



MURRAY
CITY COUNCIL

Council Meeting January 17, 2023



Murray City Municipal Council

Notice of Meeting

January 17, 2023

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

Meeting Agenda

2:15 p.m. **Committee of the Whole** – Conference Room #107
Council Chair conducting

Approval of Minutes

None scheduled.

Discussion Items

1. Discussion on Net Metering Policy and Supply Cost Adjustment. – Blaine Haacke and Matt Youngs (60 minutes)
2. Discussion on an ordinance amending Section 17.78.050 of the Murray City Municipal Code relating to the minimum area required for detached Accessory Dwelling Units. – Susan Nixon and Jared Hall presenting (30 minutes)
3. Discussion on a resolution accepting a grant award from the Department of Public Safety for the State of Utah and authorizing the execution of a Memorandum of Understanding between the City and the Department of Public Safety for the State of Utah relating to first responder mental health services. – Craig Burnett (10 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
Pam Cotter conducting.

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

Council Meeting – December 6, 2022
Special Council Meeting – December 12, 2022

Special Recognition

1. Murray City Employee of the Month, Omar Limon, Senior Recreation Center Chef – Pam Cotter and Kim Sorensen 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 amending the city's Fiscal Year 2022-2023 budget. Brenda Moore presenting.

Business Items

1. Consider a resolution accepting a grant award from the Department of Public Safety for the State of Utah and authorizing the execution of a Memorandum of Understanding between the City and the Department of Public Safety for the State of Utah relating to first responder mental health services. Craig Burnett presenting.
2. Consider a resolution authorizing the execution of a Memorandum of Understanding between Unified Fire Authority and Murray City relating to reimbursement of overtime or backfill costs incurred by Murray City Fire Department personnel to maintain capability to respond to hazardous materials and other serious incidents. Steve Olson presenting.
3. Consider a resolution approving an Interlocal Cooperation Agreement between the City and Murray City School District ("District") relating to music education and instruction. Doug Hill 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, January 13, 2023, 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 that reads "Jennifer Kennedy". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole



Discussion Items



MURRAY
CITY COUNCIL

Discussion Item #1



MURRAY

Power Department


Discussion of Net Metering Policy and Supply Cost Adjustment

Council Action Request

Committee of the Whole



Meeting Date: January 17, 2023

Department Director Blaine Haacke Phone # 801-264-2715 Presenters Blaine Haacke Matt Youngs	Purpose of Proposal Discussion of Net Metering Policy and Supply Cost Adjustment (SCA) Action Requested Discussion Item Only Attachments #1. Solar Presentation Exec Summary 2022 #2. Schedule 30 (SCA) Rate Budget Impact None Description of this Item The Power Department will discuss two separate and distinct items in the Committee of the Whole Meeting. The first item will be a department review of the status of solar panel installations throughout our service territory as well as discuss the City's solar net metering rate. The net metering rate is referred to as Schedule 35 and is publicly posted. It has been several years since we have revisited the rate and as more photovoltaic panels are installed on rooftops in Murray City, the Department sees the need to re-visit the subject. It is our intent, as staff, to return to a Municipal Council meeting in the near future, with a rate adjustment proposal. For now, we want to familiarize the Council members with this issue and to garner feedback and input before proposing changes and modifications. Matt Youngs will lead this discussion.
Required Time for Presentation 60 Minutes Is This Time Sensitive No Mayor's Approval  Date December 29, 2022	

Continued from Page 1:

The second item of discussion, led by Blaine Haacke, is regarding another type of power rate, a supplemental rate, that is rarely exercised but is nevertheless adopted in the City's rate base. The Supply Cost Adjustment (SCA) is designed to assist the department 'weather' larger than expected resource costs. The SCA, which was adopted at least 15 years ago, has been used sparingly and only when the City's power costs amassed larger than expected monthly or seasonal power costs. The SCA is designed to recoup some of those power plant costs as prices spike and reach larger than expected levels. Subsequent monthly customer billing charges are used to replenish the Resource fund during these times. The SCA is very common in the utility industry and is widely used by Investor Owned Utilities as well as municipal systems, like ours. In the Committee of the Whole meeting, staff will explain the Schedule 30 rate, review the history of that rate within Murray and will then explain the process to modify or adjust that rate.

Each of the above items will refer to two attached items within the Council packet. The first submittal is a one-page summary offering a definition of Net Metering. And the second attachment is a copy of the Electric Service Schedule 30 (SCA) rate that Murray presently has.

Net Metering is a billing mechanism that credits solar energy system owners for the electricity they add to the electric grid. Electricity produced by a customer's solar energy system will first be used by the customer to meet their energy needs. If more electricity is generated than needed, the electricity is exported to the grid. If the solar energy system does not produce enough electricity to meet the customer's energy needs, electricity is used from the grid. A special net meter keeps track of the electricity that flows to and from the customer's residence.

- Murray Net Metering Policy went into effect: July 2006
- Commercial Customers: 11
- Residential Customers: 251
- Installed Capacity: 1.6 MW
- Average System Size: 6.1 kW



Murray provides customers with a 1:1 credit (retail rate avg. \$0.09) for excess electricity received from a customer's solar energy system. Most utilities have moved to crediting at a reduced rate. Rocky Mountain Power credits customers at about 6 cents/kWh (roughly half their retail rate).

Most solar energy systems will produce more electricity than a customer needs during the day in the summer months, and less during the winter. Because of this, it is common for customers to carry energy credits into the winter months; but these are typically used up by spring time. To incentivize the installation of solar energy systems that match a customer's energy needs, most utilities reset these energy credits in the springtime. Murray resets these credits in April. However, it is very rare for a customer to have energy credits in the spring, due to weather-related decrease in solar generation and shorter days.



MURRAY
CITY
POWER



Electric Service Schedule 30

Supply Cost Adjustment (SCA)

PURPOSE:

The purpose of this section is to enable the city to recover the actual costs incurred in generating and purchasing electric power for use by its customers. The SCA amount is determined by comparing the city's actual monthly power supply costs to an established base cost. If power supply costs significantly exceed projections, a surcharge will be applied on the customer's applicable monthly bill, subject to limitations imposed by the special conditions set forth in subsection D of this section.

- 1) The SCA is capped at \$0.005/kWh for an individual customer in any single month;
- 2) The total recoverable amount during a single fiscal year cannot exceed two percent (2%) of the power department's total budgeted revenue;
- 3) The minimum recoverable amount in any given month in order to activate an actual SCA collection from the customers is fifty thousand dollars (\$50,000.00);
- 4) If the SCA is collected from customers for six (6) consecutive months, then the city council will review the SCA and other applicable rates; and
- 5) Mayoral approval and notifying the city council is required prior to implementing an SCA collection from the customers.

APPLICABILITY:

The SCA is applicable to electric service furnished under all rate schedules incorporating this Electric Service Schedule 30 - Supply Cost Adjustment.

SCA FORMULA AND DEFINITIONS:

The formula for the SCA shall be as follows:

$$SCA = \frac{(S-B) \times I + C}{P}$$

Where:

- a. SCA = Supply cost adjustment surcharge, expressed in \$/kWh, to the nearest \$0.00001, and applied to all kWh sales to retail customers of the city for the applicable retail billing month.

(continued)



Electric Service Schedule 30 - Continued

- b. S = Actual system cost of supply, expressed in \$/kWh, the core costs for all purchased and self-generated power for the applicable wholesale power procurement month, divided by the total system input energy.
- c. B = Base cost of supply, the projected core cost per kWh of purchased and self-generated power and energy, currently established at \$0.04500/kWh.
- d. I = Total system input energy, expressed in kWh, the energy produced or purchased in association with the applicable wholesale power procurement month, multiplied by a line loss adjustment factor of 1.043 for system distribution and transmission line energy losses.
- e. C = Carried forward amount, the dollar amount carried forward from previous months, either positive or negative, due to circumstances defined below in special conditions.
- f. P = Projected energy sales, expressed in kWh, as determined by trending analysis for growth and seasonality, for the applicable retail billing month.

SPECIAL CONDITIONS:

- 1. The SCA surcharge shall be capped at \$0.005/kWh in any one month with the remaining recoverable portion carried forward into succeeding months.
- 2. The minimum recoverable amount in any given month will be fifty thousand dollars (\$50,000.00). Uncollected, but recoverable, amounts under fifty thousand dollars (\$50,000.00) will be carried forward into future months' SCA analyses and calculations.
- 3. Monthly SCA calculations may result in recoverable amounts not collected due to limitations detailed in this section. These uncollected amounts shall be tracked in an SCA "bank" as a debit. Monthly SCA calculations may also result in a negative amount, in which case it will be added to the "bank" as a credit. The net amount in the "bank" becomes the carried forward amount and is applied to future months' SCA calculations, except as outlined in subsection D4 of this section.
- 4. In order to maintain accounting alignment with each fiscal year, at the end of the August retail customer billing period each year, but prior to the September SCA analysis and calculations, any credits that have been accrued by the "bank" will be zeroed out. Any remaining recoverable debits, which represent actual costs incurred, will be carried forward and be subject to the same recovery process as detailed throughout this section.
- 5. The total recoverable amount during a single fiscal year will not exceed two percent (2%) of the power department's total budgeted revenue, unless approved by the Murray City municipal council.
- 6. Before an SCA surcharge is implemented, the city power department general manager or designee shall notify and receive approval from the mayor of the amount of the SCA surcharge and shall provide written notification to the Murray City municipal council of the amount of the surcharge.
- 7. If an SCA surcharge is collected from the customers pursuant to this section for six (6) consecutive months, the Murray City municipal council shall review, in a duly agendad meeting, the reasons for the surcharges and consider the need to amend or modify electric service schedule 30 and/or other electric service schedules.



MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY


Community & Economic Development

Consider a Text Amendment for Detached Accessory Dwelling Units

Council Action Request

Committee of the Whole

Meeting Date: January 17, 2023

Department Director Jared Hall Phone # 801-270-2427 Presenters Susan Nixon Jared Hall Required Time for Presentation 30 Minutes Is This Time Sensitive No Mayor's Approval  Date December 30, 2022	Purpose of Proposal Review an amendment to Sect 17.78.050.J. reducing the minimum area requirement for detached units to 10,000 sqft. Action Requested Approval of Text Amendment to reduce the minimum area for Detached Accessory Dwelling Units . Attachments Presentation Slides Budget Impact None. Description of this Item This request from Peggy Imai is for a Text Amendment to Section 17.78.050.J to reduce the minimum area requirement for Detached Accessory Dwelling Units from 12, 000 sq.ft. to 10,000 sqft.
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Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 7th day of February 2023, 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 a text amendment to section 17.78.050, of the Murray City Municipal Code relating to detached accessory dwelling units.

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

DATED this 20th day of December 2023.



MURRAY CITY CORPORATION

A handwritten signature in black ink, appearing to read "B. Smith", written over a horizontal line.

Brooke Smith
City Recorder

DATE OF PUBLICATION: January 27, 2023
PH23-02

Mailed to affected entities - UCA §10-9a-205(2)(a)
Posted on City Website – UCA §10-9a-205(2)(b)(ii)
Posted on the Utah Public Notice Website – UCA §10-9a-205(2)(c)(i)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17.78.050 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO THE MINIMUM AREA REQUIRED FOR DETACHED ACCESSORY DWELLING UNITS.
(Applicant: Peggy Imai)

Now, therefore, be it ordained by the Murray City Municipal Council as follows:

Section 1. Purpose. The purpose of this ordinance is to amend Section 17.78.050 of the Murray City Municipal Code relating to the minimum area required for detached accessory dwelling units.

Section 2. Amendment. Section 17.78.050 of the Murray City Municipal Code relating to the minimum area required for detached accessory dwelling units is hereby amended to read as follows:

17.78.050: DETACHED ACCESSORY DWELLING DEVELOPMENT STANDARDS:

A. The property owner, which shall include titleholders and contract purchasers, must occupy either the principal unit or the ADU, but not both, as their permanent residence and at no time receive rent for the owner occupied unit. Application for an ADU shall include evidence of owner occupancy as provided in section [17.78.020](#) of this chapter.

B. Only one ADU may be created per lot or property.

C. ADUs are allowed on properties that are zoned to allow single-family dwellings as a permitted use.

D. The ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes.

E. Installing separate utility meters for the ADU is prohibited.

F. A separate entrance to the ADU shall not be allowed on the front or corner lot side yard. Any separate entrance shall be located to the side or rear of the principal residence.

G. The total area of the ADU shall be less than forty percent (40%) of the square footage of the primary residence and in no case shall exceed one thousand (1,000) square feet.

H. Detached ADUs shall not contain more than two (2) bedrooms.

I. In addition to the parking required for the primary unit, two (2) additional off street parking spaces shall be provided. In no case shall fewer than four (4) total off street parking spaces be provided. Any additional occupant vehicles shall be parked on site. On street parking shall be reserved for visitors only.

J. The minimum lot size required for construction of a detached ADU in all single-family residential zones shall be ~~twelve thousand (12,000)~~ [ten thousand \(10,000\)](#) square feet.

K. Detached ADUs shall not be located in a front or corner lot side yard and shall meet the same setbacks as required for the primary residence in the zone.

L. Any detached ADU located in a required side yard must comply with the setbacks for the principal residence, and shall have adequate facilities for all discharge from roof and other drainage.

M. Construction of a detached ADU shall not exceed the allowable lot or rear yard coverage standard for the underlying zone or encroach into the required setbacks.

N. Detached ADUs shall be compatible with the exterior color and materials of the principal dwelling.

O. The maximum height for detached ADUs is limited to one story and to twenty feet (20') or the height of the principal structure, whichever is less.

P. The total floor area of a detached structure containing an ADU shall not exceed one thousand (1,000) square feet.

Q. Conversion of existing accessory buildings (such as detached garages) may only occur where the existing accessory building meets the setback requirements for a primary residence in the zone and meets the applicable building code. (Ord. 21-25)

Section 3. Effective Date. The Ordinance shall take effect upon first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this ____ day of ____, 2023.

MURRAY CITY MUNICIPAL COUNCIL

_____, Chair

ATTEST:

Brooke Smith, City Recorder

Transmitted to the Office of the Mayor of Murray City on this ____ day of _____, 2023.

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2023.

Brett A. Hales, Mayor

ATTEST:

Brooke Smith, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance was passed on the ____ day of _____, 2023.

Brooke Smith, City Recorder

LAND USE ORDINANCE TEXT AMENDMENT - Section 17.78.050.J Detached ADU's

Mr. Smallwood presented (on behalf of Susan Nixon). Peggy Imai is requesting an update to Chapter 17.78.050(J), changing the minimum lot area of 12, 000 square feet (.275 acre) to 10,000 square feet (.23 acre) required for Detached Accessory Dwelling Units. Section 17.78.050(J) states: "*The minimum lot size required for construction of a detached ADU in all single-family residential zones shall be twelve thousand (12,000) square feet.*" The request is to reduce the minimum area required from 12,000 square feet to 10,000 square feet. Staff has been considering other amendments for detached ADUs such as setbacks and maximum square footage for a detached ADU but has not fully researched these other changes and any potential impacts. Therefore, staff is not recommending other changes at this time.

The proposed request will potentially allow more property owners the ability to have detached ADU's. The Planning Division does not anticipate adverse impacts to the community as a result of the proposed change. The proposed amended ordinance will continue to regulate accessory dwelling units and potentially allow additional properties the ability to have a detached dwelling unit.

Based on the background, staff review, and the findings in this report, Staff recommends that the Planning Commission forward a recommendation of approval to the City Council for the request to amend the text of Chapter 17.78.050(J), Detached Accessory Dwelling Units, to state: *The minimum lot size required for construction of a detached ADU in all single-family residential zones shall be ten thousand (10,000) square feet.*

Ms. Imai stated she recently purchased the property at 451 East Vine Street and would like to build a single-family dwelling with detached accessory dwelling unit. Her property is just shy of the 12,000 sq.ft. minimum area requirement.

Mr. Pehrson opened for public comment. None came forward. The public comment for this item was closed.

Ms. Patterson made the motion to send a positive recommendation to the city council for the Land Use Text Amendment to Section 17.78.050.J. reducing the minimum area requirement for detached accessory dwelling units from 12,000 sq.ft. to 10,000 sq.ft. Seconded by Mr. Richards.

Roll call vote:

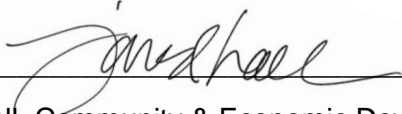
A Milkavich
A Pehrson
A Nay
A Patterson
A Hacker
A Richards

Motion Passes 6-0

OTHER BUSINESS

December 1st meeting is canceled. Mr. Hall mentioned two new hires. New planner Mustafa Al Janabi and Economic Development Specialist Abigail Jacobsen.

Mr. Hacker moved to adjourn tonight's meeting at 8:37 p.m. Seconded by Mr. Nay. A voice vote was made, motion passed 6-0.

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 # 7 - Amendment for Detached ADU

ITEM TYPE:	Text Amendment		
ADDRESS:	City Wide	MEETING DATE:	November 17, 2022
APPLICANT:	Peggy Imai	STAFF:	Susan Nixon, Senior Planner
PARCEL ID:	Not Applicable	PROJECT NUMBER:	22-158
PROPOSED AMENDMENT	Chapter 17.78.050, Detached Accessory Dwelling Unit minimum area requirement		
REQUEST:	Peggy Imai is requesting an update to Chapter 17.78.050(J), changing the minimum lot area of 12, 000 square feet (.275 acre) to 10,000 square feet (.23 acre) required for Detached Accessory Dwelling Units.		

I. BACKGROUND & STAFF REVIEW

Background

Peggy Imai is the applicant, and property owner at 451 East Vine Street. The property is a vacant residential lot located within an R-1-8 Zone. The property is 11,325± ft² (.26 acre). Ms. Imai would like to construct a single-family dwelling on the property with a detached ADU to the rear to allow for a tenant/caretaker. While Ms. Imai is making the request to support her intentions for her property, it is important to remember that the request would be in effect **city-wide** for all residentially zoned properties and not specific to Ms. Imai's property.

ADUs have increased in popularity as a way to combat rising housing costs across the valley. Providing opportunities for additional affordable housing is paramount and occasional modifications to the land use code may be necessary.

Murray City adopted an Accessory Dwelling Unit Ordinance in September of 2009. Section 17.78, Accessory Dwelling Units, allows for ADUs in single family residential zones as a permitted use. The code was modified in 2021 to meet the Utah Legislature's modified regulations (HB82) mandating that Internal ADUs be allowed as a permitted use in primarily residential zones. That change prohibited limiting the size and number of bedrooms that an Internal ADU may have. Regulations for detached ADUs were not modified at that time. Since the adoption of the ordinance Murray City has approved eighty-three (83) ADUs.

Proposed Changes

Section 17.78.050(J) states: "*The minimum lot size required for construction of a detached ADU in all single-family residential zones shall be twelve thousand (12,000) square feet.*"

The request is to reduce the minimum area required from 12, 000 square feet to 10,000 square feet.

Staff has been considering other amendments for detached ADUs such as setbacks and maximum square footage for a detached ADU but has not fully researched these other changes and any potential impacts. Therefore, staff is not recommending other changes at this time.

Definitions:

An attached/internal ADU is located within or attached to the main single-family dwelling. A detached ADU is completely separated from the main dwelling on the lot much in the same way a detached garage or shed are allowed.

Continuing ADU regulations:

The proposed ordinance will still require owner-occupancy, one utility meter, and conformance with building and fire codes. Detached ADUs are still required to be on one floor (not above a garage) and must meet the same setbacks as the main dwelling (25 feet front yard, 25 feet rear yard).

ADU's do not allow for short term rentals and are not permitted by code. State regulations allow cities to require a permit before operating an ADU. Murray City code requires a rental license for any ADU's that are being rented out. The Planning Division reviews new attached ADU permit applications at the staff level. Detached ADU's still require Planning Commission approval. These approval processes are required prior to application for a building permit to construct an ADU. Additionally, the requirement for signatures on affidavits confirming that the homeowner will be living on site, and that they will not operate the ADU as a short-term rental

Section 17.78.050, specific requirements for Detached Accessory Dwelling Unit:

A. The property owner, which shall include titleholders and contract purchasers, must occupy either the principal unit or the ADU, but not both, as their permanent residence and at no time receive rent for the owner-occupied unit. Application for an ADU shall include evidence of owner occupancy as provided in section [17.78.020](#) of this chapter.

B. Only one ADU may be created per lot or property.

C. ADUs are allowed on properties that are zoned to allow single-family dwellings as a permitted use.

D. The ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes.

- E. Installing separate utility meters for the ADU is prohibited.
- F. A separate entrance to the ADU shall not be allowed on the front or corner lot side yard. Any separate entrance shall be located to the side or rear of the principal residence.
- G. The total area of the ADU shall be less than forty percent (40%) of the square footage of the primary residence and in no case shall exceed one thousand (1,000) square feet.
- H. Detached ADUs shall not contain more than two (2) bedrooms.
- I. In addition to the parking required for the primary unit, two (2) additional off street parking spaces shall be provided. In no case shall fewer than four (4) total off street parking spaces be provided. Any additional occupant vehicles shall be parked on site. On street parking shall be reserved for visitors only.
- J. The minimum lot size required for construction of a detached ADU in all single-family residential zones shall be ~~twelve thousand (12,000)~~ ten thousand (10,000) square feet.
- K. Detached ADUs shall not be located in a front or corner lot side yard and shall meet the same setbacks as required for the primary residence in the zone.
- L. Any detached ADU located in a required side yard must comply with the setbacks for the principal residence and shall have adequate facilities for all discharge from roof and other drainage.
- M. Construction of a detached ADU shall not exceed the allowable lot or rear yard coverage standard for the underlying zone or encroach into the required setbacks.
- N. Detached ADUs shall be compatible with the exterior color and materials of the principal dwelling.
- O. The maximum height for detached ADUs is limited to one story and to twenty feet (20') or the height of the principal structure, whichever is less.
- P. The total floor area of a detached structure containing an ADU shall not exceed one thousand (1,000) square feet.
- Q. Conversion of existing accessory buildings (such as detached garages) may only occur where the existing accessory building meets the setback requirements for a primary residence in the zone and meets the applicable building code. (Ord. 21-25)

Summary

The proposed request will potentially allow more property owners the ability to have detached ADU's. The Planning Division does not anticipate adverse impacts to the community as a result of the proposed change. The proposed amended ordinance will continue to regulate accessory dwelling units and potentially allow additional properties the ability to have a detached dwelling unit.

II. CITY DEPARTMENT REVIEW

The proposed ordinance was made available for review by City Staff from various departments on October 31, 2022. No issues or comments were received.

III. PUBLIC COMMENTS

Notice of the public hearing for the requested text amendment was sent to affected entities and posted on the State's public notice website. No comments have been received as of the writing of the Staff Report.

IV. FINDINGS

1. The proposed text amendment furthers objective 9 of the Land Use and Urban Design Element of the General Plan to “provide a mix of housing options and residential zones to meet a diverse range of needs related to lifestyle and demographics, including age, household size, and income” by making the process to construct and operate an ADU easier.
2. The proposed changes are in harmony with objective 11 of the Land Use and Urban Design Element to “stimulate reinvestment in deteriorating areas of the city to support growth and enhance the image of the community” by reducing the minimum area requirement from 12,000 square feet to 10,000 square feet for a detached ADU.
3. Staff finds that objective 3 of the Neighborhoods & Housing Element that states “encourage housing options for a variety of age, family size and financial levels” supports the proposed changes. This allows additional residents that own a home that may be struggling to pay their mortgage or have a family member, friend or caretaker to reside on the same property.
4. Objective 1 of the Moderate-Income Housing Element states “ensure housing affordability targets are achievable using a range of strategies”. One of the strategies in this objective states to continue to support ADUs in all residential zones. Staff finds that the proposed change will further this objective by making it easier to construct and operate a detached ADU.

V. STAFF RECOMMENDATION

Based on the background, staff review, and the findings in this report, Staff recommends that the Planning Commission **forward a recommendation of APPROVAL to the City Council for the request to amend the text of Chapter 17.78.050(J), Detached Accessory Dwelling Units, to state: The minimum lot size required for construction of a detached ADU in all single-family residential zones shall be ten thousand (10,000) square feet.**

17.78.050: DETACHED ACCESSORY DWELLING DEVELOPMENT STANDARDS:

A. The property owner, which shall include titleholders and contract purchasers, must occupy either the principal unit or the ADU, but not both, as their permanent residence and at no time receive rent for the owner occupied unit. Application for an ADU shall include evidence of owner occupancy as provided in section 17.78.020 of this chapter.

B. Only one ADU may be created per lot or property.

C. ADUs are allowed on properties that are zoned to allow single-family dwellings as a permitted use.

D. The ADU shall conform to all applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes.

E. Installing separate utility meters for the ADU is prohibited.

F. A separate entrance to the ADU shall not be allowed on the front or corner lot side yard. Any separate entrance shall be located to the side or rear of the principal residence.

G. The total area of the ADU shall be less than forty percent (40%) of the square footage of the primary residence and in no case shall exceed one thousand (1,000) square feet.

H. Detached ADUs shall not contain more than two (2) bedrooms.

I. In addition to the parking required for the primary unit, two (2) additional off street parking spaces shall be provided. In no case shall fewer than four (4) total off street parking spaces be provided. Any additional occupant vehicles shall be parked on site. On street parking shall be reserved for visitors only.

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K. Detached ADUs shall not be located in a front or corner lot side yard and shall meet the same setbacks as required for the primary residence in the zone.

L. Any detached ADU located in a required side yard must comply with the setbacks for the principal residence, and shall have adequate facilities for all discharge from roof and other drainage.

M. Construction of a detached ADU shall not exceed the allowable lot or rear yard coverage standard for the underlying zone or encroach into the required setbacks.

N. Detached ADUs shall be compatible with the exterior color and materials of the principal dwelling.

O. The maximum height for detached ADUs is limited to one story and to twenty feet (20') or the height of the principal structure, whichever is less.

P. The total floor area of a detached structure containing an ADU shall not exceed one thousand (1,000) square feet.

Q. Conversion of existing accessory buildings (such as detached garages) may only occur where the existing accessory building meets the setback requirements for a primary residence in the zone and meets the applicable building code. (Ord. 21-25)



NOTICE OF PUBLIC HEARING

November 17, 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:

A request to amend Murray City Code Chapter 17.78., Modifications to Detached Accessory Dwelling Units.

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.

If you have questions or comments concerning this proposal, please contact the Murray City Planning Division at 801-270-2430, or e-mail planning@murray.utah.gov.

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: 451 EAST VINE STREET

Parcel Identification (Sidwell) Number: _____

Parcel Area: _____ Current Use: _____

Existing Zone: _____ Proposed Zone: _____

Applicant

Name: PEGGY IMAI

Mailing Address: 443 E. VINE ST.

City, State, ZIP: MURRAY, UTAH 84107

Daytime Phone #: 415-317-5488 Fax #: _____

Email address: PIMAI@SBCGLOBAL.NET

Business or Project Name : _____

Property Owner's Name (If different): _____

Property Owner's Mailing Address: 443 E VINE ST.

City, State, Zip: MURRAY, UTAH 84107

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

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

AMMEND: 17-78-050-J

"THE MINIMUM LOT SIZE REQUIRED FOR CONSTRUCTION OF A DETACHED

A.D.U. IN ALL SINGLE-FAMILY RESIDENTIAL ZONES SHALL BE TEN

THOUSAND (10,000) SQUARE FEET" TO PROVIDE QUARTERS FOR CAREGIVER.

Authorized Signature: Peggy Imai Date: 10-27-22

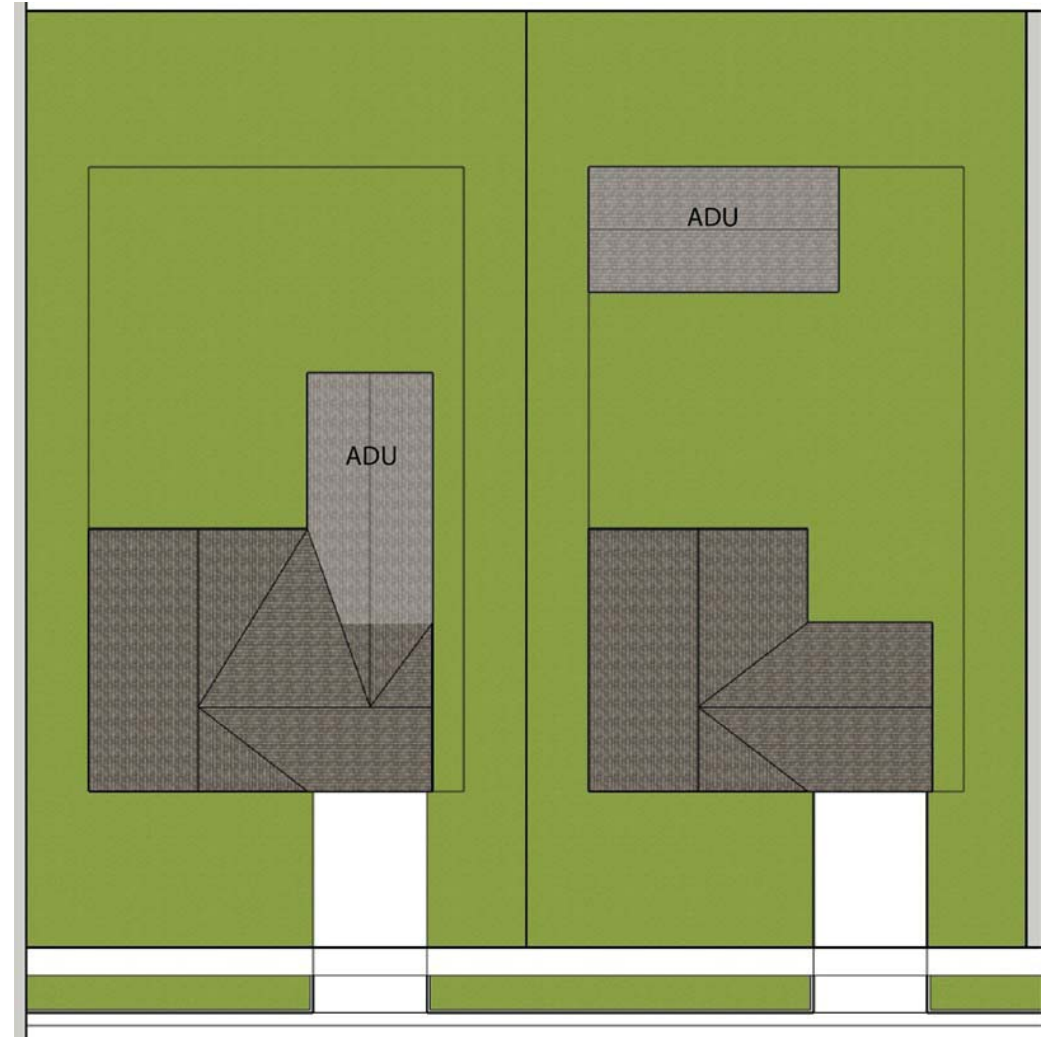
Types of ADUs

Attached (left)

- A part of the main dwelling; basement, addition, etc.

Detached (right)

- Wholly separated from the existing dwelling



Detached ADUs

- Current requirements
 - 12,000 sq ft lot required
 - 1,000 sq ft or 40% of main dwelling
 - No more than 2 bedrooms
 - Two additional off-street parking spaces
- Proposed requirements
 - 10,000 sq ft lot required
 - 1,000 sq ft or 40% of main dwelling
 - No more than 2 bedrooms
 - Two additional off-street parking spaces



RECOMMENDATION

The Planning Commission and staff recommends that the City Council APPROVE the requested amendment to Chapter 17.78.050.J, Detached Accessory Dwelling Units, to state:

The minimum lot size required for construction of a detached ADU in all single-family residential zones shall be ten thousand (10,000) square feet.



Discussion Item #3



MURRAY


Police Department

First Responder Wellness Grant Funding and MOU Acceptance

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: January 17, 2023

Department Director Craig Burnett Phone # 801-264-2613 Presenters Burnett, Craig Required Time for Presentation 10 Minutes Is This Time Sensitive No Mayor's Approval  Date December 5, 2022	Purpose of Proposal Consideration of the recent MOU and grant funding for First Responder Wellness Grant. Action Requested Attachments MOU Budget Impact Grant funded annual wellness for first responders budgeted. Description of this Item This MOU is to implement the provisions of Utah Code Ann. §§ 53-21-103, which allows DPS to award grants to first responder agencies to assist with the costs of providing mental health resources to first responders. The MOU has complete details including funding amount.
---	---

RESOLUTION NO. R23-

A RESOLUTION ACCEPTING A GRANT AWARD FROM THE DEPARTMENT OF PUBLIC SAFETY FOR THE STATE OF UTAH AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE DEPARTMENT OF PUBLIC SAFETY FOR THE STATE OF UTAH RELATING TO FIRST RESPONDER MENTAL HEALTH SERVICES.

WHEREAS, first responders experience a broad range of mental health consequences as a result of work-related exposures to hazards inherent in the nature of their jobs including death, injury, pain, and grief as well as long hours of work, threats to personal safety, poor sleep, and other challenging experiences; and

WHEREAS, in 2022 the Utah State Legislature enacted First Responder Mental Health Services Amendments ("HB 23"), which directs all first responder agencies to provide mental health resources for employees, employees' spouses and children and for retirees; and

WHEREAS, HB 23 authorizes the Department of Public Safety for the State of Utah ("DPS") to enact rules for mental health programs; and

WHEREAS, HB 23 creates a modest grant program within the DPS to assist in establishing the required mental health services; and

WHEREAS, the DPS has awarded the City \$20,211 to assist with the costs of providing mental health resources to first responders; and

WHEREAS, City and the DPS want to enter into a Memorandum of Understanding stating the obligations that govern the award of state funds granted to City pursuant to HB 23.

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

1. It hereby accepts the grant award of \$20,211 and approves an Memorandum of Understanding between Murray City Corporation and the Department of Public Safety for the state of Utah, in substantially the form attached as Exhibit "A"; and
2. The Memorandum of Understanding is in the best interest of the City; and
3. Mayor Brett A. Hales is authorized to sign the Memorandum of Understanding on behalf of the City and to act in accordance with its terms.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on
this _____ day of _____, 2023.

MURRAY CITY MUNICIPAL COUNCIL

, Chair

ATTEST:

Brooke Smith, City Recorder



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Public Safety

JESS L. ANDERSON
Commissioner

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered by and between Murray City (Recipient Entity) and the State of Utah, Department of Public Safety (DPS), stating the obligations that govern the award of state funds granted to the Recipient Entity from state funding received pursuant to House Bill 23 "First Responder Mental Health Service Amendments" passed in the 2022 General Legislative Session.

PURPOSE

This MOU is to implement the provisions of Utah Code Ann. §§ 53-21-103, which allows DPS to award grants to first responder agencies to assist with the costs of providing mental health resources to first responders.

AGREEMENT

Therefore the Parties agree to this MOU as follows:

- a. DPS shall issue a check to Recipient Entity in the amount of \$20,211.
- b. The Recipient Entity agrees to:
 - 1) use the awarded resources only in the manner set forth in Section 53-21-103;
 - 2) maintain records for five years sufficient to show how the funding is used;
 - 3) cooperate with the committee (awarding committee) created under Administrative Rule R714-570-10 if and when the committee determines it is necessary to audit agency records, and evaluate use of the funding; and
 - 4) provide a quarterly report to the committee that includes:
 - (a) the amount of grant funding awarded to the agency;
 - (b) the amount of grant funding expended by the agency, and the purposes for which the grant funding was expended;
 - (c) the amount of grant funding not yet expended by the agency;
 - (d) the number of first responders, family members, and retired first responders served; and the types of services provided
 - 5) return the grant funding to DPS if DPS determines that an agency has used grant funding for purposes not specified in Section 53-21-103.

This MOU shall be construed in accordance with the laws of the State of Utah. Each signatory below represents that he/she has the authority to agree to all the terms of this Agreement and bind their respective entity.

This MOU is in effect as of the last date when both signatories have signed this document. This MOU remains in effect until all funds have been spent by Recipient Entity, and a final report is received by DPS.

IN WITNESS WHEREOF.

DEPARTMENT OF PUBLIC SAFETY

RECIPIENT ENTITY

Jess Anderson
Commissioner, Public Safety

Date

Recipient Entity

Date



Discussion Item #4



MURRAY

City Council and Administration

Interlocal Boards and Committee Reports

Council Action Request

Committee of the Whole

Meeting Date: January 17, 2023

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters As Listed	Purpose of Proposal Reports from Murray City representatives who serve on interlocal boards, committees and commissions. Action Requested Informational only. Attachments None Budget Impact N/A Description of this Item Biannual reports from City representatives who serve on Interlocal Boards and Commissions (5 minutes each) a. TransJordan Landfill - Russ Kakala b. NeighborWorks - Jared Hall c. Association of Municipal Councils (AMC) and Wasatch Front Waste and Recycling District (WFWRD) - Diane Turner (10 minutes) d. Murray Chamber of Commerce - Pam Cotter e. Legislative Policy Committee (LPC) - Rosalba Dominguez
Required Time for Presentation 30 Minutes Is This Time Sensitive No Mayor's Approval Date January 3, 2023	



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, December 6th, 2022

The Murray City Municipal Council met on Tuesday, December 6th, 2022, at 6:30 p.m. 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:

Vacant	District #1
Pamela Cotter	District #2 - Excused
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
Craig Burnett	Police Chief
Joey Mittelman	Fire Chief
Kim Sorensen	Parks and Recreation Director
Rob White	IT Service Director
Ryan Madsen	IT Support Supervisor
Ben Gray	Senior IT Technician

Others in Attendance:

Lawrence Horman, Rachel Morot, DeLynn Barney, Bree T., Linda Fox, Jim Searle, Dave Carr, Shawn Delliskave, Paul Henderson, David Rodgers, and Kerrie White.

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 Ben Gray.

Approval of Minutes

Council Meeting – October 18, 2022
Council Meeting – November 1, 2022

MOTION:

Councilmember Rosalba Dominguez moved to approve the minutes, for the October 18, 2022, and November 1, 2022 council meetings. The motion was SECONDED by Councilmember Garry Hrechkosy.

Roll Call:

Ayes: Garry Hrechkosy, Rosalba Dominguez, Diane Turner

Nays: None

Abstain: None

Excused: Pamela Cotter

Motion passed 3-0

Special Recognition

1. Introduction of Miss Murray, Emma Robison

Presenting: Mayor Hales

Mayor Hales introduced Emma Robison, as the 2023 Miss Murray.

Emma Robison is a Murray native who recently graduated with honors from Murray High School and served as a Student Body Officer. Emma Robison was a state finalist in the Sterling Scholar Competition, danced with the Murray Dance Company, and was a member of the tennis team. Emma Robison received a full tuition scholarship to Brigham Young University and is a freshman in the Pre-Business Program. Emma Robison has taken up ballroom dance and competed in the Dance Sport Championships last month. Emma Robison loves serving others, baking, Taylor Swift, and especially her hometown! Emma

Robison is looking forward to representing Murray City this year and working with the wonderful community and city leaders.

Emma Robinson spoke about the experiences leading up to the competition and said her social impact initiative is, "Serve Others Selflessly (S.O.S.)." She helps organize and implement acts of service in the community.

The Mayor and Council congratulated Emma Robison for her hard work and accomplishments.

2. Murray City Council Employee of the Month, Rob White, Information Technology Director

Presenting: Councilmember Turner and Mayor Hales

Councilmember Turner introduced Rob White as the December Employee of the Month. Councilmember Turner shared that Rob White would receive a certificate, a \$50 gift card, and his name would appear on the plaque in the Council Chambers.

Mayor Hales shared his appreciation for Rob White and all his hard work. The city recently dealt with an attack on its computer and phone networks. Rob White managed his amazing staff through this crisis working tirelessly over several long nights and weekends to resolve every issue.

Councilmembers thanked Rob White for his service over the past 25 years and stated they appreciate him being a part of Murray City.

Rob White introduce his spouse to the audience and shared his appreciation to the staff and council for the recognition. He gave credit to his staff who worked long hours while working through a crisis.

Citizen Comments

The meeting was open for public comment.

Lawrence Horman

Shared concerns about homeless issues.

Shawn Delliskave

Shawn Delliskave is a member of the media. He encouraged the council to be more transparent during the selection process to fill the council seat for District 1 on Monday, December 12. He recommended the council disclose any prior

relationship with any of the applicants (including personal, business, family, political, etc.) and base the decision on the candidate's merit and prior knowledge and experience in municipal government.

Rachel Morot

Shared her request to preserve historic buildings in Murray and not use the land for bigger and denser development. She acknowledged that density does need to be added, however, not at the expense of our historic buildings. She thanked the council for their consideration of all the sites and the discussions the council has during the work meetings.

DeLynn Barney

DeLynn Barney has lived in Murray City since 1963 and shared a brief history of schools he attended and home locations since living here. He would like to see this building (City Hall located at 5025 S. State Street) preserved as a historical building after the staff moves into the new city hall (located at 10 East 4800 East).

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

Consent Agenda

None Scheduled

Public Hearings

- 1. Consider an ordinance relating to land use; amend 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.**

Presenting: Jared Hall, Community, and Economic Development Director
Attachment 1 – 97 West Winchester

Jared Hall, Community and Economic Development Director, shared an overview of the request to amend the General Plan from Low-Density Residential to Neighborhood Business and amend 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.

The property owner, Paul Henderson has requested an amendment to the Future Land Use and Zoning Map designations of his property to support operating his property

management business from a future office on the site. He proposed 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.

The home largely fronts Winchester Street. The driveway access is the part of the front yard that fronts Malstrom Lane. The General Plan and Future Lands Use Map call for most of the homes that front Winchester to be rezoned to Residential Neighborhood Business. This property was excluded from the Future Land Use Map's designation to rezone the frontage of Winchester to Residential Business. However, 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, the home is near other commercial uses, and Fashion Place Mall is just across the bridge.

The existing R-1-8 Zone generally allows single-family detached homes along with parks, schools, churches, and some utilities. The requested R-N-B Zone allows single-family detached and attached homes (twin-homes), duplexes, certain professional office uses, banking, salons, schools, and churches.

The applicant currently runs his business in Midvale, however, he would like to move his business to Murray. He manages residential rentals, has seven employees, and is open from 9 am to 5 pm, Monday through Friday. If approved he plans on doing some minor improvements to the home, like paint and installing a new fence. He may park some sedans in the back but overall the footprint of his business will be minimal.

CITIZEN COMMENTS

The meeting was open for public comment.

Lawrence Horman

Asked a question to staff about the application process when applying for a "conditional use" on a property.

No additional comments were made and the public comment period was closed.

MOTION

Councilmember Garry Hrechkosy moved to approve the ordinance relating to land use; amend the General Plan from Low-Density Residential to Neighborhood Business and amend 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. The motion was SECONDED by Councilmember Rosalba Dominguez.

VOTE

Ayes: Garry Hrechkosy, Rosalba Dominguez, Diane Turner

Nays: None

Abstain: None

Excused: Pamela Cotter

Motion passed 3-0

Business Item



- 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.**

Presenting: Chief Craig Burnett

Chief Burnett shared an overview of the request to authorize 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.

This agreement with Salt Lake County to work cooperatively and administer law enforcement software. Targeting specific PenLink technology that continues to evolve and tracking those crimes.

The cost to use the program will be \$39,000 per year.

MOTION

Councilmember Garry Hrechkosy moved to approve 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. The motion was SECONDED by Councilmember Rosalba Dominguez.

VOTE

Ayes: Garry Hrechkosy, Rosalba Dominguez, Diane Turner

Nays: None

Abstain: None

Excused: Pamela Cotter

Motion passed 3-0

- 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.**

Presenting: Chief Craig Burnett

Chief Burnett shared an overview of the resolution requesting an Interlocal Cooperation Agreement for one School Resource Officer (SRO) to serve at Cottonwood High School in the Granite School District.

DISCUSSION

Councilmember Dominguez asked how much Granite School District reimburses the city to have an officer there.

Chief Burnett answered that currently, the city gets \$12,000 per year. However, this agreement updates the total reimbursement to \$45,000 per year which is the market rate for other schools and districts.

MOTION

Councilmember Rosalba Dominguez moved to approve 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. The motion was SECONDED by Councilmember Garry Hrechkosy.

VOTE

Ayes: Garry Hrechkosy, Rosalba Dominguez, Diane Turner

Nays: None

Abstain: None

Excused: Pamela Cotter

Motion passed 3-0

- 3. Consider a resolution to acknowledge the completion and receipt of the independent audit for the Fiscal Year 2021-2022 and direct that notice be published pursuant to Section 10-6- 152 of the Utah Code.**

Presenting: Brenda Moore, Director of Finance and Administration

Brenda Moore, Finance and Administration Director shared an overview of the

independent audit for the Fiscal Year 2021-2022.

HBME, LLC was hired to do an Independent Audit of the City's accounts for the fiscal year 2021-2022.

Councilmember Hrechkosy, who works as a Certified Public Accountant (CPA), shared his appreciation for Brenda Moore and her team for their leadership and fiscal oversight over the city budget.

The Councilmembers thanked Brenda Moore and her team for the excellent audit report provided by HBME.

MOTION

Councilmember Garry Hrechkosy moved to approve a resolution to acknowledge the completion and receipt of the independent audit for the Fiscal Year 2021-2022 and direct that notice be published pursuant to Section 10-6- 152 of the Utah Code. The motion was SECONDED by Councilmember Rosalba Dominguez.

VOTE

Ayes: Garry Hrechkosy, Rosalba Dominguez, Diane Turner

Nays: None

Abstain: None

Excused: Pamela Cotter

Motion passed 3-0

4. Election of a City Council Member to serve as Council Vice-Chair for the remainder of the calendar year 2022.

Presenting: Diane Turner

Councilmember Turner shared that a vacancy has occurred in the City Council leadership due to Councilmember Kat Martinez resigning from her position on the City Council while she was presiding as Council Chair. Due to Council Member Martinez's resignation, Council Member Turner, who was serving as Vice-Chair of the City Council, automatically becomes the Chair of the City Council. The council now needs to fill the vacated Vice-Chair position on the City Council for the remainder of 2022. The council may elect a new Vice-Chair to complete the term at the first regular Council meeting following the vacancy announcement. The councilmember shall be elected by a majority vote of the Council.

The Council Vice-Chair shall be elected for the remaining year. They would be the presiding officer in the temporary absence of the Chair and in the event, the Chair is

incapacitated due to illness or otherwise unable to attend Council meetings, the Vice-Chair shall sign ordinances, resolutions, and other official correspondence.

NOMINATION

The nomination for Vice-Chair was open:

Councilmember Dominguez nominated Councilmember Hrechkosy.

Councilmember Turner seconded the nomination.

Councilmember Hrechkosy accepted the nomination.

VOTE

Ayes: Garry Hrechkosy, Rosalba Dominguez, Diane Turner

Nays: None

Abstain: None

Excused: Pamela Cotter

Motion passed 3-0

Mayor's Report and Questions

Councilmember Hrechkosy asked the Mayor to share information about the Christmas Tree Lighting event held at Murray City Hall on Saturday, December 3, 2022.

Mayor Hales shared that there was a huge public turnout; Santa Claus arrived as a guest in the Murray City Fire Truck; Miss Murray and her Little Miss attended and participated; Hillcrest Junior High Choir sang a few songs in the Council Chambers.

The Mayor thanked the Power Department for coordinating everything and the event was a huge success.

Mayor Hales shared that the County should be approving some Grant Funds for the City to use with the Tourism, Recreation, Culture, and Convention Tax (TRCC). If approved, the City should get \$758,000 to be used at the Murray Mansion and \$100,000 to install a new playground near Pavilion Five (5).

Mayor Hales shared that new stadium seats (with cup holders) are being installed at the amphitheater.

Councilmember Hrechkosy shared that he attended the 20th celebration of the Park Center, and his family had a great time.

Adjournment

MOTION:

Councilmember Hrechkosy motioned to close the meeting.
The Motion was seconded by Councilmember Dominguez.

The meeting ended at 7:40 p.m.

Brooke Smith, City Recorder

[SEAL]

Draft

Attachment # 1
Public Hearing # 1
97 West Winchester Street



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





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 land/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

Click to add text

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 MUNICIPAL COUNCIL
SPECIAL MEETING
District #1 Interviews
Meeting Minutes

Tuesday, December 12, 2022

Murray City Center

5025 South State Street, Council Chambers, Murray, Utah 84107

Attendance: Council Members and others:

Vacancy	District #1
Diane Turner –Chair	District #4
Pam Cotter	District #2
Rosalba Dominguez	District #3
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	Brooke Smith	City Recorder
G.L. Critchfield	City Attorney	Craig Burnett	Police Chief
Russ Kakala	Public Works Director	Jared Hall	CED Director
Kim Sorensen	Parks and Recreation Director	Brooke Smith	City Recorder
Ben Gray	IT	Citizens	

Call to order, conducting: Council Chair Turner called the meeting to order at 5:00 p.m.

Interim Council Member District 1 Process – City Attorney, Mr. Critchfield said initially there were nine candidates who submitted applications for the District #1 position, but only six candidates were present. A roll call was conducted, and the following applicants were confirmed as present for the interview process:

- Jeff Dredge
- Philip J. Markham
- Roberto Paul Pickett
- Michael S. Richards
- David Rodgers
- Scot Woodbury

Mr. Critchfield shared State law requirements about holding the interviews in an open public meeting, discussed how the interview process would be conducted and explained how Council Members would vote immediately following the interview process.

All candidates were asked the following four questions:

1. Based on what you know about City government, what do you see as top priorities for the City and why?
2. What do you hope to accomplish as a city council member?

DRAFT

3. When making decisions, how would you determine what is in the best interest of the city?
4. Name three qualities a council member should have.

City Council Vote

- **First Roll Call:**
 - Mr. Hrechkosy: Michael Richards
 - Ms. Cotter: Philip Markham
 - Ms. Dominguez: David Rodgers
 - Ms. Turner: Phil Markham
 - Those who did not receive a vote were eliminated.
 - Phil Markham, receiving two votes, moved onto the second round
 - A lot was drawn between the following candidates:
 - Michael Richards
 - David Rodgers
 - The name Michael Richards was drawn.
- **Second Roll Call: Vote between Mr. Markham and Mr. Richards:**
 - Mr. Hrechkosy: Michael Richards
 - Ms. Cotter: Michael Richards
 - Ms. Dominguez: Philip Markham
 - Ms. Turner: Phillip Markham
 - Due to the vote ending in a tie, a lot was drawn between the following candidates:
 - Philip Markham
 - Michael Richards
 - The name Philip Markham was drawn.

Consider a resolution appointing Philip Markham as Interim Murray City Council Member for Council District 1, pursuant to Section 20A-1-510 of the Utah Code to serve until January 2, 2024. – Mr. Hrechkosy motioned to approve the resolution. Ms. Dominguez seconded the motion.

- **Council roll call vote:**
Ayes: Mr. Hrechkosy, Ms. Cotter, Ms. Dominguez, Ms. Turner
Nays: None
Abstentions: None

Motion passed 4-0

Swearing-In Interim City Council Member District 1. – City Recorder, Ms. Smith proceeded with the swearing in of Mr. Markham.

Adjournment: 6:01 p.m.

**Pattie Johnson
Council Office Administrator III**



MURRAY
CITY COUNCIL

Special Recognition



MURRAY

City Council/Mayor

Employee of the Month - Omar Limon

Council Action Request

Council Meeting

Meeting Date: January 17, 2023

Department Director Jennifer Kennedy	Purpose of Proposal Employee of the Month recognition
Phone # 801-264-2622	Action Requested Informational only
Presenters Pam Cotter Kim Sorensen	Attachments Recognition Form
	Budget Impact None
Required Time for Presentation	Description of this Item See Employee of the Month Recognition Form
Is This Time Sensitive No	
Mayor's Approval	
Date January 3, 2023	

EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

DATE:

Parks and Recreation

1/17/2023

NAME of person to be recognized:

Submitted by:

Omar Limon

Kim Sorensen

DIVISION AND JOB TITLE:

Senior Recreation Center, Chef

YEARS OF SERVICE:

2

REASON FOR RECOGNITION:

Omar has been employed with Murray City for about two years.

Omar has made signification changes with the Senior Center lunch program. He experimented with portions and blends of foods to understand and offer what the seniors desire. Senior Center patrons praise Omar for the food he prepares. He is very dedicated to his job and to making the highest quality food possible. He is deserving of the Employee of The Month recognition. The number of meals served at the center has increased since Omar was hired.

He has been a great addition to the Murray Senior Recreation Center

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

Department/Agency Finance & Administration

FY 2022-2023 Budget Amendment

Council Action Request

Council Meeting

Meeting Date: January 17, 2023

Department Director Brenda Moore Phone # 801-264-2513 Presenters Brenda Moore	Purpose of Proposal Amend the FY 2022-2023 budget Action Requested Public hearing and consideration of the ordinance Attachments Ordinance Budget Impact Budget Amendment Description of this Item The following items have been included in the requested budget amendment: 1. General Fund (\$95,340 being added to reserves): A. Receipt of a grant from the Justice Assistance Grant Program \$33,620, to be used for personal protective gear. B. Receipt of a ZAP grant of \$100,000 to reserves to offset costs of FY2023 programming. C. Receive \$20,211 for public safety Mental Health Grant and return to reserves. The FY2023 budget was increased in anticipation of possibly receiving a grant, and due to the services being needed whether the grant was received or not.
Required Time for Presentation 15 Minutes Is This Time Sensitive Yes Mayor's Approval Date January 11, 2023	

Continued from Page 1:

D. Appropriate \$7,536 for overtime and related taxes, and \$74,000 for additional software due to the computer incident, funded from reserves.

E. Appropriate \$21,578 for a music specialist cost sharing with Murray City School district, funded from reserves.

F. Decrease the Mayor's budget for the DEI advisor \$78,243 due to the change from employee to professional service, return to reserves.

2. Library Fund:

A. Receipt of a ARPA pass through from the Utah State Library Hot spot grant for \$3,168

B. Receipt of additional State Library ARPA pass through grant for materials of \$12,000.

3. CIP Fund (total from reserves \$72,922):

A. Receive and appropriate the TRCC Grant of \$3,636,500 for the Murray Theater.

B. Appropriate funds for a space saver shelving system in the police department in the new city hall \$21,422 funded from reserves. This will be reimbursed if the City Hall budget has funds remaining.

C. Appropriate \$51,500 for the Hanauer street change to xeriscape, funded from reserves. There were funds available from the original construction budget of Hanauer street which are also being used for this project.

4. In the Power fund Increase the budget for purchased power \$800,000 funded from reserves.

5. In the Solid Waste fund increase the collection budget by \$44,500 due to Ace Disposal CPI adjustment as allowed in the contract, funded from reserves.

6. In the Retained Risk fund appropriate \$250,000 for liability claims, funded from reserves.

7. In the Central Garage Fund appropriate \$44,000 for maintenance of fuel pumps and lines, from reserves.

As I stated in the Committee of the Whole meeting, if the School District MOU fails to pass, we could not issue a check even if there is budget to do so. There would be no agreement.

Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 17th day of January 2023, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing to receive public comment concerning amending the City's fiscal year 2022–2023 budget. A copy of the proposed budget amendments may be reviewed by interested persons by contacting the Murray City Department of Finance and Administration, Room 115, Murray City Center, Murray, Utah, (801) 264-2660 during normal business hours beginning January 6, 2023.

DATED this 4th day of January 2023.



MURRAY CITY CORPORATION

A handwritten signature in black ink, appearing to read "B. Smith", written over a horizontal line.

Brooke Smith
City Recorder

DATE OF PUBLICATION: January 6, 2023
PH23-01

1. in three public places within the city;
2. on the Utah Public Notice Website;
3. on the home page of the Murray City website.

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2022-2023 BUDGET

On August 9, 2022, the Murray City Municipal Council adopted the City's budget for Fiscal Year 2022-2023. It has been proposed that the Fiscal Year 2022-2023 budget be amended as follows:

1. In the General Fund appropriate from reserves the following items:
 - a. \$7,536 for overtime in the IT department;
 - b. \$74,000 for software in the IT department, and;
 - c. \$21,578 for cost sharing of a music specialist with Murray School District.
2. In the General Fund receive and appropriate \$33,620 from the Justice Assistance Grant program for police equipment.
3. In the General Fund receive to reserves the following items:
 - a. \$100,000 from a zoos arts and parks grant received for arts programming;
 - b. \$20,211 from a public safety mental health grant, and;
 - c. \$78,243 from the mayor's salaries and benefits budget due to change in DEI advisor status.
4. In the Library Fund receive and appropriate the following with no financial impact:
 - a. \$12,000 for the Utah State Department of Libraries ARPA grant for materials, and;
 - b. \$3,168 for the Utah State Library ARPA hotspot grant.
5. In the Capital Improvement Projects fund receive and appropriate \$3,636,500 Salt Lake County TRCC grant funds for the construction of the Murray Theater.
6. In the Capital Improvement Projects (CIP) Fund appropriate from reserves the following:
 - a. \$20,329 for a space saver shelving system in the police department at the new city hall, and;
 - b. \$51,500 to change Hanauer street landscaping to xeriscape.

7. In the Power Fund appropriate \$800,000 from reserves for purchased power.
8. In the Solid Waste Fund appropriate \$44,500 from reserves for garbage collection fees.
9. In the Retained Risk Fund appropriate \$250,000 from reserves for liability claims.
10. In the Central Garage Fund appropriate \$44,000 from reserves for maintenance on the fleet fueling facility.

Section 10-6-128 of the Utah Code states that the budget for the City may be amended by the Murray City Municipal Council following a duly noticed public hearing. Pursuant to proper notice, the Murray City Municipal Council held a public hearing on January 17, 2023, to consider proposed amendments to the Fiscal Year 2022-2023 budget. After considering public comment, the Murray City Municipal Council wants to amend the Fiscal Year 2022-2023 budget.

Section 1. Enactment. The City's Fiscal Year 2022-2023 budget shall be amended as follows:

1. In the General Fund appropriate from reserves the following items:
 - a. \$7,536 for overtime in the IT department;
 - b. \$74,000 for software in the IT department, and;
 - c. \$21,578 for cost sharing of a music specialist with Murray School District.
2. In the General Fund receive and appropriate \$33,620 from the Justice Assistance Grant program for police equipment.
3. In the General Fund receive to reserves the following items:
 - a. \$100,000 from a zoos arts and parks grant received for arts programming;
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 - a. \$20,329 for a space saver shelving system in the police department at the new city hall, and;
 - b. \$51,500 to change Hanauer street landscaping to xeriscape.
7. In the Power Fund appropriate \$800,000 from reserves for purchased power.
8. In the Solid Waste Fund appropriate \$44,500 from reserves for garbage collection fees.
9. In the Retained Risk Fund appropriate \$250,000 from reserves for liability claims.
10. In the Central Garage Fund appropriate \$44,000 from reserves for maintenance on the fleet fueling facility.

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

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this ____ day of _____, 2023.

MURRAY CITY MUNICIPAL COUNCIL

Garry Hrechkosy, Chair

ATTEST:

Brooke Smith, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2023.

Brett 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 _____, 2023.

Brooke Smith, City Recorder



MURRAY
CITY COUNCIL

Business Items



MURRAY
CITY COUNCIL

Business Item #1



MURRAY


Police Department

First Responder Wellness Grant Funding and MOU Acceptance

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: January 17, 2023

Department Director Craig Burnett Phone # 801-264-2613 Presenters Burnett, Craig Required Time for Presentation 10 Minutes Is This Time Sensitive No Mayor's Approval  Date December 5, 2022	Purpose of Proposal Consideration of the recent MOU and grant funding for First Responder Wellness Grant. Action Requested Attachments MOU Budget Impact Grant funded annual wellness for first responders budgeted. Description of this Item This MOU is to implement the provisions of Utah Code Ann. §§ 53-21-103, which allows DPS to award grants to first responder agencies to assist with the costs of providing mental health resources to first responders. The MOU has complete details including funding amount.
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RESOLUTION NO. R23-

A RESOLUTION ACCEPTING A GRANT AWARD FROM THE DEPARTMENT OF PUBLIC SAFETY FOR THE STATE OF UTAH AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE DEPARTMENT OF PUBLIC SAFETY FOR THE STATE OF UTAH RELATING TO FIRST RESPONDER MENTAL HEALTH SERVICES.

WHEREAS, first responders experience a broad range of mental health consequences as a result of work-related exposures to hazards inherent in the nature of their jobs including death, injury, pain, and grief as well as long hours of work, threats to personal safety, poor sleep, and other challenging experiences; and

WHEREAS, in 2022 the Utah State Legislature enacted First Responder Mental Health Services Amendments ("HB 23"), which directs all first responder agencies to provide mental health resources for employees, employees' spouses and children and for retirees; and

WHEREAS, HB 23 authorizes the Department of Public Safety for the State of Utah ("DPS") to enact rules for mental health programs; and

WHEREAS, HB 23 creates a modest grant program within the DPS to assist in establishing the required mental health services; and

WHEREAS, the DPS has awarded the City \$20,211 to assist with the costs of providing mental health resources to first responders; and

WHEREAS, City and the DPS want to enter into a Memorandum of Understanding stating the obligations that govern the award of state funds granted to City pursuant to HB 23.

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

1. It hereby accepts the grant award of \$20,211 and approves an Memorandum of Understanding between Murray City Corporation and the Department of Public Safety for the state of Utah, in substantially the form attached as Exhibit "A"; and
2. The Memorandum of Understanding is in the best interest of the City; and
3. Mayor Brett A. Hales is authorized to sign the Memorandum of Understanding on behalf of the City and to act in accordance with its terms.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on
this _____ day of _____, 2023.

MURRAY CITY MUNICIPAL COUNCIL

, Chair

ATTEST:

Brooke Smith, City Recorder



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Public Safety

JESS L. ANDERSON
Commissioner

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered by and between Murray City (Recipient Entity) and the State of Utah, Department of Public Safety (DPS), stating the obligations that govern the award of state funds granted to the Recipient Entity from state funding received pursuant to House Bill 23 "First Responder Mental Health Service Amendments" passed in the 2022 General Legislative Session.

PURPOSE

This MOU is to implement the provisions of Utah Code Ann. §§ 53-21-103, which allows DPS to award grants to first responder agencies to assist with the costs of providing mental health resources to first responders.

AGREEMENT

Therefore the Parties agree to this MOU as follows:

- a. DPS shall issue a check to Recipient Entity in the amount of \$20,211.
- b. The Recipient Entity agrees to:
 - 1) use the awarded resources only in the manner set forth in Section 53-21-103;
 - 2) maintain records for five years sufficient to show how the funding is used;
 - 3) cooperate with the committee (awarding committee) created under Administrative Rule R714-570-10 if and when the committee determines it is necessary to audit agency records, and evaluate use of the funding; and
 - 4) provide a quarterly report to the committee that includes:
 - (a) the amount of grant funding awarded to the agency;
 - (b) the amount of grant funding expended by the agency, and the purposes for which the grant funding was expended;
 - (c) the amount of grant funding not yet expended by the agency;
 - (d) the number of first responders, family members, and retired first responders served; and the types of services provided
 - 5) return the grant funding to DPS if DPS determines that an agency has used grant funding for purposes not specified in Section 53-21-103.

This MOU shall be construed in accordance with the laws of the State of Utah. Each signatory below represents that he/she has the authority to agree to all the terms of this Agreement and bind their respective entity.

This MOU is in effect as of the last date when both signatories have signed this document. This MOU remains in effect until all funds have been spent by Recipient Entity, and a final report is received by DPS.

IN WITNESS WHEREOF.

DEPARTMENT OF PUBLIC SAFETY

RECIPIENT ENTITY

_____	_____
Jess Anderson	Date
Commissioner, Public Safety	

_____	_____
Recipient Entity	Date



Business Item #2



MURRAY


Murray City Fire Department

SHSP HAZMAT Training Grant

Council Action Request

Council Meeting

Meeting Date: January 17, 2023

Department Director Joey Mittelman Phone # 801-264-2775 Presenters Steve Olson Required Time for Presentation 5 Minutes Is This Time Sensitive No Mayor's Approval  Date January 3, 2023	Purpose of Proposal Allow for the signing of the SHSP MOU that allows us to receive SHSP money for backfill during training. Action Requested Approval to enter into the MOU and FEMA grant requirements to maintain our HAZMAT response. Attachments MOU Budget Impact The OT is reimbursed through the SHSP grant if we sign the MOU. The cost to the city then is budget neutral. Description of this Item Murray City Fire Department is a part of the Salt Lake Valley HAZMAT response team. This allows for each city to share their specialty with their surrounding cities. This allows Murray to save money on many other areas within HAZMAT. Murray serves as the water way experts for controlling spills within our waterways. Murray City Fire Department has Booms that are deployed when needed and prevent further damage down stream. The training our Firefighters complete each year can be reimbursed if we complete this grant.
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RESOLUTION NO. R23-

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN UNIFIED FIRE AUTHORITY AND MURRAY CITY RELATING TO REIMBURSEMENT OF OVERTIME OR BACKFILL COSTS INCURRED BY MURRAY CITY FIRE DEPARTMENT PERSONNEL TO MAINTAIN CAPABILITY TO RESPOND TO HAZARDOUS MATERIALS AND OTHER SERIOUS INCIDENTS.

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

WHEREAS, the City and Unified Fire Authority (“UFA”) are “public agencies” as contemplated in section 11-13-101 of the Utah Code, *et seq.* – Interlocal Cooperation Agreement Act; and

WHEREAS, State Homeland Security Program (SHSP) is part of the Homeland Security Grants Program; and

WHEREAS, the Unified Fire Authority (the “UFA”) is the sub-recipient of grant funds from the SHSP that have been made available to support continued training and skills development and effective response in the event of an incident involving hazardous materials (“HM”), chemical, biological, radiological, nuclear or high yield explosives (“CBRNE”); and

WHEREAS, grant funding is authorized for overtime and backfill costs for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes; and

WHEREAS, City has qualified personnel that currently attend FEMA-approved training for HM and CBRNE incidents and for whom overtime backfill costs are borne by the City; and

WHEREAS, City wants to seek reimbursement from the available grant funds; and

WHEREAS, the Parties desire to enter into a Memorandum of Understanding (“MOU”) to facilitate achievement of the goals and objectives of the grant funds by setting forth the Parties’ responsibilities.

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

1. It does hereby approve the execution of a Memorandum of Understanding between Unified Fire Authority and Murray City in substantially the form attached as Exhibit "A" to facilitate the achievement of the goals and objectives of the grant funds.

2. The City's participation in the grant funds program is in the best interest of the City.

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

DATED this day of , 2023.

MURRAY CITY MUNICIPAL COUNCIL

, Council Chair

ATTEST:

Brooke Smith, City Recorder

Attachment

(Memorandum of Understanding)

SHSP HAZMAT TRAINING PROGRAM GRANT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) between Unified Fire Authority (“UFA” or “Managing Organization”) an interlocal entity and a public subdivision of the State of Utah and _____ (“Participating Agency”), a _____ of the State of Utah (individually a “Party” and collectively the “Parties”), is entered effective as of its execution by the Parties

I. Purpose

The purpose of this MOU is to afford public safety agencies the opportunity to commit qualified, trained personnel to continued training and skills development to better prepare and respond to incidents involving hazardous materials (HM) incidents and/or chemical, biological, radiological, nuclear, explosive (CBRNE) at the agency level. Region 2 has secured funds that provide a means to backfill qualified personnel selected to attend approved courses as identified herein. The MOU will delineate responsibilities and procedures for the administration and management of the SHSP Region 2 HM backfill funds (\$30,000). By reimbursing for backfill, this SHSP funding will focus on enhancing preparedness and resilience for communities by directly funding activities to enhance participants’ preparedness, specifically for hazardous materials/CBRNE incidents.

In conjunction with the SLVHAC three-year plan to host national-level training, this funding for backfill places emphasis on keeping parity with industry practice, knowledge, skills, and abilities as well as best practices and common understanding in preparing for these types of incidents between jurisdictions/agencies. Courses may occur in Utah or elsewhere and must be approved by the SLVHAC in advance in order to qualify for potential funding pursuant to this MOU. Training plans/courses will utilize FEMA training courses offered through the Emergency Management Institute, the Center for Domestic Preparedness, the National Domestic Preparedness Consortium, and other partners.

A sample listing of courses is provided in Appendix A.

II. Scope

The provisions of this MOU will apply to Unified Fire Authority’s management of the SHSP HM backfill funds and the reimbursement of backfill costs incurred by participating agencies that maintain capability and a responsibility to respond to hazardous materials incidents and/or CBRNE at the agency level.

III. Definitions

- A. SLCoEM- Salt Lake County, Utah Emergency Management.
- B. Grant – SHSP funds to reimburse qualified agencies for backfill expenses so that trained personnel may attend select HM/CBRNE courses. These funds typically

have a 36-month period of performance and multiple SHSP grants may be in effect at any given time.

- C. Participating agency – Public safety or health agency that maintains a HM/CBRNE response capability and supports personnel to attend courses approved and planned/scheduled through the SLVHAC. Agencies may include police, fire, health care provider, health dept personnel, etc. that are identified as having responsibility along or within the HM/CBRNE response continuum.
- D. Managing Organization –UFA as a sub-recipient of the Grant, which provides administrative and financial oversight in support of the program.
- E. SHSP – State Homeland Security Program. SHSP is part of the Homeland Security Grants Program (HSGP) and supports the implementation of risk-driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and Regional Threat and Hazard Identification and Risk Assessments (THIRAs).
- F. SLVHAC – The Salt Lake Valley Hazmat Alliance Committee.

IV. Responsibilities

- A. The Parties agree to cooperate with each other to facilitate achievement of the goals and objectives of the Grant as fully and completely as possible within the period of performance for each of the SHSP grants awarded to provide for reimbursement of backfill expenses related to qualified personnel attending hazmat-related classes. This MOU and its purpose are subject to the availability of SHSP funds.
- B. The Parties agree and recognize that the Managing Organization is the Grant sub-recipient from the State of Utah and has primary responsibility for management of Grant funds and compliance with Grant requirements. For the purposes of the Grant, the Managing Organization provides oversight and represents that it will manage the Grant funds for the benefit of Region 2 preparedness. The Managing Organization will coordinate reimbursement of qualified backfill expenses in concert with the SLVHAC. As part of the process, the SLVHAC will approve the participation of all qualified personnel assigned to such opportunities. SLVHAC will notify Region 2 Participating Agencies of available training in a reasonably advanced time to allow for planning and selection of personnel.
- C. Participating Agency agrees to support the program by identifying and recommending qualified personnel for training as organized and arranged by SLVHAC. Participating Agency agrees to bear the cost of its personnel participating in such opportunities during their normal working hours and only seek reimbursement of those costs related to the backfill for personnel participating in such opportunities. Agencies shall also recommend personnel that commit to course completion. Partial course completion will not be eligible for

reimbursement.

- D.** SLVHAC will manage the three-year course schedule. Courses are not intended to be initial training or beginner level offerings. Courses will be a complement to the knowledge, skills, and capabilities of public safety agency hazmat response in Region 2. Courses will vary in duration from one to multiple days with some being primarily didactic and others involving hands-on evolutions. Additionally, courses may be online, in-person, or a hybrid delivery. SLVHAC will also provide a level of verification that the course announcements are sent through various means of media/contacts to ensure that Region 2 public safety agencies are aware of such offerings. SLVHAC will also verify that Participating Agencies maintain a HM/CBRNE response capability and that recommended personnel are part of the agency HM/CBRNE program.
- E.** For disciplinary purposes, authority is limited to temporary suspension or exclusion of personnel from participation in such activities. In all other instances where disciplinary action may be necessary, Managing Organization or SLVHAC will report the pertinent circumstances to Participating Agency for adjudication as appropriate in accordance with the Participating Agency's established rules and regulations. While participating in Grant-funded activities conducted by the Managing Organization and SLVHAC, participants will be subject to, observe, and comply with all lawful orders and directions of the authorized representatives of Managing Organization. Managing Organization retains the right to suspend or exclude any participant from participation in Grant-funded activities for cause including failure to abide by the provisions of this MOU.
- F.** Nothing in this MOU is intended to, nor does it, affect the employer-employee relationship between Participating Agency and its employees who are participants in these courses. Participating Agency will at all times continue to be fully responsible for all of its employment obligations to its employees participating in Grant-funded activities, including the compensation, benefits, and worker's compensation protection that the Participating Agency provides.

V. Qualification for Participation

- A.** A Participating Agency seeking to participate in the SHSP Program Grant shall be expected to meet requirements in one of the following categories:

 - i. Hazardous Materials Response Teams that are qualified to the equivalent of a FEMA Type 3 Team or higher. Qualifications for FEMA Team types are found in the FEMA Resource Typing Library Tool (RTLTL) under "Hazardous Materials Response Team."
 - ii. An Agency with Hazardous Materials Teams not currently qualified to the level of a FEMA Type 3 Team may still participate in the grant program under the following conditions:

- a. The Agency can adequately demonstrate ongoing progress toward the development of response capabilities as a Type 3 Team or higher.
 - b. The Agency has a current, documented MOU with another agency that provides service as a Hazardous Materials Response Team qualified to the level of a FEMA Type 3 Team or higher.
- iii. Service providers in Hazardous Materials allied fields. Examples include Law Enforcement, Clinical Healthcare, or other State or Local Agency personnel who will respond and work closely with Hazardous Materials Response Teams in the administration of their duties.

VI. Reimbursement

- A. Personnel (Backfill) Costs. Managing Organization will reimburse Participating Agency for approved backfill costs using Grant funds upon Participating Agency submitting to Managing Organization a written request for reimbursement listing the costs with specificity for each employee. Pre-approval of backfill approval may be requested through the Managing Organization by the Participating Agency. **Reimbursement for costs other than backfill are not authorized by this MOU.**
- B. Funding. Reimbursement of costs incurred pursuant to this MOU is dependent upon funding being sufficient and available from the Grant. Managing Organization will use its best efforts to coordinate all activities with SLVHAC (and Participating Agencies by extension) to ensure that funding is available prior to the costs being incurred. However, Participating Agency assumes the risk of it incurring costs that exceed the total funding available under the Grant during its participation. If multiple Participating Agencies seek reimbursement for a total amount that exceeds the Grant, Managing Organization will pay such reimbursements on a pro rata basis based on the funding available. The performance period for these funds will expire March 1, 2024.
- C. Limitations. Participating Agency's reimbursement amount is capped at \$3,500 per year to provide opportunity to all other eligible agencies in Region 2. SLVHAC may conduct an annual review of course planning, expenditures against the grant, and agency participation among those agencies eligible for reimbursement within the region. In the interest of ensuring fund utilization, limitations/caps will be reset each year after the annual review.
- D. Reimbursement Process. Participating Agency will first encumber backfill expenses associated with approved personnel that attend trainings. Participating Agency will submit reimbursement requests to the Managing Organization within 45 days of course completion. Reimbursement requests from Participant Agency to Management Organization must include: 1) a copy of the class roster as verification of attendance, 2) payroll reports/verification of backfill expenses, and 3) a completed and signed W-9 form. Managing Organization will review the

request and provide reimbursement within 60 days of submission unless there is a discrepancy or question as to the eligibility of all or a portion of the request. In the event of such a discrepancy or question, the two organizations will meet and confer to reasonably resolve the issue. SLVHAC may be party to the conference as needed. The reimbursement request shall be emailed to vgreensides@unifiedfire.org

VII. Governmental Immunity

Managing Organization is a governmental entity as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the “Immunity Act”). Managing Organization does not waive any defenses otherwise available under the Immunity Act (or successor provision), nor does it waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. All obligations imposed upon the Parties or their employees by virtue of the execution of this MOU are considered within their current scope of employment with each Party.

VIII. Indemnification

Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in participating in the program under the terms of this MOU. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney’s fees. The terms of this paragraph will survive the termination of this MOU.

IX. General Provisions

- A. Effective Date. This MOU will be effective as of _____, 2022 when it has been duly and regularly authorized and executed by the Parties.
- B. Authority. This MOU is made under the authority of Utah law in furtherance of the purposes of the SHSP Region 2 HM backfill program. The Parties represent that this MOU is not an Interlocal Agreement entered into pursuant to the Utah Interlocal Cooperation Act, as no joint action is being undertaken, and is instead an MOU to set forth the terms and conditions for Participating Agency’s participation in a funded grant program and reimbursement of costs incurred thereby.
- C. Termination. The MOU will continue in effect unless terminated by either Party or due to discontinued funding through SHSP. Participating Agency may terminate this MOU with 30 days written notice to the Managing Organization and SLVHAC. Managing Organization may terminate this MOU with 30 days written notice to Participating Agency but may continue to process reimbursement requests

submitted prior to the date of termination until completed.

D. Miscellaneous Provisions.

- (i) The obligations of the Participating Agency set forth in this MOU are non-delegable and may not be assigned to or assumed by any other person without the prior written consent of Managing Organization.
- (ii) Except and to the extent federal law controls, this MOU will be construed and enforced, as between the Parties, according to the laws of the State of Utah.
- (iii) No Party will engage in any conduct or activity in the performance of this MOU or participation in the SHSP Region 2 HM backfill program that constitutes a conflict of interest under applicable federal, state, or local law, rules, and regulations.
- (iv) Each Party will at all times observe and comply with all applicable federal, state, and local laws, rules, and regulations.
- (v) Should any provision of this MOU be determined to be invalid or unenforceable under applicable law, the provision shall, to the extent required, be severed from the remainder of the MOU which shall continue in full force and effect.
- (vi) This MOU is made for the sole and exclusive benefit of the named Parties and their lawful successors in interest, and no other person or entity is intended to, nor shall such other person or entity acquire or be entitled to receive any rights or benefits as a third-party beneficiary of this MOU.
- (vii) Each person executing this MOU represents that they are lawfully authorized to sign the MOU on behalf of the respective Party, and, to the person's best knowledge and belief, the MOU is a binding and enforceable obligation of the Party on whose behalf it is executed.
- (viii) This MOU, including the Appendices and attachments, if any, constitutes the entire MOU between the parties and it supersedes any prior MOUs on this matter.

Executed on behalf of the parties effective as of the date provided for herein.

PARTICIPATING AGENCY

By: _____

Its: _____

MANAGING ORGANIZATION
**SALT LAKE COUNTY EMERGENCY
MANAGEMENT**

Division Chief Clint Mecham
Emergency Manager

APPROVED AS TO FORM

Date _____
Brian F. Roberts
Chief Legal Officer

Appendix A

List of courses that have been adopted by the SLVHAC and are subject to the terms of the SHSP Region 2 HM backfill funds MOU. Note that these courses have been selected for their applicable subject matter as it applies to the trained Hazardous Materials Technician and/or CBRNE responder and all others that would reasonably be expected to have responsibility within the response continuum.

Note that the intent is to have these classes delivered in state and to seek additional courses to provide refresher training and to introduce new knowledge, skills and abilities to enhance the overall Region 2 response capability to incidents involving hazardous materials. Courses listed here are suggested. Course providers and availability may change in which case a suitable or similar alternative course offering(s) should be pursued.

Year one, session 1;

[Homemade Explosives: Awareness, Recognition, and Response \(HME\)](#)

The HME course is designed for all levels of first responders who may encounter or respond to a homemade explosives incident. This course presents information on the safe response to homemade explosive pre-detonation and post-detonation incidents. *Delivery Methods: Mobile, 8 hrs. Provided through EMRTC program at New Mexico Tech University mobile classes free of charge:*

[Medical Preparedness and Response to Bombing Incidents \(MPRBI\)](#)

The MPRBI course prepares first responders involved in the medical response to bombing incidents with the skills and knowledge necessary to effectively respond to the unique injuries of a bombing incident while considering existing hazards related to such an event. *Delivery Methods: Mobile, 16 hrs. Provided through EMRTC program at New Mexico Tech University mobile classes free of charge:*

Year one, session 2

[Highway Emergency Response Specialist \(HERS\), PER-291](#)

This course focuses on specific fundamentals associated with emergency response to a highway incident involving hazardous materials to include flammable/combustible liquids. Participants are provided with detailed technical information on all common US D.O.T. types of cargo tanks, intermodal and portable tanks, freight vans, their design and construction, as well as non-bulk packaging and compressed gas cylinders. Participants will review technical mitigation techniques, transfer procedures, grounding and bonding, and safety techniques for highway transportation incidents. *Delivery Method: Hybrid, 20 hrs online / 24 hrs in-person. Provided through SERTC program in Pueblo, CO. This is a hybrid class (online and in-person at campus in CO) free of charge.*

Year two, session 1

[Population Monitoring at Community Reception Centers, PER 332](#)

This course trains emergency responders and non-uniformed support personnel to operate monitoring stations within the Community Reception Center (CRC), or similar reception centers, to perform population monitoring and contamination reduction measures after a radiological or nuclear incident. Examples of incidents that would initiate the establishment of a CRC include a nuclear detonation such

as an improvised nuclear device (IND), radiological dispersal device (RDD), an attack on a nuclear power plant (NPP) or other incidents that expose the general population to radioactive contamination. *Delivery Methods: Mobile, 8 hrs. Provided through CTOS Nevada National Security Site free of charge.*

Operations Level Response to Radiological/Nuclear WMD, PER 348

This course is designed for response mission operations and personnel who have little or no training in radiological/nuclear emergency WMD response. This course provides First Responders with fundamental knowledge regarding mission spaces related to radiological/nuclear threats. *Delivery Methods: Mobile, 8 hrs. Provided through CTOS Nevada National Security Site free of charge.*

Year two, session 2

Tactical Operations for CBRNE Incidents, PER 221

The goal of this course is to provide tactical team personnel and emergency responders with the knowledge, skills, and abilities to safely and effectively respond to chemical, biological, radiological, nuclear, and explosive (CBRNE) incidents. Through a combination of classroom sessions and comprehensive practical exercises, participants gain knowledge and experience in decontamination procedures; selection and use of PPE; tactical operations involving an IED; identification and characteristics of chemical and biological agents; identification and characteristics of radiological isotopes; use of detection equipment; and planning and performing tactical operations in a CBRNE environment. *Delivery Methods: Mobile, 24 hrs. Provided through Louisiana State University NCBRT/Academy of Counter-Terrorism Education free of charge.*

Year three, session 1

Emergency Response to Domestic Biological Incidents, PER-220

This course is designed to help participants safely and effectively respond to a biological incident by using an integrated approach. The course provides detailed information about various biological agents and possible methods of dissemination-whether naturally occurring or intentional. Participants will identify appropriate assessment and response actions and will review personal protection, containment measures, and tools that may be accessed during a biological incident. *Delivery Methods: Mobile, 16 hrs. Provided through Louisiana State University NCBRT/Academy of Counter-Terrorism Education free of charge.*

Year three, session 2

Critical Decision Making for Complex Coordinated Attacks, PER 335

This course addresses the vulnerability of any community to a public safety situation, such as an active shooter at a shopping mall; a train derailment with hazardous chemicals; a bombing incident at a commercial district; a plane crash; or chemical, biological, radiological, nuclear, or explosive attack. These attacks, known as complex coordinated attacks, involve multiple threats that often exceed conventional response tactics. These attacks require a joint response involving members from varying disciplines and jurisdictions. The course will enhance the response capabilities of participants by providing them with the knowledge and tools to enable effective response.

This course is taught through a combination of classroom instruction and practical exercises. Among the topics covered during the classroom instruction are characteristics of a complex coordinated attack, public safety response considerations, command operations and strategies, and critical information about situational domain awareness. Several notable case studies are also presented to provide real-life examples of the characteristics of a complex coordinated attack. Featured practical exercises allow participants to interact with responders from other disciplines to effectively address a variety of complex coordinated attack scenarios. Participants will work together to identify critical considerations and command strategies. Further, these exercises encourage collaborative decision-making and rapid strategizing. *Delivery Methods: Mobile, 16 hrs. Provided through Louisiana State University NCBRT/Academy of Counter-Terrorism Education free of charge.*

Year three, session 3

[Medical Preparedness and Response for Bombing Incidents, MGT 348](#)

This course is designed for personnel from any professional background who may become part of a community response to a bombing event. This interactive, instructor-facilitated program employs case studies and research-based information designed to enhance medical preparedness for and response to blast effects. Breakout sessions address considerations and concerns specific both to medical responders and emergency planners. Students are encouraged to ask questions and to create a to-do list of items they don't have the answers to, so they have a list of tasks to address when they return to their jurisdiction. *Delivery Methods: In-person, 16 hrs. Provided through TEEX free of charge.*



MURRAY
CITY COUNCIL

Business Item #3



MURRAY


Mayor's Office

Interlocal Agreement with Murray School District for Music Specialist

Council Action Request

Council Meeting

Meeting Date: January 17, 2023

Department Director Mayor Brett Hales Phone # 801-264-2600 Presenters Doug Hill	Purpose of Proposal Consider Agreement to fund \$21,577.46 to provide matching funds for Murray School District music specialist. Action Requested Approve Agreement after which funds will need to be appropriated through a budget opening. Attachments Interlocal Agreement Budget Impact \$21,577.46 from the General Fund Description of this Item For many years, the City and Murray School District have jointly funded a music specialist to provide music education and instruction in the District. The FY2023 budget addendum (page 24) stated the council's intent to appropriate these funds. However, the funds were not included in the budget. Therefore, if the Agreement is approved, funds will need to be appropriated through a budget opening.
Required Time for Presentation 5 Minutes Is This Time Sensitive No Mayor's Approval  Date December 8, 2022	

RESOLUTION R23-

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND MURRAY CITY SCHOOL DISTRICT ("DISTRICT") RELATING TO MUSIC EDUCATION AND INSTRUCTION.

WHEREAS, Title 11, Chapter 13, of the Utah Code provides that two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

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

WHEREAS, the City and the District have beneficially entered into cooperative agreements for various projects; and

WHEREAS, the City and the District have developed a long-term relationship of cooperation and sharing of resources to do what is in the best interest of the community; and

WHEREAS, the City wants to encourage music education and instruction in the District; and

WHEREAS the City, subject to appropriation of funds by the City Council, wants to allocate up to Twenty-One Thousand Five Hundred and Seventy-Seven Dollars and 46/100 Cents (\$21,577.46) to provide the District with assistance in hiring and providing music specialists and a district music trainer, subject to certain terms and conditions; and

WHEREAS, the Parties want to specify, in an Agreement, their respective responsibilities with regard to the funds provided by the City to the District for music education and instruction.

NOW, THEREFORE, BE IT RESOLVED, BY THE Murray City Municipal Council as follows:

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

PASSED AND APPROVED this ____ day of _____, 2023.

MURRAY CITY MUNICIPAL COUNCIL

, Chair

ATTEST:

Brooke Smith, City Recorder

BUDGET ADDENDUM

Public hearings are required before the City waive fees, donates services, or provide funds/property to non-profit entities. To avoid the need for separate hearings throughout the year, the Mayor's budget includes the following annual or one-time requests:

1. **Volunteers of America** Donate funds for operation expenses at the Volunteers of America Center for Women and Children in Murray. Value: \$10,000
2. **Murray Education Foundation** Waive golf cart rental fees for annual tournament at Murray Parkway Golf Course. Value: \$1,400
3. **Utah Community Action** Reduce fees for Murray City utilities for low income residents based on HEAT qualifications. Value: \$10,000
4. **American Legion** Waive park rental fees for Easter Egg Hunt. Value: \$225
5. **Utah Farm Bureau Farmers Market** Waive park rental fees for Farmers Market. Value: \$2,000
6. **Boys and Girls Club of Greater Salt Lake** Donate funds for operation expenses at the Murray Boys and Girls Club. Value: \$100,000
7. **Miss Murray Pageant** Donate funds for scholarships and Murray City float and parade expenses. Value: \$6,200
8. **Murray Area Chamber of Commerce** Donate funds for operations and the youth chamber. Value: \$24,600
9. **Murray Area Chamber of Commerce** Waive golf cart rental fees for annual tournament at Murray Parkway Golf Course. Value: \$1,400
10. **Economic Development Corporation of Utah** Donate funds for operations. Value: \$7,500
11. **Murray Symphony Orchestra** Donate funds for operations. Value: \$2,500
12. **Murray Concert Band** Donate funds for operations. Value: \$2,500
13. **Murray School District** Donate matching funds for the music specialist position. Value: Up to \$40,000
14. **Murray School District** Provide water education through the National Energy Foundation and associated prizes. Value: \$8,350
15. **Murray Exchange Club** Waive park rental fees for Haunted Trail. Value: \$975
16. **American Red Cross** Waive park rental fees for up to 10 blood drives. Value: \$1,000
17. **Utah Community Forest Council** Provide labor assistance for the annual Utah State Tree Climbing competition. Value: Up to \$2,000.

INTERLOCAL COOPERATION AGREEMENT

BETWEEN MURRAY CITY CORPORATION AND THE MURRAY CITY SCHOOL DISTRICT

Music Education and Instruction

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between Murray City Corporation, a Utah municipal corporation (the “City”) and the Murray City School District, a political subdivision of the State of Utah (the “District”).

RECITALS

1. 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 joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage.
2. The City and the District have developed a long-term relationship of cooperation and sharing of resources to do what is in the best interest of the community.
3. The City wants to encourage music education and instruction in the District.
4. The City, subject to appropriation by the City Council, wants to allocate up to TWENTY-ONE THOUSAND FIVE HUNDRED AND SEVENTY-SEVEN DOLLARS AND 46/100 CENTS (\$21,577.46) to provide the District with assistance in hiring and providing Music Specialists and a District Music Trainer, subject to the terms and conditions of this Agreement.
5. The Parties want to outline their respective responsibilities regarding the funds provided by the City to the District for such music instruction.

NOW THEREFORE, based on the conditions herein, the Parties agree as follows:

AGREEMENT

1. The City shall allocate up to TWENTY-ONE THOUSAND FIVE HUNDRED AND SEVENTY-SEVEN DOLLARS AND 46/100 CENTS (\$21,577.46) in the 2022-2023 school year to provide assistance to the District for music education. This assistance is intended to help the District hire employees to work as Music Specialists and a District Music Trainer. City assistance shall be matched by the District at least 1:1 for verified expenses related to Music Specialists. Verified expenses include hourly salary, in-service trainings, and supplies.
2. On a monthly basis, the District shall forward to the City documentation of the actual expenses incurred by the District related to the Music Specialists, and shall provide a written report showing that the conditions set forth in Section 3 of this Agreement have been met. The expense documentation and written reports shall be submitted to the City by the 15th of each month.
3. Assistance from the City to the District is conditioned upon the following:
 - a. Each classroom will receive at least 30 minutes of music instruction each week with exceptions provided for holidays and occasional scheduling conflicts;
 - b. Music Specialists will receive regular in-service training by a District Music Trainer, or receive funding for conference fees to attend at least one music in-service training/conference provided by other educational agencies;
 - c. Each Music Specialist shall be given a reasonable budget for supplies for his/her classroom instructional needs specific to music instruction;

- d. Music Specialists, although not required to have music teaching degrees or endorsements, must provide evidence of a reasonable minimum background in music instruction;
 - e. The financial assistance to be provided by the City shall only be used for expenses and items directly related to classroom music instruction provided by the Music Specialists; and
 - f. Music Specialists will be paid for appropriate preparation time.
- 4. Should the conditions above not be met to the reasonable satisfaction of the City, the City shall have no obligation to provide any financial assistance to the District, regardless of expenditures made by the District and regardless of whether the City approved the District's request for assistance prior to the beginning of that year's school year.
- 5. The District and the City are governmental entities under the Utah Governmental Immunity Act ("Act"). Therefore, consistent with the terms of the Act, the District and the City agree that each is responsible and liable for any wrongful or negligent acts which it commits or is committed by its agents or employees. Neither the District nor the City waives any defenses or limits of liability otherwise available under the Act and all other applicable laws and both the District and the City maintain all privileges, immunities and other rights granted by the Act and other applicable laws.
- 6. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written contract shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing, and signed by the Parties.

7. The Parties mutually agree that funding will be allocated by the Parties as a part of their respective annual budgeting processes. Nothing in this Agreement shall be construed to bind the decision of the future legislative bodies of the City.
8. No separate legal entity is created by the terms of this Agreement.
9. The District and the City shall not subcontract, assign or transfer any rights or duties under this Agreement without prior written consent of the other party.
10. The provisions of this Agreement are severable, and should any provision herein be deemed void, voidable, unenforceable, or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
11. This Agreement shall stay in effect until the parties, or their assignees terminate the Agreement. This Agreement may be terminated by either Party for any or no reason upon fifteen (15) days written notice of termination. Both Parties agree that the terminating Party's election to terminate this Agreement will not be deemed a termination for default nor will it entitle the other Party to any rights or remedies provided by law or this Agreement for breach of contract by the terminating Party, or any other claim or cause of action.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(Signature Page to Follow)

DATED as of the day and year first written above.

MURRAY CITY CORPORATION

MURRAY CITY SCHOOL DISTRICT

Brett A. Hales, Mayor

Jennifer Covington, Superintendent

ATTEST:

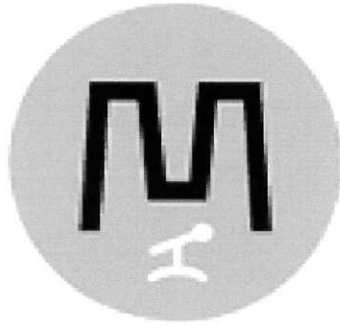
Brooke Smith, City Recorder

APPROVED AS TO FORM:

G.L. Critchfield, City Attorney

APPROVED AS TO CONTENT:

Kim Sorensen, Director, Murray City
Parks and Recreation Department



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment