below from page 5-12 of the General Plan.
- Proposed: The applicants propose to amend the Future Land Use Map designations of the subject property to “Residential Business.” The Residential Business designation is intended for commercial developments within primarily residential neighborhoods that are small in scale, have little impact, and provide services for the nearby residential area.” See Figure 6 for a more detailed description.

Staff supports the proposed change of the future land use map designation. The home is only one property outside of the area that is designated to eventually change to the R-N-B zone in the Murray City Future Land Use Map. This would be a natural expansion of the proposed R-N-B zoning area. Most of the front yard fronts are along Winchester Street. Chapter 17.140 requires that commercial businesses in the proposed zone maintain the character of the adjacent neighborhoods. Before opening their business, the applicant will need to complete a site plan review, where parking, access, and other needs of the property will be addressed. Because the house will be converted to commercial use, there is also the possibility that they will need to work with the Building Division to complete a change of use. There are multiple steps still required before the applicant would be able to operate their business at this address.

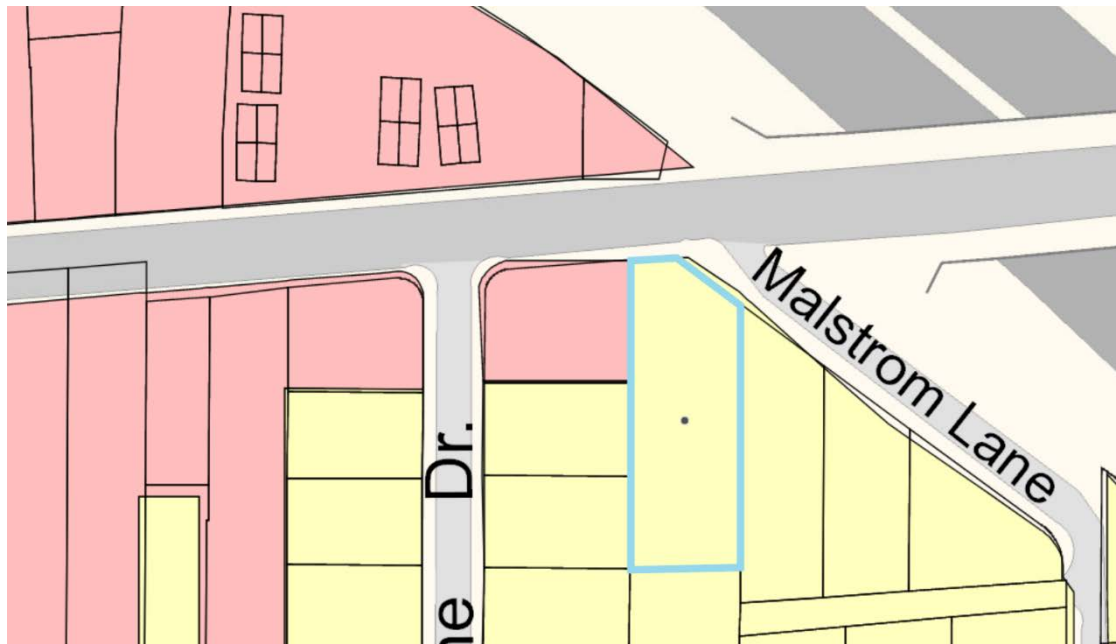


Figure 4: The pink area shows the properties that are designated to eventually change to the R-N-B zone. The subject property is only one parcel outside of this designated area.

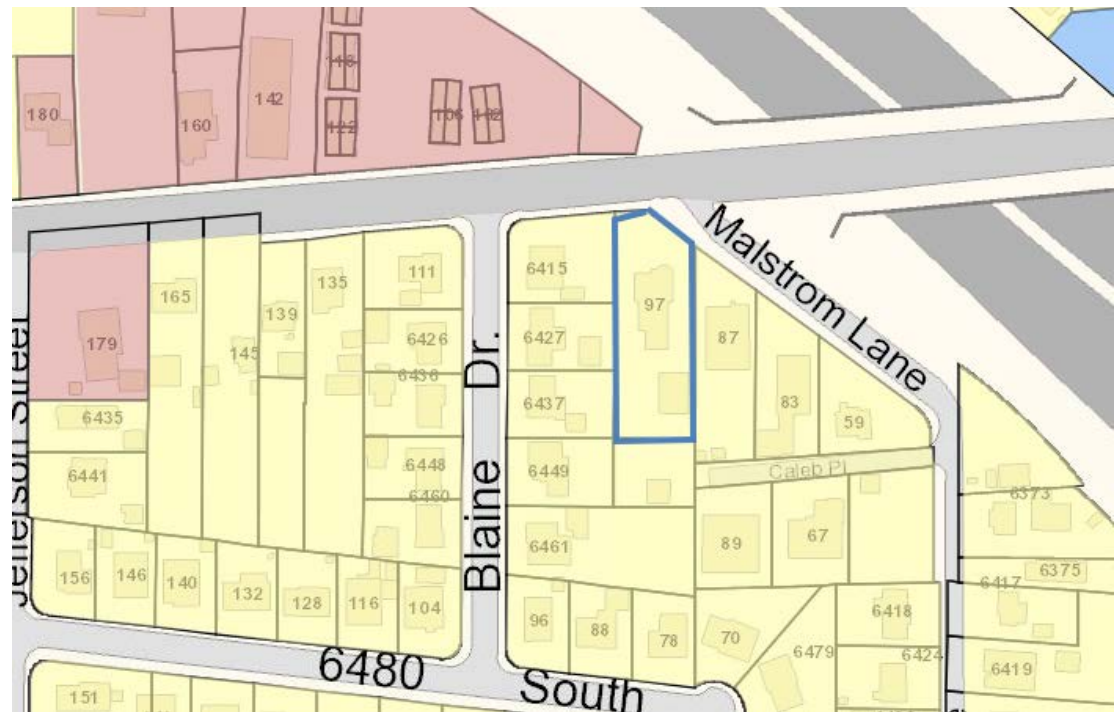


Figure 5: Existing Zoning. Pink is RNB and Yellow is R-1-8.

LOW DENSITY RESIDENTIAL

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

Density range is between 1 and 8 DU/AC.

Corresponding zone(s):

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



Figure 6: Page 5-14 of the 2017 Murray General Plan

RESIDENTIAL BUSINESS

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

Corresponding zone(s):

- RNB, Residential Neighborhood Business



Figure 7: Page 5-15 of the 2017 Murray General Plan

General Plan Objectives and Goals

Page 47 of the 2017 Murray General Plan highlights initiative number #3, which is to create livable and vibrant neighborhoods in Murray. Here are a few of the goals given in the General Plan to achieve this initiative:

- Encourage revitalization along transit corridors
- Promote transitional development between commercial and neighborhoods
- Encourage form-based development patterns
- Create unique local neighborhood retail nodes

Changing the General Plan designation and allowing for a rezone to R-N-B helps to accomplish all of these goals. Winchester is right next to the Fashion Place West TRAX station. The road itself leads into State Street and passes over I-215. The goals stated in the General Plan call for revitalization in these types of areas. The R-N-B zone would provide nearby residents with the benefits of a commercial zone, without feeling like one. This will fulfill the other goals listed by allowing for a gradual transition into commercial. This is much different from the traditional style of zoning seen in Murray but allowing for the change gives residents the opportunity to see that commercial uses do not always have to consist of huge parking lots and tall buildings.

II. CITY DEPARTMENT REVIEW

The applications have been made available for review and comment by City Staff from various departments including the Engineering Division, Fire Department, Power Department, Water Division, and Sewer Division. Staff has compiled their comments below:

- Murray City Power:
 - Depending on what kind of business the applicant is planning, the metering on the home may need to be changed to commercial, which will be charged at a different rate.

These comments are provided for the benefit of the applicant; as this application is not for a specific project, they are provided to make the applicant aware of potential issues if/when they receive the General Plan and Zone Map Amendment.

III. PUBLIC COMMENTS

Forty-one (41) notices of the public hearing for the requested amendments to the Future Land Use Map and Zone Map were sent to all property owners within 300' of the subject property and to affected entities. As of the date of this report, staff has received one comment, which expressed concern for the parking for the business. They also expressed concern about allowed height of the building and trash accumulating in the nearby parking area.

IV. FINDINGS

1. The General Plan provides for flexibility in implementation and execution of the goals and policies based on individual circumstances.
2. Amending the Future Land Use Map of the General Plan will allow for cohesion with neighboring residential uses.
3. The proposed Zone Map Amendment from R-1-8 to R-N-B has been considered based on the characteristics of the site and surrounding area. The potential impacts of the change will be minimal and will promote the goals of the General Plan.
4. The proposed Zone Map Amendment from R-1-8 to R-N-B conforms to important goals and objectives of the 2017 Murray City General Plan and will allow an appropriate development of the subject property.

V. STAFF RECOMMENDATION

The requests have been reviewed together in the Staff Report and the findings and conclusions apply to both recommendations from Staff, but the Planning Commission must take actions individually. The two separate recommendations of Staff are provided below:

REQUEST TO AMEND THE MURRAY CITY GENERAL PLAN

Based on the background, analysis, and findings within this report, Staff recommends that the Planning Commission **forward a recommendation of APPROVAL to the City Council for the requested amendment to the Future Land Use Map, re-designating the property located at 97 West Winchester Street from Low Density Residential to Residential Business.**

REQUEST TO AMEND THE MURRAY CITY ZONING MAP

Based on the background, analysis, and findings within this report, Staff recommends that the Planning Commission **forward a recommendation of APPROVAL to the City Council for the requested amendment to the Zoning Map designation of the property located at 97 West Winchester Street from R-1-8, Single-Family Residential to R-N-B, Residential Neighborhood Business, as described in the Staff Report.**



NOTICE OF PUBLIC HEARING

October 6, 2022, 6:30 PM

The Murray City Planning Commission will hold a public hearing in the Murray City Municipal Council Chambers, located at 5025 S. State Street to receive public comment on the following application made by Paul Henderson regarding the property addressed 97 West Winchester Street:

Amend the Future Land Use Map designation of the property from Low-Density Residential to Residential Business.

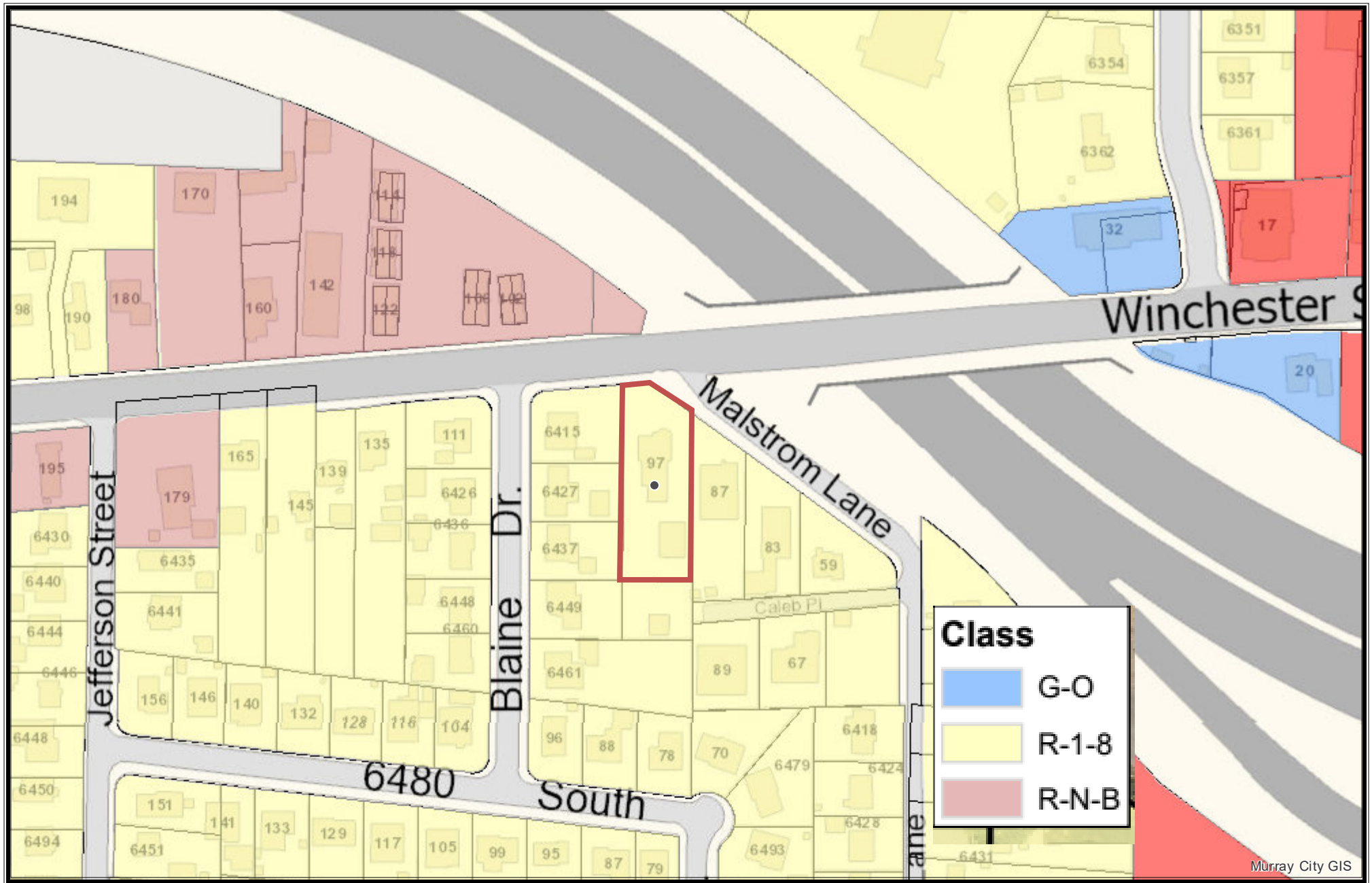
Amend the Zoning Map designation of the property from R-1-8, Residential Single-Family Low Density to R-N-B, Residential Neighborhood Business.

The meeting is open, and the public is welcome to attend in person or you may submit comments via email at planningcommission@murray.utah.gov. If you would like to view the meeting online, you may watch via livestream at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.

Comments are limited to 3 minutes or less, written comments will be read into the meeting record.



This notice is being sent to you because you own property within 300 feet of the subject property. If you have questions or comments concerning this proposal, please contact Seth Rios in the Murray City Planning Division at 801-270-2429, or e-mail srios@murray.utah.gov.



97 W Winchester Street

© Copyright 2020, Murray City
 Map Disclaimer:
<http://www.murray.utah.gov/1609>
 The above information while not
 guaranteed has been secured from
 sources deemed reliable.



MURRAY



Date: 10/18/2022
 Time: 10:46:44 AM

0 0.01 0.02 0.03 0.04 mi

GENERAL PLAN AMENDMENT APPLICATION

Type of Application (check all that apply):

☐ Text Amendment

☒ Map Amendment

Project # 22-138

Subject Property Address: 97 W. Winchester

Parcel Identification (Sidwell) Number: 21-24 -279 -006

Parcel Area: _____ Current Use: Residential

Land Use Designation: R-1-B Proposed Designation: Neighborhood Business

Applicant Name: Paul Henderson

Mailing Address: 1199 Midge Dr.

City, State, ZIP: Bluffdale, UT 84065

Daytime Phone #: 801-699-1318 Fax #: 801-984-0549

Email Address: prhendy@me.com

Business Name (If applicable): _____

Property Owner=s Name (If different): _____

Property Owner=s Mailing Address: _____

City, State, Zip: _____

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

Describe your request in detail (use additional page if necessary): All the other residential houses with Winchester frontage are zoned for business. I would like this one to be zoned for business so I can move my business into it.

Authorized Signature:  Date: 9/1/22

Property Owners Affidavit

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

[Signature]

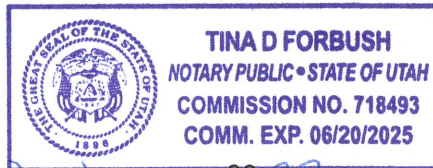
Owner's Signature

Co- Owner's Signature (if any)

State of Utah

§

County of Salt Lake



Subscribed and sworn to before me this 1st day of September, 20 22.

Tina D Forbush

Notary Public

Residing in Salt Lake

My commission expires: 6-20-2025

Agent Authorization

I (we), ~~Paul Henderson~~, the owner(s) of the real property located at 97, in Murray City, Utah, do hereby appoint

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

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

Owner's Signature

Co-Owner's Signature (if any)

State of Utah

§

County of Salt Lake

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

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

Notary Public

Residing in _____

My commission expires: _____

PZ-22-139

ZONING AMENDMENT APPLICATION

Type of Application (check all that apply):

Project # _____

☒ Zoning Map Amendment

☐ Text Amendment

☐ Complies with General Plan

☐ Yes

☒ No

Subject Property Address: 97 W. Winchester

Parcel Identification (Sidwell) Number: 21-24-279-006

Parcel Area: _____ Current Use: Residential

Existing Zone: R-1-B Proposed Zone: R-N-B

Applicant Name: Paul Henderson

Mailing Address: 1199 Midge Dr.

City, State, ZIP: Bluffdale, UT 84065

Daytime Phone #: 801-699-1318 Fax #: 801-984-0549

Email address: prhendy@me.com

Business or Project Name: _____

Property Owner's Name (If different): _____


Property Owner's Mailing Address: _____

City, State, Zip: _____

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

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

Property has Winchester Frontage. All other houses on
winchester are zoned for business. I want to move my
business into this house

Authorized Signature:  Date: 9/1/22

Property Owners Affidavit

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

[Signature]
Owner's Signature

Owner's Signature (co-owner if any)

State of Utah

County of Salt Lake §



Subscribed and sworn to before me this 1st day of September, 20 22.

[Signature]
Notary Public

Residing in Salt Lake
My commission expires: 10-20-2025

Agent Authorization

I (we), _____, the owner(s) of the real property located at _____, in Murray City, Utah, do hereby appoint _____, as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize _____ to appear on my (our) behalf before any City board or commission considering this application.

Owner's Signature

Owner's Signature (co-owner if any)

State of Utah

County of Salt Lake §

On the _____ day of _____, 20 _____, personally appeared before me _____ the signer(s) of the above *Agent Authorization* who duly acknowledge to me that they executed the same.

Notary public

Residing in: _____
My commission expires: _____



COMMITMENT FOR TITLE INSURANCE
Issued by
FIRST NATIONAL TITLE INSURANCE COMPANY

EXHIBIT A

Property Description

THE FOLLOWING DESCRIBED TRACT OF LAND SITUATED IN SALT LAKE COUNTY, STATE OF UTAH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4 BLAIN ADDITION, THENCE NORTH 283.38 FEET; THENCE NORTH 85°45' EAST 89.92 FEET; THENCE SOUTH TO A POINT 89.44 FEET EAST FROM THE BEGINNING; THENCE WEST 89.44 FEET TO THE BEGINNING OF LESS STREET & STATE ROAD 0.48 ACRES.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

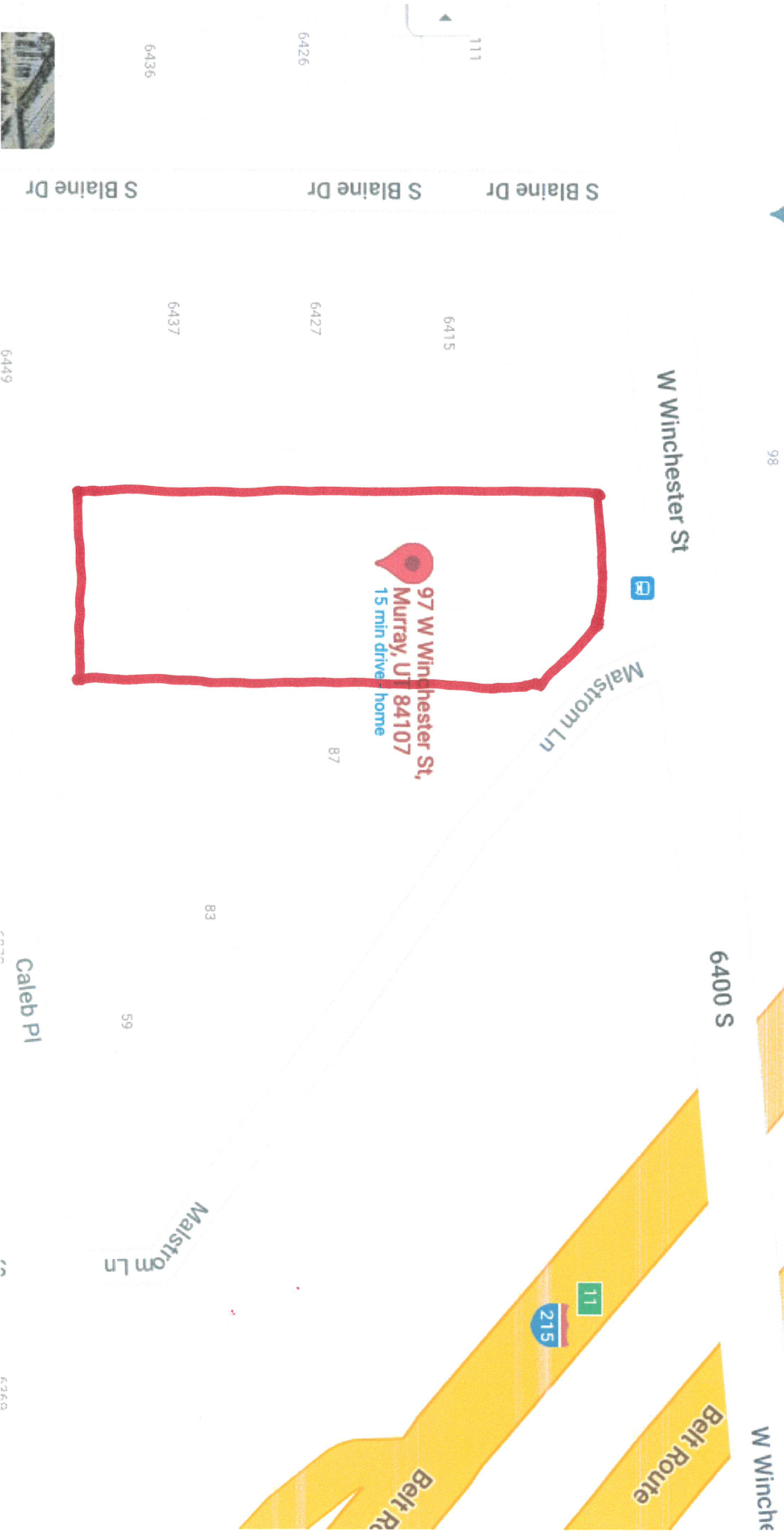
FNTI Form No.: UCom16 ALTA Commitment for Title Insurance Adopted 8/1/2016 Technical Correction 4/2/2018

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NOTICE OF PUBLIC HEARING

October 6, 2022, 6:30 PM

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Amend the Future Land Use Map designation of the property from Low-Density Residential to Residential Business.

Amend the Zoning Map designation of the property from R-1-8, Residential Single-Family Low Density to R-N-B, Residential Neighborhood Business.

The meeting is open, and the public is welcome to attend in person or you may submit comments via email at planningcommission@murray.utah.gov. If you would like to view the meeting online, you may watch via livestream at www.murraycitylive.com or www.facebook.com/MurrayCityUtah/.

Comments are limited to 3 minutes or less, written comments will be read into the meeting record.



This notice is being sent to you because you own property within 300 feet of the subject property. If you have questions or comments concerning this proposal, please contact Seth Rios in the Murray City Planning Division at 801-270-2429, or e-mail srios@murray.utah.gov.



This is an aerial photograph of a residential neighborhood. A specific property is highlighted with a blue rectangular outline. The property is located on the east side of a street, between Malstrom Lane to the north and Caleb Pl. to the south. The highlighted property features a brown-roofed house, a blue swimming pool, and a light blue shed. Surrounding properties have various roof colors and some have swimming pools. A multi-lane highway runs diagonally across the top of the image. The text 'Street' is written in large, bold, white letters with a black outline in the upper left. 'Malstrom Lane' is written in similar bold, white letters with a black outline, following the curve of the street. 'Caleb Pl.' is written in smaller, plain white letters at the bottom. 'Dr.' is written vertically in large, bold, white letters with a black outline on the left side. Numerous house numbers are visible on the properties.

Street

Malstrom Lane

Dr.

Caleb Pl.

From: [Stacy Evans](#)
To: [Seth Rios](#); [Planning Commission Comments](#)
Subject: 97 W Winchester Street
Date: Tuesday, September 27, 2022 2:49:43 PM

To whom it may concern,

I am unable to attend the meeting regarding a zoning change to 97 West Winchester Street due to a baby induction on the 5th of October. I will likely be in the hospital at the time of this meeting. My name is Stacy Evans I own and live in a home with my husband that falls within 300 feet of 97 West Winchester street.

I have two concern that lead me to a few questions about the said change in zoning.

My first concern is: This property is located directly across city property that is currently a graveled open space. This area is now becoming a parking lot and trash zone. Just last week I sent a then anonymous message to the city about an old camping trailer parked for approximately a week on the land as well as an old trampoline dumped. Within this last year I have noticed more more of a problem. I am concerned about a business here resulting in more parking and more trash. Can we please post no parking zone as I believe it has been in the past. I don't believe ownership of a home or business near this city land should not give anyone the "license" to use it for personal or business use. Thank you for your insight.

Second I am concerned about height allowances if the current structure is torn down. I don't believe any of us in the neighborhood would like to be "watched over" from a tall business building.

I am all for business growth and development and hope that this can be a positive change in the area. If the owner is present at the meeting I would like to add that the landscaping done right before ownership change was a hopeful sight and it's been disappointing to see it's current state. It would be greatly appreciated to see some effort in landscape maintenance.

Sincerely, Stacy Evans
8018083549

Sent from my iPhone

From: [Elizabeth Brimley](#)
To: [Planning Commission Comments](#)
Subject: residential business at 97 W Winchester
Date: Thursday, October 6, 2022 6:49:01 PM

What type of business is anticipated? What business hours are planned? What effect will it have on the neighborhood? Will there be more traffic or more people or more vagrants, etc?

Elizabeth Brimley





SCHOOL
SPEED
LIMIT
20
WHEN
FLASHING





NO OUTLET →

St. Louis
Malstrom Ln
50 W

NO PARKING
ANY TIME
→

BIKE LANE

2 mi
to DEPT
EVTO

EXIT 11
State Street









97



A scenic view of a park with a gazebo, trees, and a bridge. The park features a large, white, octagonal gazebo with a pointed roof in the center. To the left, there is a small wooden bridge over a stream. The park is surrounded by lush green grass and several large trees, some with yellowing leaves, suggesting an autumn setting. In the background, mountains are visible under a clear blue sky.

MURRAY CITY COUNCIL Committee of the Whole

November 15, 2022



Paul Henderson 97 West Winchester Street

General Plan and Zone Map Amendments:

- Low Density Residential to Residential Business
- R-1-8 to R-N-B



Street

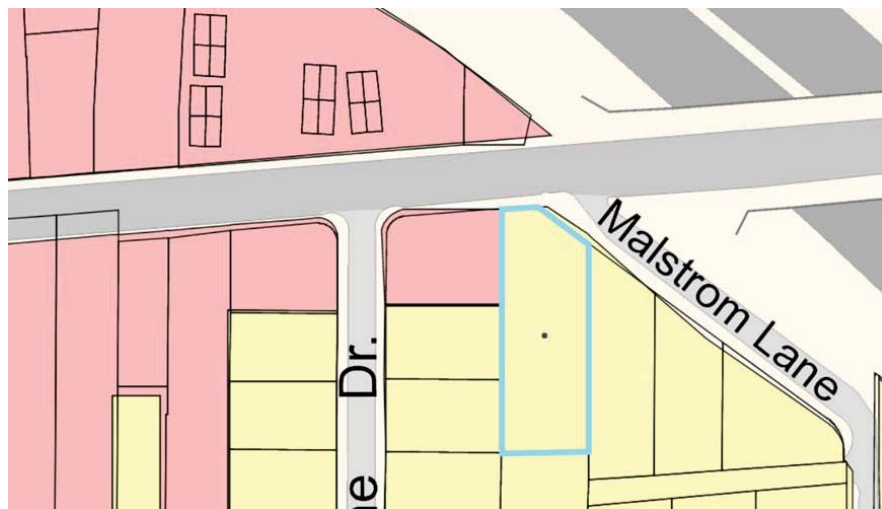
Malstrom Lane

Dr. e

Caleb Pl







Future Land Use Categories

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



Murray City Zoning Designations

Zoning Class. Zone Description

- R-1-B, Residential Low Density Single Family
- R-N-B, Residential Neighborhood Business

Future Land Use Designations

LOW DENSITY RESIDENTIAL

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

Density range is between 1 and 8 DU/AC.

Corresponding zone(s):

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



RESIDENTIAL BUSINESS

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

Corresponding zone(s):

- RNB, Residential Neighborhood Business



Zoning Regulations

	R-1-8 (existing)	R-N-B (proposed)
Planning Commission Review Required	Conditional Uses, PUDs, and Subdivisions	Conditional Uses, PUDs, and Subdivisions
Lot Size Requirement	8,000 ft ²	None; (except for single family detached and duplexes, which must comply with the requirements of the R-M-10 zone. Single-family attached must have 10,000 square foot lots)
Structure Height	35' maximum	20' maximum, Planning Commission may allow a height of up to 30'.
Front Yard Setbacks	25' minimum	20' minimum
Rear Yard Setbacks	25' minimum	20' minimum
Side Yard Setbacks	8' minimum, the two must total no less than 20'	8' minimum
Corner Side Yard Setbacks	20' minimum	20' minimum
Parking Requirements	2 off-street spaces	1 stall per 200 square feet of net office area

Staff Recommendations

REQUEST TO AMEND THE MURRAY CITY GENERAL PLAN

Based on the background, analysis, and findings within this report, Staff recommends that the Planning Commission **forward a recommendation of APPROVAL to the City Council for the requested amendment to the Future Land Use Map, re-designating the property located at 97 West Winchester Street from Low Density Residential to Residential Business.**

REQUEST TO AMEND THE MURRAY CITY ZONING MAP

Based on the background, analysis, and findings within this report, Staff recommends that the Planning Commission **forward a recommendation of APPROVAL to the City Council for the requested amendment to the Zoning Map designation of the property located at 97 West Winchester Street from R-1-8, Single-Family Residential to R-N-B, Residential Neighborhood Business, as described in the Staff Report.**



THANK YOU!





MURRAY
CITY COUNCIL

Business Items



MURRAY
CITY COUNCIL

Business Item #1



MURRAY

Police Department

PenLink Interlocal Cooperative Agreement

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: December 6, 2022

Department Director Craig Burnett	Purpose of Proposal Acceptance and Resolution of the Interlocal Cooperation between Salt Lake County DA/Murray City Police
Phone # 801-264-2613	Action Requested
Presenters Craig Burnett	Attachments Resolution and Interlocal Coop Agreement
	Budget Impact Shared Funding and Shared Use - Invoiced Quarterly
Required Time for Presentation 10 Minutes	Description of this Item This agreement with Salt Lake County to work cooperatively and administer law enforcement software. Targeting specific technology that continues to evolve and tracking those crimes.
Is This Time Sensitive No	
Mayor's Approval 	
Date November 15, 2022	Any additional space needed is available on second page.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY, SALT LAKE COUNTY, LAYTON CITY, AND SALT LAKE CITY FOR ADMINISTERING AND MANAGING CERTAIN LAW ENFORCEMENT SOFTWARE SERVICES.

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

WHEREAS, the City, Salt Lake County ("County"), Layton City, and Salt Lake City want to work cooperatively to administer and manage a law enforcement software platform; and

WHEREAS, technology continues to evolve with criminals using technology to elude law enforcement; and

WHEREAS, law enforcement personnel need the tools to access and analyze electronic storage devices and to track and locate people committing crimes; and

WHEREAS, PenLink is a software platform that is used by federal, state and local law enforcement agencies; and

WHEREAS, Penlink combines all of its collection, analysis, and charting tools into one all-inclusive platform which assists law enforcement to collect and analyze electronic communications as authorized by a court; and

WHEREAS, PenLink requires payment of yearly maintenance fees to keep the PenLink's licenses active and useable; and

WHEREAS, use of the licenses requires substantial computer hardware and software and personnel who are trained to access and use PenLink services; and

WHEREAS, the Parties want to have one of the parties manage licenses and pay annual maintenance fees, purchase and maintain necessary computer hardware and software, and employ and train staff to access and use, for the benefit of all parties, PenLink's services; and

WHEREAS, County currently possesses the necessary computer hardware and software and employs trained staff and is otherwise able and willing to become the party that will manage, coordinate, and host PenLink services for the benefit of all Parties; and

WHEREAS, pursuant to the authority granted to the Parties in the Interlocal Cooperation Act, the Parties desire to enter into an agreement for joint and cooperative action and have determined that it is mutually advantageous to enter into the attached Agreement.

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

1. It hereby approves an Agreement, in substantially the form attached, with the County, Layton City, and Salt Lake City for administering and managing PenLink software services.
2. The Interlocal Cooperation Agreement is in the best interest of the City;
and
3. Brett A. Hales, Mayor, is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.

DATED this day of December, 2022.

MURRAY CITY MUNICIPAL COUNCIL

Kat Martinez, Chair

ATTEST:

Brooke Smith, City Recorder

INTERLOCAL COOPERATION AGREEMENT
Between
SALT LAKE COUNTY
the
LAYTON CITY POLICE DEPARTMENT
the
MURRAY CITY POLICE DEPARTMENT
and the
SALT LAKE CITY POLICE DEPARTMENT

(Communications Intercept Program)

This Interlocal Cooperation Agreement is effective the date all required signatures are obtained, and is by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah on behalf of its District Attorney's Office ("County"); the LAYTON CITY POLICE DEPARTMENT, an agency of Layton City; the MURRAY CITY POLICE DEPARTMENT, an agency of Murray City; and the SALT LAKE CITY POLICE DEPARTMENT, an agency of Salt Lake City. The entities may be referred to individually as "Party" or collectively as "Parties."

RECITALS

1. PenLink provides software for use by law enforcement. The software assists agencies in collecting and analyzing electronic communications as authorized by a court.
2. PenLink requires payment of yearly maintenance fees to keep the PenLink's licenses active and useable.
3. Use of the licenses also requires substantial computer hardware and software and personnel who are trained to access and use PenLink services.
4. The Parties desire to have one of the parties manage licenses and pay annual maintenance fees, purchase and maintain necessary computer hardware and software,

and employ and train staff to access and use, for the benefit of all parties, PenLink's services.

5. County currently possesses the necessary computer hardware and software and employs trained staff and is otherwise able and willing to become the party that will manage, coordinate, and host PenLink services for the benefit of all Parties.
6. Pursuant to the authority granted to the Parties in Utah Code Ann. § 11-13-101, *et seq.* (the Interlocal Cooperation Act or "the Act"), the Parties desire to enter into an agreement for joint and cooperative action based on § 11-13-202 of the Act and have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT

I. Scope of Services.

A. The Parties agree that County will act as the host for PenLink services. County will obtain and maintain necessary computer hardware and software and will employ and train personnel to access and use PenLink services as needed by the Parties to conduct electronic surveillance.

B. Each party will transfer any PenLink licenses it currently owns to County. County will then be responsible for the management of those and other PenLink licenses held by County including payment of yearly maintenance fees as further detailed in this Agreement. County will purchase additional licenses as it deems necessary to provide services required under this agreement in the event of increased demand by the Parties.

C. County will purchase and maintain necessary computer hardware and software to properly operate PenLink services and will employ and train personnel to use PenLink services to conduct electronic surveillance as requested by Parties.

D. Parties will contribute funds to County to offset its costs for hosting PenLink services. County will bill the parties for anticipated PenLink costs yearly by October 31st (Annual Invoice). Bills must be paid within thirty days of receipt. Costs include annual license fees and a fee to finance a separate “designated account” to be used when and as needed for computer system repairs or upgrades. Costs for 2021-2022 are included as Attachment A. Costs for expenses related to operating PenLink services such as overhead and personnel costs, will be tracked and billed to each Party, according to that Party’s use, in quarter-hour increments. Current hourly costs are attached as Attachment B, and are subject to adjustment at the beginning of each year to account for inflation, rising overhead costs, etc. Parties will be notified, in writing, of any anticipated cost adjustments. Parties will be invoiced for operating and maintenance costs quarterly and invoices must be paid within thirty days of receipt.

E. If it becomes necessary or desirable for County to purchase and maintain additional or different licenses or other licenses or services related to operating the Communication Intercept Program after submitting an Annual Invoice to any party, County may negotiate with affected parties to cover increased costs.

F. If any Party anticipates that due to budget constraints or otherwise, it will be unable or unwilling to pay requested costs, or if the Party for any other reason terminates its participation in the Communication Intercept Program, it shall immediately provide notice to County. County will suspend the Party from the Communications Intercept Program. Any PenLink licenses owned by the terminating party will be transferred back to that Party. The terminating party will then be responsible for payment directly to PenLink for licensing or any other fees charged by PenLink. A terminating party could also transfer some or all of its licenses to the County for its use subject to the County’s approval. A suspended party may later request reinstatement by contacting County.

Reinstatement will not be unreasonably withheld and may be conditioned upon payment for the purchase of new Penlink licensing for the desired access.

II. Term.

The period of this Agreement shall begin on the date of its execution by all Parties and continue for a period of ten (10) years or until sooner terminated. The Parties agree that there will be no renewal or extension of this Agreement. Any Party may terminate this Agreement upon sixty (60) days' written notice to the other Parties. If a terminating Party possesses any of the Project equipment, that equipment will be delivered to any non-terminating Party for redistribution to the remaining Parties.

III. Notices and Contacts.

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

Salt Lake County Mayor

Jennifer Wilson
Salt Lake County Mayor
2001 South State Street, N-2100
Salt Lake City, Utah 84190

Salt Lake County District Attorney

Sim Gill
Salt Lake County District Attorney
35 East 500 South
Salt Lake City, Utah 84111

Layton City Police Department

Murray City Police Department

Salt Lake City Police Department

IV. Indemnification.

All Utah state agencies are governmental entities under the Utah Governmental Immunity Act (Utah Code Annotated § 63G-7-101, *et seq.*). No Utah governmental entity waives any defenses otherwise available under the Utah Governmental Immunity Act nor does any waive any limits of liability now or hereafter provided by law and shall be liable, if ever, only within the parameters of the Act. It is further 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, officials, or employees.

V. Interlocal Cooperation Act.

A. The Parties agree that no new entity is created by the provisions of this Agreement and no joint governing board is created or required.

B. The Parties agree that this Agreement will be entered into, processed, approved, reviewed by an attorney as to legality, and filed in accordance with the provisions and requirements of the Interlocal Cooperation Act.

VI. Non-Funding Clause.

All Parties intend to request the appropriation of funds to be paid for the services provided under this Agreement. If funds are not available beyond the end of any effective fiscal year of this Agreement, each Parties' obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on the Parties 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

any other Party, its successors, or its assigns, 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 any Party under this Agreement, that Party shall immediately notify the other Parties of said non-funding and the termination of that Party's participation in this Agreement.

VII. Additional Provisions.

The following provisions also are integral to this Agreement:

A. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

B. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

C. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

D. Time. Time is of the essence.

E. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

F. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner

provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

G. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

H. Severability. In the event any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

I. Litigation. If any action, suit or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing Party. Venue shall be the Third District Court, Salt Lake County, State of Utah.

J. Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

K. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

L. Amendments. This Agreement contains the entire Agreement between the Parties and cannot be modified or amended except by written agreement signed by all Parties hereto in compliance with the Act.

IN WITNESS WHEREOF, the Parties cause the Agreement to be executed in separate parts utilizing signature pages prepared by each Party's counsel and submit executed copies to the Salt Lake County District Attorney.

[Remainder of Page Intentionally Blank]

[Signature Page Follows]

Salt Lake County, through the Mayor or her designee, joins in the Interlocal Cooperation Agreement establishing the Communications Intercept Program.

SALT LAKE COUNTY:

By: _____
Mayor Jenny Wilson or Designee

Date: _____

Administrative Approval

By: _____
District Attorney Sim Gill or Designee

Date: _____

Approved as to Form & Legality

By _____
David V. Peña,
Deputy District Attorney

Attachment A

DRAFT

Attachment A

PENLINK Allocation 2022-2023

		15%	
Agency	10/1/2022-9/30/2023	Designated Fund	TOTAL
		-	
Layton City	2,186.04	327.91	2,513.95
Murray City	3,910.88	586.63	4,497.51
Salt Lake City	3,910.87	586.63	4,497.50
TOTALS	10,007.79	1,501.17	11,508.96

Invoice Amount	(10,007.79)
Designated Fund	1,501.17

Attachment B

DRAFT

Attachment B

Legal Investigator

Employee's Hourly Rate				\$	71.97
Non-direct Salary Benefits Costs/Hour				\$	1.17
Operating Cost/Hour (Rent, etc.)				\$	5.67
Support Staff Cost	\$	0.56	1.19	\$	0.67
Admin Factor	\$	81.43	0.120	\$	9.77
Total Support Cost/Hr				\$	17.28

Total/Hour (Legal Investigator Rate +Supp Cost/Hr) \$ **89.24**



Business Item #2



MURRAY


Police Department

School Resource Officer / Cottonwood HS Agreement

Committee of the Whole and Council Meeting

Meeting Date: December 6, 2022

Council Action Request

Department Director Craig Burnett	Purpose of Proposal The Agreement and Resolution for Granite School Dist and MCPD - School Resource Officer.
Phone # 801-264-2613	Action Requested Agreement and acceptance of Resolution
Presenters Craig Burnett	Attachments Resolution and Agreement
	Budget Impact N/A
	Description of this Item
Required Time for Presentation 10 Minutes	
Is This Time Sensitive Yes <input type="checkbox"/>	
Mayor's Approval 	
Date November 22, 2022	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT ("DISTRICT") AND MURRAY CITY ("CITY"), RELATING TO A SCHOOL RESOURCE OFFICER PROVIDED BY THE CITY TO THE DISTRICT

WHEREAS, the City and the District are "public agencies" authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code, to enter into agreements with each other for the joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, as part of a cooperative relationship, the City and the District established a School Resource Officer Program ("Program"); and

WHEREAS, the Program has run successfully since its inception and the City and District desire to continue the Program; and

WHEREAS, the City and District want to formally memorialize what has been up until now an informal agreement and understanding.

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

1. It does hereby approve an Interlocal Cooperation Agreement between the City and the Board of Education of Granite School District in substantially the form attached hereto; and

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

3. Mayor Brett A. Hales is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.

DATED this day of , 2022.

MURRAY CITY MUNICIPAL COUNCIL

Diane Turner, Chair

ATTEST:

Brooke Smith, City Recorder

SCHOOL RESOURCE OFFICER
INTERLOCAL COOPERATION AGREEMENT

THIS SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT (the Agreement”), is made and entered into on the ____ of November, 2022 by and between MURRAY CITY CORPORATION (“City”), a political subdivision of the State of Utah, 5025 South State Street, Murray, Utah, 84107, and the BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT (the “School District”), a political subdivision of the State of Utah, 2500 South State Street, Salt Lake City, Utah 84115.

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code Annotated §11-13-101, *et seq.*, as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action; and

WHEREAS, pursuant to the provisions of the Utah Code Annotated, §53G-8-703, which provides that the School District may contract with a law enforcement agency to provide school resource officer services at the schools pursuant to Board review and approval of this Agreement; and

WHEREAS, the School District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regards to having a School Resource Officer (“SRO”) to maintain safe schools, improve school climate, and support educational opportunities for students while serving at Cottonwood High School; and

WHEREAS, the governing bodies of the School District and City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, this Agreement shall replace and supersede any agreements or memoranda of understanding approved and executed previously, if any, by the School District and City regarding an SRO.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

SECTION ONE

EFFECTIVE DATE AND DURATION

This Agreement shall be deemed effective as of July 1, 2022, and shall continue for a period of five (5) years thereafter, terminating on June 30, 2027, unless sooner terminated as provided herein. Following the initial five-year term, this agreement shall be automatically renewed for

successive one-year periods unless either party requests termination or modification of this agreement. Such a request will be made in writing.

SECTION TWO

ADMINISTRATIVE ENTITY

City and the School District do not contemplate nor intend to establish a separate legal entity under their terms of this Agreement.

SECTION THREE

PURPOSE

This Agreement is established for the purpose of jointly providing for 1 (one) SRO to serve at Cottonwood High School.

SECTION FOUR

MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. City shall budget and be responsible for all payments related to the employment of the SRO. City shall send an invoice to the School District quarterly for payment of the services as agreed in writing between the School District and City, which total cost to the School District is **\$45,000** per year for the initial five-year term of this Agreement. Thereafter, the parties may mutually agree on an annual cost for subsequent years of this Agreement; failing such mutual agreement, this Agreement shall be deemed terminated. The invoices shall be paid within sixty (60) days of receipt by the School District. If this Agreement is terminated during the budget year, City and the School District agree to divide the costs associated with the payment of the services of the SRO as on a pro rata basis depending on the length of the year remaining.

SECTION FIVE

ADMINISTRATOR

Pursuant to Utah Code Annotated, §11-13-101, *et seq.*, the parties agree that City shall act as administrator responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in City or the School District.

SECTION SIX

FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Recorder's Office of City and with the Chief of Granite Police Department ("GPD") and shall remain on file for public inspection during the term of this Agreement.

SECTION SEVEN

DESCRIPTION OF ARRANGEMENT

1. City Obligations and Responsibilities:
 - a. The SRO shall be an employee of City and shall be subject to the administration, supervision and control of City.
 - b. City will ensure that the SRO is a trained and certified law enforcement officer. City and School District shall work together to provide SRO-specific training required under Utah Code Annotated, §53G-8-702.
 - c. City will pay the costs for the police officer to support the SRO services in excess of the amounts due from the School District under Section Four, above. City will furnish uniforms and any equipment that state law requires for provision of the SRO services or that the parties jointly agree is necessary for the provision of the SRO services.
 - d. Scheduling, deployment and supervision of the SRO will be the responsibility of City, taking into account the school year calendar of Cottonwood High School. The hours of SRO availability will be during normal school hours while Cottonwood High School is in session based on the District-approved calendar.
 - e. In the event of an SRO absence, City Chief of Police and GPD Chief will directly collaborate with each other on covering Cottonwood High School with a qualified/trained substitute officer.
 - f. The SRO shall be subject to all personnel policies and practices of City except as such policies or practices may be modified by the terms and conditions of this Agreement.
 - g. City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO; however, the School District and City will jointly discuss SRO assignments.
 - h. As an employee of City, the SRO will be subject to the chain of command of City.
 - i. If the principal of Cottonwood High School is dissatisfied with an SRO who has been assigned to that principal's school, that principal may request that the City Chief of Police assign a different officer as the SRO for that school. Such a request to the City Chief of Police will occur after the principal has met with the SRO's Supervisor to discuss concerns and allow for a reasonable amount of time for the SRO's Supervisor to remediate the issues unless the concerns are of such a nature, in the opinion of the principal, to warrant an immediate replacement. The City Chief of Police shall make every reasonable effort to expeditiously assign a new SRO to that school. City reserves the right to remove/re-assign any SRO after reasonable notification has been given to the School District.

- j. The SRO and the principal, or designee, will jointly complete the SRO training describe in Utah Code Annotated §53G-8-702. Whenever possible, SRO training will occur during non-school hours or on days when school is not in session. The SRO may also be invited to attend additional training with SROs from GPD.
 - k. The City Chief of Police and the School District's Superintendent (the "Superintendent"), or their designees, shall determine the working hours of the SRO supporting the SRO services, taking into account the Cottonwood High School year calendar. The hours of SRO availability will be during normal school hours while Cottonwood High School is in session. Adjustments outside of these regular hours shall be by mutual agreement in writing between that school's principal and City's designee.
 - l. Although the SRO remains a City employee, the SRO is required to be on campus unless performing duties directly related to the SRO services off campus. In such cases, the SRO shall attempt to inform the principal prior to the event, but if prior notice is not possible, the SRO shall report and explain the absence as soon as possible afterward to the principal.
 - m. City shall ensure that the SRO Supervisor maintains communication with the schools' administrators throughout the school year to evaluate the performance of services provided by the SRO.
 - n. City will provide the School District with a "point of contact" to facilitate communications regarding SRO services. City's point of contact for the schools shall be the SRO Supervisor.
 - o. The SRO shall provide immediate assistance to address the criminal conduct of persons other than students.
2. School District Obligations and Responsibilities:
- a. School District shall communicate with the SRO Supervisor regarding removal/reassignment of an SRO.
 - b. In the unlikely event that a situation arises wherein the School District believes that a particular SRO's presence at a school, facility, or event constitutes a direct and immediate threat to the safety and well-being of the School District community, the School District may direct the SRO to leave the premises and not return until the School District has resolved the issue with either the City or the particular SRO.
 - c. The School District shall:
 - i. Provide City with a "point of contact" to facilitate SRO services communications. The School District's point of contact for the schools shall be Chief Randy Potter, Granite Police Department.
 - ii. Provide an office/storage or workspace for the SRO's materials and personal effects.
 - iii. Provide time for school principals or designees and the assigned SRO to attend SRO training.
 - iv. Coordinate response to and differentiate between disciplinary issues and criminal problems. School administrators will handle routine

administrative and school discipline (code of conduct) issues within the school without involving the SRO in an enforcement capacity unless the administrator determines that SRO involvement is necessary to address a threat to the safety of students, staff and/or patrons. School administrators are solely responsible for handling routine administrative and school discipline (code of conduct) issues that do not meet the elements of a crime.

- v. When appropriate, administration shall discuss with the SRO criminal conduct and whether the conduct requires administrative intervention.
- vi. Arrange meetings with the SRO as needed by school administration.
- vii. Invite SRO to school-wide trainings regarding school code of conduct and discipline, de-escalation, Positive Behavioral Interventions and Support (“PBIS”), Multitiered Systems of Supports (“MTSS”) and restorative practices provided to faculty.
- viii. Request SRO assistance immediately to address the criminal conduct of persons other than students.
- ix. Assist with any SRO-initiated investigation as needed.
- x. Provide ongoing feedback to the City designee for SRO evaluation purposes.
- xi. Notify responding SRO when a student involved in an investigation or incident requiring the assistance of the SRO has a disability and/or an Individualized Education Program (“IEP”) or Section 504 Plan, and who therefore may require special treatment or accommodations.
- xii. School principals shall provide access to students when law enforcement officers or DCFS officers are investigating allegations of child abuse subject to School District policies.

3. Mutual Obligations and Responsibilities:

- a. City and School District recognize the importance of ensuring that the SRO work collaboratively with school and district administrators. Therefore, selection of the SRO will be made through a collaborative process involving the City and School District. To be assigned an SRO, a police officer must meet the following requirements:
 - i. The SRO must be a fully certified law enforcement officer.
 - ii. The SRO must possess an even temperament, be trained in de-escalation techniques and procedures, and be able to set a good example for students.
 - iii. The SRO must possess effective communications skills that will enable the officer to function effectively within the students and school staff.
- b. Notwithstanding the foregoing, City shall make the final decision as to the placement of the SRO.
- c. City and School District are jointly responsible for ensuring that the training required under Utah Code Annotated §53G-8-703(g) is provided and completed by the SRO and principal, or designee, before the beginning of each academic year. The training may include:

- i. Childhood and adolescent development and techniques for motivating and otherwise working with youth;
 - ii. Responding age-appropriately to students;
 - iii. Working with students with disabilities;
 - iv. Techniques to de-escalate and resolve conflict;
 - v. Cultural awareness;
 - vi. Implicit bias;
 - vii. Problems of disproportionate minority impact;
 - viii. Restorative justice practices;
 - ix. Responsibilities under the Fourteenth Amendment;
 - x. Identification of students exposed to violence or trauma and making referrals to appropriate resources;
 - xi. Student privacy rights;
 - xii. Negative consequences and stigmatization associated with youth involvement in the juvenile and criminal justice systems;
 - xiii. Strategies to reduce juvenile justice involvement;
 - xiv. The role and distinctions between an SRO and other school staff who help to keep a school secure-;
 - xv. Developing and supporting successful relationships with students; and
 - xvi. Legal parameters of searching and questioning students on school property.
 - d. Should additional training be required by law, ordinances, court orders, or other contractual agreements, City and School District shall jointly ensure that such training is provided and occurs.
 - e. The parties' point of contact shall meet twice each school year to discuss how the SRO services are functioning and any specific needs or concerns of the schools and SRO.
4. Duties of School Resource Officer:
- a. One SRO will be assigned to Cottonwood High School to provide for and maintain a safe, healthy and productive learning environment, act as a positive role model to students, build partnerships, enhance community-policing activities, identify problems within the school, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators, staff, and the District's Risk Management, and work to create a cooperative, proactive, and problem-solving approach between law enforcement and the school.
 - b. The SRO may provide presentations to the school in safety, crime prevention, and bullying.
 - c. The SRO shall provide adequate notice to the SRO's Supervisor and the school principal or designee when absent from work due to illness, training, vacation, or an agency emergency for City to assign a substitute SRO.

- d. The City Police Chief oversees the SRO program and will meet regularly with school principals to identify problems and work toward resolution or problems occurring in the schools.
- e. City and its SRO will work closely with the School District to improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed include substance abuse, violence reduction, social skills, and other areas of district and community concerns.
- f. City and the School District understand the SRO may secure school property per established City Police Department protocols in the event of an emergency situation that requires shelter-in-place or lock-down.
- g. SRO services will include providing outreach to school administrators, parents, students, businesses and the community for stakeholder involvement in problem solving and solutions with the intent of promoting collaboration and relationship building that will benefit the whole community. This collective effort will help City to provide the best public safety services and protection to all citizens and while garnering support for law enforcement.
- h. The SRO shall initiate positive interactions with students in general areas of the school to promote the profession of police officers and be a positive role model.
- i. The SRO will use de-escalation techniques whenever possible in resolving conflict or other potentially volatile situations.
- j. The SRO will be responsible for enforcing the law and is not responsible for handling routine school discipline issues. Infractions of school rules should be handled at the school level. SROs should be available to the school for advice, assistance, and consultation. Absent a threat to an individual or public safety, student conduct that occurs on school property involving public order offenses including disorderly conduct, disturbance/disruption of schools or school activities; loitering; profanity; and fighting that does not involve physical injury or a weapon (as defined in Utah Code §76-1-601(5)), shall be considered school discipline issues to be handled by school administrators. However, if SROs become aware of policy and code violations, SROs can assist administrators by alerting administrators and/or escorting students to the office.
- k. The SRO shall confer with the principal or designated school administrator to resolve issues that constitute minor violation of criminal law, such as Class C Misdemeanors and Infractions.
- l. The SRO will be involved in school discipline if it pertains to preventing a disruption that would, if ignored, place students, faculty, staff, or other individuals at risk of harm.
- m. The SRO will share information with the school's administrators about persons and conditions pertaining to campus safety concerns.
- n. The SRO shall notify parents and school administration as soon as possible upon removing a student from campus.

- o. If a student arrest is warranted at school, in a school vehicle, or at a school event, the SRO shall use only that force that is reasonably necessary and the least disruptive tactics to effectuate the arrest. The SRO will be accompanied by a school principal or vice principal when arresting a student unless emergency circumstances require otherwise for the safety of the student, the SRO, and/or others.
- p. An arrest of a student may occur on school property or at school sponsored activities when:
 - i. The SRO has probable cause to believe that the student has been or is engaged in a crime that:
 - 1. Poses a real or immediate threat of injury to an individual or the public;
 - 2. Causes property damage;
 - 3. Involves the possession or uses of drugs or weapons; or
 - ii. The arrest is necessary to execute a warrant that cannot be effectively executed outside of school hours.
- q. The SRO shall notify parents and the applicable school administrator as soon as possible when students are arrested or ticketed.
- r. The SRO shall question students in a manner and a time when it has the least impact on the student's schooling so long as the delay in questioning does not interfere with the effectiveness of an investigation.
- s. The SRO will emphasize the use of restorative approaches to address negative student behavior.
- t. An SRO may conduct investigatory stops or detentions of students on school property or at school sponsored events when the officer has reasonable suspicion to believe that the student has been, is, or is about to be engaged in the commission of a crime.
- u. In any instance in which it becomes necessary for an SRO and/or a City police officer to detain, question, or search a minor student on school property or at a school sponsored activity, the SRO and/or the City police officer will make reasonable efforts to ensure that a school administrator is present, except in the case of emergency circumstances or investigations into allegations of child abuse.
- v. An SRO or other City police officer may conduct an immediate, warrantless search or seizure under emergency conditions if there is probable cause to belief that delay in getting a warrant would result in the loss of evidence, escape of the suspect, or harm to the police or public. However, the SRO or City officers shall not conduct a search with a school administrator present as a means of avoiding the requirement of articulating probable cause for the search.
- w. An SRO or other City police officer is allowed to enter a School District school, property, or activity when a suspect retreats into the school, property, or activity and there is reasonable fear of escape, destruction of evidence, or injury to the police or public. Entry may also be made where a person's health, welfare or safety is concerned.

- x. Interviews of students by law enforcement personnel about matters unrelated to school should generally be conducted away from school during non-school hours.
 - y. The SRO or City shall provide a biannual report (in January and June) to the School District that documents each of the following incidents of “law enforcement activity,” as defined by Utah Code Annotated §53E-3-516, that involved the SRO and a student (including the identity of students in the report):
 - i. Arrests, including the reason the student was arrested;
 - ii. Search and seizure;
 - iii. Issuance of a criminal citation;
 - iv. Issuance of a ticket or summons;
 - v. Filing a delinquency petition; or
 - vi. Referral to a probation officer.
5. Students Rights:
- a. An SRO may conduct or participate in a search of a student’s person, possessions, or locker only where there is probable cause to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - i. The SRO shall inform school administrators prior to conducting a probable cause search where practicable.
 - ii. The SRO shall not ask school officials to conduct a search in an effort to circumvent students’ rights or protections
 - b. A school official may conduct a search of a student’s person, possessions, or locker where there is a reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either that law or the rules of the school, and the search is justified in scope given such suspicion. Absent a cognizable threat to another student, an employee, or to other individuals, a school official shall not ask an SRO to be present or participate in such a search, although an SRO may be requested to remain in the vicinity and intercede if the search produces evidence of criminal conduct.
 - c. SROs may interrogate minor students about criminal conduct that could expose the child to court-involvement or arrest subject to constitutional rights (*Miranda*) and the requirements and exceptions of Utah Code §78A-6-112.5, including requirements for parents/guardians to be present during interrogations.
 - i. The SRO shall inform school administrators prior to questioning the student where practical.
 - ii. The SRO shall not ask a school official to question a student in an effort to circumvent any constitutional protections or protections under state law.
 - d. If an exigent circumstance or immediate threat exists, a school official or SRO may question a student about criminal conduct or conduct a search of a student’s person and possessions.
 - e. Unduly invasive searches (i.e., strip searches) of students by either school officials or SRO is prohibited.

- f. An SRO shall not use physical force or restraints on a child, including handcuffs, tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat to him/herself or to others.
- 6. Access to Education Records:
 - a. All SROs are designated as "school officials" for the purposes of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §12329 et seq., 34 CFR Part 99, and Utah's Student Privacy and Data Protection Act (SPDPA), Utah Code §53E-9-101 *et seq.* As such, SROs have the right to inspect and copy any public records, including directory information, maintained by the school to the extent allowed by law. Access to student records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §12329 et seq., 34 CFR Part 99, and Utah's Student Privacy and Data Protection Act (SPDPA), Utah Code §53E-9-101 et seq.
 - b. The School District will designate the SRO as a "school official" in accordance with FERPA and SPDPA in order to ensure that the SRO has lawful access to students' schedules, daily attendance, as well as directory information.
 - c. If additional information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO only that information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation; and the extent to which time is of the essence.
 - d. If an SRO needs confidential student record information, but no emergency situation exists, the information may be released only as allowed by law.
 - e. Notwithstanding any of the above, if an SRO or City's law enforcement officer presents a warrant, subpoena, or court order for special educational records or video recordings, those items shall be provided as soon as possible.

SECTION EIGHT

INTERLOCAL AUTHORITY

The Interlocal Act permits local governmental units to efficiently use of their powers by enabling them to provide joint or cooperative law enforcement services between agencies in a manner that will best aid the agencies and the citizens of the agencies served by such cooperative endeavors. In satisfaction of the requirement of the Interlocal Act; and in connection with this Agreement, the Parties agree the Agreement shall be approved pursuant to Utah Code §11-13-202.5 of the Interlocal Act after the Agreement has been reviewed and approved by a duly authorized attorney on behalf of each party. Furthermore, the parties agree and recognizes that no separate legal entity is created by the terms of this Agreement.

SECTION NINE

CONSIDERATION

The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

SECTION TEN

TERMINATION OF THE AGREEMENT

Either party may, at the party's sole discretion, terminate this Agreement at the end of the initial five-year period or at the end of any subsequent one-year renewal period with or without cause. Additionally, the failure of either party to comply with the terms of this Agreement shall constitute a breach of this Agreement. Thereafter, the non-compliance party shall have thirty (30) days after receipt of written notice of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced with ten (10) days after receipt of the notice. Failure to correct the breach of conditions specified in the notice consistent with this timeframe will constitute cause to terminate this Agreement immediately thereafter.

SECTION ELEVEN

RIGHTS AND REMEDIES

In the event of a breach, and after the lapse of the cure period as per Section Ten above, beyond termination of the Agreement, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION TWELVE

GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement, and all right and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Salt Lake County, State of Utah.

SECTION THIRTEEN

COSTS OF ENFORCEMENT

In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover from the breaching party all of the non-breaching party's costs (including, but not limited to, court fees and expert witness costs) and attorneys' fees associated with the enforcement of this Agreement.

SECTION FOURTEEN

NOTICE

Any written notice that must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Chief of GPD at the above address. In the case of City, notice shall be mailed to the attention of the Murray City Chief of Police at the above address. Either party may notify the other to designate a different address for mailing.

SECTION FIFTEEN

APPROPRIATION OF FUNDS

The Parties' obligations under this Agreement are expressly subject to the appropriation of funds by City and/or the School District's Board of Education. Discontinuation of appropriations necessary to perform the obligations of this contract may or may not necessitate termination of this Agreement at the end of the current annual contract cycle at the discretion of the parties.

SECTION SIXTEEN

INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah (the "Immunity Act"), Utah Code Ann. §§63G-7-101 to -904 (2011), as amended. Consistent with the terms of the Immunity Act, it is mutually agreed that each party is responsibly and liable for its own wrongful or negligent acts, which it commits, or which are committed, by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Immunity Act, nor does any party waive any limits of liability now or hereafter provided by law.

SECTION SEVENTEEN

GENERAL PROVISIONS

1. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
2. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.
3. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.
4. Covenants and Conditions. Each provision of this Agreement performable by City and the School District shall be deemed to be both a covenant and a condition.

5. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.
6. Binding Effect. This Agreement shall bind the parties and their respective successors and assigns.
7. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.
8. Time. Time is of the essence of each term, provision, and covenant of this Agreement.
9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
10. Gender and Number. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word “person” means person or persons or other entity or entities or any combination of persons and entities.
11. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.
12. No Partnership, Joint Venture, or Third-Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

[Signature Page to Follow]

IN WITNESS THEREOF, the parties have signed and executed this SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT on the dates listed below:

MURRAY CITY CORPORATION

DATED this _____ day of November 2022

By: _____
Brett A. Hales
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney's Office

BOARD OF EDUCATION OF GRANITE SCHOOL DISTRICT

DATED this _____ day of November, 2022

By: _____
Superintendent

APPROVED AS TO FORM:

By: _____
Granite School District Legal Counsel



MURRAY
CITY COUNCIL


Business Item #3



MURRAY

Council Action Request

Meeting Date:

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

RESOLUTION_____

A RESOLUTION TO ACKNOWLEDGE COMPLETION AND RECEIPT OF THE INDEPENDENT AUDIT FOR FISCAL YEAR 2021-2022 AND DIRECT THAT NOTICE BE PUBLISHED PURSUANT TO SECTION 10-6-152 OF THE UTAH CODE.

WHEREAS, sections 10-6-151, 51-2a-201 and 51-2a-202 of the Utah Code require the City to have, at least annually, an independent audit of its accounts by a certified public accountant; and

WHEREAS, pursuant to section 10-6-152 of the Utah Code, within ten (10) days following receipt of the independent audit, the City is required to publish notice advising the public that the audit is complete and available for inspection; and

WHEREAS, the City retained HBME, LLC, a certified public accountants, to do an independent audit of the City's accounts for fiscal year 2021-2022; and

WHEREAS, HBME has completed the independent audit of the City's accounts for fiscal year 2021-2022; and

WHEREAS, HBME has presented the independent audit to the Mayor and Murray City Municipal Council; and

WHEREAS, the Murray City Municipal Council wants to acknowledge receipt of the completed audit and order that notice be published pursuant to section 10-6-152 of the Utah Code.

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

It hereby acknowledges that the independent audit of the City's accounts for fiscal year 2021-2022 has been completed by HBME and submitted to the Murray City Municipal Council. As required by section 10-6-152 of the Utah Code, the City Recorder is directed to publish notice, advising the public that the independent audit is complete and available for inspection.

PASSED AND APPROVED this 6th day of December, 2022.

MURRAY CITY MUNICIPAL COUNCIL

Diane Turner, Chair

ATTEST:

Brooke Smith, City Recorder



MURRAY
CITY COUNCIL

Business Item #4



MURRAY

Murray City Council

City Council Vice-Chair Election

Council Action Request

Council Meeting

Meeting Date: December 6, 2022

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Diane Turner	Purpose of Proposal Election of City Council Vice-Chair for the remainder of calendar year 2022. Action Requested Nominations and elections. Attachments See duties of each office. Budget Impact No budget impact. Description of this Item A vacancy has occurred in the City Council leadership due to Council member Kat Martinez resigning from her position on the City Council while she was presiding as Council Chair. Due Council Member Martinez resignation, Council Member Turner, who was serving as Vice-Chair of the City Council, automatically becomes the Chair of the City Council. We now need to fill the vacated Vice-Chair position on the City Council for the remainder of 2022.
Required Time for Presentation Is This Time Sensitive Yes Mayor's Approval Date November 21, 2022	

RULES OF THE MURRAY CITY MUNICIPAL COUNCIL MURRAY CITY CORPORATION

Adopted January 5, 1982. Re-adopted February 23, 1988. Amended April 26, 1988. Amended August 23, 1988. Amended April 25, 1989. Amended July 11, 1989. Amended December 12, 1989. Amended January 28, 1992. Amended January 25, 1994. Amended August 23, 1994. Amended July 11, 1995. Amended March 10, 1998. Amended June 9, 1998. Amended September 21, 1998. Amended January 4, 2000. Amended January 16, 2001. Amended May 15, 2001. Amended January 8, 2002. Amended April 29, 2003. Amended November 13, 2007. Amended October 7, 2008, October 20, 2009. Amended November 17, 2009, September 3, 2013, amended February 14, 2017, amended March 20, 2018, amended August 27, 2019, amended October 15, 2019, amended July 5, 2022.

I. INTRODUCTION

A. Function of Rules. These Rules shall be the governing procedures of the Murray City Municipal Council, hereafter referred to as the "Council".

B. Adoption. The Council shall adopt these Rules in a regular Council meeting.

C. Amendment. Any member of the Council may propose amendments to these Rules. Amendments shall be submitted in writing to Council members. Amendments shall be approved by a two-thirds vote of the entire Council in a regular Council Meeting.

D. Suspension. The Council may suspend the Rules by a two-thirds vote of Council members present.

II. ORGANIZATION

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

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

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

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

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

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

vacancy announcement.

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

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

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

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

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

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

I. Absences. Council Members shall forfeit any leadership position by failing to attend four consecutive regular meetings of the Council (not including Work Sessions) without being excused by the Council. Members of the Council may ask to be excused by following the procedure described in this paragraph. The member shall contact the Council Chair (and if the Chair seeks an excused absence, the Vice-Chair) prior to the meeting and state the reason for the inability to attend the meeting. If the member is unable to contact the Chair, the member shall contact the Vice-Chair or the Executive Director, who shall convey the message to the Chair. Following the call to order, the Chair (or councilmember conducting) shall inform the Council of the member's absence, state the reason for such absence, and inquire if there is a motion to excuse the member. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and appropriate notations in the minutes.

III. MEETINGS

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

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



Council Leadership—At the first Council meeting of each year, the Council elects leadership positions for the calendar year as an action item on the Council Meeting agenda. Nominations will be taken by the Council Member conducting. Once nominations are concluded for each office, voting will be by roll call or ballot. Elections take effect immediately after the vote is finalized.

A. **Council Chair**—Council Members may not serve more than two consecutive calendar years as Chair.

1. Presides at all Council meetings, except upon delegating or sharing limited conducting responsibilities with the other four Council Members. The presiding officer at Council Meetings shall be rotated monthly among Council Members according to district.
2. Moves Council Initiatives and projects forward to completion.
3. Sets Council meeting agendas.
4. Signs all ordinances, resolutions and other official documents on behalf of the Council.
5. Communicates official position statements that have been approved by the Council and is spokesperson to the media, public, official publications.
6. Liaison to the Mayor on Council's behalf.
7. Disseminates information from the Mayor.
8. Conducts Committee of the Whole and Workshop meetings.
9. Supervises Council staff as detailed in the Council Rules.

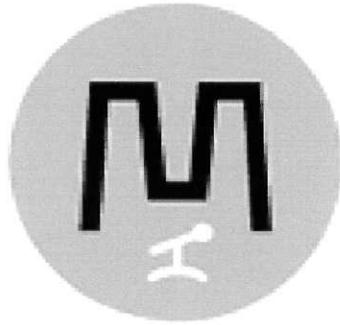
B. **Council Vice-Chair**—Elected for one calendar year.

1. Presiding Officer in the temporary absence of the Chair.
2. In the event the Chair is incapacitated due to illness or otherwise unable to attend Council meetings, Vice- Chair shall sign ordinances, resolutions and other official correspondence.

C. **Budget and Finance Committee Chair**—Council Members may not serve more than two consecutive calendar years as Budget and Finance Committee Chair.

1. Presiding officer of the Budget and Finance Committee meetings.
2. Approves the agenda for Budget and Finance Committee meetings.
3. Coordinates the review and recommendations for annual budget meetings, and financial reports.
4. May serve on the Capital Improvement Program Committee.
5. Serves on the Audit Committee.
6. Other responsibilities relating to budget and finance.

D. **Budget and Finance Vice-Chair**—Serves in the absence of the Budget and Finance Committee Chair.



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment