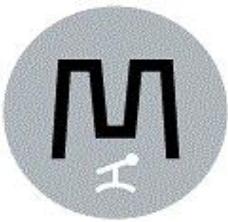




**MURRAY**  
CITY COUNCIL

# Council Meeting March 7, 2023



## Murray City Municipal Council Notice of Meeting

March 7, 2023

Murray City Center

5025 South State Street, Murray, Utah 84107

### Meeting Agenda

**4:45 p.m.** **Committee of the Whole** – Conference Room #107  
Garry Hrechkosy conducting

#### **Approval of Minutes**

Committee of the Whole – February 7, 2023

#### **Discussion Items**

1. Discussion on a resolution authorizing an Interlocal Agreement between the City and the Board of Education of the Murray City School District to provide for a ground lease of property owned by the Board of Education of the Murray City School District located at 166 East 5300 South. – G.L. Critchfield (10 minutes)
2. Discussion on a resolution authorizing an Interlocal Agreement between the City and the Board of Education of the Murray City School District regarding the conveyance by the City of real property on which the City will continue to own, operate, and maintain the Murray City Library. – G.L. Critchfield (20 minutes)
3. Discussion on a resolution approving the donation of City services and/or nonmonetary assistance to the Navajo Tribal Utility Authority's "Light Up Navajo" initiative project. – Blaine Haacke (15 minutes)
4. Report from the Boys and Girls Club. – Rosalba Dominguez and Amanda Hughes (30 minutes)

#### **Adjournment**

The public may view the Council Meeting via the live stream at [www.murraycitylive.com](http://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](mailto:city.council@murray.utah.gov). Comments are limited to less than three minutes (approximately 300 words for emails) and must include your name and address.

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

#### **Opening Ceremonies**

Call to Order

Pledge of Allegiance

#### **Approval of Minutes**

Council Meeting – February 21, 2023

#### **Special Recognition**

None scheduled.

### **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 sections 17.170.120, 17.170.140, AND 17.170.160 of the Murray City Municipal Code relating to the Murray City Center District (MCCD) Zone. Jared Hall presenting.

### **Business Items**

1. Consider a resolution approving an agreement between Murray City Corporation and Life Safety Inspection Vault LLC for the collection, organization, and storage of fire and life safety inspection reports. Joseph Mittelman and Steve Roberson presenting.
2. Consider a resolution approving an Interlocal Cooperation Agreement between the City, the Utah Community Action Head Start Program and Murray City School District ("District") to lease City property. Doug Hill presenting.
3. Consider a resolution approving an Interlocal Cooperation Agreement between the City and the Murray City School District ("District") for the license and access to a City Communication Tower. 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](http://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, March 3, 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](http://www.murray.utah.gov), and the state noticing website at <http://pmn.utah.gov>.



Jennifer Kennedy  
Council Executive Director  
Murray City Municipal Council



**MURRAY**  
CITY COUNCIL

# Committee of the Whole



MURRAY  
CITY COUNCIL

# Committee of the Whole Minutes

## MURRAY MUNICIPAL COUNCIL

### COMMITTEE OF THE WHOLE

#### Meeting Minutes

**Tuesday, February 7, 2023**

Murray City Center - 5025 South State Street, Conference Room, Murray, Utah 84107

#### **Attendance:**

##### Council Members and others:

Phil Markham – Vice Chair	District #1
Diane Turner	District #4
Pam Cotter	District #2
Rosalba Dominguez	District #3 – Arrived at 4:57 p.m.
Garry Hrechkosy – Chair	District #5

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administration
G.L. Critchfield	City Attorney	Russ Kakala	Public Works Director
Blaine Haacke	Power Department Manager	Brooke Smith	City Recorder
Tammy Kikuchi	Chief Communications Officer	Greg Bellon	Power Department
Joey Mittelman	Fire Department	Lynn Potter	Public Works Department
Jared Hall	CED Director	Brenda Moore	Finance Director
Isaac Zenger	IT	Clark Bullen	Citizen
Members	Murray Chamber of Commerce		

**Conducting:** Council Chair Hrechkosy called the meeting to order at 4:45 p.m.

**Approval of Minutes:** Committee of the Whole – January 10, 2023. Council Member Cotter moved to approve, and Council Member Markham seconded the motion. All in favor 4-0.

#### **Discussion Items:**

##### Reports from Interlocal Boards and Committee Reports:

- **TJL (TransJordan Landfill)** – Mr. Kakala said the design phase for building the new Sandy Transfer Station was 100% complete. Sandy City would need to approve the design and issue a building permit prior to construction. The forecast to complete the facility is about 18 months with a grand opening planned in August of 2024. He reported that after construction bids came in, they realized the original bond of \$24 million came up short \$6 million. The TJL board unanimously voted to move forward with construction despite the increase because due to tipping fee increases over the years there is revenue to cover the difference. Mr. Markham asked if any design features could be modified or eliminated to reduce the cost. Mr. Kakala said the project was a design build so they would look for other ways to cut costs moving forward. Trash received at the new Sandy station would be hauled to TJL until it closes ten years from now, then trucks would haul garbage to a new landfill in Elberta, Utah where the tipping fee would be the lowest in the Nation. The future benefit to the City is that local garbage trucks would have a shorter haul to the Sandy Transfer Station compared to the current distance they travel to TJL. Mr. Markham asked that a simulation video be sent to the Council to better understand the simple operation. Mr. Kakala said he would email a video to the Council.
- **NW (NeighborWorks)** – Mr. Hall said down payment assistance loans in 2022 totaled \$649,000. Loans ranged from \$30,000 to \$35,000 and the total value for home purchases was over \$7 million.

He clarified the City did not give NW \$649,000 to spend because much funding comes from outside sources. Most recently the City appropriated \$200,000 to NW and so far, this year six loans are awaiting approval. Ms. Turner asked the interest rate on a down payment assistance loan. Mr. Hall said 0% interest for five years, and loans were forgivable. Those who make below 80% of the area median income qualify and applications are approved on an as-need basis. As more cities become involved in NW the pool of funding grows larger. Other opportunities offered by NW are home improvement loans for existing homes and free financial credit counseling to help improve credit scores. Rake Your Heart Out and Paint Your Heart Out programs were again successful last year.

- **AMC (Association of Municipal Councils)** – Ms. Turner had nothing to report.
- **WFWRD (Wasatch Front Waste and Recycling District)** – Ms. Turner reported that the annual budget for 2023 was approved at the last board meeting in 2022.

As the new 2023 WFWRD representative, Mr. Markham said a \$2 fee increase was scheduled for January 1, 2023 for all WFWRD customers. Even with the increase it was still a great value for all services provided and the WFWRD rate was less than what the traditional part of Murray currently pays for recycling. The seasonal rental program called SCRAP would undergo reorganizing again to find better ways of administering the service which was higher in demand than anticipated.

- **Murray Chamber of Commerce** – Ms. Cotter described social and business events, various board meetings and ribbon cutting ceremonies she attended. She shared about fundraising activities, business luncheons and her association with the Murray Youth City Council and her help in organizing the new Spartan Closet at Murray High School.

As the new 2023 chamber representative, Ms. Dominguez said strengthening the relationship between the City and the Chamber would be the focus this year. That would happen by focusing more on existing local businesses, evaluating the City's business portfolio, and considering new resources and programs that would encourage new businesses to come to Murray. She expressed interest in helping Murray's youth to better understand both chamber of commerce functions and responsibilities of a city council.

**Finance and Administration Department Report.** – Ms. Moore discussed all divisions of her department which are finance, customer service and city recorder. Photos of staff members were shared, and she outlined each position and described its responsibilities. She reviewed functions of utility billing where staff ensures accuracy regarding billing processes, collections, and inquiries. Various customer service statistics were shared. Duties and functions of the city recorder's office and purchasing agent were outlined, as well as statistics about record keeping, special events, GRAMA requests and the number of passports issued this year.

**Legislative Update** – Ms. Cotter directed Council Members to visit page 12 of the Murray Journal, February 2023 edition to understand what Bills were ready to be considered and brought forth opening day of the 2023 General Session. She revealed bills that were pending, supported, or opposed by the ULCT (Utah League of Cities and Towns) and mentioned bills regarding public safety retirements, a Kidney Health Task Force, housing affordability, land use revisions and amendments for short-term rentals, first responder mental health and the transportation tax. Ms. Cotter said the status of proposed legislation was always changing during the Session and she would report back again with another update.

Mr. Critchfield confirmed it was premature to think that all bills proposed would move forward. He said with 36 bills presently proposed, the cost to cities would be \$55 million if all were fully implemented. Because the ULCT understood this they would work hard over the coming weeks to see various mandates reduced, by opposing specific bills. He said Murray would definitely see an increase in the \$10,000 monthly contribution paid to the Homeless Fund. The fund currently supports five cities that host homeless shelters, but now the plan is to bring that total up to ten cities with homeless shelters causing the increase. The hope is to get State funding as well to address a \$22 million deficit that currently exists to support five cities with existing homeless shelters.

**Review of increasing electrical energy costs** – Mr. Haacke discussed soaring energy prices and the probability of raising power rates. He said they need to act fast because natural gas prices would continue to rise. He recapped how the 2022 October power bill was normal, then natural gas prices went up significantly in November that required a budget opening of \$800,000 to use Power Fund reserves to meet the payment. The following December the power bill jumped to \$4.5 million which was much more than the \$1.8 million amount expected. He noted the highest power bill they have seen was approximately \$5.5 million which was in August of 2002.

Mr. Markham believed the situation had been coming for a long time and should not be a shock. Mr. Haacke agreed they did not order extra gas for the coming winter, because they did not anticipate the price for natural gas to climb from \$6 per dekatherm to \$60 per dekatherm. Mr. Haacke went on to explain that coal mining supply issues have affected every coal fired plant in the western United States due to current presidential decisions to close coal mines, stop natural gas drilling and fracking, and maintain a low natural gas reserve heading into this winter. In addition, coal production delays, coal transportation issues by train and truck from the Hunter coal plant and the Intermountain Power Plant in Delta, Utah, to the west coast has been challenging.

He said normally gas is generated and stockpiled during the summer for the coming winter, but due to the low supply of natural gas last summer and astronomical costs, that was not possible. Heading into this winter there was no stored gas available which impacted the whole situation. The department saved millions by calling back power from the Intermountain Power Agency last summer and they would exercise that option again this year. A graph was shown depicting the sky rocketing costs from July of 2017 to December of 2022, however, since December, the price for natural gas has reduced.

Mr. Markham noted the trend that past prices always declined after each high-cost peak, which meant relief was coming. Mr. Haacke argued that UAMPS (Utah Associated Municipal Power Systems) pricing indicated that energy would remain higher than usual for the next six months. For this reason they already ordered extra gas for all of next year and preordered for high and low load hours from UAMPS, even though the resource was higher than usual due to coal plant closures.

Mr. Haacke reviewed the previous recommendation to exercise a SCA (Supply Cost Adjustment) and then work towards a rate increase. However, due to a policy set by the Murray City Finance Department, he would now advise against the SCA, due to a \$700,000 per year limit. Because resolving this matter involves millions of dollars, they would rather pursue a rate modification or use reserves again.

Mr. Markham asked how Power Fund reserves were built up, if there was goal amount to reach, and could funding not be touched unless it was an emergency. Ms. Moore explained Power Fund reserves were

intended to pay for the Advanced Metering Infrastructure system, and to rebuild two substation transformers if damaged by an earthquake, which could cost \$1.5 million or more per station. Mr. Markham asked if there was a required limit for power reserves. Mayor Hales noted the City requires General Fund reserves to be maintained at 25%. Ms. Moore said the Power Department was debt free and that current power reserves were approximately 45% of the budget, that was equivalent to one annual budget, and they had \$8 million worth of projects scheduled.

Mr. Markham stressed that \$30 million was a lot of money and had concerns with public perception about implementing a rate increase when so much was already saved. He thought \$8 million in projects would still provide a great surplus. Ms. Moore said the cost to rebuild power infrastructure was very costly. Mr. Markham noted the City would be facing many other issues related to earthquake damage like streets, water, and sewer repairs also. Ms. Moore thought if \$15 million was set aside for repairs, the surplus would go quickly if spent on power purchases. Mr. Hrechkosy thought increasing the SCA limit would be more helpful than raising rates if the inflation situation was short-term. Mr. Markham agreed there must be other options to consider.

Mr. Hrechkosy asked about switching the existing flat rate charge to a tiering system, so customers would pay a higher rate when more energy was used, that occurs for Rocky Mountain Power customers. Mr. Haacke agreed many cities implement a two-tier billing system. Murray's residential flat rate in winter was 8.6 cents per kilowatt hour and did increase with more use during the summer. He went on to review the City's electrical rate history since 2008 and shared how other cities would respond to the volatile market comparatively by raising power rates as well. Mayor Hales commented that in December of 2022 the heating bill for the Park Center's indoor pool jumped from \$25,000 to \$100,000.

Mr. Haacke said they could wait several months and see if prices come down before making a decision, or increase power rates to all customer classes soon, or increase rates conservatively and reevaluate the situation in July or August. He would not adjust rates this the summer. He said a power rate study would be conducted and completed by the first part of March, so they would wait for those results furthering recommendations. In addition they could adjust the SCA threshold upward because he felt average resource costs would remain high for some time.

Ms. Turner thought the SCA was too risky to exercise at this time. She thought the tier rate would be more effective year-round, which would put more responsibility on citizens.

Ms. Dominguez asked about reviewing the City's contracts regarding landfill energy production and asked if the City could call back power normally sold to California. Mr. Haacke said the two landfills only provided 8% of the City's portfolio and was the most expensive resource we have. Ms. Dominguez said with a \$45 million power bill, renegotiating that amount might provide immediate energy to the City. Mr. Haacke agreed they could look at that. He would return to the Council after the rate study was complete for further discussion of a rate increase proposal.

**Adjournment:** 6:21 p.m.

**Pattie Johnson**  
**Council Office Administrator III**



MURRAY  
CITY COUNCIL

# Discussion Items



MURRAY  
CITY COUNCIL

# Discussion Item #1



**MURRAY**

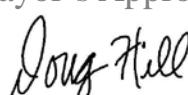
## **Mayor's Office**

### **Murray School District - Library property discussion**

#### **Council Action Request**

#### **Committee of the Whole**

Meeting Date: March 7, 2023

<p>Department Director G.L. Critchfield</p> <p>Phone # 801-264-2640</p> <p>Presenters G.L. Critchfield</p>	<p><b>Purpose of Proposal</b> Discuss Conveyance of Property from City (Library) to School District ("District"); and discuss ground lease going forward</p> <p><b>Action Requested</b> Discuss conveying ownership of library property back to District and entering ground lease.</p> <p><b>Attachments</b> 1. Map of Property; 2. Resolutions; 3. Agreements to transfer ownership and to enter into ground lease; 4. QC Deed</p> <p><b>Budget Impact</b> N/A</p>
<p>Required Time for Presentation 10 Minutes</p> <p>Is This Time Sensitive No</p> <p>Mayor's Approval </p> <p>Date</p>	<p><b>Description:</b> In 1990, the District agreed to lease to the City the ground where the library currently stands.</p> <p>The City issued bonds to pay for the construction of the library building. In order to secure the bond payments, the City requested title to the property. The District agreed to temporarily transfer title to the land to the City. Once the bonds were paid off the City was obligated to transfer the property back to the District.</p>

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

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE BOARD OF EDUCATION OF THE MURRAY CITY SCHOOL DISTRICT TO PROVIDE FOR A GROUND LEASE OF PROPERTY OWNED BY THE BOARD OF EDUCATION OF THE MURRAY CITY SCHOOL DISTRICT LOCATED AT 166 EAST 5300 SOUTH STREET.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the Board of Education of the Murray City School District (the "District") has exercised an Option to Purchase from City the ground located at approximately 166 East 5300 South Street, Murray, Salt Lake County, Utah ("Property"); and

WHEREAS, the City and the District agreed in that certain unrecorded Agreement, dated December 4, 1991, that the District may acquire the Property from City through the exercise of that Option to Purchase subject to a long-term Lease Agreement with City for the continued ownership, operation, and maintenance of City's public library (the "Library") and all associated improvements at said location; and

WHEREAS, the City desires to lease the Property from the District for the continued ownership, operation and maintenance of the Library building and associated improvements; and

WHEREAS, title to all improvements shall be and remain in City and are excluded from this transaction including but not limited to the building and all appurtenances thereto, including but not limited to all pavement, accessways, curb cuts, parking, drainage system and facilities, landscaping, and utility facilities and connections for sewer, water, electricity, telephone, and natural gas, cable and fiber connections, and personal property and fixtures; and

WHEREAS, the attached Ground Lease Agreement has been prepared to accomplish such purpose.

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

1. It hereby approves a Ground Lease Agreement between the City and the Board of Education of the Murray City School District in substantially the form attached as Exhibit A; and

2. The Ground Lease Agreement is in the best interest of the City and will allow for the continued ownership, operation and maintenance of the Murray City Library and related improvements by the City; and
3. Mayor Brett A. Hales is hereby authorized to execute the Ground Lease Agreement on behalf of Murray City Corporation and to act in accordance with its terms.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

ATTEST:

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Brooke Smith, City Recorder

**EXHIBIT “A”**

*GROUND LEASE AGREEMENT*

GROUND LEASE AGREEMENT BETWEEN MURRAY CITY AND THE  
BOARD OF EDUCATION OF THE MURRAY CITY SCHOOL  
DISTRICT FOR THE MURRAY CITY PUBLIC LIBRARY  
*Located At Approximately 166 East 5300 South*

THIS GROUND LEASE AGREEMENT ("Lease Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between MURRAY CITY CORPORATION, a Utah Municipal Corporation (the "City"), and THE BOARD OF EDUCATION OF THE MURRAY CITY SCHOOL DISTRICT, a body politic of the State of Utah, (the "District").

RECITALS

A. WHEREAS, District has exercised an Option to Purchase from City the ground located at approximately 166 East 5300 South Street, Murray, Salt Lake County, Utah ("Property"); and

B. WHEREAS, City and District agreed in that certain unrecorded Agreement, dated December 4, 1991, that District may acquire the Property from City through the exercise of that Option to Purchase subject to a long-term Ground Lease Agreement with City for the continued ownership, operation, and maintenance of City's public library (the "Library") and all associated improvements at said location; and

C. WHEREAS, City desires to lease the Property from District for the continued ownership, operation and maintenance of City's public library building and improvements; and

D. WHEREAS, title to all improvements shall be and remain in City and are excluded from this transaction including but not limited to the building and all appurtenances thereto, including but not limited to all pavement, accessways, curb cuts, parking, drainage system and facilities, landscaping, and utility facilities and connections for sewer, water, electricity, telephone, and natural gas, cable and fiber connections, and personal property and fixtures; and

E. WHEREAS, pursuant to provisions of a resolution dated March 21, 2023, the City Council has authorized and approved the execution of this Ground Lease.

NOW, THEREFORE, based on the mutual covenants and conditions contained herein, it is agreed by and between the parties as follows:

AGREEMENT

1. Subject only to the provisions of Paragraph 9, the District hereby leases to City, and City hereby leases from District, for City's sole and exclusive use, for an initial term ending at 11:59 p.m. on December 4, 2041, the following described parcel of ground:

[NOTE: This description includes the area of the Library Building and Library Parking Lot]

BEGINNING AT A POINT SOUTH 89°52'45" EAST ALONG THE MONUMENT LINE OF 5300 SOUTH STREET 433.86 FEET AND SOUTH 00°06'11" EAST 317.40 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID 5300 SOUTH STREET AND STATE STREET, SAID POINT ALSO BEING NORTH 745.77 FEET, MORE OR LESS, AND EAST 1261.27 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°06'11" WEST 284.40 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 5300 SOUTH STREET, AS MONUMENTED; THENCE SOUTH 89°52'45" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 301.62 FEET; THENCE SOUTH 283.79 FEET; THENCE NORTH 89°59'45" WEST 301.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 85,615 SQ. FT. OR 1.965 ACRES

2. This Ground Lease Agreement shall commence on its Effective Date.

3. Throughout the term of this Ground Lease Agreement, and any renewal term thereafter, title to any building or buildings or other improvements constructed by or at the direction of City on the Property shall remain with City. Improvements include but are not limited to the building and all appurtenances thereto, including but not limited to all pavement, accessways, curb cuts, parking, drainage system and facilities, landscaping, and utility facilities and connections for sewer, water, electricity, telephone, and natural gas, cable and fiber connections, and personal property and fixtures.

4. City agrees to pay to District the rent for the Property in the amount of one dollar (\$1.00) per year, for a total sum of **TWENTY DOLLARS (\$20.00)** for the initial term. The total sum shall be due and payable within thirty (30) days after the execution of this lease.

5. City is granted the exclusive non-transferable right to build, construct or reconstruct, and otherwise improve or renovate said parcel of land with the intended purpose of the lease being the ownership, operation, and maintenance of a building and improvements used for the Library and Library related purposes. The Property and improvements shall be used solely as a public library and library educational facility, including without limitation, areas for public and educational uses, areas for staff use only, and areas for storage, processing support or ancillary uses, including without limitation storing, processing and accessing materials and information of any medium or technology and related equipment to serve this library facility, and for library administration and administrative offices, and for any or all of the foregoing, and for related community services and events commonly conducted in a public library or library educational facility.

6. The City may construct library related buildings and other library related improvements within the Property, together with additions, renovations, alterations, or replacements thereof or improvements thereto, and may demolish or remove any then-

existing buildings or improvements from time-to-time, provided that the City constructs or reconstructs any then-existing or new buildings and improvements, including replacements or reconstructions thereof.

7. This Ground Lease Agreement shall be automatically renewed by and between the parties for an additional fifty (50) years, ending at 11:59 p.m. on December 4, 2091, unless the parties hereto terminate the agreement pursuant to paragraph 11 of this Ground Lease Agreement. City agrees to pay the sum of \$1.00 per year, for a total sum of **FIFTY DOLLARS** (\$50.00), as payment for lease of said Property for the renewal term. The total sum shall be due and payable within thirty (30) days after December 4, 2041. The terms of this Ground Lease Agreement and any amendments to it, will continue to apply during the renewal term.

8. City is granted the exclusive right to utilize said Property without interference or direction from District subject only to the provisions of Paragraph 9. District further grants to City a nonexclusive right of way for ingress and egress for a parking lot. Said property to be utilized for said Ingress and Egress and Parking is described as follows:

[NOTE: This description includes only the Library Parking Lot]

BEGINNING AT A POINT SOUTH 89°52'45" EAST ALONG THE MONUMENT LINE OF 5300 SOUTH STREET 433.86 FEET AND SOUTH 00°06'11" EAST 317.40 FEET AND SOUTH 89°59'45" EAST 175.00 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID 5300 SOUTH STREET AND STATE STREET, SAID POINT ALSO BEING NORTH 745.77 FEET, MORE OR LESS, AND EAST 1261.27 FEET, AND SOUTH 89°59'45" EAST 175.00 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°06'11" WEST 284.05 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 5300 SOUTH STREET, AS MONUMENTED; THENCE SOUTH 89°52'45" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 126.62 FEET; THENCE SOUTH 283.79 FEET; THENCE NORTH 89°59'45" WEST 126.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 35,877 SQ. FT. OR 0.824 ACRES

9. District covenants that said parking lot shall be open for pedestrian and vehicle utilization seven days a week, with the exception of such days as may be declared, public holidays, and/or for routine repair and maintenance of said parking lot. Said parking lot, however, may be closed after 10:00 p.m. on each and every business day until 7:00 a.m. the following day. City and District understand and agree that certain school and library functions and events may over utilize designated parking areas. Such usage is expected and both parties to this Ground Lease Agreement shall use their best efforts to cooperate to meet each others specific needs. Notwithstanding provisions to the contrary, District and City shall have the right to utilize parking on the Hillcrest Junior High school property and described library parcel during such times of special events.

10. It is expressly agreed and understood that City shall hold the District harmless, and shall defend the District from any and all damage, injury, claim, suit, accident, law, and equity which may be brought against the District which may arise out of the improvement or use of the Property as described in paragraph 1 herein.

11. This Ground Lease Agreement may be terminated by the parties after the expiration of the initial term as provided for in paragraph 1, provided the written notice is served upon the parties at least five years prior to the expiration of said initial term. If said Ground Lease Agreement is terminated by District, District shall compensate City for the improvements constructed on said leased premises at the fair market value of said improvements as determined on the date of termination of said lease. In the event that City elects to terminate this lease as provided herein, District shall not be required to compensate City for such improvements.

12. It is expressly understood that the operation, management, and control of said library facilities is exclusively reserved to the City.

13. This Ground Lease Agreement or the use and administration of the Library shall not be assigned without the prior written consent and approval of the parties.

14. In the event of default of one of the parties hereto, it is agreed that the non-defaulting party shall be entitled to reasonable attorney's fees and all costs of court incurred in the enforcement of this Ground Lease Agreement.

*(Signature Page to Follow)*

DATED as of the EFFECTIVE DATE above.

MURRAY CITY CORPORATION

THE BOARD OF EDUCATION OF THE  
MURRAY CITY SCHOOL DISTRICT

---

Brett A. Hales, Mayor

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

ATTEST:

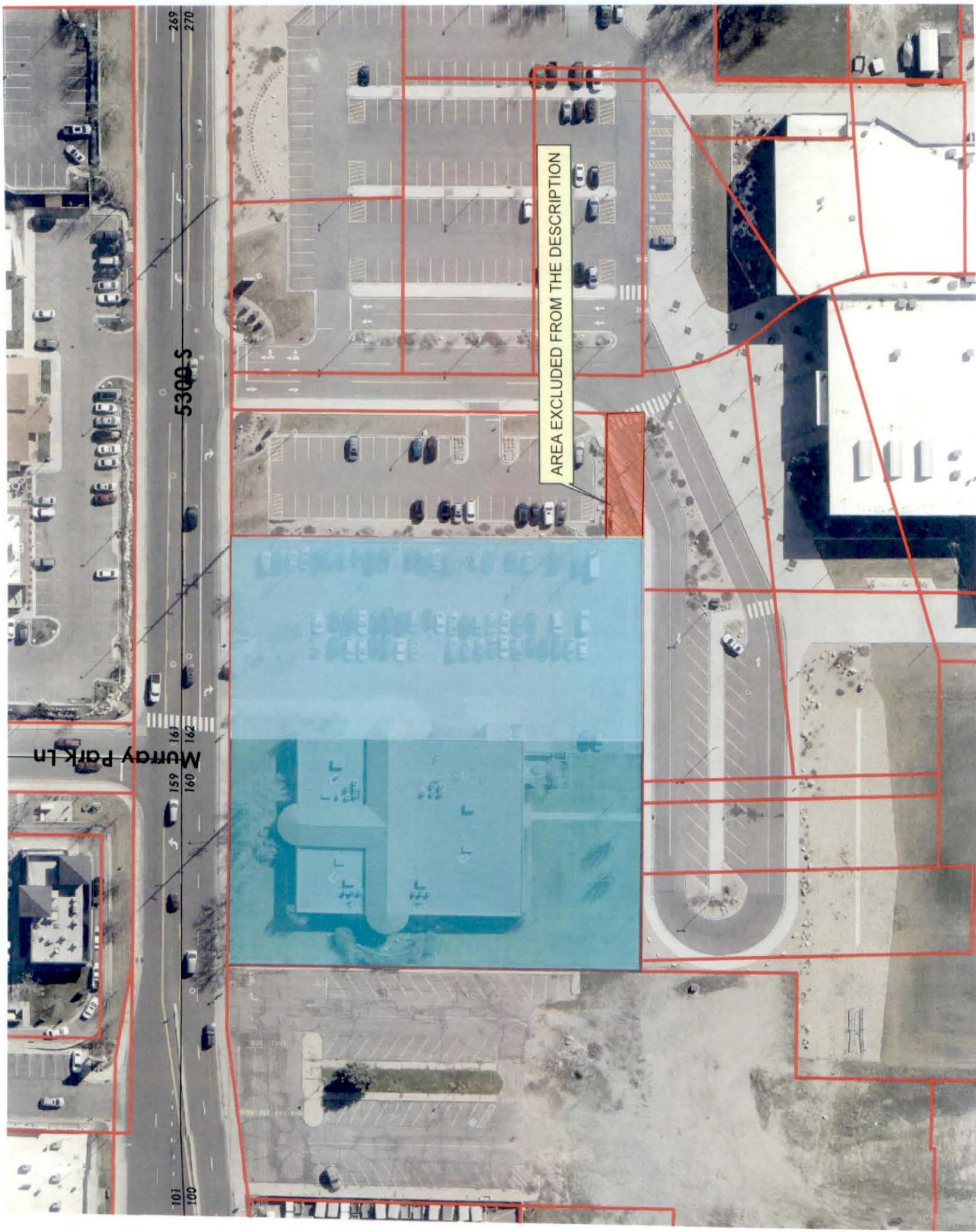
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Brooke Smith, City Recorder

APPROVED AS TO FORM

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City Attorney





MURRAY  
CITY COUNCIL

# Discussion Item #2



**MURRAY**

## **MAYOR'S OFFICE**

### **Murray School District - Library property discussion**

#### **Council Action Request**

#### **Committee of the Whole**

Meeting Date: February 7, 2023

Department	Purpose of Proposal
Director	Discuss Conveyance of Property from City (Library) to School District ("District"); and discuss ground lease going forward
G.L. Critchfield	
Phone #	Action Requested
801-264-2640	Discuss conveying ownership of library property back to District and entering ground lease.
Presenters	Attachments
G.L. Critchfield	1. Map of Property; 2. Resolutions; 3. Agreements to transfer ownership and to enter into ground lease; 4. QC Deed
Required Time for Presentation	Budget Impact
10 Minutes	N/A
Is This Time Sensitive	Description of this Item
No	In 1990, the District agreed to lease to the City the ground where the library currently stands.
Mayor's Approval	
	
Date	The City issued bonds to pay for the construction of the library building. In order to secure the bond payments, the City requested title to the property. The District agreed to temporarily transfer title to the land to the City. Once the bonds were paid off the City was obligated to transfer the property back to the District.

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

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE BOARD OF EDUCATION OF THE MURRAY CITY SCHOOL DISTRICT REGARDING THE CONVEYANCE BY THE CITY OF REAL PROPERTY ON WHICH THE CITY WILL CONTINUE TO OWN, OPERATE AND MAINTAIN THE MURRAY CITY LIBRARY.

WHEREAS, UTAH CODE ANN. Section 11-13-202 and other provisions of the Interlocal Cooperation Act (see UTAH CODE ANN. 11-13-101 et seq.) ("Act") provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, Section 11-13-214 of the Act provides that a public agency may convey property to another public agency for consideration as may be agreed upon; and

WHEREAS, Murray City (the "City") and the Board of Education of the Murray City School District (the "District") are public agencies for purposes of the Act; and

WHEREAS, the City is the owner of real property located at approximately 166 East 5300 South Street, Murray, Salt Lake County, Utah (the "Property") where the City has constructed, improved, owned, operated, and maintained a public library ("Library") for almost 30 years; and

WHEREAS, the City acquired the property from the District in December of 1991 to facilitate the financing of the construction of the Library; and

WHEREAS, the City and District contemplated that upon the satisfaction of the financing, the Property could be reacquired by the District, subject to a long-term lease with the City for the continued ownership, operation, and maintenance of the Library; and

WHEREAS, the City's financing has been satisfied and the District now desires to reacquire the Property, subject to a separate long-term lease with the City; and

WHEREAS, the City will continue to own, operate, and maintain the Library;

WHEREAS, an Interlocal Agreement between the City and the District for the sale of the Property has been prepared to accomplish such purpose.

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

1. It hereby approves an Interlocal Cooperation Agreement between the City and the District, in substantially the form attached as Exhibit "A".

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

MURRAY CITY MUNICIPAL COUNCIL

---

Garry Hrechkosy, Chair

ATTEST:

---

Brooke Smith, City Recorder

**EXHIBIT "A"**

*INTERLOCAL COOPERATION AGREEMENT*

After recording return to:

Murray City Corporation  
5025 South State Street  
Murray, UT 84107

Parcel No. **22-07-377-028**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MURRAY  
CITY CORPORATION AND THE BOARD OF EDUCATION OF THE  
MURRAY CITY SCHOOL DISTRICT**

*For Sale of Property Located at 166 East 5300 South*

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between MURRAY CITY CORPORATION, a Utah municipal corporation (the "City") and THE BOARD OF EDUCATION OF THE MURRAY CITY SCHOOL DISTRICT, a body politic of the State of Utah (the "District").

**RECITALS**

WHEREAS, UTAH CODE ANN. Section 11-13-202 and other provisions of the Interlocal Cooperation Act (see UTAH CODE ANN. 11-13-101 *et seq.*) ("Act") provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

WHEREAS, Section 11-13-214 of the Act provides that a public agency may convey property to another public agency for consideration as may be agreed upon; and

WHEREAS, the City and District are public agencies for purposes of the Act; and

WHEREAS, the City is the owner of real property located at approximately 166 East 5300 South Street, Murray, Salt Lake County, Utah, and more particularly described at Exhibit "A" ("Property") where the City has constructed, improved, owned, operated, and maintained a public library ("Library") for almost 30 years; and

WHEREAS, the City acquired the Property from the District in December of 1991 to facilitate the financing of the construction of the Library; and

WHEREAS, the City and District contemplated that upon the satisfaction of the financing, the Property could be reacquired by District, subject to a long-term lease with the City for the continued ownership, operation, and maintenance of the Library; and

WHEREAS, the City's financing has been satisfied and the District now desires to reacquire the Property, subject to a long-term lease with the City; and

WHEREAS, all improvements are excluded from this transaction including but not limited to the building and all appurtenances thereto, including but not limited to all pavement, accessways, curb cuts, parking, drainage system and facilities, landscaping, and utility facilities and connections for sanitary sewer, potable water, electricity, telephone and natural gas, cable connections, and personal property and fixtures; and

WHEREAS, pursuant to provisions of a resolution dated February 21, 2023, the City Council has authorized and approved the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual obligations of the City and the District contained in this Agreement, the City and the District hereby agree as follows:

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

**Section 1. Agreement of Sale and Purchase.** City hereby agrees to sell, transfer and convey, and District hereby agrees to purchase and accept title to the Property, excluding therefrom all improvements including but not limited to the building and all appurtenances thereto, including but not limited to all pavement, accessways, curb cuts, parking, drainage system and facilities, landscaping, and utility facilities and connections for sanitary sewer, potable water, electricity, telephone and natural gas, cable and fiber connections, and personal property and fixtures.

**Section 2. Deed.** Contemporaneous with the execution of this Agreement, the City will convey to the District by Quit Claim Deed the Property described on Exhibit "A." The District shall pay the sum of **Fifty Dollars (\$50.00)**. All costs associated with the conveyance of the Property shall be paid by the District, including, but not limited to, closing costs, recording fees, title insurance, survey and engineering costs, environmental audit costs and any legal fees of the District.

**Section 3. Use After Closing.** Upon Closing of the purchase of the Property, District shall lease to City and City shall lease from District the Property in substantially the same form of the Ground Lease Agreement attached hereto as Exhibit "B."

**Section 4. Termination of Security Agreement.** District will join the City in executing any necessary documents to terminate the Security Agreement granted and executed pursuant to Paragraph 5 of that certain unrecorded Agreement between City and District, dated December 4, 1991.

**Section 5. Parking.** The Parties covenant that the parking lot constructed for the use by the Library shall be open for pedestrian and vehicle utilization seven (7) days a week, with the exception of such days as may be declared public holidays, and/or for routine repair and maintenance of said parking lots. Said lot, however, may be closed after 10:00 o'clock p.m. on each and every business day until 7:00 o'clock a.m. the following day. The City and the District understand and agree that certain school and

library functions and events may over utilize designated parking areas. Such usage is expected and both parties to this Agreement shall use their best efforts to cooperate to meet each other's specific needs.

**Section 6. Indemnification.** This Agreement is intended to be interpreted so as to convey to City and District all of the protections from liability provided by UTAH CODE ANN. Section 57-14-1 *et seq.*, as amended through the applicable date of reference or any other applicable law that provides immunity or limitation of liability. City must indemnify District against all losses and litigation expenses resulting from property damage and/or personal injuries that occur or are alleged to occur as a result of City's continued ownership, operation, and maintenance of the Library, except to the extent caused by the negligent or wrongful acts or omissions of District. "Losses" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense. "Litigation expense" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or indemnification under this Agreement including in each case, attorneys' fees, other professionals' fees, and disbursements.

**Section 7. Escrow Closing.** The closing of the purchase and sale of the Property shall take place at the office of District's escrow agent. On or before the closing date, District and City shall deposit in escrow with the escrow agent all instruments, documents, and monies, and closing instructions necessary to complete the transaction in accordance with this Agreement. The escrow agent's closing fees shall be paid by District. District shall pay for any title insurance desired by District. District shall pay the escrow fees of the escrow agent.

**Section 8. Additional Act Provisions.** In compliance with the requirements of the Act and other applicable law:

- (a) **No Separate Entity.** The parties agree that they do not by this Agreement create an interlocal entity.
- (b) **Financing and Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- (c) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the City and District in accordance with UTAH CODE ANN. Section 11-13-202.5.
- (d) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of the records of each party pursuant to UTAH CODE ANN. Section 11-13-209.

**Section 9. General Provisions.** The following provisions are also integral parts of this Agreement:

- (a) ***Binding Agreement.*** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties.
- (b) ***Captions.*** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
- (c) ***Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- (d) ***Severability.*** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.
- (e) ***Waiver of Breach.*** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.
- (f) ***Amendment.*** This Agreement may not be modified except by an instrument in writing signed by the parties.
- (g) ***Time of Essence.*** Time is of the essence in this Agreement.
- (h) ***Interpretation.*** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the State of Utah.
- (i) ***Notice.*** Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received:
  - (i) Upon personal delivery or actual receipt thereof; or
  - (ii) Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses:

District

Murray City School District  
5102 South Commerce Drive

Murray, UT 84107  
Attention: Superintendent

with a copy to: President, Board of Education of the Murray City School District at his or her then current residence address.

City Murray City Corporation  
5025 South State Street  
Murray, UT 84107  
Attention: Mayor

Library Board Board of Trustees of the Murray City Public Library  
166 East 5300 South  
Murray, UT 84107

(j) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

(k) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. Section 63G-7-101 *et seq.* ("Immunity Act"). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for the wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.

(l) Ethical Standards. The parties represent that they have not:

(i) Provided an illegal gift or payoff to any officer, employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party; or

(ii) Retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; or

(iii) Breached any ethical standards set forth in State statute or City ordinance; or (iv) knowingly influenced, and hereby certify that they

will not knowingly influence, any officer or employee to breach any of the ethical standards set forth in the State statute or City ordinances.

**Section 10. Additional Acts.** Each party agrees to take such other actions and to execute and deliver such further documents as may be reasonably required to consummate this transaction, and to afford each other reasonable cooperation towards that end.

IN WITNESS WHEREOF, City, by Resolution duly adopted by its City Council, a copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its City Recorder; and District, by formal Board of Education action, a copy of which is attached hereto, authorized the execution of this Agreement.

[Signature pages follow.]

MURRAY CITY CORPORATION

---

Brett A. Hales, Mayor

ATTEST:

---

Brooke Smith, City Recorder

STATE OF UTAH                    )  
    : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of  
\_\_\_\_\_, 2023 by Brett A. Hales and Brooke Smith as the Mayor and the Recorder,  
respectively, of Murray City, a municipality and political subdivision of the State of Utah.

---

NOTARY PUBLIC  
Residing in Salt Lake County

Approved and reviewed as to proper form and  
compliance with applicable law:

---

G.L. Critchfield, Murray City Attorney  
Date: February 21, 2023

THE BOARD OF EDUCATION OF THE  
MURRAY CITY SCHOOL DISTRICT

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

ATTEST:

---

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of  
\_\_\_\_\_, 2023 by \_\_\_\_\_ and \_\_\_\_\_  
as the \_\_\_\_\_ and the \_\_\_\_\_, respectively, of The Board of  
Education of the Murray City School District, a body politic of the State of Utah.

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NOTARY PUBLIC  
Residing in Salt Lake County

Approved and reviewed as to proper form and  
compliance with applicable law:

---

District Attorney  
Date:

EXHIBIT "A"  
*Legal Description of the Property*

## **OVERALL CURRENT LIBRARY PARCEL**

[NOTE: This description includes the entire property, including a small pan-handle area to go back to the District]

BEGINNING AT A POINT SOUTH 89°52'45" EAST ALONG THE MONUMENT LINE OF 5300 SOUTH STREET 433.86 FEET AND SOUTH 00°06'11" EAST 317.40 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID 5300 SOUTH STREET AND STATE STREET, SAID POINT ALSO BEING NORTH 745.77 FEET (747.76 FEET BY DEED), MORE OR LESS, AND EAST 1261.27 FEET (1261.38 FEET BY DEED), MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°06'11" WEST 284.40 FEET (NORTH 00°02'05" EAST 283.80 FEET BY DEED) TO THE SOUTHERLY RIGHT OF WAY LINE OF 5300 SOUTH STREET, AS MONUMENTED; THENCE SOUTH 89°52'45" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 301.62 FEET (SOUTH 89°40'10" EAST 301.74 FEET BY DEED); THENCE SOUTH 260.38 FEET (260.73 FEET BY DEED); THENCE SOUTH 89°53'00" EAST 90.32 FEET (NORTH 89°34'17" EAST 90.00 FEET BY DEED) TO THE WESTERLY RIGHT OF WAY LINE OF HILLSIDE DRIVE; THENCE SOUTH 00°00'15" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 23.23 FEET (SOUTH 22.79 FEET BY DEED); THENCE NORTH 89°59'45" WEST 391.42 FEET (WEST 391.91 FEET BY DEED) TO THE POINT OF BEGINNING.

CONTAINS 87,720 SQ. FT. OR 2.014 ACRES

EXHIBIT "B"  
*Ground Lease Agreement*

EXHIBIT "C"  
*Resolution of Murray City Council*

EXHIBIT "D"

*Resolution of Board of Education of the Murray City School District*

After recording, return to:  
City Attorney's Office  
Murray City Corporation  
5025 South State Street, Suite 106  
Murray, UT 84107

Affected Parcel: **22-07-377-028**

QUIT-CLAIM DEED

MURRAY CITY CORPORATION, a political subdivision of the State of Utah, Grantor, hereby QUIT-CLAIMS to THE BOARD OF EDUCATION OF THE MURRAY CITY SCHOOL DISTRICT, a body politic of the State of Utah, Grantee, for the sum of FIFTY DOLLARS (\$50.00) and other good and valuable consideration the following described tract of land in Salt Lake County, State of Utah:

*[NOTE: This description includes the entire property, including a small pan-handle area to go back to the District]*

BEGINNING AT A POINT SOUTH 89°52'45" EAST ALONG THE MONUMENT LINE OF 5300 SOUTH STREET 433.86 FEET AND SOUTH 00°06'11" EAST 317.40 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID 5300 SOUTH STREET AND STATE STREET, SAID POINT ALSO BEING NORTH 745.77 FEET (747.76 FEET BY DEED), MORE OR LESS, AND EAST 1261.27 FEET (1261.38 FEET BY DEED), MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°06'11" WEST 284.40 FEET (NORTH 00°02'05" EAST 283.80 FEET BY DEED) TO THE SOUTHERLY RIGHT OF WAY LINE OF 5300 SOUTH STREET, AS MONUMENTED; THENCE SOUTH 89°52'45" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 301.62 FEET (SOUTH 89°40'10" EAST 301.74 FEET BY DEED); THENCE SOUTH 260.38 FEET (260.73 FEET BY DEED); THENCE SOUTH 89°53'00" EAST 90.32 FEET (NORTH 89°34'17" EAST 90.00 FEET BY DEED) TO THE WESTERLY RIGHT OF WAY LINE OF HILLSIDE DRIVE; THENCE SOUTH 00°00'15" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 23.23 FEET (SOUTH 22.79 FEET BY DEED); THENCE NORTH 89°59'45" WEST 391.42 FEET (WEST 391.91 FEET BY DEED) TO THE POINT OF BEGINNING.

CONTAINS 87,720 SQ. FT. OR 2.014 ACRES

Witness the hand of said Grantor, this \_\_\_\_ day of \_\_\_\_\_, 2023.

MURRAY CITY CORPORATION

By: \_\_\_\_\_  
Brett A. Hales, Mayor

ATTEST:

---

Brooke Smith, City Recorder

STATE OF UTAH              )  
                                  : ss.  
COUNTY OF SALT LAKE      )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me Brett A. Hales, as Mayor of MURRAY CITY CORPORATION, known or identified to me to be the person who executed the instrument on behalf of said municipality, and acknowledged to me that said municipality executed the same.

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Notary Public  
Residing: \_\_\_\_\_

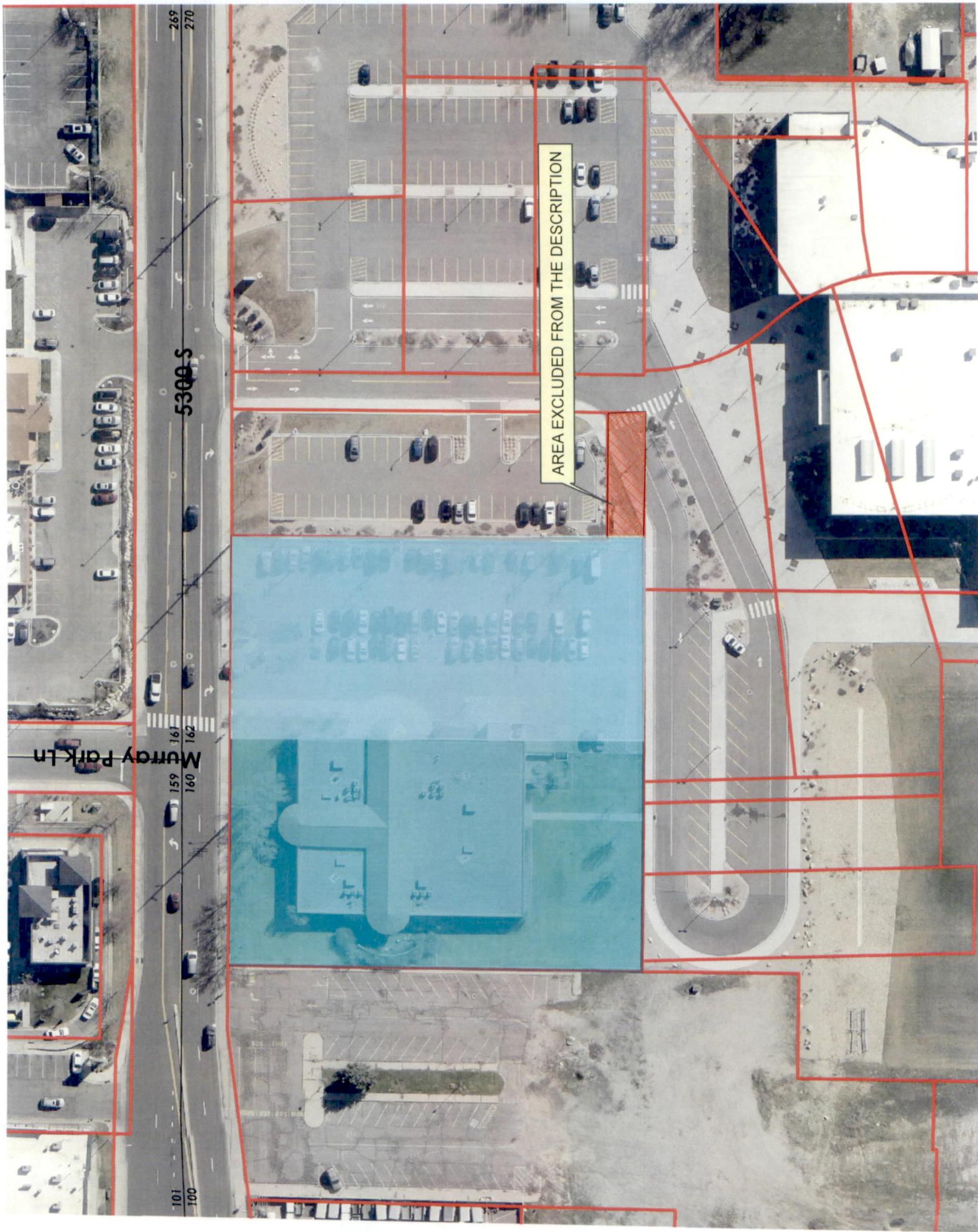
(SEAL)

APPROVED AS TO FORM:

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Murray City Attorney's Office







MURRAY  
CITY COUNCIL

# Discussion Item #3



**MURRAY**

**Council Action Request**

# Power Department

## Navajo Tribal Utility Project

**Committee of the Whole** Meeting

Date: March 7, 2023

<b>Department</b> <b>Director</b> Blaine Haacke	<b>Purpose of Proposal</b> Send Power Department employees to the 4 Corners area to help install power for the Navajo Nation/ June 17-24, 2023.
<b>Phone #</b> 801-264-2715	<b>Action Requested</b> Inform the council for recommendation / approval
<b>Presenters</b> Blaine Haacke Bruce Turner	<b>Attachments</b>
	<b>Budget Impact</b> See below (2nd page) for cost estimates.
<b>Required Time for Presentation</b> 15 Minutes	<b>Description of this Item</b> Public Hearing/Resolution  We are proposing to send a group of line personnel to the Navajo Nation in and around the 4 Corners area. The group would consist of 5 workers (1 line crew supervisor and 4 apprentices). They would leave on June 17th and work for six days and return on June 24th. They will be taking a Murray City Power line truck, a bucket truck, and a crew truck.
<b>Is This Time Sensitive</b> No	
<b>Mayor's Approval</b>  	
<b>Date</b> February 17, 2023	

**Continued from Page 1:**

Estimated Cost:

Five-man crew 40 hours/6 days

Five-man crew 24 hours/6 days overtime \$30,600.00

Line Truck, bucket truck, crew truck \$ 7,500.00

Per diem \$ 3,000.00

Total estimated cost: \$41,100.00

# Murray City Corporation

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 21<sup>st</sup> day of March, 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 a proposed resolution which would authorize the City's Power Department to provide volunteers and the donation of services and nonmonetary assistance to the Navajo Tribal Utility Authority to aid in a project to construct electrical infrastructure for Navajo Nation homes which do not have electricity.

DATED this 24<sup>th</sup> day of February 2023.



MURRAY CITY CORPORATION

A handwritten signature in black ink that reads "Brooke Smith".

Brooke Smith  
City Recorder

Date of Publication: March 6, 2023  
PH23-03

Post:

1. in at least three conspicuous places within the City; and
2. on the Utah Public Notice website.

UCA Section 10-8-2(a)(v).

RESOLUTION NO. R23-

A RESOLUTION APPROVING THE DONATION OF CITY SERVICES AND/OR NONMONETARY ASSISTANCE TO THE NAVAJO TRIBAL UTILITY AUTHORITY'S "LIGHT UP NAVAJO" INITIATIVE PROJECT

WHEREAS, in accordance with section 10-8-2 of the Utah Code the City Council may authorize municipal services and/or nonmonetary assistance to be provided to nonprofit entities regardless of whether the City receives consideration in return; and

WHEREAS, the Navajo Nation is the largest Native American territory in the United States. Among the 55,000 homes located on the 27,000 square mile reservation, about 15,000 do not have electricity; and

WHEREAS, the Navajo Tribal Utility Authority (NTUA), a nonprofit entity created by the Navajo Nation, has launched the "Light Up Navajo" initiative (the "Initiative"), in which it is seeking volunteer crews and in-kind donations of expert labor and the use of power truck equipment in order to help expedite electrification projects within the Navajo Nation; and

WHEREAS, under the Initiative, volunteer crews would be working with NTUA crews to help build electric lines to serve homes for the first time; and

WHEREAS, the American Public Power Association (APPA) has asked member utilities to assist with the Initiative and is helping to approve volunteer registrations; and

WHEREAS, as a member of the APPA, the City wants to be responsive and assist the NTUA with the Initiative by (1) providing a crew, (2) paying the crew a per diem, and (3) covering the cost of transporting the power trucks to and from the Navajo Nation; and

WHEREAS, the NTUA will provide all materials for the electrification projects, as well as food and lodging for City crews; and

WHEREAS, City crews would volunteer in the Navajo Nation from June 17, 2023 through June 24, 2023; and

WHEREAS, pursuant to section 10-8-2 of the Utah Code, the City Council held a public hearing on March 21, 2023 to receive and consider public comment on the City's proposed donations to assist with the Initiative;

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

1. It hereby approves and authorizes the donation of City services and/or monetary assistance to the NTUA in support of the Light Up Navajo initiative.

2. It authorizes the Mayor to execute any documents required to implement the City's participation in the Initiative.

DATED this    day of March, 2023.

MURRAY CITY MUNICIPAL COUNCIL

---

Garry Hrechkosy, Chair

ATTEST

---

Brooke Smith, City Recorder



MURRAY  
CITY COUNCIL

# Discussion Item #4



# City Council

## Boys and Girls Club Report

**MURRAY**

### Council Action Request

**Committee of the Whole**

Meeting Date: March 7, 2023

<b>Department Director</b> Jennifer Kennedy	<b>Purpose of Proposal</b> Presentation from the Boys and Girls Club
<b>Phone #</b> 801-264-2622	<b>Action Requested</b> Information
<b>Presenters</b> Amanda Hughes	<b>Attachments</b>
<b>Required Time for Presentation</b> 30 Minutes	<b>Budget Impact</b> None
<b>Is This Time Sensitive</b> Yes	<b>Description of this Item</b> The Boys and Girls Club will present an end of the year report.
<b>Mayor's Approval</b>	
<b>Date</b> February 22, 2023	

Supporting documentation coming in final  
packet.



**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

## MEETING MINUTES

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The Murray City Municipal Council met on **Tuesday, February 21, 2023, at 06:30 PM** for a meeting held in the Murray City Council Chambers, 5025 S State Street, Murray, Utah.

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

### OPENING CEREMONIES

**DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT**

#### Council in Attendance

Philip Markham, District #1  
Pamela Cotter, District #2  
Rosalba Dominguez, District #3 (conducting)  
Diane Turner, District #4  
Garry Hrechkosy, District #5  
Jennifer Kennedy, Council Director  
Pattie Johnson, Council Office Administrator III

#### Administrative Staff in Attendance

Brett A. Hales, Mayor  
Doug Hill, Chief Administrative Office  
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  
Cory Plant, Senior Center Director  
Robert White, IT Service Director  
Isaac Zenger, Network Administrator

#### Others in Attendance

Rachel Morot, Janice Strobell, Colleen B. Taylor, Clark Bullen, Dave Carr, Karen Summerhays, Pam Roberts

#### Opening Ceremonies

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

The audience was invited to recite the Pledge of Allegiance led by Cory Plant.

## APPROVAL OF MINUTES

### 1. February 7, 2023

#### **MOTION**

Councilmember Garry Hrechkosy moved to adopt the February 7, 2023, City Council Minutes. The motion was SECONDED by Councilmember Pamela Cotter.

Roll Call:

Ayes: Philip Markham, Pamela Cotter, Rosalba Dominguez, Diane Turner, Garry Hrechkosy

Motion passed 5-0

## SPECIAL RECOGNITION

### 1. Murray City Employee of the Month, Scott White, Fire Marshal's Office Inspector

Councilmember Rosalba Dominguez introduced Scott White, as the February recipient of Employee of the Month. Scott White has worked for Murray City Fire since 1987 and is currently serving as a Fire Inspector and Deputy Fire Marshal. He received a certificate; a \$50 gift card; and his name will appear on the plaque located in the Council Chambers.

Chief Joey Mittelman congratulated Scott White on his achievement and thanked him for his hard work. Scott White was praised for his innovative ideas, particularly in regard to safety, including the introduction of stickers to identify fire riser rooms and improvements to the Knox key access system. Chief Joey Mittelman acknowledged Scott's 30 plus years of service with the city, including a brief period of retirement before returning to Murray City. To commemorate his achievements, Scott White was presented with a challenge coin recognizing his 30-year contributions to the city.

Scott White introduced his family and thanked the chief, council, and Mayor for the special recognition.

Council members thanked Scott White for his service.

### 2. Presentation of a resolution of the Wasatch Front Waste and Recycling District Board of Trustees expressing appreciation to Board Member Diane Turner

Pam Roberts with Wasatch Front Waste and Recycling District (WFWRD) thanked Councilmember Diane Turner for her outstanding support and valuable ideas while serving on the board.

WFWRD serves 2800 homes in Murray City and Pam Roberts is proud to provide Waste and Recycling service to Murray residents.

Councilmember Diane Turner was presented with a blanket, an engraved crystal recognition award, and a formal resolution of appreciation approved by the WFWRD board.

Councilmember Diane Turner thanked Pam Roberts and the WFWRD board for the recognition and acknowledgment.

## CITIZEN COMMENT(S)

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](mailto:city.council@murray.utah.gov). Comments are limited to three minutes or less (approximately 300 words for emails) and must include your name and address.

The meeting was open for public comment.

Lawrence Horman

Lawrence Foreman, an advocate for the homeless, addressed the council meeting and spoke about the struggle to find emergency warming and cooling centers for homeless people every year. He suggested that a permanent emergency center be established so that people do not have to struggle

to find one every year. He shared his personal experience of not being able to produce enough heat to recover from a cold and being unable to access the Millcreek Center. He requested the council to push this idea in their own council meetings and up towards the county and state level so that it becomes something that is permanent and available to those who have no other resources.

#### Clark Bullen

Clark Bullen, a resident of District Three, spoke to the council about the code changes that will be voted on during the March 7th meeting. While the changes aim to reduce the number of stories and expand parking, Clark Bullen believes that they do not go far enough to address citizens' concerns. He suggests reducing the density, implementing a traditional design requirement, and potentially putting a deed restriction on preserving the building. He expressed that the citizens have expressed their desire for low-density development in the historic downtown area, a historic design requirement, and the rehabilitation of historic buildings. He also shared that a survey conducted by Y2 Analytics shows citizens overwhelmingly support these initiatives.

#### Mary Evans

Mary Evans spoke about the importance of providing a safe environment for individuals who are brought into police custody, specifically for the DUI process. She emphasized the need for a safer type of room for individuals, with tables where handcuffs were above instead of behind the back, a seat large enough for all sizes of individuals, and no protruding tables or filing cabinets. Mary Evans reiterated that a safe environment was crucial for individuals who might be emotionally distressed, intoxicated, or abused. She suggested that having such a room was necessary to ensure that individuals who were brought into the DUI processing returned home safely. Mary Evans stated that she had requested funding for these adjustments at the new city hall location, as changing some of the already-ordered furniture would be a little additional work, but given the circumstances and potential for lawsuits, she believed that it was necessary to provide a safe environment for the DUI process.

#### Colleen Taylor

Colleen Taylor shared that it is imperative to hear and follow through with input from the citizens, as Clark Bullen had pointed out previously. She hoped that the city would consider preserving historic Murray and not lose it to high rises. Colleen Taylor also mentioned that increasing density can lead to an increase in crime rates and negatively impact schools. She highlighted the high suicide rate among young people in the state and urged elected officials to do more to protect them. Colleen Taylor encouraged the council to listen to its population and maintain the beauty of Murray, as many people travel to the area for its charm. She emphasized the importance of providing children with sufficient space to play and grow, and not subjecting them to overcrowded areas that could lead to anxiety and other issues.

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

#### **CONSENT AGENDA**

1. Consider confirmation of the Mayor's appointment of Karen Summerhays to the Murray Senior Recreation Center Advisory Board for a three-year term beginning February 2023 to expire January 2026.

Mayor Hales recommended appointing Karen Summerhays to the Murray Senior Recreation Center Advisory Board for a three-year term, beginning February 2023 until January 2026. Karen Summerhays will fill the position vacated by Becky Harris.

Cory Plant, Senior Center Director, was invited to the podium. He shared his excitement and support about adding Karen Summerhays to the Advisory Board. Cory Plant said she is a doer who brings passion and experience to the board.

#### **MOTION**

Councilmember Pamela Cotter moved to approve the confirmation of the Mayor's appointment of Karen Summerhays to the Murray Senior Recreation Center Advisory Board for a three-year

term beginning February 2023 to expire January 2026. The motion was SECONDED by Councilmember Garry Hrechkosy.

Roll Call:

Ayes: Philip Markham, Pamela Cotter, Rosalba Dominguez, Diane Turner, Garry Hrechkosy

Motion passed 5-0

Council members congratulated Karen Summerhays on the appointment.

Karen Summerhays shared her appreciation to the council, mayor, and staff for their support and confirmation.

#### **PUBLIC HEARING(S)**

Staff, sponsor presentations, and public comments will be given prior to Council action on the following matter. The Council Meeting Agenda Packet can be found [HERE](#).

None scheduled

#### **BUSINESS ITEM(S)**

1. [Consider a resolution accepting the transfer of Riverview Park from Salt Lake County to Murray City](#)
2. [Consider a resolution accepting the transfer of Woodstock Meadows Park from Salt Lake County to Murray City](#)

Doug Hill informed the council that several months ago, Salt Lake County approached Murray City regarding the two parks within Murray City boundaries:

- Riverview Park is located at 5844 South 700 West.
- Woodstock Meadows Park is located at 1060 East Hyland Lake Drive.

The County had expressed its disinterest in being in the neighborhood park business and requested the city accept ownership of these two parks. If approved, Murray City would be responsible for the ongoing maintenance and capital improvement costs of the parks. The city conducted an environmental assessment and title searches on the properties and found no issues of concern. The estimated costs for maintenance and utilities are approximately \$20,000 per year per park plus additional funds for capital improvements. Doug Hill informed the council that there is a possibility of additional funding through the County's Tourism, Recreation, Culture, and Convention (TRCC) grant application program.

Council members discussed park impact fees, funding, the grant application process and potential funding available, the state of the current amenities of both parks, and what improvements are needed for the parks.

#### **MOTION**

Councilmember Philip Markham moved to approve the resolution accepting the transfer of [Riverview Park](#) from Salt Lake County to Murray City. The motion was SECONDED by Councilmember Pamela Cotter.

Roll Call:

Ayes: Philip Markham, Pamela Cotter, Rosalba Dominguez, Diane Turner, Garry Hrechkosy

Motion passed 5-0

#### **MOTION**

Councilmember Garry Hrechkosy moved to approve the resolution accepting the transfer of [Woodstock Meadows Park](#) from Salt Lake County to Murray City. The motion was SECONDED by Councilmember Diane Turner.

Roll Call:

Ayes: Philip Markham, Pamela Cotter, Rosalba Dominguez, Diane Turner, Garry Hrechkosy

Motion passed 5-0

Council members expressed their excitement about the opportunity to have more parks in Murray and emphasized the importance of green spaces for the community's well-being. In addition, they shared support for the park's development and believed that the change of ownership would benefit the community.

#### **MAYOR'S REPORT AND QUESTIONS**

Mayor Hales shared that the New City Hall construction is on track.

Councilmember Garry Hrechkosy commented on the historic storm that was forecasted and urged citizens to be patient with city staff and to stay safe during the storm.

Council members thanked the Mayor and acknowledged and appreciated the hard work of city staff.

#### **ADJOURNMENT**

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

#### **ADDITIONAL INFORMATION**

The next scheduled meeting will be held on **Tuesday, March 7, 2023 at 6:30 p.m. MST.**

Supporting materials are available on Murray City's website at [www.murray.utah.gov](http://www.murray.utah.gov).

Special Accommodations for the hearing or visually impaired will be made upon a request to the office of Murray City Recorder (801-264-2662). 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 speakerphone. The speakerphone 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.

At least 24 hours prior to the meeting, a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. A copy of this notice was posted on Murray City's internet website [www.murray.utah.gov](http://www.murray.utah.gov) and the state noticing website at <http://pmn.utah.gov>.



**MURRAY**  
CITY COUNCIL

# Citizen Comments

Limited to three minutes, unless otherwise approved by Council



**MURRAY**  
CITY COUNCIL

# Public Hearing



**MURRAY**

## **Council Action Request**

# **Community & Economic Development**

## **Text Amendments, Chapter 17.170, MCCD Zone**

**City Council**

Meeting Date: March 7, 2023

<b>Department Director</b> Jared Hall	<b>Purpose of Proposal</b>  Amend the requirements of the Murray City Center District Zone for allowed height, parking requirements, and landscaping.
<b>Phone #</b> 801-270-2427	<b>Action Requested</b>  Approve proposed amendments to the text of the MCCD Zone.
<b>Presenters</b> Jared Hall	<b>Attachments</b>  Presentation Slides.
<b>Required Time for Presentation</b> 30 Minutes	<b>Budget Impact</b>  None.
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b>  On January 13, 2023, the Planning Commission voted to recommend approval of proposed changes to the Murray City Center District (MCCD) Zone. The MCCD Zone is a mixed-use zone encompassing approximately one hundred (100) acres in Murray City's traditional downtown area east and west of State Street between approximately 4800 South on the north, Vine Street, and the Murray City Park. Murray City Hall currently occupies about six (6) acres at 5025 South State Street within the MCCD Zone. With the new city hall nearing completion, the City's Redevelopment Agency Board (RDA) has engaged real estate services to market the property for eventual sale. CED staff are proposing several changes to the MCCD Zone as an outgrowth of those efforts, applying only to the area south of Vine Street and east of State Street, with plans to propose additional modifications that would apply to other areas of the zone
<b>Mayor's Approval</b>  <i>Doug Hall</i>	
<b>Date</b>	

## REVIEW

The full redline and strikeout drafts are attached to this report for your review. The amendments proposed at this time are intended to be applied only to that portion of the MCCD Zone which lies east of State Street, and south of Vine Street. They are also limited to three areas of impact: allowed height of buildings, required parking for residential uses, and landscaping requirements. The proposed changes are briefly summarized here.

Height: Section 17.170.120 regulates height in the MCCD. Currently, buildings are limited to ten (10) stories or 135' in height. The proposed changes would limit buildings south of Vine Street and east of State Street to no more than six (6) stories or 70' in height. Other restrictions and requirements (such as the limit on height where adjacent to residential zoning, etc.) would remain in place.

Parking: Section 17.170.140 regulates parking in the MCCD. Currently, residential parking space requirements in the MCCD relate to the number of bedrooms (see below):

<b>Table D: Parking Requirements</b>	
<b>Land Use</b>	<b>Parking Spaces Required</b>
Residential, Studio	1 space per unit
Residential, 1-bedroom	1.05 spaces per unit
Residential, 2-bedroom	1.5 spaces per unit
Residential, 3-bedroom +	2.5 spaces per unit
Office	1 space per 500 ft <sup>2</sup> net usable floor area
Medical/Dental Offices & Clinics	1 space per 500 ft <sup>2</sup> net usable floor area
Retail/Commercial	1 space per 500 ft <sup>2</sup> net usable floor area
Restaurants / Eating & Drinking Establishments	1 space per 500 ft <sup>2</sup> net usable floor area
Uses not listed	As determined by the Planning Commission based on comparable standards
Disabled / ADA Accessible	See Section 17.72.040 of this title. Other requirements per the Americans with Disabilities Act
Parking in excess of 125% of minimum requirements	Allowed as approved by the Planning Commission if provided within structures or the building envelope
<u>Developments east of State Street and south of Vine Street</u>	<u>An additional 0.5 spaces per unit</u>

Landscaping: Section 17.170.160 regulates requirements for landscaping, open space, and amenities. There are two proposed changes to this section:

- Allowable turf or lawn in landscaping – currently, lawn or turf is limited to no more than 50% of the landscaping in projects within the MCCD Zone. The proposed amendment further limits that allowance to 25%, and then only when it is necessary as a part of an active purpose or function. An exception is built in for the Planning Commission to allow more than 25% where the developer is allowing public access to the usable open space.
- The total required landscaped area of a project is increased from 15% to 25% for developments south of Vine Street and east of State Street.

Other landscaping requirements in this section such as use of indigenous plant materials, spacing of trees to shade pedestrian paths, and the required use of water-conserving landscape designs remain unchanged.

### **CITY DEPARTMENT REVIEW**

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

### **PUBLIC COMMENTS**

Notice of the public hearing was posted in accordance with State requirements and notice was sent to all affected entities. Several comments were received at the Planning Commission's public hearing and are included in the written minutes of the meeting.

### **FINDINGS**

The Planning Commission forwards their recommendation having made the following findings:

1. The requested text amendments have been considered based on previous planning efforts within the Downtown.
2. The proposed text amendments are in keeping with the purpose of the MCCD Zone.
3. The proposed text amendments are consistent with the Goals & Initiatives of the Murray City General Plan.

### **RECOMMENDATION**

Based on the background, analysis, and the findings, Staff and the Planning Commission recommend that the City Council APPROVE the proposed text amendments to Chapter 17.170, the Murray City Center District Zone.

# Murray City Corporation

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 7<sup>th</sup> day of March 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 sections 17.170.120, 17.170.140, AND 17.170.160 of the Murray City Municipal Code, relating to building height, parking requirements, and landscaping requirements for properties located east of State Street and south of Vine Street in the Murray City Center District (MCCD) zone.

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

DATED this 23<sup>rd</sup> day of February 2023.



MURRAY CITY CORPORATION

A handwritten signature in black ink that reads "Brooke Smith".

Brooke Smith  
City Recorder

DATE OF PUBLICATION: February 24, 2023  
PH23-04

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 SECTIONS 17.170.120, 17.170.140, AND 17.170.160 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO THE MURRAY CITY CENTER DISTRICT (MCCD) ZONE.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1. Purpose.* The purpose of this Ordinance is to amend sections 17.170.120, 17.170.140, and 17.170.160 of the Murray City Municipal Code relating to the Murray City Center District (MCCD) zone.

*Section 2. Amendment of sections 17.170.120, 17.170.140, and 17.170.160 Murray City Municipal Code.* Sections 17.170.120, 17.170.140, and 17.170.160 of the Murray City Municipal Code relating to the Murray City Center District (MCCD) zone shall be amended to read as follows

#### **17.170.120: HEIGHT REGULATIONS:**

The following height restrictions shall apply in the MCCD Zone.

...

**F. New buildings located east of State Street and south of Vine Street shall not exceed six (6) stories in height or seventy feet (70'), whichever is less.**

~~—F~~**G.** Public or quasi-public utility buildings and structures are exempt from the minimum height regulations above. This exemption does not include office buildings for public or quasi-public utility companies. (Ord. 21-21: Ord. 19-40)

#### **17.170.140: PARKING REGULATIONS:**

This section establishes the standards for the amount, location, and development of motor vehicle parking, standards for bicycle parking, and standards for on-site loading areas in the MCCD. Other titles of this code and guidelines of the MCCD may regulate other aspects of parking and loading.

**A. General Regulations:** The regulations of this chapter apply to all parking areas in the MCCD, whether required by this code or constructed for the convenience of property owners or users. Parking areas include those that are accessory to a use, part of a commercial parking use, or for a park and ride facility in the community services use category.

...

2. Calculation Of Required And Allowed Parking:

f. **For developments east of State Street and south of Vine Street, one-half (0.5) parking spaces per unit shall be provided in addition to the standard parking requirements under this section.**

B. Requirement Of Parking Spaces: The purpose of required parking spaces is to provide enough on-site parking to accommodate the majority of traffic generated by the range of uses which might locate at the site over time. Mixed-use sites that are located in close proximity to transit, have good street connectivity, and good pedestrian facilities may need less off-street parking than other types of development. The MCCD Zone encourages the inclusion of transit supportive plazas and bicycle parking to encourage transit use and bicycling by employees and visitors to the site, reducing the need for off-street vehicle parking over time. The required parking numbers correspond to broad use categories, not specific uses, in response to this long term emphasis. Provision of carpool parking located close to the building entrance will encourage carpool use.

1. Parking Requirements East And West Of State Street: The residential and commercial parking requirements for developments and redevelopment of property in the MCCD Zone are contained in Table D, below.

<b>Table D: Parking Requirements</b>	
<b>Land Use</b>	<b>Parking Spaces Required</b>
<b>Table D: Parking Requirements</b>	
<b>Land Use</b>	<b>Parking Spaces Required</b>
Residential, Studio	1 space per unit
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Retail/Commercial	1 space per 500 ft <sup>2</sup> net usable floor area
Restaurants/Eating & Drinking Establishments	1 space per 500 ft <sup>2</sup> net usable floor area
Uses not listed	As determined by the Planning Commission based on comparable standards

Disabled/ADA Accessible	See section 17.72.040 of this title. Other requirements per the Americans with Disabilities Act
Parking in excess of 125% of minimum requirements	Allowed as approved by the Planning Commission if provided within structures or the building envelope
<b>Developments east of State Street and south of Vine Street</b>	<b>An additional 0.5 spaces per unit</b>

#### **17.170.160: LANDSCAPING, OPEN SPACE, AND PROJECT AMENITIES:**

...

E. Where new plant materials are to be used, indigenous species should be included. ~~No more than fifty percent (50%) of the landscaping areas shall be turf. Where turf is specified, an eco-lawn mix shall be used.~~ Appropriate, indigenous species of plant materials and trees will be established by Community and Economic Development staff.

**1. Up to 25% of landscaping and amenity areas may include turf where an active purpose or function make it necessary. Where turf is specified, an eco-lawn mix shall be used. However, the planning commission may consider and approve exceptions to the maximum 25% turf if it can be demonstrated that the design of the landscaping will provide usable, publicly accessible open space as part of the development.**

...

H. **1. Fifteen percent (15%) of the area of each project shall be developed as landscaped setbacks, public plazas, parks open spaces, or walkways. In addition, each project shall have a system of pedestrian walkways and sidewalks that provide connections between building entrances, neighboring building entrances, sidewalks, parking areas, open spaces, and walkways. Landscaped Aamenity areas provided in conjunction with multi-family uses will qualify as open space.**

**2. For developments east of State Street and south of Vine Street, twenty-five percent (25%) of the area of each project shall be developed as landscaped setbacks, public plazas, parks open spaces, or walkways. In addition, each project shall have a system of pedestrian walkways and sidewalks that provide connections between building entrances, neighboring building entrances, sidewalks, parking areas, open spaces, and walkways. Landscaped amenity areas provided in conjunction with multi-family uses will qualify as open space.**

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

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

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

ATTEST:

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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.

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Brett A. Hales, Mayor

ATTEST:

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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

~ DRAFT ~

Minutes of the Planning Commission meeting held on Thursday, January 19, 2023, at 6:31 p.m. in the Murray City Municipal Council Chambers, 5025 South State Street, Murray, Utah.

The public was able to view the meeting via the live stream at <http://www.murraycitylive.com> or <https://www.facebook.com/Murraycityutah/>. Anyone who wanted to make a comment on an agenda item may submit comments via email at [planningcommission@murray.utah.gov](mailto:planningcommission@murray.utah.gov).

Present:      Jeremy Lowry, Chair  
                  Jake Pehrson, Vice Chair  
                  Lisa Milkavich  
                  Travis Nay  
                  Ned Hacker  
                  Michael Richards  
                  Maren Patterson  
                  Jared Hall, Community Development Director  
                  Zac Smallwood, Senior Planner  
                  Mustafa Al Janabi, Planner 1

The Planning Commission members briefly reviewed the applications on the agenda. An audio recording is available at the Murray City Community and Economic Development Department Office.

#### APPROVAL OF MINUTES

Mr. Nay moved to approve the minutes from the November 3, 2022, Planning Commission meeting as published. Seconded by Ms. Milkavich. A voice vote was made, motion passed 7-0.

#### CONFLICT OF INTEREST

Mr. Lowry had a conflict of interest with the agenda item #8; therefore, he will not participate in this discussion nor vote on that item.

#### APPROVAL OF FINDINGS OF FACT

Mr. Pehrson made a motion to approve the findings of fact for BMW of Murray, Studio 56 and Emanual Collision Center. Mr. Hacker seconded. A voice vote was made, motion passed 7-0.

#### MURRAY ARMORY – 246 East Myrtle Avenue - Project #23-016

Mr. Smallwood presented the application for Kim Sorensen, Murray City Parks & Recreation, for the address of 246 East Myrtle Avenue. The applicant is requesting Conditional Use Permit approval to renovate the existing Murray Armory from a storage use to an events space, that can accommodate about 250 people. Murray City Parks & Recreation is requesting a Conditional Use Permit to allow the remodel of the historic Murray Armory building to better utilize the space as a public amenity. The applicants state that they have been using the building for storage of equipment for use at the park and across the city. The Armory Renovation is listed in the 2020 Murray City Parks & Recreation Masterplan as a Facility Enhancement.

Murray City intends to maintain and operate the facility as a public events space. Examples of uses could be weddings, conferences, art exhibitions, and work events. Planning Division staff is

excited about this project as it is close to the Murray City Center District and Murray Park, as will allow for more types of activity to happen in the area. The site plan and floorplans provided by the applicant show that the existing overhead doors will remain and be able to be used to expand the event space into the pedestrian plaza to the north, and the outdoor seating and outdoor plaza space to the south. The property has multiple points of access, but primarily would be accessed by a twenty-nine-foot (29') drive that connects at the corner of Myrtle Avenue and Jones Court. This access is used by multiple users, including the Boys and Girls Club, Ken Price Ballfield, Murray Park, and the Murray Armory.

The proposed renovation is closely tied with Murray Park and its facilities. There are ample amounts of parking that are utilized by the park including the lots immediately adjacent to the Ken Price Ballfield and staff anticipates that this facility will share parking here as shown on the applicants' site plan. The site and civil plans show the addition of parking on the Armory site. They differ on exactly how many they are proposing and staff assumes that the lower number of nineteen will be the final additional parking. This is because at sixty-degree parking the drive aisle requirement is reduced to twenty feet (20'). When staff measured the width of the drive aisle it appears to be about twenty-two feet (22'). Staff does not have any concerns with regard to parking at this time.

Land Use Code Section 17.68 requires "landscaping in the front setback area for commercial properties". The subject property has no direct frontage on any public streets where landscaped setbacks and other improvements would be required by the Land Use Ordinance. However, even though it is not required, the applicants are proposing significant upgrades to the site to help blend the renovated armory building into Murray Park. They are proposing to include a new pedestrian plaza surrounding the building, perimeter landscaping, and a pedestrian path to connect to the Murray Arboretum. Staff does not recommend any changes or additional landscaping. Though not a requirement, the Planning Division staff suggests that Murray Parks and Recreation work to provide a safe and pedestrian-oriented access from the satellite parking areas to this site. There is curb adjacent sidewalk near the Boys and Girls Club, but no other sidewalk near Ken Price Ballfield. Installing additional sidewalk or paths would make it easier, as new developments in the Murray City Center District begin to take shape, to allow for greater pedestrian access in the area. Based on the analysis of the Conditional Use Permit application to allow an events center, staff concludes the following:

1. The proposed use for a public assembly building (LU #7230), is allowed in the O-S, Open Space Zoning District subject to Conditional Use Permit approval.
2. With conditions as outlined in the staff report, the proposed use and property will comply with the standards of the Murray City Land Use Ordinance.
3. The proposed use is not contrary to the goals and objectives of the Murray City General Plan in this area.

Based on the information presented in this report, application materials submitted and a site review, staff recommends that the Planning Commission approve a Conditional Use Permit to allow the renovation of the Murray Armory into an events center at the property addressed 246 East Myrtle Avenue subject to conditions.

Mr. Nay asked what kind of programming will take place. He wondered if there will be events with music or loud noise that may impact the neighborhood. Dijana Alickovic, with the architect firm, spoke about the scope of the project. Mr. Sorenson stated they don't yet know the exact

events. There is a park ordinance against amplified sound without permission. Mr. Nay asked the price point for pavilion rental. Mr. Sorenson state that they are not a profit center, so prices should be affordable for residents.

Ms. Patterson asked if this will be used for city events as well. Mr. Sorenson stated they intend to hold city meetings and city-sponsored events.

Mr. Nay asked if there is a plan for walkways between buildings. Mr. Sorenson said there are plans for ample walkways, including wheelchair access. He also said there is no need for an additional bridge.

Ms. Patterson asked if this is a year-round venue. Mr. Sorenson said yes this is year-round

Ms. Milkavich asked what the timeline for the project. Mr. Sorenson said they'll have a cost estimate done by the end of February. City Council will then need to approve funds. Ms. Alickovic said construction documents should be ready by April. When the budget allows, they can start getting bids and begin the permitting process.

Mr. Nay asked if pavilion will be restored. Ms. Alickovic said they will restore and preserve the building, including beams & tresses.

Ms. Milkavich stated she was pleased that much of the power lines would be installed underground.

Mr. Sorenson said that he has read and understands the six (6) conditions for approval and he can comply.

Two (2) notices of the public meeting were sent to all property owners for parcels located within 300 feet of the subject property. As of the date of this report, staff has not received any public comments.

Public comment was opened. No comments were made. Public comment was closed.

Ms. Patterson made the motion to grant the conditional use permit, subject to the six (6) conditions.

1. The project shall comply with all applicable building and fire code standards.
2. The applicant shall obtain permits for any new attached or detached signs proposed for the business.
3. The applicant shall maintain clear, appropriate vehicular access to the overhead doors on the building at all times. The applicant shall maintain a Utah Motor Vehicle Dealer's License.
4. The applicant shall meet all of the requirements of the Engineering Division including:
  - a. Meet City storm drain requirements, on-site detention and retention of the 80th percentile storm is required.
  - b. Implement Low Impact Development (LID) practices.
  - c. Develop a site SWPPP and obtain a Land Disturbance Permit prior to beginning any demolition and construction work.
  - d. Obtain a City Excavation Permit for work in the City right-of-way.

5. The applicant shall meet all of the requirements of the Power Department including:
  - a. Removal/relocation of the overhead 3 phase lines to the west and overhead single phase to the South will need to be buried.
  - b. Primary power will need to serve from the existing Primary Junction Cabinet (PJC) to the Northwest.
6. The applicant shall meet all Murray Water Division requirements.

Seconded by Ms. Nay. Roll Call Vote:

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

Motion passed 7-0

#### INDY CLOVER - 6332 South State Street— Project #23-018

Mr. Al Janabi presented the application for Brody Stevenett. The applicant is requesting a conditional use permit to operate a secondhand retail and consignment store, where clients will rent a booth within the store to sell clothing. The applicant would like to open a shop in a current retail store, in which they would rent out booths for people who would like to sell secondhand clothing. The applicant is proposing to have 68 booths in total, and the booths around 3 feet wide. The booth renters will not be located at the site to sell their goods. The applicant states that the hours of operation would be from 10 am-7 pm, while the total amount of employees would be 2-3 at a time in the store. The property has two points of access. One is along State Street and the second is by 6400 South, they are both approximately thirty-two feet (32') wide. Staff has no concerns with the points of access at this time.

Eighteen (18) notices of the public meeting were sent to all property owners for parcels located within 300 feet of the subject property. As of the date of this report, staff has not received any public comments.

Based on the analysis of the Conditional Use Permit application to allow an auto sales business, staff concludes the following:

1. The proposed use for a secondhand retail business(#5930), is allowed in the C-D Commercial Development Zoning District subject to Conditional Use Permit approval.
2. With conditions as outlined in the staff report, the proposed use and property will comply with the standards of the Murray City Land Use Ordinance.
3. The proposed use is not contrary to the goals and objectives of the Murray City General Plan in this area.

Based on the information presented in this report, application materials submitted and a site review, staff recommends that the Planning Commission APPROVE a Conditional Use Permit to allow a secondhand retail business at the property addressed 6332 South State Street, subject to the following conditions:

1. The applicant shall obtain a Murray City Business License prior to beginning operations at this location.
2. The project shall comply with all applicable building and fire code standards.
3. The applicant shall obtain permits for any new attached or detached signs proposed for the business.
4. The applicant shall work with planning staff to develop a landscaping plan that meets the requirements of Murray City Land Use Ordinance Chapter 17.68

Brody Stevenett approached the podium. He described the nature of the business. Anyone can rent a booth to sell their own second-hand clothing.

Mr. Hacker asked if this is only used clothing, or can people sell homemade items, such as jewelry. Mr. Stevenett said that people could do that.

Mr. Pehrson asked if people take their own payments. Mr. Stevenett said they do not. He has someone collect the money and they pay out the sellers portion to them, less sales tax.

Public comment was opened & closed, with no comment.

Mr. Stevenett indicated he understands and will comply with the four (4) conditions.

Mr. Smallwood stated that the permit is for the thrifting side of the business. New retail is already permitted.

Ms. Milkavech made the motion to grant the conditional use permit, subject to the four (4) conditions.

Seconded by Mr Hacker. Roll Call Vote:

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

Motion passes 7-0

#### LAND USE ORDINANCE TEXT AMENDMENT – Section 17.170, MCCD Zone – Project #23-017

Mr. Hall presented the application for Murray City Community & Economic Development, proposing several amendments relating to building height, landscaping, and required parking for residential uses in the MCCD Zone. The proposed amendment is to add an additional 0.50 (one-half) parking space per residential unit to the calculation for projects and developments south of Vine Street and east of State Street. Requirements for commercial uses are not changed, and allowances for the consideration of joint-use parking spaces and shared parking remain intact as well.

Notice of the public hearing was posted in accordance with State requirements and notice was sent to all affected entities. As of the date of this report there has not been any comment regarding this application.

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

1. The requested text amendments have been considered based on previous planning efforts within the Downtown.
2. The proposed text amendments are in keeping with the purpose of the MCCD Zone.
3. The proposed text amendment is consistent with the Goals & Initiatives of the Murray City General Plan.

Based on the background, analysis, and the findings within this report, Staff recommends that the Planning Commission forward a recommendation of approval to the City Council for the proposed text amendments to Chapter 17.170, the Murray City Center District Zone.

Ms. Patterson asked for clarification that this change is only requested for the area east of State Street and south of Vine Street. Mr. Hall indicated that he will be looking at other changes that are in the broader zone of the MCCD over the next few months.

Mr. Nay asked if the landscaping could be made private and Mr. Hall indicated that it could. Mr. Nay wanted to talk about permitted vs. conditional uses. He discussed Conditional Use #4602, which describes commercial parking lots on a fee basis. Mr. Nay asked the likelihood of someone building a private parking structure or fee lot. Mr. Hall didn't feel anyone would do that. Mr. Nay would like to see land use #4602 be removed from the zone. Mr. Nay stated that he would also like to see LU #5800, which allows drive-thru restaurants, also be removed. He does not want to see drive-thru restaurants in downtown Murray. Mr. Pehrson feels #4602 should be moved to a conditional use, as well as #5800. As an example, Mr. Nay cited the lack of public accessibility on the Chick-fil-a lot detracting from the walkability of the area. Many restaurants in the area are not pedestrian friendly. Ms. Milkavich brought up the fact that some businesses may not come to Murray because they can't have drive-thrus. Mr. Smallwood said that he received an article from the American Planning Association on how to handle drive-thrus in an urban environment. He stated he would email it to the commission.

Mr. Nay next addressed height and regulations and stated that when the MCCD started, there was an unlimited height. At a later date, the height was changed to 10 stories high. Now it will be reduced again to six stories. He argued that the height shouldn't be reduced. He is willing to comprise at eight stories. He feels that this change will lead to a more walkable area. Mr. Hall stated that he agrees. Mr. Nay feels the most important thing for residents is the aesthetics of the building. Ms. Patterson feels that focusing on the number of stories is irrelevant. The code does not define the maximum number of feet per story. Mr. Nay said ensuring that a building is treated at a human scale will contribute to its aesthetics. Ms. Patterson stated she dislikes the parking changes. It feels arbitrary to grant an additional 0.50 space per studio apartment. Mr. Nay this is an overreaction to a problem that happened years ago in the Fireclay area. Ms. Patterson feels a solution is being applied to a problem that doesn't exist in that area of the MCCD. Mr. Hacker said that parking requirements will be going down in the future and doesn't see a need to do this. Mr. Pehrson disagrees and feels that having enough parking tends to be

an issue. Mr. Pehrson says that the BRT (Bus Rapid Transit) will not be developed until 2043 to 2050. He feels there will need more parking now. Mr. Smallwood stated that the city council and commissioners need to go to Wasatch Choice Vision meetings. This is where WFRC and UDOT listen and adjust planning. Ms. Milkavich feels this discussion is splitting hair and just wants to move forward with the project. Mr. Nay stated he really wants to see street-facing ground-level parking structures be required in commercial zones. Mr. Smallwood stated that is how it currently is in the MCCD.

The meeting was open for public comment.

Peter Kling stated the city will never satisfy everyone and that high density is a way of life now. He pointed out that there is a housing crisis, due to population growth. One thing that might help, is making architectural features that stand the test of time. Creating some continuity and consistency will help. Implementing aesthetic guidelines may be a good idea. He thinks City Hall needs to do a better job of communicating to the public as to why things need to change.

Mr. Hall read an email from Clark Boland. He said that the 74% of citizens want to limit the building height to three stories in Block One and 61% want to maintain a low-rise profile. He extends this idea to include downtown. He asked to limit all buildings in Murray Downtown to three stories.

Mr. Lowry closed public comments.

Mr. Pehrson made the motion to forward a recommendation of approval for the drafted text amendments to Chapter 17.170 to the City Council.

Seconded from Mr. Richards. Roll call vote:

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

Mr. Lowry abstains from voting due to a conflict of interest.

Motion Passes 6-0

#### ANNOUNCEMENTS AND QUESTIONS

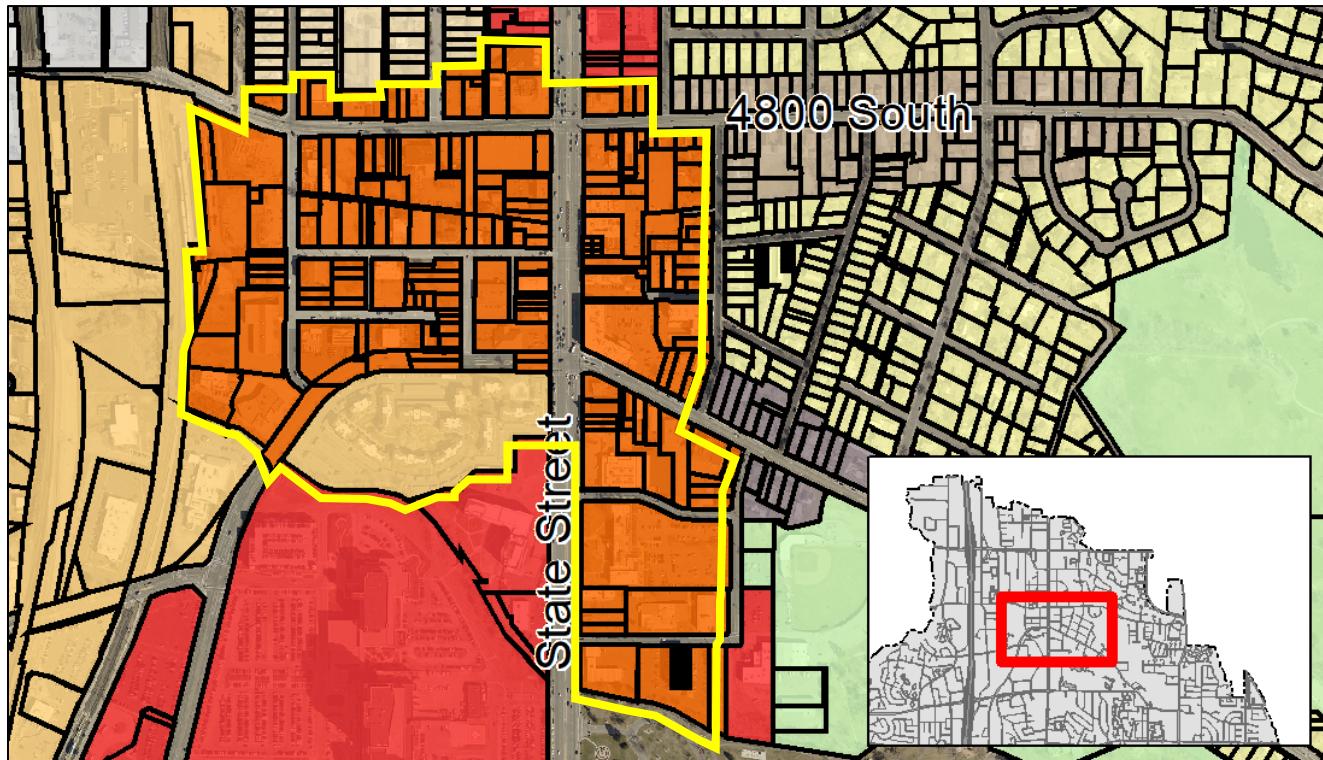
Mr. Hall reminded everyone of the Boards and Commission Dinner on January 31<sup>st</sup> at 6 p.m. Mr. Nay moved to adjourn tonight's meeting at 7:51 p.m. Seconded by Mr. Milkavich. A voice vote was made, motion passed 7-0.

  
Community Development Director



## AGENDA ITEM #8

ITEM TYPE:	Text Amendment, MCCD Zone		
ADDRESS:	Roughly 4800 S to Vine St and Box Elder St to Center St	MEETING DATE:	January 13, 2023
APPLICANT:	Murray City Community & Economic Development	STAFF:	Jared Hall, CED Director
PARCEL ID:	N/A	PROJECT NUMBER:	23-017
APPLICABLE ZONE:	MCCD, Murray City Center District		
SIZE:	Approximately 100 Acres		
REQUEST:	Murray City Community & Economic Development department proposes several amendments relating to building height, landscaping, and required parking for residential uses in the MCCD Zone.		



## I. STAFF REVIEW & ANALYSIS

### Background

The Murray City Center District (MCCD) Zone is a mixed-use zone encompassing approximately one hundred acres in Murray City's traditional downtown area; east and west of State Street between 4800 South, Vine Street, and the Murray City Park. Murray City Hall currently occupies just over six acres at 5025 South State Street within the MCCD Zone. With the new city hall nearing completion, the City's Redevelopment Agency Board (RDA) has engaged real estate services to market the current city hall property for eventual sale. As an outgrowth of discussions and preparations in that process, Community & Economic Development (CED) staff are proposing several changes to the MCCD Zone regarding allowed height, required parking for residential uses, and landscaping. The proposed changes at this time are intended to apply to the area south of Vine Street and east of State Street. CED staff plan to prepare additional modifications that would be applied to other areas of the MCCD Zone moving forward.

### Review

The full redline and strikeout drafts are attached to this report for your review. The proposed changes will also be briefly outlined here.

Height: Section 17.170.120 regulates height in the MCCD. Currently, buildings are limited to ten (10) stories or 135' in height. The proposed changes would limit buildings south of Vine Street and east of State Street to no more than six (6) stories or 70' in height. Other restrictions (such as the limit on height where adjacent to residential zoning, etc.) would remain in place.

Parking: Section 17.170.140 regulates parking in the MCCD. Currently, residential parking space requirements in the MCCD relate to the number of bedrooms (see below):

<b>Table D: Parking Requirements</b>	
<b>Land Use</b>	<b>Parking Spaces Required</b>
<b>Table D: Parking Requirements</b>	
<b>Land Use</b>	<b>Parking Spaces Required</b>
Residential, Studio	1 space per unit
Residential, 1-bedroom	1.05 spaces per unit
Residential, 2-bedroom	1.5 spaces per unit
Residential, 3-bedroom +	2.5 spaces per unit

The proposed amendment is to add an additional 0.50 (one-half) parking space per residential unit to the calculation for projects and developments south of Vine Street and east of State Street.

Requirements for commercial uses are not changed, and allowances for the consideration of joint use parking spaces and shared parking remain intact as well.

Landscaping: Section 17.170.160 regulates requirements for landscaping, open space, and amenities. There are two proposed changes to this section:

- Allowable turf or lawn in landscaping – currently, lawn or turf is limited to no more than 50% of the landscaping in projects within the MCCD Zone. The proposed amendment further limits that allowance to 25%, and then only when it is necessary as a part of an active purpose or function. An exception is built in for the Planning Commission to allow more than 25% where the developer is allowing public access to the usable open space.
- The total required landscaped area of a project is increased from 15% to 25% for developments south of Vine Street and east of State Street.

Other landscaping requirements in this section such as use of indigenous plant materials, spacing of trees to shade pedestrian paths, and the required use of water-conserving landscape designs remain unchanged.

## II. PUBLIC INPUT

Notice of the public hearing was posted in accordance with State requirements and notice was sent to all affected entities. As of the date of this report there has not been any comment regarding this application.

## III. FINDINGS

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

1. The requested text amendments have been considered based on previous planning efforts within the Downtown.
2. The proposed text amendments are in keeping with the purpose of the MCCD Zone.
3. The proposed text amendment is consistent with the Goals & Initiatives of the Murray City General Plan.

## IV. STAFF RECOMMENDATION

Based on the background, analysis, and the findings within this report, Staff recommends that the Planning Commission forward a recommendation of APPROVAL to the City Council for the proposed text amendments to Chapter 17.170, the Murray City Center District Zone.



## NOTICE OF PUBLIC MEETING

January 19, 2023, 6:30 PM

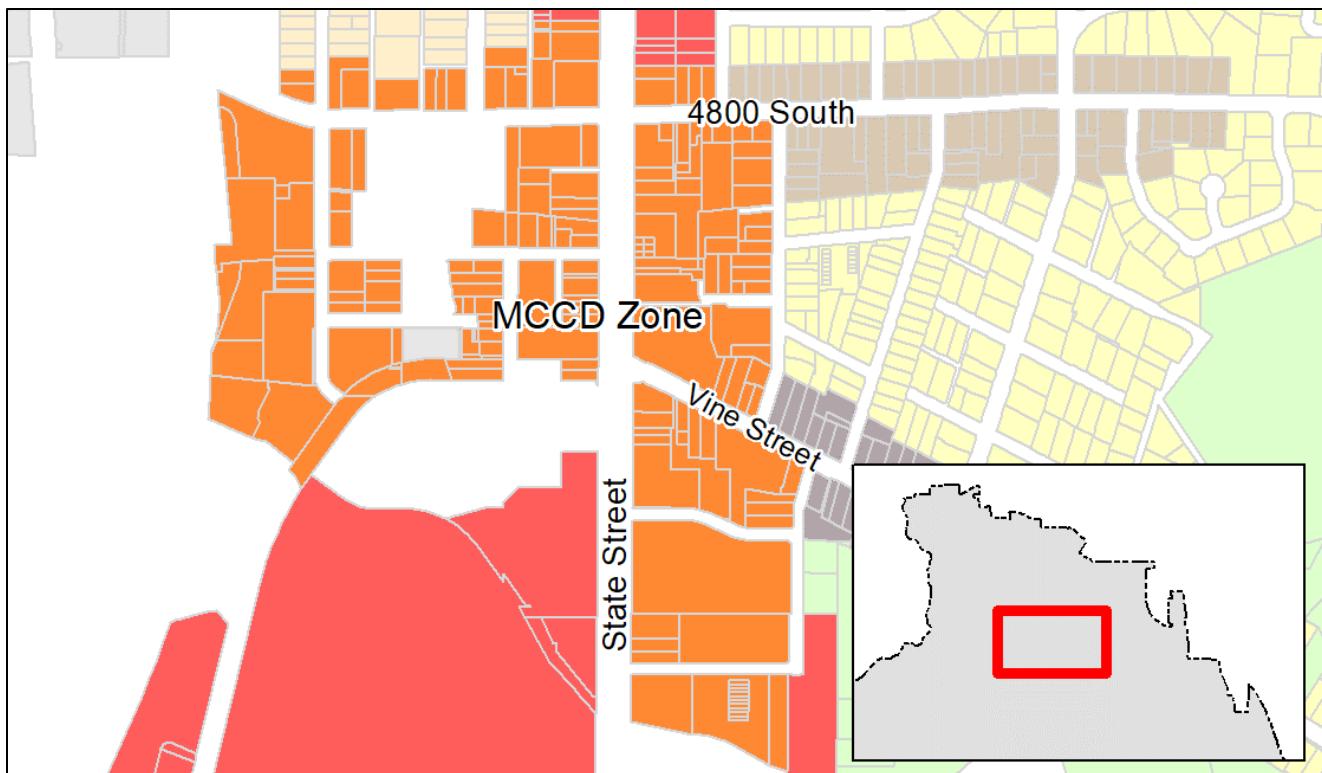
The Murray City Planning Commission will hold a public hearing in the Murray City Municipal Council Chambers, located at 5025 S. State Street to receive public comment on the following application:

Murray City Community & Economic Development is requesting approval of amendments to Chapter 17.170 of the Murray City Land Use Ordinance, the Murray City Center District (MCCD) Zone. Proposed changes include adjustments to allowable building heights and parking requirements for residential development.

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](mailto:planningcommission@murray.utah.gov). If you would like to view the meeting online, you may watch via livestream at [www.murraycitylive.com](http://www.murraycitylive.com) or [www.facebook.com/MurrayCityUtah/](http://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 Community & Economic Development Department at 801-270-2406, or e-mail [jhall@murray.utah.gov](mailto:jhall@murray.utah.gov).



## **CHAPTER 17.170** **MURRAY CITY CENTER DISTRICT MCCD**

### **17.170.010: PURPOSE:**

A. The Murray City Center District (MCCD) is envisioned as the commercial, civic, and cultural center for the community and is intended to enhance physical, social, and economic connections by redeveloping "downtown" Murray City resulting in a richer, more vibrant cultural environment. The 2017 Murray City General Plan suggests that the City center should include development which is pedestrian oriented with a strong emphasis on the urban design and streetscape.

B. The regulations and design guidelines of the MCCD are intended to promote mixed-use development, encourage pedestrian oriented design, promote development opportunities, and increase residential and commercial densities. The anticipated development model promotes sustainable, compact, mixed-use, transit-oriented uses with neighborhood oriented commercial, restaurant, civic, cultural, and residential spaces to promote street life and activity. (Ord. 21-21: Ord. 19-40)

### **17.170.020: DESIGN GUIDELINES:**

The Murray City Council has adopted the Murray City Center District (MCCD) design guidelines. The guidelines shall be consulted during the review of proposed development in order to provide guidance, direction, and options which will further the stated purposes of the MCCD. Wherever practicable, development should adhere to the objectives and principles contained in the design guidelines. (Ord. 21-21: Ord. 19-40)

### **17.170.030: DEFINITIONS:**

**ADMINISTRATIVE STAFF or STAFF:** Representatives from the Community and Economic Development Department.

**DESIGN GUIDELINES:** The principles of appropriate development activity that promote the purposes and standards of this title.

**HORIZONTAL MIXED-USE:** A mixed-use project in which all or some of the commercial and residential components are provided in separate buildings on the same parcel or on contiguous parcels included together in a master site plan.

**MAJOR ALTERATION:** A physical modification to a building that involves the entire building or has a substantial visual impact on the building or the surroundings. By way of illustration, major alteration includes, without limitation, overall building design, exterior facades, site landscape and parking.

**MCCD REVIEW COMMITTEE or COMMITTEE:** The committee established under chapter 2.68 of this code. The committee acts in an advisory capacity to the Planning Commission and City Council and serves to facilitate the design review approval process.

**MINOR ALTERATION:** A physical modification that is limited in scope or has a minor visual impact in relation to the total building. By way of illustration, minor alteration includes, without limitation, lighting and other appurtenant fixtures, signs, and awnings.

**ORDINARY MAINTENANCE AND REPAIR:** Work to repair or prevent deterioration of a building that does not constitute a minor or major alteration. Examples of ordinary maintenance and repair include repairing deteriorated masonry, replacing broken windows or damage caused by weather or natural disaster, repainting a building in the same color as existing, replacing doors, and the like. Maintenance and repair do not include major changes in color or building materials.

**PLANNING COMMISSION or COMMISSION:** The City's Planning Commission.

**PRIVATE STREET:** A right-of-way of easement in private ownership not dedicated or accepted as a public street, which affords the principal means of access to two (2) or more sites.

**PUBLIC STREET:** A thoroughfare which has been dedicated to the public and accepted by proper public authority, or a thoroughfare which has been adjudicated to be a public street by public use as provided by law.

**REVIEW PROCESS:** The process by which applications for development within the MCCD zone are reviewed for conformance with the applicable standards of this section. The process can include pre-application conferences and review by Community and Economic Development Department staff, review by the MCCD Review Committee as well as referral to and review by the Planning Commission.

**SUSTAINABLE DESIGN:** Includes methods and materials that conserve natural resources, promote adaptive reuse of materials, buildings, and sites, and promote the health and welfare of residents and property owners.

**VERTICAL MIXED-USE:** A mixed-use project in which the commercial components are provided within the same buildings with the residential components. (Ord. 21-21: Ord. 19-40)

#### **17.170.040: DESIGN REVIEW PROCESS:**

A. **Design Review:** The purpose and intent of the design review process within the MCCD is to secure the purposes of this chapter and the General Plan, and to ensure that the general appearance of buildings, signs, and the development of the lands does not detract from the purpose and intent of this chapter.

B. **Design Review Approval Required:** No exterior portion of any buildings or improvements on any properties shall be erected, altered, restored, or moved within the MCCD until after an application for a design review approval has been submitted, reviewed, and approved. Application for design review approval shall be made on forms furnished by the City's Community and Economic Development Department. The Director or designee shall determine if the application is a major or minor alteration. The determination of the Director or designee may be appealed to the appeal authority.

1. **Minor Alterations:** Administrative staff shall review and approve applications for minor alterations, signs, awnings, and lighting. Minor alterations denied by the administrative staff may be appealed to the appeal authority. A design review application, when determined to involve signs, awnings, lighting, or minor alterations may be reviewed and approved by administrative staff. A design review application for minor alterations must be approved or denied within thirty (30) days from receipt of a complete application.

2. **Major Alterations And New Construction:** The design review process for major alterations and all new construction consists of the following:

a. Pre-Application Conference: Application materials will be submitted to the Community and Economic Development Department and a time will be scheduled for a general concept review of the application. The applicant will receive input from staff on the process, design standards and other applicable elements prior to submittal of a final application.

b. Design Review: After a complete application for formal review is submitted:

(1) Meetings will be scheduled for staff review to gain City department input on the plans and review the proposal in relation to this chapter and design guidelines.

(2) The proposal shall go before the MCCD Review Committee for its review and recommendation in relation to this chapter and the design review guidelines.

(3) The application will then be forwarded to the Planning Commission for final action. The application shall be made on a form available from the Community and Economic Development Department and shall include minimum application submittal requirements as determined by the Community and Economic Development Department.

c. Design Review Approval: Design review approval must be issued by the Planning Commission prior to the issuance of a building permit or other permit granted for purposes of major alterations including constructing, altering, and moving structures and buildings. Design review approval is required whether or not a building permit is required. The Planning Commission shall review the plans for conformance with the requirements of this title and the MCCD design guidelines. The City shall determine the following before approval is given:

(1) The project is in general conformance with the current Murray City General Plan.

(2) The project is in general conformance with the specific area plan, if any, adopted for the area.

(3) The project conforms to the requirements of the applicable sections of the land use ordinance.

(4) The project does not jeopardize the health, safety, or welfare of the public.

(5) The project is in harmony with the purpose of the MCCD Zone and adheres to the principles of the MCCD design guidelines.

d. Obtaining A Building Permit: No person shall obtain a building permit for new construction or for renovation of existing buildings without first preparing and presenting the information required by this section, paying the applicable design review fees, and receiving design approval from the Community and Economic Development Department. Any building permits or such other permits not issued in conformity with this chapter shall be invalid.

e. Public Utility Companies: The State of Utah, the City, Salt Lake County, and all public utility companies shall be required to obtain design review approval prior to initiating any changes in the character of street paving, sidewalks, utility installations, lighting, walls, fences, structures, and buildings.

f. Design Elements Subject To Review:

(1) Overall building design including design character, alignment and setback, size, height, proportion, and scale of the building.

- (2) Exterior facades including exterior walls and building materials, roof and parapet, storefronts including windows and doors, bulkheads, cornices, ornamental detail, color, and back entrances.
- (3) Site landscape including pavement, steps, lighting, trees, and ground cover.
- (4) Parking.
- (5) Lighting and other appurtenant fixtures.
- (6) Signs and awnings.
- (7) Public improvements.
- (8) Site amenities.

g. Exceptions: Even if all design guidelines are not met, design review approval may be granted if the Planning Commission finds that compliance with the design guidelines or certain design guidelines would:

- (1) Deprive owner of all viable economic use of the owner's property, or
- (2) Result in substantial diminution in value of owner's property.

h. Compliance: Design review approvals shall be issued for a period of eighteen (18) months. All work performed pursuant to a design review approval shall conform to the requirements of the approval. If the construction of building improvements has not commenced within eighteen (18) months of the design approval or if construction has ceased for a period of one (1) year or longer, the approval and any associated building permits shall expire. Applicants may request two (2) extensions of six (6) calendar months during the final month prior to expiration. Requests for extension must be made in writing to the Community and Economic Development Department. (Ord. 21-21: Ord. 19-40)

i. The design review process as outlined herein shall not apply to new developments east of State Street and south of Vine Street.

## **17.170.050: PROCEDURES:**

A. Applications: The Community and Economic Development Department shall receive applications for design review approval as required under section 17.170.040 of this chapter. Applications for new construction or major alteration must be reviewed by the MCCD Review Committee, which must forward a recommendation to the Commission. Members of the Planning Commission or MCCD Review Committee may enter, solely in performance of their official duties and only at reasonable times, upon private lands for examination or survey thereof. However, no member, employee, or agent of the Commission or Committee may enter any private building without express consent of the owner or occupant thereof.

B. Public Meeting: Prior to action on an application for design review approval, the Commission shall hold a public meeting. The Commission shall take such action as may reasonably be required to inform the owners of any property likely to be materially affected by the application and shall give the applicant and such owners an opportunity to be heard. A written notice of the proposal shall be sent at least ten (10) days prior to the hearing to the applicant and to owners of property (lots, parcels, or tracts of land) within three hundred feet (300') of the property that is the subject of an application for design review approval.

C. Final Action: The Commission's final action on an application for design review approval for major alterations and new construction shall be by the passage of a motion to take one (1) of the following actions:

1. Grant the design review approval as proposed.
2. Grant the design review approval subject to specific conditions and/or modifications of the proposal presented in the application.
3. Deny the design review approval as proposed or modified.

D. Appeal:

1. Minor Alterations: Minor alterations denied by the administrative staff may be appealed to the Planning Commission by filing written notice of the appeal with the Community and Economic Development Department within thirty (30) calendar days from issuance of the written decision by the administrative staff.

2. Major Alterations And New Construction: Planning Commission decisions on applications for design review approval may be appealed to the Hearing Officer by an adversely affected party as provided in this title. (Ord. 22-33: Ord. 21-21: Ord. 19-40)

#### **17.170.060: HISTORIC PRESERVATION:**

The preservation, restoration, re-use and/or incorporation of historically significant buildings into new development within the MCCD zone is encouraged wherever possible. Applications for design review approval that include the alteration, renovation, or demolition in whole or in part of any of the historically significant buildings identified herein shall be subject to special considerations outlined in this section.

A. Designation Of Historically Significant Buildings: A list of designated historically significant buildings located within the MCCD zone shall be maintained by the Community and Economic Development Department. Buildings designated as historically significant are subject to the special considerations of this section. A property owner may remove their property from the list of designated historically significant buildings by submitting a written request to the Community and Economic Development Department or the office of the Mayor. The City shall update the list and respond in writing to the property owner demonstrating the removal within thirty (30) days of the receipt of the written request. The Mayor shall notify the City Council of the removal of a property from the list of historically significant buildings within thirty (30) days of the removal.

B. Relocation: Relocation of an existing significant historic building is allowed if approved by the Planning Commission after following the design review approval process, if it can be demonstrated that the historical character of the building can be preserved. Application and permit fees for projects involving the relocation of historically significant buildings will be waived. Fees to be waived include fees for design review approval, conditional use permits, building permits, sign permits, land disturbance permits, and excavation permits.

C. Renovation: Any renovation of all or part of a historically significant building will be considered a major alteration. Application and permit fees for projects involving the renovation of historically significant buildings will be waived. Fees to be waived include fees for design review approval, conditional use permits, building permits, sign permits, land disturbance permits, and excavation permits.

**D. Alteration And/Or Demolition:** Alteration or demolition of designated historically significant buildings is considered a major alteration and requires design review approval. Design review approval for projects involving the demolition of designated historically significant buildings is subject to the following requirements:

1. **Adherence:** The Planning Commission must find that the proposed development requiring demolition of the historically significant building demonstrates adherence to the goals and objectives of the Murray City General Plan and the MCCD Zone.

2. **Monument:** If demolition is granted, the applicant must propose and install a monument with a narrative inscription describing the historical significance of the building, or a public arts project commemorating the same. The monument or commemoration should be incorporated into the project at or near the original location of the historically significant building and will be installed at the applicant's expense. The location, design, and content of the narrative inscription of the monument must be reviewed by the Murray City History Advisory Board for recommendation to the Planning Commission as a component of the design review application.

3. **Memorandum Of Understanding:** A memorandum of understanding must be executed between the City and applicant regarding the project. The memorandum of understanding must be approved by the City Council prior to the issuance of demolition permits. The memorandum of understanding must establish the following:

a. That there is immediacy of the project and thus for demolition. A development time-line must be submitted demonstrating a twenty four (24) month project completion period for that portion of the project where a historically significant building is to be demolished.

b. That demolition of the historically significant building shall not occur until a building permit has been issued for the proposed development or phase of the development that requires the demolition.

c. That the History Advisory Board has approved a monument and inscription as required by this section. The memorandum will establish the receipt of a bond from the applicant with the City to provide for the installation of the monument and inscription.

**E. Land Use, Interior Arrangement, Maintenance, Emergency Repairs Not Considered:**

1. Nothing herein shall be construed to prevent a property owner from making any use of his or her property not prohibited by other statutes, ordinances, or regulations.

2. The ordinary maintenance or repair of any exterior architectural feature of a building in areas which do not involve replacing the feature or a change in design, material, color, or outer appearance thereof, shall not be prevented by the requirements of this chapter.

3. Nothing in this chapter shall be construed to prevent:

a. The maintenance; or

b. In the event of an emergency, the immediate restoration of any existing aboveground utility structure without approval by the Commission.

4. The construction, reconstruction, alteration, restoration, moving or demolition of any exterior architectural features, which the City building inspector or similar official shall certify is required for public safety because of an unsafe or dangerous condition, shall not be prevented by the requirements of this chapter. (Ord. 21-21: Ord. 19-40)

**17.170.070: PERMITTED, CONDITIONAL, AND PROHIBITED USES:**

A. The inclusion of a major heading includes all subcategories listed under the major heading unless otherwise excepted. (For example, listing 6900 miscellaneous service organizations includes all categories and subcategories listed from 6910 through 6999.) Any use not specifically listed shall be prohibited.

B. Uses permitted in the Murray City Center District (MCCD) are contained in Table A, below:

**Table A: Permitted Uses**

<b>No.</b>	<b>Land Use Classification</b>
<b>Table A: Permitted Uses</b>	
<b>No.</b>	<b>Land Use Classification</b>
1120	Two-family dwelling in conjunction with mixed-use developments.
1130	Multiple-family dwelling in conjunction with mixed-use developments.
1150	Apartment high rise (subject to requirements for ground floor commercial uses, see section 17.170.100).
1511	Hotels.
2180	Beverages (only in conjunction with a restaurant, 5,000 square feet or smaller).
2300	Manufacture; apparel (handwork trades only in no more than 5,000 square feet; deliveries and shipping only during normal business hours; no odors).
2510	Household furniture (handwork trades only in no more than 5,000 square feet; deliveries and shipping only during normal business hours; no odors; no outside storage).
2740	Commercial printing (handwork trades only in no more than 5,000 square feet; deliveries and shipping only during normal business hours; no odors).
2760	Greeting cards (handwork trades only in no more than 5,000 square feet; deliveries and shipping only during normal business hours; no odors).
3259	Pottery (handwork trades only in no more than 5,000 square feet; deliveries and shipping only during normal business hours; no odors).
3911	Jewelry (handwork trades only in no more than 5,000 square feet; deliveries and shipping only during normal business hours; no odors).
3920	Musical instruments and parts (handwork trades only in no more than 5,000 square feet; deliveries and shipping only during normal business hours; no odors).
3950	Costume jewelry (handwork trades only in no more than 5,000 square feet; deliveries and shipping only during normal business hours; no odors).
4602	Commercial parking lots and garages on a fee basis (except surface parking lots not associated with a permitted use).
5230	Paint, glass, and wallpaper.
5250	Hardware and supplies.
5300	General merchandise.

5400	Food stores.
5600	Apparel and accessories.
5700	Furniture, home furnishings, and equipment.
5800	Eating and drinking places (except 5813; CUP required for drive-through sales).
5900	Miscellaneous retail trade (except 5935, 5938, 5939, 5980).
6100	Finance, insurance, and real estate services (except 6112, 6123, 6124, 6141 - surety bail bonding only).
6213	Dry cleaning (in no more than 7,500 square feet).
6216	Self-service laundries.
6220	Photographic services.
6230	Beauty and barber services.
6250	Apparel repair, alteration, and cleaning, shoe repair services (except 6256).
6290	Personal services (except 6293, 6294).
6300	Business services, office only (except 6320, 6342, 6345, 6370, 6380, 6393, 6394, 6397).
6493	Watch, clock, jewelry repair, engraving.
6494	Reupholstery and furniture repair (includes antiques, etc.).
6496	Locksmiths and key shops.
6499	Miscellaneous small item repair (maximum 5,000 square feet).
6500	Professional services (office only, except 6513 and 6516, 6518, 6518.1, 6550).
6600	General construction services (office only, no material storage or equipment service yards).
6700	Governmental services (except 6714, 6740, 6750, and 6770).
6800	Educational services.
6900	Miscellaneous service organizations.
7100	Cultural activities and nature exhibitions.
7200	Public assembly.
7300	Amusements.
7410	Bowling alleys.
7420	Playgrounds and athletic areas.
7430	Swimming areas.
7451	Archery range (indoor only).
7492	Picnic areas.
7600	Parks (public and private).
7900	Other cultural, entertainment, recreational activities.
8221	Veterinarian services (completely enclosed within a building; no overnight boarding).

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Pet grooming (completely enclosed within a building; no overnight boarding).

- C. A development parcel may have more than one (1) main building.
- D. Parking structures and other accessory structures and buildings which are used in conjunction with and are incidental to the principal uses and structures, are permitted. Accessory buildings and structures may not, in aggregate, have a footprint greater than twenty-five percent (25%) of the footprint of the main buildings on a development parcel.
- E. More than one (1) permitted use may be located on a development parcel and within a building.
- F. The uses and structures contained in Table B, below, are allowed in the MCCD only after a conditional use permit has been approved by the Planning Commission and subject to the terms and conditions thereof:

**Table B: Conditional Uses**

No.	Land Use Classification
<b>Table B: Conditional Uses</b>	
No.	Land Use Classification
3250	Pottery and related products (except 3251 and 3255; handwork trades only; no loading dock; deliveries and shipping only by van or small truck during normal business hours; no odors).
3500	Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks (handwork trades only; no loading dock; deliveries and shipping only by van or small truck during normal business hours; no odors).
5813	Drive-through restaurant. Parking and maneuvering areas must be located to the rear of building; drive-through windows and lanes may not be located between the street and building front.
6111	Banking services, including drive-through services. Service windows, related maneuvering lanes, and any associated structures must be located to the rear or side of the building; drive-through windows and lanes may not be located between the street and building front unless allowed by an approved master site plan.
6513	Hospitals.
6516.1	Assisted living facilities.

- G. The following uses are prohibited in the MCCD Zone:

**Table C: Prohibited Uses**

No.	Land Use Classification
<b>Table C: Prohibited Uses</b>	
No.	Land Use Classification
5510	Motor vehicle sales.
5530	Service stations.
5590	Automotive, marine crafts, aircraft, and accessories.

5960	Farm and garden supplies.
6379	Self-storage units.
6394	Equipment rental and leasing services.
6397	Automobile, truck, and trailer services.
6410	Automobile repair and related services.
7213	Drive-in movies (outdoor theater).
7394	Go-cart tracks.
7398	Auto racing, miniature.

H. No outside storage will be allowed for any of the uses in the MCCD. (Ord. 21-21: Ord. 19-40)

**17.170.080: SUSTAINABILITY STANDARDS:**

The City has adopted the goal of pursuing and achieving sustainable development practices in the MCCD. No sustainable development certifications are required under this section; however, the City encourages sustainable development through green building rating or certification systems such as LEED, the State of Utah Division of Facilities and Construction Management High-Performance Building Standards, or the equivalent. The City may provide incentives for developers who achieve third-party sustainable development certification for buildings.

A. Any incentives provided will be based on post-performance outcomes, negotiated specifically for each development project, and specified through a development agreement which shall be approved by the City Council and/or the Redevelopment Agency of Murray City.

1. Sustainability focus areas include water conservation, stormwater management, energy efficiency and support of transit and active transportation.

2. Sustainable development principles and goals are further defined in the MCCD design guidelines and are recommended as standards for the development of the area.

B. The City recognizes that, regardless of third-party certification level, there are standards that are in the best interest of the health, safety, and general welfare of the residents of Murray. Standards to promote efficient and sustainable development have been included in the parking, landscaping, and building and site design standards of the MCCD and are required whether or not an individual development attains a third-party sustainable development certification. In addition, all new public buildings and uses shall, as practicable, be designed and built to comply with the High-Performance Building Standards developed by the Utah Division of Facilities Construction and Management. (Ord. 21-21: Ord. 19-40)

**17.170.090: AREA, WIDTH, FRONTEAGE AND YARD REGULATIONS:**

The main entry to a building should provide a strong connection to the street, one which is expressive, welcoming, and easily located. The following standards for setbacks or facades and entries are intended to contribute to the vibrant, connected, active, pedestrian oriented streetscape that is envisioned for the district:

A. Proposed development must be designed such that building facades occupy a minimum of fifty percent (50%) of the total linear feet of property frontage on public and streets with setbacks between twelve feet (12') and eighteen feet (18') from the back of curb and gutter; or

B. If greater setbacks are proposed to accommodate site features such as outdoor dining or gathering spaces:

1. All street facing building facades are to be designed so that eighty percent (80%) of the total linear feet are within twenty five feet (25') from the back face of curb and gutter.

2. Municipal, public or quasi-public buildings may have a greater setback as determined through the design review process. The additional setback shall require the development of public plazas, parks or open spaces and comply with the design standards within this chapter. (Ord. 21-21: Ord. 19-40)

#### **17.170.100: PUBLIC IMPROVEMENTS AND STREET CHARACTER:**

A. Construction of new buildings or renovations of existing buildings where the cost of improvements or renovations to a property or site exceeds fifty percent (50%) of the assessed value of the buildings on the property shall include construction and installation of the adjacent sidewalks, park strips and other landscaping, curbs, gutters, lighting, and street furniture as required in this chapter and as further described in the design guidelines.

B. Curbside Management Plans: New development and renovation projects shall include curbside management considerations with plans for the installation of public and private improvements. Curbside management planning must thoughtfully address:

1. The location of loading and unloading space for public transportation, ride-sharing, and micro-transit.

2. The location of consolidated, easily identifiable space for commercial freight loading and unloading if needed, and the accommodation of delivery for residential and commercial uses in the development.

C. The improvements within the rights-of-way for public streets shall include, but not be limited to, the following standards:

1. The right-of-way widths within the Murray City Center District vary from one hundred forty feet (140') to seventy feet (70') and respond to the site conditions and traffic volume. There are five (5) primary public streets that run through the Murray City center including State Street, 5th Avenue, Box Elder Street, Hanauer Street, 4800 South, and Vine Street.

2. Within the right-of-way, the drive lanes vary from ten feet (10') to twelve feet (12') with most streets having seven (7) to eight foot (8') on street parallel parking areas. A minimum twelve foot (12') pedestrian sidewalk is included within the right-of-way that includes a seven foot (7') pedestrian zone along with a five foot (5') furnishing or landscape strip between the sidewalk and edge of curb.

D. Benches and other street furniture shall be provided and spaced as approved by the City through the design review process.

E. All streets and sidewalks shall be available for general public use and access and not gated.

F. District standard street furniture shall be used for public sidewalks, seating areas, and trails to provide visual continuity. Courtyards, pedestrian ways, plazas, and seating areas located on private property should also include furnishings that are compatible with the projects and surrounding areas in which they are located.



G. Block Length: To facilitate and promote human scale and pedestrian connectivity in development and redevelopment in the CMU Zone, block lengths should not generally exceed three hundred feet (300'). In no case should a single building front, regardless of block length, exceed three hundred feet (300') with no physical break to allow either vehicular or pedestrian access through the building. Block length may be broken under this section by:

1. Intersection with an alley or pedestrian path. Only pedestrian paths with a minimum width of fifteen feet (15') may be considered to limit block length under this section.
2. Intersection with another interior access or public street.
3. The installation of midblock pedestrian crossings on interior access or public streets. Such crossings should be signalized where possible. Where signalized crossings are not possible the crossing should be signed, striped, or delineated with different colors or paving materials. (Ord. 21-21: Ord. 19-40)

#### **17.170.110: BUILDING DESIGN, SCALING AND DENSITY:**

- A. The primary entrance to buildings must be clearly identifiable and must be oriented to face a street, plaza, or pedestrian way. Other street facing entries must appear at least once every seventy five feet (75') on average. Alternate designs for public, quasi-public, and commercial buildings may be approved if the Planning Commission finds that there are demonstrated security concerns which cannot be reasonably mitigated without the elimination of multiple entries as required here.
- B. The functional entry of new buildings must be oriented to face the public street, public square, park, or plaza, but not a parking lot.
- C. The primary entrance to a building shall have a pedestrian scaled facade.
- D. Building entries must be covered with canopies/awnings and/or recessed entries.
- E. Building entries must meet all local, State, and Americans With Disabilities Act accessibility requirements.
- F. For corner buildings, entries are required on both street facades.
- G. All front setback areas, if proposed, shall either be landscaped or used as pedestrian ways, plazas, courtyards, or outdoor seating and dining areas.
- H. Off-street parking is not permitted in the front setback area and/or between the street and building. Parking shall be located to the side or rear of the building. However, parking associated with municipal, public, or quasi-public buildings may be located between the street and the building provided that the parking serves multiple uses or planned multiple uses.
- I. Maintenance buildings, trash collection and recycling areas, storage and service areas, mechanical equipment and loading docks shall not be permitted in the front setback of any building. Single or ganged utility meters or other service equipment may be located in the front setback of any building; provided, there are site constraints which preclude their access in a location elsewhere on site, and they are screened and approved by the City.
- J. The side lot area between non-adjacent buildings and the property line shall be developed as parking, plaza, landscaped open space, or a landscaped walkway with access to the sidewalk.
- K. Encroachments may project into the public right-of-way provided that the encroachments are between nine feet (9') and seventeen feet (17') above the sidewalk height, subject to City and Utah Department of Transportation approval where applicable. They must not obstruct or prevent the placement of street trees or other improvements within the public right-of-way.
- L. Blank walls shall not occupy over fifty percent (50%) of a principal frontage. Non-residential buildings and structures shall not have a section of blank wall exceeding thirty (30) linear feet without being interrupted by a window or glass entry door. All development shall provide ground floor windows on the building facade and adjacent to a public or private street, including private pedestrian only streets, parks, paths, or courts. Darkly tinted windows and mirrored windows which block visibility are prohibited as ground floor windows. Alternate designs for public, quasi-public, and commercial buildings may be approved if the Planning Commission finds that there are demonstrated security concerns that cannot be reasonably mitigated with full compliance to this requirement.
- M. Ground level unit entries shall have a finished floor less or equal to twenty four inches (24") above sidewalk grade.

N. Exceptions to these standards are allowed if buildings are located in designated open space area as identified in the design guidelines. Structures located or being relocated into these areas shall be allowed residential setback standards.

O. Principal Streets: Principal streets in the MCCD are identified as Vine Street, 4800 South, State Street, Box Elder Street, and Hanauer Street.

P. Commercial uses shall occupy the width of the ground floor of multi-story residential buildings facing a principal street for a minimum depth of forty feet (40'). The balance of the ground floor may be occupied by residential uses or parking. Leasing offices and lobbies allowing access to the upper residential floors may occupy no more than fifteen percent (15%) of the ground floor or up to one thousand eight hundred (1,800) square feet, whichever is less. Horizontal mixed-use projects shall provide a minimum commercial square footage component equal to an area calculated as one hundred percent (100%) of the project frontage on the principal street(s) and forty feet (40') in depth. For projects which comprise multiple parcels, square footage shall be calculated based on total project frontage on the public street.

Q. Live/Work Units: The inclusion of live/work units may be used to meet the requirement for commercial uses subject to the following considerations.

1. Excluding garage space, the entire ground floor of the live/work unit must be designed and used as commercial space.
2. Commercial spaces within the live/work unit that are used to satisfy the minimum commercial square footage or frontage requirements of this chapter may not be used for residential parking or storage.
3. The live/work unit's first story height must be a minimum of twelve feet (12').
4. Parking provided for live/work unit(s) must meet both the residential and commercial requirements of this chapter.
5. For developments on a parcel or combination of parcels greater than two (2) acres, live/work units may comprise no more than ten percent (10%) of the required commercial space.

R. Master Site Plan: A master site plan approved by the Planning Commission is required for horizontal mixed-use developments and mixed-use developments located on a parcel or combination of parcels three (3) acres or greater. In addition to the requirements of the MCCD Zone, the Planning Commission shall address the following when considering the master site plan:

1. Building Orientation: Commercial and residential buildings in the same project should be oriented to face public and private streets and accesses, and not parking lots. The orientation of commercial buildings in mixed-use projects should consider the residential components of the project and facilitate convenient access to them.
2. Central Feature: A prominent, centrally located feature such as a park, plaza, or other gathering place should be provided to unify the residential and commercial uses of the project. This location should include features and amenities to encourage public use and activity, with convenient access from both residential and commercial components of the development.
3. Outdoor Spaces: Buildings should be designed to form outdoor spaces such as courtyards, plazas, and terraces that can integrate the components of the development. Pedestrian walkways linking the components of the development with these outdoor

spaces and the public streets should be developed. The potential linkages to existing and future adjacent developments should be considered.

4. Master Site Plan Agreement: Mixed-use developments that require a master site plan shall be approved in conjunction with a master site plan agreement between Murray City and the developer. The master site plan agreement shall govern requirements for the timing of the installation of improvements, performance on construction of critical development components, and shall further memorialize the requirements for development of the several buildings and parcels as contained in the master site plan and other project approvals.

a. Required Elements: The master site plan agreement must address the following components of the proposed project:

- (1) Allowed phasing of residential and commercial development components.
- (2) Allowed residential densities.
- (3) Required parking for all uses.
- (4) Buffering of adjacent single-family residential zones.
- (5) Adequate public facilities and services.
- (6) Establishment, maintenance, or enhancement of commercial elements.

5. Master Site Plan Application Requirements: When making applications for master site plan approval to the Planning Commission, the applicant shall provide, at a minimum, the following:

a. Traffic Impact Study: The study must be prepared by a licensed traffic engineer and analyze the traffic impacts of the proposed development on surrounding public and private transportation facilities.

b. Parking Analysis: The applicant must prepare a parking analysis for the proposed mix of uses, demonstrating that the project's parking and circulation needs can be accommodated.

c. Adequate Public Utilities And Facilities Review: In order to determine the availability of and impact upon public facilities and services the applicant shall conduct a review of all public utilities including power, water, sanitary sewer, and storm water with the Public Works Department.

d. Public Services Review: The City may require review of the project's impact upon services including police, fire, schools, parks, and others.

S. Residential Densities In Mixed Use Projects: Residential uses are allowed only in projects with associated commercial components as required by this chapter. Greater residential density in mixed use development is allowed where access to public transportation and the availability of on-site and nearby services limit the need for and impact from vehicle use by residents. Allowed residential densities in the MCCD Zone are categorized by development east and west of State Street.

1. The maximum residential density for a development or redevelopment project located on property in the MCCD Zone west of State Street shall not exceed one hundred (100) units per acre.

2. The maximum residential density for projects located on property in the MCCD Zone east of State Street shall not exceed eighty (80) units per acre.

3. Adequate Public Facilities And Services Review: In order to determine the availability of and impact upon public facilities and services the applicant shall conduct a review of all public utilities including power, water, sanitary sewer, and storm water with

the Public Works Department. Review of a proposed development's impact upon other services including police, fire, schools, parks, and community and family services may also be required. (Ord. 21-21: Ord. 19-40)

#### **17.170.120: HEIGHT REGULATIONS:**

The following height restrictions shall apply in the MCCD Zone.

- A. Buildings shall not exceed ten (10) stories in height or one hundred thirty-five feet (135') whichever is less. A pedestrian scaled facade must be provided on lower floors.
- B. For new buildings located west of State Street and south of 4800 South, a minimum height of forty feet (40') or four (4) stories, whichever is less, is required.
- C. Buildings located east of State Street are exempt from the minimum height requirement.
- D. The height of a structure located adjacent to a residential zoning district may not exceed fifty feet (50') within sixty feet (60') of a residential zoning district.
- E. On properties located north of Court Avenue that are adjacent to Center Street, buildings shall not be erected to a height greater than thirty five feet (35').
- F. New buildings located east of State Street and south of Vine Street shall not exceed six (6) stories in height or seventy (70') feet, whichever is less.**
- F. Public or quasi-public utility buildings and structures are exempt from the minimum height regulations above. This exemption does not include office buildings for public or quasi-public utility companies. (Ord. 21-21: Ord. 19-40)

#### **17.170.130: LIGHTING STANDARDS:**

- A. Street and sidewalk lighting shall meet adopted City light design standards.
- B. Illumination levels shall not exceed IESNA recommended standards.
- C. Lighting shall be provided for pedestrian ways that is appropriately scaled to walking. Light standards shall not be taller than sixteen feet (16'). However, light standards adjacent to State Street or 4500 South (major arterial roadways), as well as Vine Street and 4800 South (major collector roadways) are allowed up to twenty-three feet (23') in height. Light standard height will be reviewed on a case by case basis by City staff.
- D. Lighting shall be shielded and directed downward to prevent any off-site glare.
- E. All site lighting luminaires will conform to IESNA "cutoff" or "sharp cutoff" classification. City staff will provide additional details as needed.
- F. For property owner installed private lighting, metal halide and induction lamp sources may be used subject to approval by the City Power Department and CED staff. Building facade lighting must be shielded and directed downward to avoid light trespass and illumination of the night sky.
- G. Banners may be attached to banner arms on light standards between sixteen feet (16') and twenty three feet (23') in height. A top banner arm is required with a bottom eyelet, or eyebolt for a banner to be attached to a light standard (see chapter 17.48, "Sign Code", of this title). The bottom of a banner must be at least eight feet (8') above a walkway, surfaced area, or ground level below. (Ord. 21-21: Ord. 19-40)

#### **17.170.140: PARKING REGULATIONS:**

This section establishes the standards for the amount, location, and development of motor vehicle parking, standards for bicycle parking, and standards for on-site loading areas in the MCCD. Other titles of this code and guidelines of the MCCD may regulate other aspects of parking and loading.

A. General Regulations: The regulations of this chapter apply to all parking areas in the MCCD, whether required by this code or constructed for the convenience of property owners or users. Parking areas include those that are accessory to a use, part of a commercial parking use, or for a park and ride facility in the community services use category.

1. Occupancy: All parking areas must be paved, striped, and landscaped prior to occupancy of any structure unless a deferral agreement is completed with appropriate security as allowed in section 17.76.110 of this title.

2. Calculation Of Required And Allowed Parking:

a. When computing parking spaces based on floor area, areas inside of structures which are used for parking are not counted.

b. The number of parking spaces is computed based on the primary uses on the site except as stated in subsection B4 of this section. When there are two (2) or more separate primary uses on a site, the required or allowed parking is the sum of the required or allowed parking for the individual primary uses.

c. For joint use parking, see subsection B4 of this section.

d. When more than twenty percent (20%) of the floor area on a site is in an accessory use, parking is calculated separately for the accessory use.

e. On street parking spaces immediately adjacent to the property may not be used to meet the parking requirements set forth herein.

f. For developments east of State Street and south of Vine Street, one-half (0.5) parking spaces per unit shall be provided in addition to the standard parking requirements under this section.

3. Use Of Required Parking Spaces: Required parking spaces must be available for the use of residents, customers, or employees of the use. Fees may be charged for the use of required off street parking spaces. Required parking spaces may not be assigned in any way to a use on another site, except for joint parking situations. See subsection B4 of this section. Required parking spaces may not be used for the parking of equipment or storage of goods or inoperable vehicles.

4. Stacked Parking:

a. The requirements for parking spaces and all parking area development standards continue to apply for stacked parking.

b. Stacked (individual mechanical lift), tandem, or valet parking is allowed for non-residential sites if an attendant is present to move vehicles. If stacked parking is used for required parking spaces, some form of guarantee or affidavit must be filed with the City ensuring that an attendant will always be present when the lot is in operation.

c. Tandem parking is allowed for residential sites if parking spaces (front and back stalls) are reserved or designated for a single unit. Each stall constitutes a separate stall as counted toward the total required number of parking stalls.

d. Stacked (multiple mechanical lift systems, or other automatic parking where individuals are not required to manually access and control the equipment) may be utilized for all uses without requiring an on-site attendant.

e. Proper equipment safety labels, operational protocols, equipment maintenance and other fire, life and safety issues must be reviewed and approved by all applicable City departments and meet any International Building Code and any other applicable Plumbing, Electric, or Building Codes.

5. Buildings That Exceed Four (4) Stories: For buildings that exceed four (4) stories in height, at least fifty percent (50%) of the parking shall be located within the exterior walls of the building or in a parking structure or structures. For the purposes of this chapter, building height is determined by measuring the vertical distance from the average of the finished ground level adjoining the building at the exterior wall to a flat roof deck or, for sloped roofs, to the average height of the highest roof surface.

Pursuant to section 17.76.090 of this title, the height limitations shall not apply to architectural screening for mechanical equipment, church steeples, or decorative tower elements.

6. Parking structures and decks should provide the majority of parking in the MCCD Zone.

a. Direct Access Required: Parking decks and structures must provide direct, interior, or weather protected access to the buildings, uses, and projects that they serve.

b. Exception: The Planning Commission may approve parking intended to fill commercial requirements in structures located up to three hundred feet (300') from the commercial location if it can be shown to be necessary.

c. Wayfinding signage and marked pedestrian pathways through structures and sites must be provided in all structured and surface parking.

7. On-street parking adjacent to the development parcel shall not count toward the minimum parking required by this chapter.

8. Parking in excess of one hundred twenty five percent (125%) of the minimums outlined in this section may only be provided in parking structures or within the envelope of the building.

9. In addition to Community and Economic Development Department review, the Streets Division and Engineering Division shall review the layout of parking areas, curb-cut and access restrictions as set forth in chapter 17.72, "Off Street Parking and Motor Vehicle Access Standards," of this title. Parking for projects located along State Street shall also require approval from the Utah Department of Transportation (UDOT) related to access locations, curb cuts, and the like.

B. Requirement Of Parking Spaces: The purpose of required parking spaces is to provide enough on-site parking to accommodate the majority of traffic generated by the range of uses which might locate at the site over time. Mixed-use sites that are located in close proximity to transit, have good street connectivity, and good pedestrian facilities may need less off-street parking than other types of development. The MCCD Zone encourages the inclusion of transit supportive plazas and bicycle parking to encourage transit use and bicycling by employees and visitors to the site, reducing the need for off-street vehicle parking over time. The required parking numbers correspond to broad use categories, not specific uses, in response to this long term emphasis. Provision of carpool parking located close to the building entrance will encourage carpool use.

1. Parking Requirements East And West Of State Street: The residential and commercial parking requirements for developments and redevelopment of property in the MCCD Zone are contained in Table D, below.

**Table D: Parking Requirements**

<b>Land Use</b>	<b>Parking Spaces Required</b>
<b>Table D: Parking Requirements</b>	
<b>Land Use</b>	<b>Parking Spaces Required</b>
Residential, Studio	1 space per unit
Residential, 1-bedroom	1.05 spaces per unit
Residential, 2-bedroom	1.5 spaces per unit
Residential, 3-bedroom +	2.5 spaces per unit
Office	1 space per 500 ft <sup>2</sup> net usable floor area
Medical/Dental Offices & Clinics	1 space per 500 ft <sup>2</sup> net usable floor area
Retail/Commercial	1 space per 500 ft <sup>2</sup> net usable floor area
Restaurants/Eating & Drinking Establishments	1 space per 500 ft <sup>2</sup> net usable floor area
Uses not listed	As determined by the Planning Commission based on comparable standards
Disabled/ADA Accessible	See section 17.72.040 of this title. Other requirements per the Americans with Disabilities Act
Parking in excess of 125% of minimum requirements	Allowed as approved by the Planning Commission if provided within structures or the building envelope

Developments east of State Street and south of Vine Street

An additional 0.5 spaces per unit

2. Joint Use Parking: Joint use of required parking spaces may occur where two (2) or more uses on the same or separate sites are able to share the same parking spaces because their parking demands occur at different times. Joint use of required non-residential parking spaces is allowed if the following documentation is submitted in writing to the Planning Commission:

- a. The names and addresses of the uses and of the owners or tenants that are sharing the parking.
- b. The location and number of parking spaces that are being shared.
- c. An analysis showing that the peak parking times of the uses occur at different times and that the parking area will be large enough for the anticipated demands of both uses.
- d. A legal instrument such as a cross-access and parking easement or deed restriction that guarantees continued access to the parking for both uses.

3. Limit On Size: If the total parking area of a project exceeds two (2) acres, it shall be divided into a series of separate lots. No single parking area shall exceed one (1) acre.

4. Carpool Spaces: Carpool spaces shall be designated for new commercial and non-residential portions of mixed-use buildings at a number equivalent to ten percent

(10%) of the total automobile parking for each non-residential and mixed-use building on the site. Signage indicating carpool parking spots must be provided, and the spaces must be within two hundred feet (200') of entrances to buildings served.

5. Compact Stalls: Compact stalls may be used within the MCCD and shall not constitute more than fifteen percent (15%) of the total provided spaces for a use or development. In the case of parking structures, compact spaces shall be limited to fifteen percent (15%) of the total spaces in the structure. Minimum dimension for compact spaces shall be eight feet by sixteen feet (8' x 16').

6. Bicycle Parking: Bicycle parking is required for most use categories to encourage the use of bicycles by providing safe and convenient places to park bicycles. These regulations ensure adequate short and long term bicycle parking based on the demand generated by the different use categories and on the level of security necessary to encourage the use of bicycles for short and long stays. Bicycle racks shall be placed on every development as follows:

a. The minimum number of bicycle parking spaces provided for any use shall be five percent (5%) of the vehicular parking spaces required for such use, up to a maximum of twelve (12) spaces.

b. At least two feet by six feet (2' x 6') per bicycle.

c. Designed to have sufficient space, to be a minimum of twenty four inches (24"), beside each parked bicycle to allow access. This access may be shared by adjacent bicycles. Racks shall be installed a minimum of twenty four inches (24") from any wall or other obstruction.

d. Located to prevent damage to bicycles by vehicles and the like.

e. In a convenient, visible, lighted area.

f. Located so as not to interfere with pedestrian movements.

g. Located to provide safe access to and from the street.

h. Designed to allow each bicycle to be supported by its frame.

i. Designed to allow the frame and wheels of each bicycle to be secured against theft.

j. Anchored to resist rust or corrosion, or removal by vandalism.

k. Designed to accommodate a range of bicycle shapes and sizes and facilitate easy locking without interfering with adjacent bicycles.

l. Bike lockers designed for long term storage may be substituted for up to half the required bicycle parking spaces.

m. Except for bike lockers, bicycle parking must be located within fifty feet (50') of a building's primary entrance. (Ord. 21-21: Ord. 19-40)

#### **17.170.150: LOADING AND SERVICE AREAS:**

Utilities, mechanical equipment placement and screening and service entries shall be considered early on in a project to minimize the impact both visually and acoustically and to address safety concerns. The visual impacts of utilities and mechanical equipment and any service area canopy shall be minimized using the following techniques:

A. Service entrances, waste disposal areas and other similar uses shall be located to the side or rear of buildings and shall be oriented toward service lanes and away from major streets.

- B. Service areas shall be positioned to minimize conflicts with other abutting uses.
- C. Screening walls/landscaping shall be provided to minimize visual impact of service and utility areas, using materials consistent with building design to integrate service and utility areas into design.
- D. Screen height shall be sufficient to conceal view from right-of-way and public areas of site.
- E. Screening shall be required for both ground level mounted and rooftop mounted mechanical equipment and utilities.
- F. Height of screening around outdoor/rooftop equipment shall be limited to the minimum height necessary to screen equipment from public view including adjacent properties' circulation routes.
- G. Mechanical equipment, satellite dishes, vents, flues, and associated penetrations shall not be located on a roof slope that faces the public right-of-way.
- H. Mechanical equipment may be screened by extension of the roof parapet if no rooftop equipment is visible from any public right-of-way within five hundred feet (500').
- I. Ground screening materials shall be of the same or complementary material/detailing as that of the main structure. (Ord. 21-21: Ord. 19-40)

#### **17.170.160: LANDSCAPING, OPEN SPACE, AND PROJECT AMENITIES:**

- A. Each development shall have a system of pedestrian walkways and sidewalks that provide easy connections between the building entrances, neighboring building entrances, sidewalks, parking areas, open space, and public trails. Sustainable landscaping including xeriscape species, and innovative water recycling or irrigation systems is encouraged. All landscape plans must be approved by the City.
- B. Water conserving landscape designs shall be used. All landscaping must be irrigated and planted with substantial live plant material or appropriate xeriscape for the purpose of buffering, screening, and beautifying the site, and shall comply with applicable landscape requirements found in chapter 17.68 of this title, except lawn shall not be required as stated in subsection 17.68.040A1a of this title. At plant maturity the landscaping shall represent compatibility with surrounding developed properties and uses and must be permanently maintained by the owner or occupants.
- C. The preservation of existing trees located at least fifteen feet (15') outside of the building footprint is encouraged wherever possible. Applicants for new construction shall submit tree surveys in conjunction with landscaping plans in order to identify trees that may be preserved.
- D. Trees shall be spaced in order to provide shade for fifty percent (50%) of sidewalk length within five (5) years of planting when combined with shade provided by approved structures.
- E. Where new plant materials are to be used, indigenous species should be included. ~~No more than fifty percent (50%) of the landscaping areas shall be turf. Where turf is specified, an eco-lawn mix shall be used.~~ Appropriate, indigenous species of plant materials and trees will be established by Community and Economic Development staff.
  - 1. Up to 25% of landscaping and amenity areas may include turf where an active purpose or function make it necessary. Where turf is specified, an eco-lawn mix shall be used. However, the planning commission may consider and approve exceptions to the

maximum 25% turf if it can be demonstrated that the design of the landscaping will provide usable, publicly accessible open space as part of the development.

F. A fifty foot (50') minimum setback shall be provided from top of bank of Little Cottonwood Creek. No buildings, parking facilities, or vehicular accesses may be placed in the required setback. The Planning Commission may approve pedestrian, bicycle, or multi-use paths and trails and other open space improvements or amenities within the setback if they are not disruptive. Top of bank shall be located by a licensed surveyor or engineer.

G. Public spaces that are adjacent to wetlands or watercourse setbacks must have a native planting transition zone that blends into sensitive habitat areas.

H. 1. Fifteen percent (15%) of the area of each project shall be developed as landscaped setbacks, public plazas, parks open spaces, or walkways. In addition, each project shall have a system of pedestrian walkways and sidewalks that provide connections between building entrances, neighboring building entrances, sidewalks, parking areas, open spaces, and walkways. Landscaped Amenity-amenity areas provided in conjunction with multi-family uses will qualify as open space.

2. For developments east of State Street and south of Vine Street, twenty-five percent (25%) of the area of each project shall be developed as landscaped setbacks, public plazas, parks open spaces, or walkways. In addition, each project shall have a system of pedestrian walkways and sidewalks that provide connections between building entrances, neighboring building entrances, sidewalks, parking areas, open spaces, and walkways. Landscaped amenity areas provided in conjunction with multi-family uses will qualify as open space.

I. Project Amenities must be provided in each mixed-use development. Developments with up to one hundred (100) units must provide a minimum of one (1) project amenity. Projects with more than one hundred (100) units must provide one (1) additional amenity for each additional one hundred (100) units or portion thereof. Project amenities can include both indoor spaces such as club houses and exercise facilities, and outdoor spaces such as walking paths, dog parks, playgrounds, pools. For required amenities, selections may be made from the list below. The Planning Commission may consider and approve the use of other amenities not anticipated here.

1. Playing fields.
2. Sport courts.
3. Playground areas (to include four pieces of playground equipment minimum).
4. Picnic areas.
5. Tennis courts.
6. Swimming pools.
7. Exercise rooms, gymnasiums.
8. Club rooms.
9. Outdoor patios areas.
10. Gazebos.
11. Walking paths.
12. Multi-purpose trails.
13. Dog parks.
14. Nature paths with improvements.
15. Climbing walls and gyms.

16. Amphitheaters and outdoor entertainment areas.
17. Tot-lots (may consist of single playground equipment with seating adjacent).
18. Community gardens.
19. Interactive fountains and water features. (Ord. 21-21: Ord. 19-40)

**17.170.170: SIGN REGULATIONS:**

Signage in the MCCD shall be governed by the standards of the City Sign Code found in chapter 17.48 of this title unless modified by the standards below. In calculating allowed sign area for attached signs the standards of section 17.48.200 of this title related to signs in commercial and manufacturing zones shall apply. Residential buildings shall be limited to signage indicating the name and address of the project and required informational and regulatory signs such as lobby hours or parking garage wayfinding.

A. Signs shall be designed in accordance with the MCCD design guidelines in relation to materials, color, and sign type. New signs in the MCCD shall be considered a minor alteration requiring administrative design review approval.

B. Wayfinding and directional signage related to parking and access up to a maximum of eight (8) square feet may be located on the same building, property, or within the same project. Such signage may also be reasonably located off-site within the same district if the necessity for such locations can be demonstrated through the design review process. (Ord. 21-21: Ord. 19-40)

**17.170.180: NONCONFORMING USES AND DEVELOPMENTS:**

Nonconforming uses shall be allowed to continue and expand in accordance with chapter 17.52 of this title. Establishment of permitted or conditional uses on properties that are nonconforming in relation to building or parking setback, landscaping, or other site development standards shall not be required to bring the site into conformance with the standards of this chapter until the cost of improvements or renovations to a property or site exceeds fifty percent (50%) of the assessed value of the buildings on the property. Applications for renovations or improvements to properties that are nonconforming in relation to development standards shall include a calculation of the cost of the improvements. (Ord. 21-21: Ord. 19-40)

# MCCD Zone, proposed changes

Text Amendments to 17.170 regarding  
height, parking, and landscaping



1903

LA

# Areas Impacted



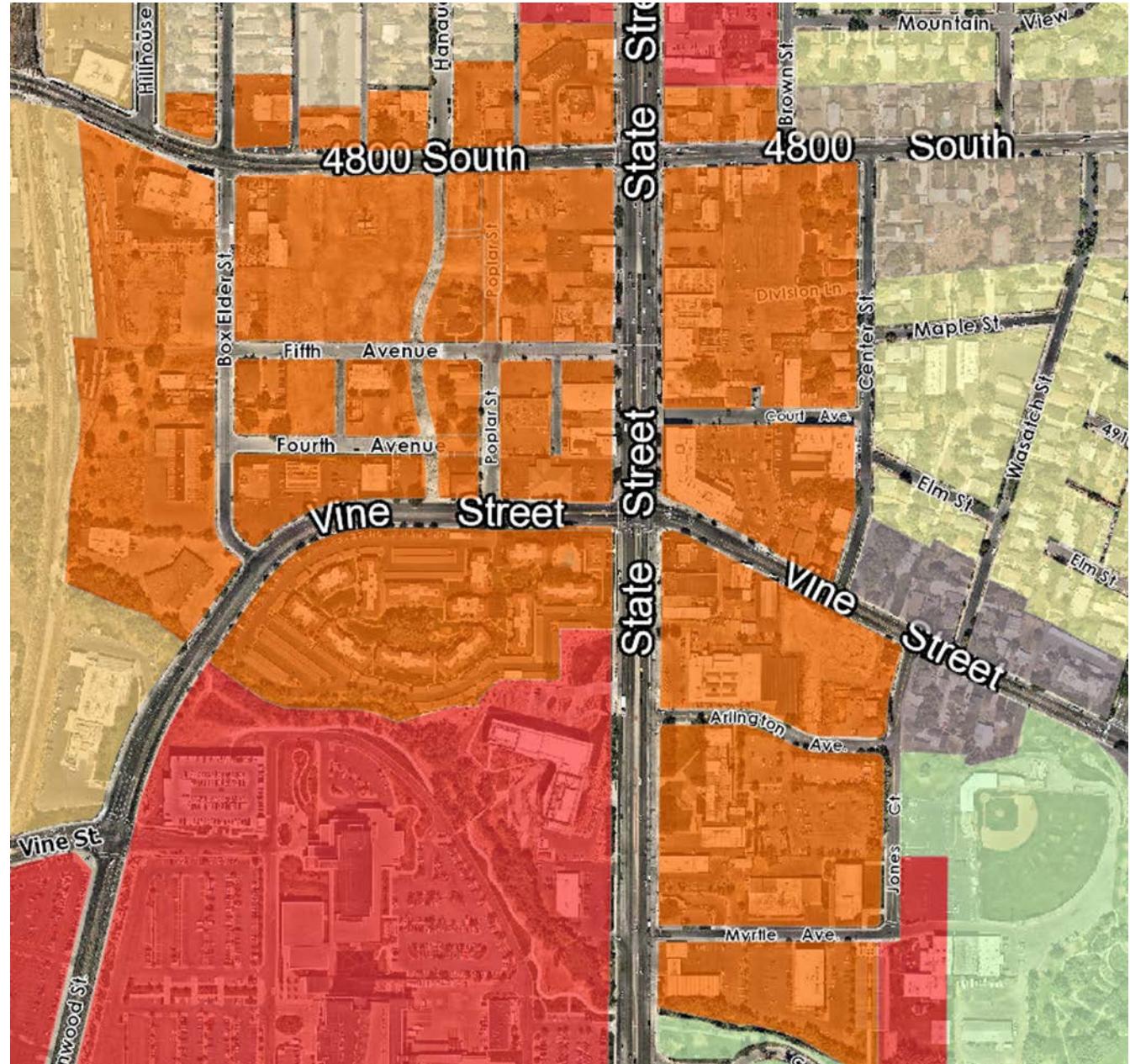
Height



Parking



Landscaping & Open Space



# Areas Impacted



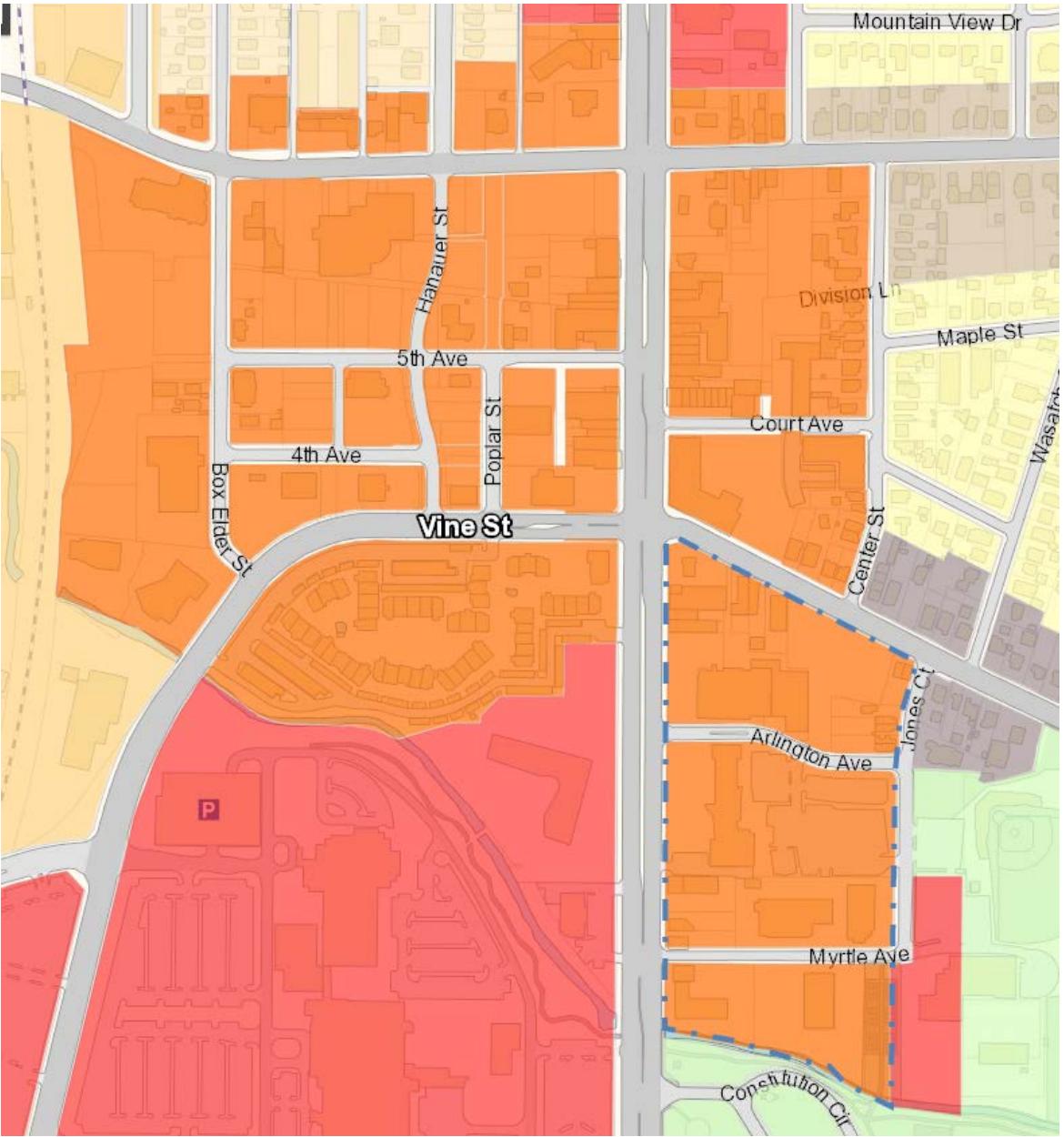
Height



Parking



Landscaping & Open Space



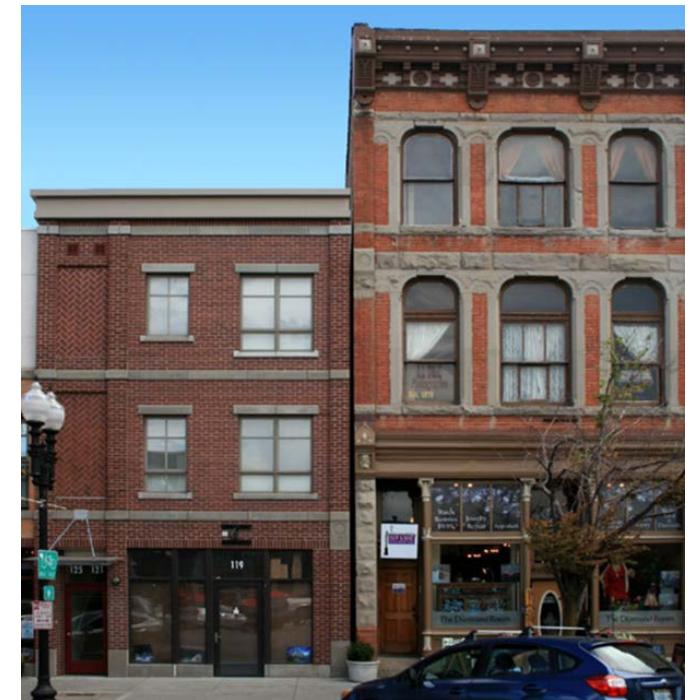


## Height Regulations

Current:  
Buildings not to exceed  
Ten (10) stories or 135'



Proposed:  
Buildings not to exceed  
Six (6) stories or 70'

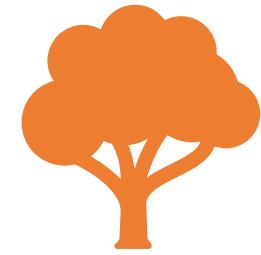




**Table D: Parking Requirements**

Land Use	Parking Spaces Required
Residential, Studio	1 space per unit
Residential, 1-bedroom	1.05 spaces per unit
Residential, 2-bedroom	1.5 spaces per unit
Residential, 3-bedroom +	2.5 spaces per unit
Office	1 space per 500 ft <sup>2</sup> net usable floor area
Medical/Dental Offices & Clinics	1 space per 500 ft <sup>2</sup> net usable floor area
Retail/Commercial	1 space per 500 ft <sup>2</sup> net usable floor area
Restaurants / Eating & Drinking Establishments	1 space per 500 ft <sup>2</sup> net usable floor area
Uses not listed	As determined by the Planning Commission based on comparable standards
Disabled / ADA Accessible	See Section 17.72.040 of this title. Other requirements per the Americans with Disabilities Act
Parking in excess of 125% of minimum requirements	Allowed as approved by the Planning Commission if provided within structures or the building envelope
<b><u>Developments east of State Street and south of Vine Street</u></b>	<b><u>An additional 0.5 spaces per unit</u></b>





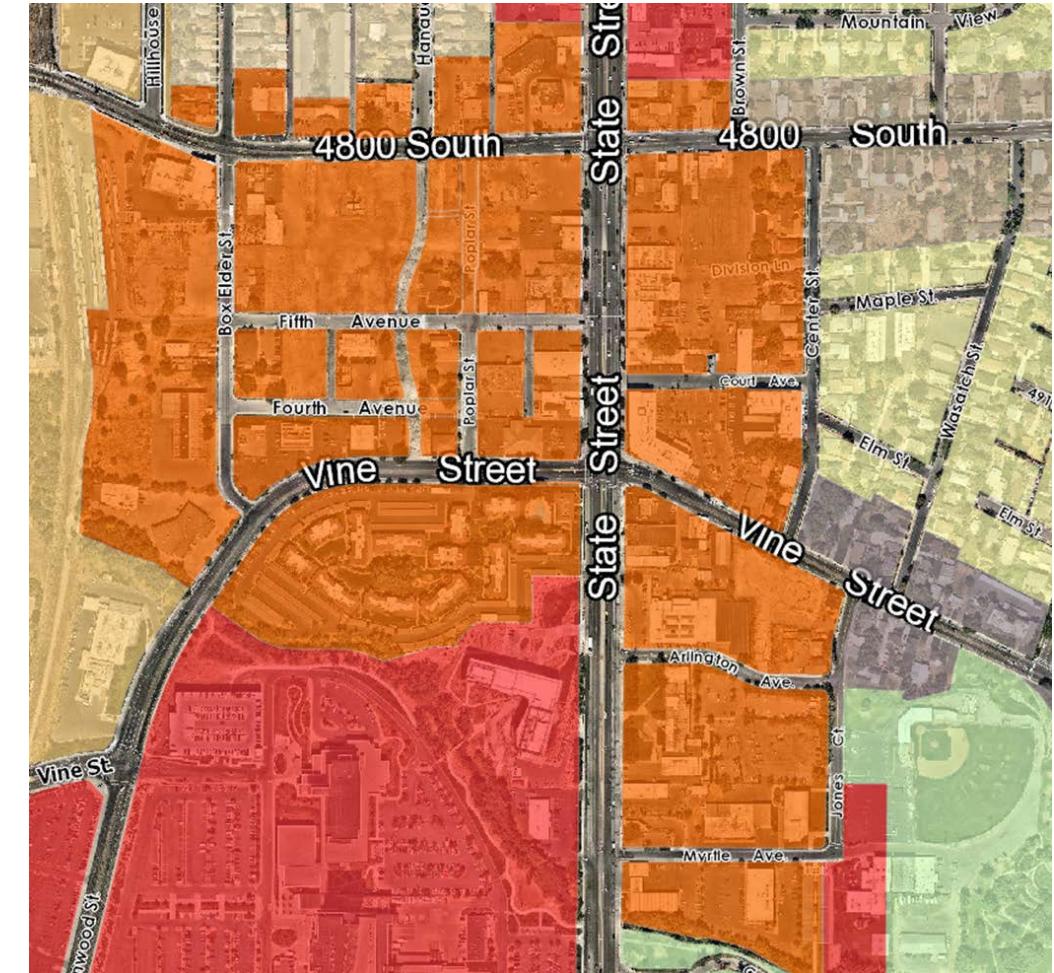
# Landscaping & Open Space

- Requirement increased from 15% to 25% overall.
- Turf may not comprise more than 25% of the total landscaping area (was 50%) and must be functional.
- Exceptions to the 25% turf limitation may be considered if it is usable, public-access open space as part of the development.
- Maintains existing requirements for use of native plants, water-conserving landscape designs overall, street trees, etc.



# Staff Recommendation

Staff recommends that the Planning Commission **forward a recommendation of APPROVAL** to the City Council for the draft text amendments to Chapter 17.170 of the Murray City Land Use Ordinance as presented.





THANK YOU!





**MURRAY**  
CITY COUNCIL

# Business Items



**MURRAY**  
CITY COUNCIL

# Business Item #1



# MURRAY

## Council Action Request

# Murray City Fire Department

## Agreement between Murray City and LIV

## Council Meeting

Meeting Date: March 7, 2023

<b>Department Director</b> Chief Joseph Mittelman	<p><b>Purpose of Proposal</b></p> <p>Finalize a contract with a third party compliance engine for life safety equipment inspections</p>
<b>Phone #</b> 801-264-2708	<p><b>Action Requested</b></p> <p>Approval from the council to sign a contract with the company LIV</p>
<b>Presenters</b> Joseph Mittelman Steve Roberson	<p><b>Attachments</b></p> <p>None</p>
	<p><b>Budget Impact</b></p> <p>None</p>
<b>Required Time for Presentation</b>	<p><b>Description of this Item</b></p> <p>LIV is a data storage company and compliance engine that significantly helps us ensure compliance and safety in our businesses.</p>
<b>Is This Time Sensitive</b> No	<p>They do this by requiring third party inspectors/technicians to upload documents whenever any repairs, maintenance or installations occur to any fire sprinkler or alarm system. This system would notify our department with any deficiencies noted by the inspectors and greatly assist us in keeping the life safety systems in our city functioning properly.</p>
<b>Mayor's Approval</b>  <i>Doug Hill</i>	<p>This item requires the City Council's approval because LIV will impose a \$15 fee for every item uploaded. That is LIV's business model and no portion of the fees will be coming to Murray City.</p>
<b>Date</b>	
January 23, 2023	

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

A RESOLUTION APPROVING AN AGREEMENT BETWEEN MURRAY CITY CORPORATION AND LIFE SAFETY INSPECTION VAULT LLC FOR THE COLLECTION, ORGANIZATION, AND STORAGE OF FIRE AND LIFE SAFETY INSPECTION REPORTS.

WHEREAS, local commercial buildings and businesses are required to maintain updated Fire and Life Safety Systems ("Safety Systems"); and

WHEREAS, third-party inspection companies ("Inspection Companies") perform regular inspections of these Safety Systems and provide regular reports on the types of fire and life safety protection systems used, due dates of required inspections, and any deficiencies that may exist; and

WHEREAS, the Inspection Companies are required to provide updated Safety System inspection records and reports to the local fire authority to ensure compliance with applicable building and fire codes; and

WHEREAS, Life Safety Inspection Vault LLC ("LIV") offers a service which will collect, organize, and store the various Safety System inspection records and reports for commercial buildings and businesses located in Murray City (the "LIV Services"); and

WHEREAS, Inspection Companies performing inspections of commercial buildings and businesses within the City will be required to submit their reports through the LIV Services; and

WHEREAS, in order to submit records and reports through the LIV Services, the Inspection Companies will be required to pay a \$15.00 fixed fee for each inspection report submitted which will be paid directly to, and retained by, LIV; and

WHEREAS, the City desires to enter into an Agreement with LIV to govern the terms and conditions of the collection, organization, and storage of the Safety System reports through the LIV Services; and

WHEREAS, it is beneficial to the City and its citizens to have the Safety System inspection reports collected, stored, and organized to provide for a more efficient tracking and follow-up process.

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

1. The Agreement between Murray City and Life Safety Inspection Vault LLC is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Mayor is authorized to execute the same.

2. The Agreement will become effective as stated in the Agreement.

PASSED and APPROVED and made effective this \_\_\_\_ day of \_\_\_\_\_ 2023.

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

ATTEST:

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Brooke Smith, City Recorder

## **ATTACHMENT A**

(Agreement between Murray City and Life Safety Inspection Vault LLC)

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement"), dated \_\_\_\_\_, 2022 ("Effective Date"), is between Life Safety Inspection Vault LLC, an Idaho limited liability company ("LIV"), and Murray City Corporation, a municipal corporation of the State of Utah, with a principal place of business at 5025 South State Street, Murray, Utah 84107 ("Client"). The term "Agreement" means, collectively, this Agreement, the applicable Registration Form(s), the applicable SOW(s), and any operating rules, policies, and procedures that LIV may publish from time to time. LIV and Client agree as follows:

### SECTION 1. ENGAGEMENT; SERVICES; DUTIES

**1.1 Engagement.** Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with a software as a services ("SaaS"), web-based management of the Client's fire safety system permitting (collectively, the "Services").

**1.1.1 Scope of Services.** The Services consist of a SaaS application that collects, organizes, and stores fire and life safety reports pertaining to inspection, testing, and maintenances. The Services include the ability for Client to generate digital, customizable reports, saving inspection companies time and paper, while providing the Client a familiar report that is easy to read. As part of the Services, LIV provides a proactive service that includes hard and soft copy notifications sent to building owners and follow-up phone calls to help increase testing and maintenance activity within the Client's jurisdiction, however any such notifications or phone calls shall only be sent or performed by Client. The Services shall also include in-depth face-to-face training with the Client's personnel.

**1.1.2 The Vault.** LIV will provide the Services through LIV's proprietary web-based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the "Vault"). The Vault provides a secure cloud environment in which third-party contractors that inspect, test, and maintain fire protection systems can submit their reports via LIV's web application directly to the Client, facilitating a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems.

**1.2 Designation of Key Personnel.** LIV's "Representative" is Cole Harding, phone: 855-225-4822, e-mail: Cole.harding@livsafe.com. The Client's "Representative" is \_\_\_\_\_, phone: \_\_\_\_\_, e-mail: \_\_\_\_\_. Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement throughout the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence with the Services and the Vault.

**1.3 LIV's Responsibilities.** LIV shall fully and timely provide all deliverables described in Section 1.1 of this Agreement in material compliance with the terms, covenants, and conditions of this Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively, "Laws"). LIV will provide all technical and professional expertise,

knowledge, management, and other resources required for accomplishing all aspects of the tasks and activities associated with the Services. LIV shall coordinate an annual business review meeting with representatives designated by each party either via teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

**1.4 Client's Responsibilities.** Client's Representative will be responsible for exercising general oversight of LIV's activities in completing each SOW. Specifically, the Client's Representative will represent the Client's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by LIV, and shall approve all invoices for payment, as appropriate. The Client's Representative may give LIV timely feedback on the acceptability of progress and task reports.

## **SECTION 2. COMPENSATION**

### **2.1 Management Fee.**

2.1.1 LIV will collect and retain from each user submitting an inspection report a fixed fee of \$15.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (*e.g.*, the inspector) and the Client is not billed for any fees. LIV shall not make any changes to the Fixed Fee without the prior written approval of the Client. Client's approval of any fees is subject to the approval of the Murray City Municipal Council. Client will not be charged any fees for access to and use of the Vault.

2.1.2

## **SECTION 3. TERM AND TERMINATION**

**3.1 Term of Agreement.** The term of this Agreement is for an initial period commencing on the Effective Date and running through the date that is 1 year from the Effective Date ("**Initial Term**"). Thereafter, the Agreement will automatically renew for up to four additional one-year terms (each, a "**Renewal Term**," and collectively with the Initial Term, the "**Term**") unless, no later than 90 days before the expiration of the initial Term or any successive Renewal Term, either Party notifies the other of its intent not to renew the Agreement.

**3.2 Termination.** In addition to any other express termination right set forth in this Agreement:

3.2.1 Either party may terminate this Agreement, without cause, effective on 90 days written notice to the other party;

3.2.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is

incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non- breaching party provides the breaching party with written notice of such breach; or

3.2.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**3.3 Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No termination shall affect LIV's responsibility to remit any and all fees collected pursuant to Section 2 of this Agreement. Upon expiration or earlier termination, Client may retain copies of all previously prepared and stored third-party fire safety inspection reports.

**3.4 Survival.** This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## **SECTION 4. WARRANTIES; LIMITATIONS**

### **4.1 Warranty.**

4.1.1 Vault and Services Warranties. LIV represents and warrants to Client that, subject to Section 4:

(a) all Services to be provided to the Client under the Agreement will: (i) subject to Section 4, perform in accordance with Section 1.1 of this Agreement; and (ii) be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and in material compliance with all Laws; and

(b) the Vault will perform, in all material respects, in accordance with Section 1.1 of this Agreement.

4.1.2 Intellectual Property Warranty. LIV represents and warrants that:

(a) LIV has, and throughout the Term of this Agreement will have, the right, power, and authority to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Agreement; and

(b) The Services and their use by Client in accordance with all Documentation will not infringe any United States copyrights, patents, trade secrets, or other proprietary rights of any third-party.

4.1.3 Accuracy of Information. LIV does not warrant the accuracy of the information that is put into the Vault by third-party inspectors, but LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client.

4.1.4 Access to Client Data after Termination. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

4.1.5 Non-Suspension or Debarment. LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

**4.2 Limitations; Disclaimer of Warranties.** All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 4, VAULT AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE" AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. LIV'S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 4, AND CLIENT'S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 11 AND SECTION 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

## **SECTION 5. PROPRIETARY RIGHTS**

**5.1 Proprietary Rights.** LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the "**Derivative Works**"), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the "**Documentation**"), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under

this Agreement, Client has no right, title, or interest in or to Vault, the Services, any Derivative Works, the Documentation, or any other LIV IP.

**5.2 Use of Trademarks.** During the Term, LIV may not, without Client's prior written consent, use Client's trademarks or logos for any purpose, including promotional. Any notification, letter, or other communication sent out with Client's trademarks or logos shall only be sent or transmitted by Client.

## **SECTION 6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS**

### **6.1 Definitions.**

6.1.1 **“Aggregated Statistics”** means data and information related to Client's use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

6.1.2 **“Authorized User”** means Client's employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement. Third party inspectors shall not be considered employees, agents, consultants or contractors of Client unless specifically designated in writing by the City.

6.1.3 **“Client Data”** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client, a third party inspector, or an Authorized User through Vault, including all fire safety inspection reports.

6.1.4 **“LIV IP”** means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV's monitoring of Client's access to or use of Vault, but does not include Client Data or fire safety inspection reports.

6.1.5 **“Registration Form”** means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client's access to Vault under this Agreement.

### **6.2 Access and Use.**

6.2.1 **Registration.** In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information (“**Registration Data**”) as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client's account and Client's rights to use Vault.

6.2.2 Provision of Access. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client's internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

6.2.3 Fees. There are no fees for access to and the use of the Vault.

6.2.4 Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of Vault.

6.2.5 Use Restrictions. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any Law; (vi) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client shall not be liable and have no obligations as to third party contractors that inspect, test and maintain fire protection systems use of the Vault. Client shall be allowed to make hard and/or electric copies of any third-party fire safety inspection reports and retain them for Client's records and verification needs.

6.2.6 Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

6.2.7 Data Storage. LIV shall not place any limit on the amount of memory or other computer storage that Client may utilize through Vault. Client will not be charged any fees for any memory or other computer storage Client may utilize through the Vault.

6.2.8 Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by Law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "Service Suspension").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

**6.2.9 Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted by Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

**6.2.10 LIV Responsibilities and Uptime.** LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

**6.3 Equitable Relief.** Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction within the State of Utah. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

**6.4 Client Responsibilities.** Client is responsible and liable for all uses of Vault and any Documentation resulting from access directly provided by Client. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

**6.5 Termination and Suspension of Service.** If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days, and shall subsequently securely dispose of Client Data. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

## **SECTION 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK**

**7.1 LIV IP.** Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

**7.2 Client Data.** LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data, and perform all acts with respect to the Client Data, as may be necessary for the limited purpose of LIV providing to Client the Services as set forth in this Agreement.

**7.3 Feedback.** If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

## **SECTION 8. CONFIDENTIAL INFORMATION**

**8.1 Definition.** From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other

sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

## **8.2 Nondisclosure and Nonuse.**

8.2.1 The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

8.2.2 Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

8.2.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8.2.4 The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

**8.3 Breach; Equitable Relief.** Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non-breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction

within the State of Utah. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

## **SECTION 9. STAFFING; WORK SITES; LAWS**

**9.1 Staffing.** LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the performance of this Agreement Client finds that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

**9.2 Compliance with Health, Safety, and Environmental Regulations.** LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

**SECTION 10. INSURANCE.** During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the State of Utah.

**10.1 Workers' Compensation and Employers' Liability.** Workers' Compensation insurance must be provided as required by all applicable state laws. Employers' Liability insurance must be provided in amounts of at least \$100,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$100,000 for each employee for bodily injury by disease.

**10.2 Commercial General Liability.** LIV will obtain and maintain a Commercial General Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence; \$1,000,000 for personal injury liability; and \$2,000,000 general aggregate.

**10.3 Insurance Certificate.** Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

**10.4 Notice of Policy Changes.** The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

## SECTION 11. INDEMNIFICATION

**11.1 LIV's Indemnification Obligations.** To the extent of its negligence or willful misconduct, LIV shall indemnify, defend, and hold harmless Client and Client's officers, directors, volunteers, elected officials, appointed officials, employees, agents, and representatives (each, a "Client Indemnitee") from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") arising out of or resulting from any third-party claim, suit, action or proceeding (each, a "Third-Party Action") and caused by any intentional act, omission, or negligence of LIV, its agents, employees, officers, partners, or subcontractors; provided however that LIV is not required to indemnify, defend, or hold harmless any Client Indemnitee for that portion of any claim, loss, or damage due to the fault of the Client Indemnitee.

11.1.2 Intellectual Property Indemnification. LIV will indemnify, defend, and hold harmless the Client Indemnitees from and against any Third-Party Action that alleges Vault or the Services, or any use of the Vault or the Services in accordance with this Agreement, infringes or misappropriates such third-party's US patents, copyrights, or trade secrets. However, this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or Services not made by LIV; or (c) Client Data.

**11.2 Client's Liability.** Client shall not be required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

11.2.1 Any Losses arising out of or related to Client's breach of any of Client's representations, warranties, or obligations under this Agreement; and

11.2.2 Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action:

(a) For bodily injury, death of any person or damage to real or tangible, personal property resulting from Client's grossly negligent or willful acts or omissions;

(b) Based on Client's or any Authorized User's (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii) modifications to Vault or the Services not made by LIV.

**11.3 Indemnification Procedures.** The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall

employ counsel of its choice to handle and defend that Action, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

**11.4 Infringement Remedy.** If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a) modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue to use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN SECTION 12.

## **SECTION 12. ASSUMPTION OF RISK; LIMITATION OF LIABILITY**

**12.1 Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

**12.2 Exclusion of Certain Damages; Limitation of Liability.** IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

**12.3 Exceptions.** The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions for death or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

## **SECTION 13. FORCE MAJEURE**

**13.1** Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national, regional, or local emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; (i) pandemic, epidemic, quarantine, or other health directive; or (j) any other event that is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

**13.2** A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement if such failure or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services. .

## SECTION 14. MISCELLANEOUS

**14.1 Notices.** All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being three days following the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV:           Life Safety Inspection Vault LLC  
Attn.: Manager  
146 East Chubbuck Road, Suite C  
Chubbuck, ID 83202  
Phone: (208) 254-7718  
E-mail: Cole.harding@livesafe.com

To Client:       Murray City Corporation  
Attn.: Fire Chief Joseph Mittelman  
4848 South Box Elder Street  
Murray, Utah 84107  
Phone: 801-264-2708  
Email: jmittelman@murray.utah.gov

**14.2 Interpretation.** Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the word "or" is not exclusive; and (b) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Exhibits other documents referred to in this Agreement (if any) must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in the body of this Agreement.

**14.3 Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either party of any default in performance by the other party, or any waiver by either party of any breach, or series of breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

**14.4 Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

**14.5 Choice of Law; Attorneys' Fees.** The parties intend for this Agreement to be governed solely by the laws of the State of Utah. Any action arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake County, in the Third Judicial District Court for Salt Lake City. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as may be provided by Law.

**14.6 Assignment.** Neither Client nor LIV may assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of this Section 14.6 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

**14.7 US Government Rights.** Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to Vault, the Services, and the Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

**14.8 Entire Agreement and Conflict of Terms.** This Agreement is the entire agreement between the Parties and supersedes any prior and contemporaneous agreement and understanding between the Parties, whether oral or written. LIV terms and conditions (if any) must be attached to this Agreement. No other terms or conditions will apply to this Agreement, including terms listed or referenced on LIV's website, quotation/sales orders, purchase orders, or invoices. In the event of any conflict in the Agreement terms and conditions, the order of precedence is: (i) this Agreement; and (b) and Terms and Conditions attached to this Agreement.

**14.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which constitute the same Agreement. Delivery of an executed counterpart signature page of this Agreement by electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LIFE SAFETY INSPECTION VAULT LLC,  
an Idaho limited liability company

,  
a municipal corporation of  
the State of

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

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

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

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

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

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



**MURRAY**  
CITY COUNCIL

# Business Item #2



**MURRAY**

## **Council Action Request**

# **Mayor's Office**

## **Interlocal Agreement with Murray School District for lease of property**

### **Council Meeting**

Meeting Date: March 7, 2023

<b>Department Director</b> Mayor Brett Hales	<b>Purpose of Proposal</b> Consider Agreement to lease property at 73 West 6100 South for early childhood education and Head Start programs
<b>Phone #</b> 801-264-2600	<b>Action Requested</b> Consider approval of Resolution and Agreement
<b>Presenters</b> Doug Hill	<b>Attachments</b> Resolution and Interlocal Agreement
<b>Required Time for Presentation</b> 5 Minutes	<b>Budget Impact</b> n/a
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> Extend the lease with the Murray School District and Utah Community Action for use of city-owned buildings located at 73 West 6100 South for early childhood education and Head Start programs. The lease is for one year and shall automatically renew on a yearly basis unless terminated as provided in the Agreement.
<b>Mayor's Approval</b>   <b>Date</b> February 3, 2023	

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

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY, THE UTAH COMMUNITY ACTION HEAD START PRORAM AND MURRAY CITY SCHOOL DISTRICT ("DISTRICT") TO LEASE CITY PROPERTY

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 District and the City 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, in 2017 the City and the District entered into an interlocal agreement for a lease of City owned property located at approximately 73 West 6100 South in Murray City, Salt Lake County, Utah; and

WHEREAS, the 2017 interlocal agreement provided for a term of five (5) years with no option for renewal; and

WHEREAS, the term of the 2017 interlocal agreement has passed; and

WHEREAS, City is willing to enter into another interlocal agreement for a lease of City owned property located at 73 West 6100 South with the Utah Community Action Head Start Program and District subject to certain conditions providing Head Start space in which to operate a community service program geared to the educational needs of low-income children and their families and providing District space in which to provide educational and recreational opportunities to City residents generally.

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

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

PASSED AND APPROVED this \_\_\_\_ of \_\_\_\_\_, 2023

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

ATTEST

---

Brooke Smith, City Recorder

## **INTERLOCAL AGREEMENT**

*Between Murray City Corporation and the Murray School District  
for lease of City property at 73 West 6100 South*

This Lease Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between Murray City Corporation, a municipal corporation of the State of Utah (“City”) and Utah Community Action Head Start Program and the Murray School District (collectively, “Tenants”; individually “Head Start” and “District”, respectively).

### **RECITALS**

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

WHEREAS, in 2017 the parties entered into a lease agreement for City owned property located at 73 West 6100 South in Murray, Utah (the “Property”); and

WHEREAS, the 2017 lease agreement was entered to provide Head Start space in which to operate a community service program geared to the educational needs of low-income children and their families and to provide District space in which to provide educational and recreational opportunities to City residents generally; and

WHEREAS, the 2017 lease agreement provided for a term of five (5) years, with no option for renewal; and

WHEREAS, the term of the 2017 lease agreement has passed; and

WHEREAS, based on the actions of the parties since the expiration of the 2017 lease agreement, it was their intention to enter another lease agreement in order to extend the arrangement; and

WHEREAS, by continuing to adhere to the terms of the 2017 lease agreement, the parties have created an implied-Agreement-in-fact; and

WHEREAS, the parties want to enter into a new formal agreement to extend the lease arrangements under the 2017 lease agreement and to allow for renewals of the lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **AGREEMENT**

#### **1. GRANT OF LEASE OF PROPERTY**

City leases to Tenants for their use, portions of the Property (“Tenants’ Premises”) as determined by the City’s Chief Administrative Officer (“CAO”). The CAO’s determination of what portions of the Property are to be used by Tenants is attached hereto as Exhibit A. No other portions of the Property will be used by Tenants unless first approved in writing by the CAO.

## 2. SCHEDULE

Generally, District shall have the nonexclusive right to use the Tenant’s Premises and Property for the duration of this Agreement subject to the following uses by the City and District:

- City shall exclusively use that portion of the Property known as the “East Bay” from April 1<sup>st</sup> through August 31<sup>st</sup> of each year.
- District shall have the nonexclusive right to use the East Bay from September 1<sup>st</sup> through March 31<sup>st</sup> of each year as determined by the CAO.
- Maximum flexibility shall be allowed by the City in the scheduling and use of the Property keeping in mind that the policy of this Agreement is to allow use of the Property by the parties in the following priority:

- o First Priority: City
- o Second Priority: District
- o Third Priority: Head Start

The parties are encouraged to cooperate with each other in working out any other times of use of the Property not specifically defined in this section.

## 3. TERM OF LEASE

The term of this lease shall be one year from the Effective Date, and shall automatically renew on a yearly basis unless terminated as provided in this Agreement.

## 4. CONSIDERATION

A. In addition to the covenants and agreements described herein, District and Head Start shall do the following:

- 1) Improve the Tenants’ Premises at their sole cost and expense;
- 2) Maintain and operate their respective programs at their sole cost and expense for the use of qualifying residents of the City;
- 3) Assume and be responsible for all expenses and liabilities related to the operation of Tenants’ Premises for the purposes stated in this Agreement, including repair and maintenance of the HVAC and heating systems;

- 4) Provide janitorial services for the restrooms and other intensive janitorial services to the Tenants' Premises they utilize, except that City shall be responsible for janitorial services of the East Bay when used by the City;
- 5) Keep the Tenants' Premises in a sanitary condition and shall be responsible for the abuse and destruction of the Tenants' Premises not due to ordinary wear and tear that occurs during the hours they operate their respective programs; and
- 6) Remove all equipment, toys, furniture, and other such property from the East Bay between April 1<sup>st</sup> and August 31<sup>st</sup> of each year, unless permission is given to them from City to allow such equipment to remain.

B. The City shall be responsible for any damage caused by its use of the Property.

5. **UTILITIES**

District and Head Start shall pay utility costs such as heat, water, gas and electricity at no cost to the City.

6. **USE OF LEASED PREMISES**

- A. The Tenants' Premises are to be used solely for the operation of District and Head Start programs.
- B. Tenants may not sub-lease the Tenants' Premises without City's written consent.
- C. Head Start acknowledges that it will not be the only organization using the Property. Accordingly, the needs of the community shall be given consideration in the planning of Tenants' programs and in the scheduling of the use of the Tenants' Premises and in the scheduling of the remaining portion of any unused space at the Property and therefor, the Parties agree that meetings shall be held at reasonable intervals between representatives of the City and Tenants to facilitate mutual cooperation, effective scheduling of both the Tenants' Premises and the Property and make possible regular reexamination of the effectiveness of the use of the Tenants' Premises for Tenants' programs.
- D. City shall retain the right to schedule the Property for use not in conflict with the provisions of this lease. Scheduling conflicts or other conflicts arising out of or associated with the use of the Tenants' Premises or Property shall be resolved by the CAO.
- E. The City will furnish and supply all expendable materials necessary to conduct City events, unless otherwise agreed. Likewise, the Tenants will furnish and supply all expendable materials necessary to conduct Tenant events, unless otherwise agreed.

7. **PARKING**

- A. The parties, their authorized employees and participants shall have the nonexclusive right to all available parking at the Property for the duration of this Agreement.

B. City does not warrant that parking spacers will be available to the Tenants at any specific time, and the Tenants acknowledge that at certain times, parking may in fact not be available to them due to the events occurring in the City Park or elsewhere near the Property.

8. **CONFLICT RESOLUTION**

Any conflict arising between the parties or any other organization regarding the scheduling or any use of the Property or Tenants' Premises shall be resolved by meeting with the CAO.

9. **ASSIGNMENT**

This lease may not be assigned in whole or in part by any party without the written consent of the other parties.

10. **IMPROVEMENTS**

- A. Tenants shall have the rights to make improvements in the Tenants' Premises, such as replacing carpets, painting, etc., for purposes stated in this Agreement, at Tenants' sole cost and expense. Any improvements shall be made in conformity with all applicable statutes and ordinances, including planning and zoning regulations and building codes, and shall be maintained in a clean and sanitary manner. Tenants shall comply with any conditions imposed by the Murray City Planning Commission upon their respective organizations, including without limitation, compliance with refuse siting standards and striping parking stalls.
- B. Prior to making any improvement in the Tenants' Premises, Tenants shall submit plans for review and comment to the CAO.
- C. It is expressly understood and agreed that at the expiration or termination of this lease, all improvements attached to the Tenants' Premises shall be a part of the Property and shall so remain at the Property. None of said improvements may be removed from the Property by Tenants, and are to remain and become property of the City, unless otherwise agreed in writing.

11. **NEGLIGENCE**

It will be the responsibility of the District to maintain the Tenants' Premises and repair any property, including permanent fixtures, such as air conditioning units, doors, etc., resulting from Tenants' use or negligence.

12. **INDEMNITY AND INSURANCE**

Tenants agree to save, indemnify and hold City harmless from any and all damages, claims or lawsuits which may arise during the term of this lease out of the Tenants' improvements, maintenance, use of Tenants' Premises or the Property, operation of Tenants' programs and/or their occupancy of the Tenants' Premises or the Property. Additionally, Tenants agree to name City as an additional insured on all liability insurance policies which relate to the Tenants' Premises or the Property, and to file with

the City Recorder a certificate of such insurance. The limits of the required insurance must meet the CAO's approval. At a minimum, during the term of this lease, Tenants shall, at their sole cost and expense, keep the Tenants' Premises insured, on forms and in companies satisfactory to the City, for the benefit of City and Tenants, as their respective interests may appear, in an amount equal to not less than the full insurable value against loss or damage by fire or other hazards ordinarily covered by fire and extended coverage insurance policies. During the term of this lease, Tenants shall also, at their sole cost and expense, maintain public liability insurance, on forms and in companies satisfactory to City, against claims for personal injury, death, or property damage occurring upon, in or about the Tenants' Premises or Property, and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limit of not less than One Million Dollars in respect to injury to or death of a single person, and not less than One Million Dollars in respect to any one accident, and to the limit of not less than One Million Dollars in respect to property damage for one accident.

Tenants shall maintain such insurance as will protect them from claims under State Workers' Compensation insurance laws and shall file with the City Recorder a certificate of such insurance.

**13. CANCELLATION OR TERMINATION**

This lease agreement may be cancelled or terminated for any reason by any party upon giving to the other parties ninety (90) days written notice of its intention to cancel or terminate.

**14. COSTS OF ENFORCEMENT**

In the event of default of one of the parties of the agreement hereto, it is agreed that the non-defaulting party shall be entitled to reasonable attorney's fees and costs of court incurred in the enforcement of this Agreement.

*[Signature Page to Follow]*

DATED as of that date written above.

**MURRAY CITY CORPORATION**

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Brett A. Hales, Mayor

ATTEST:

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Brooke Smith, City Recorder

APPROVED AS TO FORM AND  
LEGALITY

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G.L. Critchfield, City Attorney

**MURRAY CITY SCHOOL DISTRICT**

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Jennifer Covington, Superintendent

APPROVED AS TO FORM AND  
LEGALITY

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(Signature)

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(Printed Name and Title)

**UTAH COMMUNITY ACTION HEAD  
START PROGRAM**

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(Signature)

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(Printed Name and Title)



**MURRAY**  
CITY COUNCIL

# Business Item #3



**MURRAY**

## **Council Action Request**

# **Mayor's Office**

## **Interlocal Agreement with Murray School District for use of cell tower**

### **Council Meeting**

Meeting Date: March 7, 2023

<b>Department Director</b> Mayor Brett Hales	<b>Purpose of Proposal</b>  Consider approval of Agreement to allow Murray School District to use city owned communication tower at 5624 South 300 West
<b>Phone #</b> 801-264-2600	<b>Action Requested</b>  Consider approval of Resolution and Agreement
<b>Presenters</b> Doug Hill	<b>Attachments</b>  Resolution and Agreement
<b>Required Time for Presentation</b> 5 Minutes	<b>Budget Impact</b>  none
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b>  The Murray School District wants to provide its students better access to their LTE broadband network. The District wants to place equipment on the city-owned cell tower to do this.
<b>Mayor's Approval</b>  	
<b>Date</b> February 3, 2023	Any additional space needed is available on second page.

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

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND MURRAY CITY SCHOOL DISTRICT (“DISTRICT”) FOR THE LICENSE AND ACCESS TO A CITY COMMUNICATION TOWER

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 District and the City 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, City owns a communications tower (“Tower”) on real property the City owns at 5624 South 300 West; and

WHEREAS, the City has been approached by the District concerning the use of the Tower in order to increase the District’s ability to provide wireless high-speed internet capability to its students as part of District’s LTE broadband network;

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 City and act in accordance with its terms.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

ATTEST

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Brooke Smith, City Recorder

# **TOWER ANTENNA LICENSE AND ACCESS AGREEMENT**

*Between Murray City Corporation and Murray City School District*

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Murray City Corporation (“City”), a municipal corporation of the state of Utah, and Murray City School District (“District”), a political subdivision of the state of Utah.

## **RECITALS**

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

WHEREAS, the City and 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 owns a communications tower (the “Tower”) on property it owns at 5624 South 300 West in Murray, Utah; and

WHEREAS, the Tower and the property upon which it is located are and shall remain solely the property of the City; and

WHEREAS, the City has been approached by the District concerning the use of the City’s Tower in order to increase the District’s ability to provide wireless high-speed internet capability to its students as part of its educational LTE broadband network; and

WHEREAS, the District wants to install, remove, replace, maintain and operate, at its expense, a wireless broadband service system facility, including mounting antennas, fixtures, equipment and necessary appurtenances on and near the Tower (collectively, the “Equipment”); and

WHEREAS, by increasing its LTE broadband network capacity, District will help improve the educational opportunities and wellbeing of Murray City school children and their families; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, the City and District want to enter into this Agreement subject to the following terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein and in reliance thereon, and pursuant to the Utah Interlocal Cooperation Act (section 11-13-1 et seq. of the Utah Code), it is agreed by and between the parties as follows:

## AGREEMENT

- 1. License.** The City grants a non-exclusive, revocable license to District to install, operate and maintain Equipment on the City's Tower located at 5624 South 300 West in Murray, Utah. The Equipment shall be solely for District's own LTE broadband network. District shall not use the Tower to connect with other telecommunication providers without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
- 2. Use.** District may use space on the Tower to install, operate and maintain Equipment so long as the Equipment does not cause issues with tower loading or wind shear, and does not interfere with the openings to the tower, ladders, braces, paint removal or painting of the tower, and is in compliance with all state and federal laws or the rules and regulations of any agency or instrumentality thereof.
- 3. Inspections.** District shall conduct a tower loading test and shall inspect the Tower to determine the suitability and condition of the Tower. District shall provide to the City detailed plans and specifications certifying that the size and placement of the Equipment shall meet or exceed the wind load requirements of the City, setting forth the proposed antenna and other equipment, the height and location of such equipment, and the equipment shelters related to the use of the equipment.
- 4. Representations of Condition and Allowed Testing.** City makes no representation as to the condition of the Tower or its suitability for any purpose desired by District. District shall be solely responsible for determining the safety of the Tower or its suitability for the uses described herein. District is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location/position of the Tower are suitable for District's use and intended by this Agreement. District shall inspect and conduct safety tests prior to accessing or installing any Equipment on the Tower.
- 5. Installation and Maintenance Costs.** District is responsible for all installation and maintenance costs of the Equipment and shall work in good faith with the City for agreeable placement locations and design. City agrees that it shall not move, disconnect or adjust, in any way, District's Equipment without the supervision of a District representative on site. District acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the Tower, and the City shall incur no liability to the District for any injury, expense, or claim incurred by District in the event of any such repair or renovation.
- 6. Interference.** District shall not (nor shall it allow any of its employees, agents or others claiming through it to) construct, operate, maintain, upgrade or remove any antenna, antenna system, the communication shelter and the communications facility or any other equipment so as to cause or contribute to any adverse effect or interference with the City's or the equipment of another tenant on the Tower including, without limitation,

communications equipment or the City's or other tenant's use of, or rights of use with respect to, the Tower, access easement or utility easement or other contiguous property. In the event of any adverse effect or interference, District shall take all steps necessary to correct and eliminate the adverse effect or interference within ten (10) days including the removal of any interfering antenna or other equipment from the Tower, access easement, utility easement or contiguous property.

7. **Hazardous Substances.** District shall not introduce or use on the site any hazardous substance or other substance in violation of any applicable law.
8. **Easements.** District, its employees, agents, subcontractors, and licensees are hereby given and granted a non-exclusive easement for ingress, egress, and regress to and from the Tower and easements over, under, upon and across the Tower and adjoining lands and rights-of-way owned by the City on a twenty-four (24) hour basis for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of the Equipment and other necessary appurtenances and an easement thereon for telephone lines, power lines, cables and wires used in connection with the Equipment. Such easements for ingress, egress and regress and such easement for telephone lines, power lines, cables and wires shall be over existing roads, parking lots, and/or roads on the property.
9. **Utility Costs.** District shall be solely responsible for and promptly pay all charges for electricity, telephone service, or any other utility used or consumed by the District in relation to the Equipment placed on Tower. If necessary, District shall have an electrical current meter installed for District's electrical usage. District shall be responsible for the costs of such meter installation, maintenance, upgrade and repair.
10. **No Third-Party Benefit.** Neither the City nor District intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any right in or obligations to any third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.
11. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid and addressed to the following contacts:

Murray City: Chief Administrative Officer  
5025 South State Street  
Murray, Utah 84107

School District: \_\_\_\_\_

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12. **Immunity and Indemnification.** City and District are governmental entities under the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code (the “Act”). Consistent with the Act, City and District shall be responsible and liable for their own wrongful, reckless or negligent acts. The parties agree 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 the party. Neither party waives any defenses otherwise available to them under the Act.

13. **Laws and Regulations.** City and District shall comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities and obligations under this Agreement.

14. **Assignment.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without the written consent of the other party.

15. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16. **Amendments.** This Agreement may be amended, changed, modified or altered only by the mutual written agreement of the parties.

17. **District Contractors.** District’s contractors and subcontractors, if any, who perform work for District in accordance with this Agreement, shall also be bound by the provisions of this Agreement.

18. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws, rules and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County or the United States District Court of Utah.

19. **Independent Contractors.** The relationship of the parties established by this Agreement is solely that of independent contractors. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties. The parties and their respective officers, employees, volunteers, agents or contractors shall not act as an agent or employee of the other.

20. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the parties and supersedes any and all other prior and contemporaneous understandings, negotiations or agreements between the parties, whether oral or written.

**21. Term.** The term of this Agreement (the "Initial Term") is five (5) years, beginning on the date when the Agreement is fully executed. This Agreement shall be automatically renewed for an additional five (5) year period.

- a. During the Initial Term, (i) City may only terminate the Agreement if District commits a material breach of the Agreement and shall fail to cure such breach within thirty (30) days after written notice thereof; and (ii) District may terminate with or without cause upon ninety (90) days notice.
- b. After the Initial Term, either party may terminate this Agreement with or without cause upon giving ninety (90) days notice to the other party.

**22. Section Headings.** Section headings are for convenience only and shall not affect the interpretation of this Agreement.

**23. Waiver.** The failure of either party at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements or covenants contained in this Agreement shall not constitute a waiver of such provision, nor in any way affect the validity of the Agreement, any part hereof, or the right of the party hereunder to demand strict compliance and performance therewith. None of the undertakings

ENTERED INTO AND EFFECTIVE as of the day and year first written above.

**MURRAY CITY CORPORATION**

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Brett A. Hales, Mayor

ATTEST:

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Brooke Smith, City Recorder

**MURRAY CITY SCHOOL DISTRICT**

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Superintendent

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(Printed Name)

ATTEST:

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(Printed Name and Title)

APPROVED AS TO FORM  
AND LEGALITY

APPROVED AS TO FORM AND  
LEGALITY

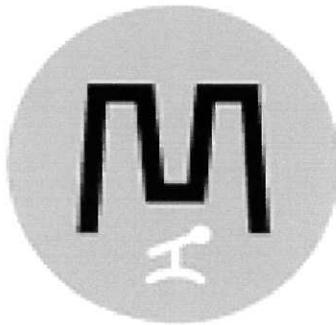
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G.L. Critchfield, City Attorney

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(Printed Name and Title)

DRAFT



MURRAY  
CITY COUNCIL

# Mayor's Report And Questions



**MURRAY**  
CITY COUNCIL

# Adjournment