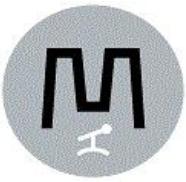




**MURRAY**  
CITY COUNCIL

# Committee of the Whole Meeting September 12, 2023



# Murray City Municipal Council

## Committee of the Whole Meeting

### Notice

### September 12, 2023

**PUBLIC NOTICE IS HEREBY GIVEN** that the Murray City Municipal Council will hold a Committee of the Whole meeting beginning at 4:45 p.m. on Tuesday, September 12, 2023 in the Poplar Meeting Room #151 located at Murray City Hall, 10 East 4800 South, Murray, UT.

#### Meeting Agenda

**4:45 p.m.**      **Committee of the Whole** – Poplar Meeting Room #151  
Garry Hrechkosy conducting.

#### **Approval of Minutes**

Special Joint Meeting – August 21, 2023  
Committee of the Whole – August 22, 2023

#### **Discussion Items**

1. Parks and Recreation Department Report. Kim Sorensen presenting. (30 minutes)
2. Discussion on a resolution approving and authorizing the execution of an Interlocal Cooperation Agreement with various cities relating to the conduct of the Community Development Block Grant Program, Emergency Solution Grant Program, and the Home Investment Partnership Program. G.L. Critchfield. (10 minutes)
3. Discussion on an ordinance amending the City's Fiscal Year 2023-2024 Budget. Brenda Moore presenting (15 minutes)
4. Discussion on an ordinance amending Section 17.72.070 of the Murray City Municipal Code relating to parking requirements for Beauty and Barber Shops and Business and Professional Offices. Phil Markham and Zach Smallwood presenting. (15 minutes)
5. UAMPS Conference Reports. City Council presenting. (10 minutes)

#### **Adjournment**

#### **NOTICE**

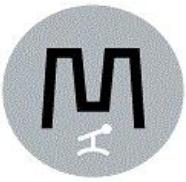
Supporting materials are available for inspection on the Murray City website at [www.murray.utah.gov](http://www.murray.utah.gov).

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 Poplar Meeting Room will be able to hear all discussions.

On Friday, September 1, 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 Hall, 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 Municipal Council

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Jennifer Kennedy  
Council Executive Director  
Murray City Municipal Council



MURRAY  
CITY COUNCIL

# Committee of the Whole Minutes

**MURRAY MUNICIPAL COUNCIL**  
**Special Meeting – Joint Meeting with Millcreek City**  
Meeting Minutes  
**Monday August 21, 2023**

Murray City Hall, 10 East 4800 South, Council Chambers, Murray, Utah 84107

**Attendance:**

Council Members and others:

Garry Hrechkosy – Chair	District #5
Rosalba Dominguez – Vice Chair	District #3
David Rodgers	District #1
Pam Cotter	District #2
Diane Turner	District #4

Brett Hales	Murray City Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administration
Tammy Kikuchi	Chief Communications Officer	Phil Markham	CED Director
G.L. Critchfield	City Attorney	Elvon Farrell	CED
Jacob Richards	Millcreek City Council	Robert May	Millcreek City planner
Brenda Moore	Finance Director	Kristy Chambers	Millcreek Community Council
Christine Richman	GSBS	Tim Sullivan	GSBS Township and Range
Jason Clauch	Catalyst	Mike Winder	Millcreek City Manager
Bev Uipi	Millcreek City Council	Shawn Lamar	Millcreek City Planning Commission
Jeff Silvestrini	Millcreek City Mayor	Cheri Jackson	Millcreek City Council
Silvia Catten	Millcreek City Council	Tim Sullivan	Township and Range
Jason Clauch	Catalyst	Thom DeSirant	Millcreek City Council
Zach Smallwood	Murray City planner	Residents	

**Welcome and Introductions:**

Mr. Hrechkosy began the meeting at 5:00 p.m. and noted Millcreek City Mayor Jeff Silvestrini and the Millcreek City Council were present for the joint meeting. He explained that GSBS Architects would present the Murray North Station Area Plan that intends to revitalize the TRAX station area. Collaboration between Murray and Millcreek was important because the station includes land in both cities.

**Discussion Item:**

• Preliminary Concepts/Directions and Implementation Steps for the Murray North Station Area Plan.

GSBS representative Christine Richman introduced her team and explained how GSBS hopes to bring change to a very challenging area and progressively make the Murray North Station fully functional over time. She said the project started several months ago and that so far they have completed an Existing Conditions Analysis and the first phase of public input. GSBS spent time discussing the proposal with Murray's planning staff and a number of other stakeholders. The purpose of the meeting was to review the work that GSBS completed, discuss the proposed plan to eventually implement strategies and enter the next phase of work. Recently a SWOT (strengths, weaknesses, opportunities, and threats) analysis was conducted that involves alternatives and focuses on various aspects of the station area.

Ms. Richman displayed a map to point out the station platform in relationship to the Murray/Millcreek City boundary. She noted Fireclay Avenue as the main access to the UTA (Utah Transit Authority) Park and Ride lot and Main Street as a vital street. Barriers that run through the area include 4500 South,

State Street, 300 West, Interstate 15, and the Front Runner rail tracks.

She said according to new State requirements for all TRAX stations, plans for revitalizing station areas need to be centered around a TOD (Transit-oriented Development) zone and transit hub, and encompass a one-half mile distance from the station platform. The purpose of the plan is to determine a shared vision that is formed by existing uses and how the community perceives its future; the results of the plan identify opportunities and constraints within the station area; identifies opportunities for affordable housing and recognizes a described vision for the future of the area. Areas not considered feasible for connectivity to the station area were noted. Lastly the plan suggests strategic recommendations for implementation.

She shared the plan schedule to explain what they know right now, like existing conditions, economics, community engagement, and the SWOT results. What is needed is more housing, services and amenities, connectivity, and safety and security; and she spoke about what steps are needed next to implement the plan. That involves completing a future land use map for the area, identifying design of streets and buildings, and finding funding for the projects. GSBS hopes to present a final draft of the plan to both cities for their consideration in late fall.

Ms. Richman said to help GSBS understand current conditions in the area, an on-line survey was created involving a series of interactive maps related to land use, transportation, crime, safety, environmental issues, housing, economic opportunities, and community assets. As a result they learned that new households in this area have no amenities or services nearby so services like gathering places, grocery stores, parking, and other amenities will be needed. Ms. Dominguez asked if a community center could be slated in the plan. Ms. Richman said it would be considered a gathering place which would help social cohesion and reduce crime that is a problem in this neighborhood.

Website information was shared that informs people about the planning process and the online survey for collecting data. GSBS will continue to gather ideas, learn community priorities, and identify problems in the area. Ms. Richman said one community outreach event occurred, and the next one is set for September 12, 2023 at Brickhill Park from 6 p.m. to 8 p.m. She discussed the stakeholder interview process; described all land uses in the radius, reviewed historical, existing, and future housing plans for the area and confirmed that environmental issues exist on many properties in the area.

A heat map was displayed to confirm prominent crime in the station area and Ms. Richman said not only property crimes, trespassing and ordinance violations occur, but most concerning is violent crimes like rape, assault, and murder. A conversation followed about the full range of frequent crime and there was consensus that violent crime was concerning. Ms. Richman felt crime overall could be mitigated by improving urban design, creating social cohesion, and addressing existing commercial vacancy spaces.

Tim Sullivan said connectivity was important to the TOD and reviewed connection barriers that were discovered in the area. He said with sidewalk gaps, lack of crossing areas and the Front Runner track line, improvements to walking, biking, and pedestrian access could be made by creating smaller city

blocks and more direct routes despite car traffic. Typically parking areas are not needed in a TOD with available transit opportunities, but people in Utah still prominently drive cars. What resulted from a parking count they conducted was the conclusion that a smarter parking plan is needed. He reported building managers in Fireclay are struggling because renters are leaving due to lack of parking and car towings from illegal parking in fire lanes. He felt parking issues were unique to that area because newer developments have done better by making parking stalls optional with rental agreements.

Mayor Silvestrini said one way Millcreek addressed on-street parking issues, was by requiring developers to assign a parking stall with each rental unit. Ms. Dominguez thought the concept for living in Fireclay was to encourage the use of public transit. Mr. Sullivan agreed but parking issues are often related to low-income and affordability. He said a shared parking program could be implemented that was never tried, but a better strategy is needed because more parking is definitely needed in the Fireclay area. It was noted that walking from the UTA parking lot was not an option, because it is dangerous at night.

Ms. Richman explained a strategy called Internal Capture. This would change the environment, so that people who drive to get a loaf of bread would instead walk around the corner for groceries. Ms. Dominguez addressed the low-income community that exists in Fireclay and asked how large multi-families living in one- and two-bedroom units, with varying needs would transition to that kind of environment. Ms. Richman agreed there is a high concentration of affordable housing in the area and the only way to bring businesses to the area, is to ensure there is buying power to support the needed retail, which requires diversifying socioeconomics.

Jason Clauch discussed the demand for market needs and lack of services in the area. He thought national brands would require a certain amount of parking for convenience before they would even consider moving to the area. From a planning perspective he said there is at least 170,000 square feet of additional capacity to harness in the study area, and another 5,000 square feet of retail that could be absorbed within the core of the radius.

He outlined opportunities and considerations that would meet marketing needs and boost stability in the future. Ms. Dominguez stressed that both cities need mixed incomes to sustain markets in the area and asked how that would be improved. Mr. Clauch said finding a good balance in the equitable distribution of housing would help throughout the entire area for all income ranges.

Ms. Richman pointed out the lack of greenspace and crosswalks that need to be added, especially at State Street because the nearest crosswalk is at 4500 South.

She presented three final concepts for improving the Murray North Station Area. Option Plans A, B and C were all discussed thoroughly. She provided conceptual drawings, maps and illustrations for each option and explained that one option was not better than the other and all three ideas could be accomplished over time. Option A reflected a smaller area of development around the station with little commercial; Option B focuses on Main Street to 4500 South with a greater pedestrian environment, a larger extension of housing developments including retail, green space, and active uses. Option C was the largest vision and very busy expanding the TOD regional hub further north and

west, with clear key gateway streets, an active retail market, recreation, increased busing and more open space with Fireclay Avenue as main station area. She said Option C would be a major investment to push Fireclay Avenue to the west beyond the Front Runner track line.

Ms. Cotter felt grocery stores in the area would attract more people to live there. Ms. Richman confirmed commercial space was included in Option B. The GSBS team agreed creating the context in the area first would help move more commercial business into the area. Ms. Cotter asked about an empty lot owned by Salt Lake County. Ms. Richman discussed the proposal with the County who indicated they would consider any proposed changes affecting their lot. Ms. Cotter asked about attaining the Deseret Industries property from the LDS church as depicted in the proposal. Ms. Richman explained conceptual plans were only identifying a vision for communities after properties transition in the future. She said nothing in the plan would force anyone to transition their property before they are ready. The current proposal only indicates the preferred use until the transition actually occurs.

Further discussion occurred about each option regarding future housing, pedestrian connectivity, vibrant communities, green space, walking paths, and streetscapes. Enhancing Main Street is the goal to make the area more vibrant no matter which plan is decided on. Ms. Richman clarified Option C is a larger TOD that would become a sub-regional hub. Ms. Dominguez asked what a sub-regional hub looks like within a city. Mr. Sullivan said Sugarhouse is a good example. Ms. Richman explained a sub-regional hub would be located between the TRAX line and the Front Runner tracks similar to the Granary District in Salt Lake City. That includes employment, entertainment recreation and housing. Mr. Sullivan agreed Fireclay would become active like Sugarhouse which is what GSBS is exploring.

Mayor Silvestrini said Millcreek's planning efforts have been to revitalize Main Street as a bikeway, instead of using State Street. Main Street has the potential to connect communities from South Salt Lake to Murray which would be of value. He agreed greenspace and open space are needed as an antidote because the area would become a very densely built-up community of two million people.

Ms. Richman said given the regional projections for population, having more centers that can accommodate growth would be a critical consideration to livability valley wide. Mayor Silvestrini noted every TRAX station along the spine of Salt Lake County has impediments and barriers due to Union Pacific railroad, Front Runner, TRAX, and Interstate 15. Ms. Richman agreed it is a challenge at every TOD station area south of Salt Lake City but in 20 years they hope the plan would be completed at all station areas. A lengthy discussion occurred about under passes and over passes and the Union Pacific, as well as the challenge of crossing 4500 South to the south.

Ms. Turner asked if the plan was realistic and felt there was not enough greenspace. Ms. Richman said the planning horizon is 20 years from now. Ms. Turner asked how this plan fits with Murray City's current GP (General Plan). Mr. Smallwood said the Murray GP calls for revitalizing TRAX station areas, so it goes hand in hand with Murray's plan. The GSBS plan must be considered with Council feedback, so it will be adopted and be the only vision going forward, so now is the Council's opportunity to form how Murray will develop this area going forward. Mr. Claunch said each city block would have greenspace not reflected on the displayed maps.

Ms. Richman discussed the implementation of each plan in terms of land use, design approach and various funding mechanisms. She said in the final plan there would be a matrix of funding opportunities and clearly the ones that would be the most straight forward include the existing tax increment producing areas and existing impact fees. There are also new grants that are part of the transportation and connectivity initiatives coming out of Washington D.C. that would offer funding. State and private funding is also there improving park and trail service levels and increasing household densities. She noted that the HTRZ (Housing and Transit Reinvestment Zone) mechanism would pay for TOD projects through tax increments. She thought if an HTRZ was logical for funding the plan, a joint HTRZ between Murray and Millcreek might be possible which has never been done before.

Ms. Richman concluded the GSBS team is focused on how to continue making the Murray North Station area an exciting place and ensure it is a fully livable TOD community.

**Adjournment:** Mr. Hrechkosy adjourned the meeting at 8:00 p.m.

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

**MURRAY MUNICIPAL COUNCIL  
COMMITTEE OF THE WHOLE**

Meeting Minutes

**Tuesday, August 22 2023**

Murray City Hall, 10 East 4800 South, Poplar Meeting Room, Murray, Utah 84107

**Attendance:**

Council Members and others:

Garry Hrechkosy – Chair	District #5
Rosalba Dominguez – Vice Chair	District #3
David Rodgers	District #1
Pam Cotter	District #2
Diane Turner	District #4

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	CAO (Chief Administrative Officer)	Pattie Johnson	Council Administration
Tammy Kikuchi	Chief Communications Officer	Laura Brown	Deputy Recorder
G.L. Critchfield	City Attorney	Craig Burnett	Police Chief
Jim Peters	AOC (Administrative Office of the Courts)	Karen Gallegos	Murray Courts
Brenda Moore	Finance Director	Zach Smallwood	City planner
Loran Pasalich	Murray Chamber of Commerce	Joey Mittelman	Fire Chief
Rob White	IT Director	Phil Markham	CED Director
Kim Sorensen	Parks and Recreation Director	Craig Burnett	Police Chief
Elvon Farrell	CED	Citizens	
Ben Gray	IT		

**Conducting:** Council Member Hrechkosy called the meeting to order at 5:00 p.m.

**Approval of Minutes:** Committee of the Whole, July 18, 2023 and Committee of the Whole, August 1, 2023. Council Member Cotter moved to approve, and Council Member Dominguez seconded the motion. All in favor 5-0.

**Discussion Items**

• Murray City Municipal Justice Court Update.

CAO Doug Hill explained that Murray's presiding Judge Paul Thompson would be retiring in May of 2023, so a decision in moving forward was needed. Mayor Hales would make the decision but ultimately the City Council would consider the final choice legislatively. Mr. Hill introduced Justice Court Administrator Jim Peters as the State level contact person from the AOC, who oversees the Murray Justice Court and had met previously with the administration about the matter.

Mr. Peters discussed various options for what the City could do and would need direction for how to proceed. He said unlike other city hires, the AOC is heavily involved in the Justice Court and by statute he would be part of the recruiting process should the City decide to keep the Murray Courts and replace Judge Thompson.

He provided an overview of options that included keeping the courts and replacing the judge; dissolving the Justice Court completely and sending cases to the County Justice Court by default; or have a neighboring jurisdiction take Murray cases by implementing an Interlocal Agreement. He gave several examples of cities that handle other cities justice court cases and noted that recently Salt Lake County decided to dissolve its justice court, which would be decided legislatively in the long run. As a result, having Salt Lake County take Murray's court cases would be somewhat

complicated at this time.

He felt the Interlocal Agreement option was better than dissolving the justice court altogether, because once dismantled it would be hard to get the court back up and operating. With an Interlocal Agreement, the City could reinstate the court easily by terminating the Interlocal Agreement, and it would be as though the court was only dormant and not dissolved. There was further discussion about why cities choose to close justice courts, if courts should be making revenue, and the process for keeping the courts open and replacing judges.

Mr. Peters discussed a time line and the process for selecting a new judge which included advertising for the vacancy, forming a nominating commission who would handle the interviews and public process; and narrowing the pool of candidates down to 3-5 people. From there Mayor Hales would review applicants and choose one person within 30 days. The final candidate would be presented to the City Council who would have final consideration within another 30 days. A certification, orientation, testing process and oath of office ceremony for the new judge would be the last steps in the process.

Mr. Peters confirmed that by the time a nominated person reaches council consideration, that individual would have been thoroughly vetted. He stressed the person selected would remain as Murray's Justice Court judge for decades to come. A conversation followed about who can apply for a judge position, various qualifications, and experience, and the number of hours many judges work per month. It was noted that Judge Thompson had a full-time case load for years.

Mayor Hales shared that he would like to keep the Murray Courts open to provide the service to citizens and replace Judge Thompson. He would include the Council in the process and keep them updated as procedures occur.

There was a review of how the nominating commission is comprised, how often they meet, and when they come together for the vetting and interview process. In conclusion there was consensus to align with Mayor Hales' decision to keep the Murray Courts open and replace Judge Thompson. Mr. Peters would prepare as instructed and communicate with Mr. Hill accordingly in the months to come.

- An ordinance amending Sections 3.14.060 and 3.14.070 of the Murray City Municipal Code relating to impact fee adjustments.

City Attorney G.L. Critchfield explained current City Code related to impact fee adjustments or requests for credit were currently submitted and reviewed legislatively by the City Council. Since that time when the Code was originally drafted, State Law now provides for an administrative review rather than a legislative review. As a result the City's current ordinance should be amended to comply.

Following previous meetings with the administration, Mr. Critchfield said their recommendation is to now authorize Murray City Finance Director Brenda Moore and the administration to review and approve impact fee adjustments or credit requests. This removes the Murray City Council from that process. He explained the purpose of the ordinance was to allow a developer who disagrees with an impact fee imposed on their development to appeal the impact fee amount.

There was conversation about why Ms. Moore would oversee the request to adjust impact fees and not the CED (Community and Economic Development) director. Mr. Critchfield said the finance director was the better choice because financial duties are aside and apart from the development process, and this would remove the CED director from a difficult spot who is engaged with many developers at one time.

There was a question about when an impact fee could be waived. A lengthy discussion followed as Mr. Critchfield said impact fees are not ever waived. An impact fee can be reduced, adjusted, or somewhat credited if certain criteria is met. He explained that the impact fee is a one-time charge to mitigate the impact of a development, which is the ongoing way that the City pays for increased capacity. If a developer constructs something they believe is an improvement to the City's system, the developer might expect the City to pay them back dollar for dollar, but this is not what the ordinance considers. It only allows the fee to be reduced but not eliminated.

Mr. Hrechkosy requested that the Council be informed when an impact fee is waived or adjusted. Ms. Kennedy pointed out the proposed amendment was only related to Ms. Moore adjusting fees and not waiving fees by any means. Mr. Critchfield reiterated impact fees are not waived. A discussion followed related to Mayor Hales evaluating the impact fee adjustment request should Ms. Moore ever have a conflict of interest.

**Adjournment:** 5:41 p.m.

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



MURRAY  
CITY COUNCIL

# Discussion Items



MURRAY  
CITY COUNCIL

# Discussion Item #1



**MURRAY**

# Murray City Council

## Report from Parks and Recreation Department

### Council Action Request

#### Committee of the Whole

Meeting Date: September 12, 2023

<b>Department</b> Director Jennifer Kennedy	<b>Purpose of Proposal</b> Monthly Department Report
<b>Phone #</b> 801-264-2622	<b>Action Requested</b> Information only
<b>Presenters</b> Kim Sorensen	<b>Attachments</b> None
	<b>Budget Impact</b> None
<b>Required Time for Presentation</b> 30 Minutes	<b>Description of this Item</b> The parks and recreation department will provide an update on their department.
<b>Is This Time Sensitive</b> No	
<b>Mayor's Approval</b>	
<b>Date</b> August 31, 2023	



MURRAY  
CITY COUNCIL

# Discussion Item #2



**MURRAY**

# **Mayor's Office**

## **Amend Interlocal Agreement for CDBG Program**

### **Council Action Request**

**Committee of the Whole**

Meeting Date: September 12, 2023

<b>Department Director</b> Mayor Brett Hales	<b>Purpose of Proposal</b> Amend the Agreement with the Urban County entities for Community Development Block Grant Program
<b>Phone #</b> 801-264-2600	<b>Action Requested</b> Consider approval of Resolution
<b>Presenters</b> GL Critchfield	<b>Attachments</b> Resolution, Entitlement Notification Letter, Interlocal Agreement
<b>Required Time for Presentation</b> 10 Minutes	<b>Budget Impact</b> None
<b>Is This Time Sensitive</b> Yes	<b>Description of this Item</b> The Urban County Interlocal Agreement, previously approved by the City Council, and all required associated documents were submitted to HUD. Subsequently, HUD issued notification letter to potential entitlement cities (including Murray) that previously participated in the Urban County, advising them that they have met the sufficient population to meet the definition of a Metropolitan City under the Community Development Block Grant (CDBG) program. As a result these cities are entitled to receive its own annual formula allocation of CDBG funds in Federal Fiscal Year 2024 and subsequent years.
<b>Mayor's Approval</b> 	(continued on the next page)
<b>Date</b> August 30, 2023	

## **Continued from Page 1:**

As a city meets the eligibility threshold, it has the options of:

- 1) accepting status as an entitlement grantee;
- 2) accepting and entering a joint agreement with the Urban County;
- 3) deferring status and participating through the State CDBG program; or
- 4) deferring status and continuing to participate as part of the Urban County.

The mayor and staff are recommending that Murray opt to defer status and continue participation as part of the Urban County. Two cities (Millcreek and Draper) have opted to defer status and continue to participate as part of the Urban County. One city (Herriman) has opted to accept its entitlement status and enter into a joint agreement with the County to administer its funds.

One nuance of Herriman's acceptance of entitlement status is that we are required to amend the agreement to reflect that Herriman will no longer be considered a participant in the Salt Lake Urban County. As a result, the original agreement needs to be amended.

There are three changes in the agreement:

- 1) Herriman has been removed from the list of participating governmental entities,
- 2) Per the guidance of HUD general counsel, Section 6 of the Agreement has been revised to match the exact language of the original HUD notice,
- 3) Per the guidance of HUD general counsel, Section 17(t) has been revised to clarify the agreement will automatically renew in the future, so that it streamlines future renewal qualification periods.

RESOLUTION NO. R23-

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY, TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., MURRAY CITY, CITY OF MILLCREEK, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, EMERGENCY SOLUTIONS GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM.

WHEREAS, on June 27, 2023, the City Council approved Resolution 23-38 approving an interlocal cooperation agreement relating to the conduct of the Community Development Block Grant Urban County Program for Federal Fiscal Years 2024 through 2026; and

WHEREAS, after Resolution 23-38 was approved, Herriman City was notified that it had reached entitlement status and opted to accept its entitlement status and to withdraw from the Urban County renewal process; and

WHEREAS, this Resolution supersedes and replaces Resolution 23-38; and

WHEREAS, Salt Lake County participates as an “urban county,” as defined by federal regulation, in the Community Development Block Grant (“CDBG”), Emergency Solutions Grant (“ESG”), and the HOME Investment Partnership through a consortium that includes the urban county (“HOME”) programs administered by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, an Interlocal Cooperation Agreement (“Agreement”) has been prepared for approval and execution by and between Salt Lake County and participating municipalities, including Murray City, a copy of which is attached hereto as Exhibit 1, which states the purposes thereof, and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the conduct and administration of the CDBG, ESG, and HOME programs as specified therein; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated, 11-13- 101 et seq. (2020) any two or more public agencies may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service activity or taking which each public agency entering into the contract is authorized by law to perform.

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

1. That the attached Interlocal Cooperation Agreement between Salt Lake County and the Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Holladay City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., Murray City, City of Millcreek, Riverton City, City of South Salt Lake, and White City Metro Township relating to the conduct of the CDBG, ESG, and HOME Programs is hereby approved by the Council.

2. That Mayor Brett A. Hales is hereby authorized and directed to execute and deliver the Interlocal Cooperation Agreement on behalf of Murray City.

3. That this Resolution shall take effect immediately on passage.

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

**Attachment**  
**Interlocal Cooperation Agreement**

# U. S. Department of Housing and Urban Development



## Community Planning and Development

Region VIII, Denver  
1670 Broadway Street  
Denver, Colorado 80202-4801

Phone: 303-672-5414  
Fax: 303-672-5028  
Web: [www.hud.gov](http://www.hud.gov)

August 24, 2023

The Honorable Brett A. Hales  
Mayor, City of Murray  
10 East 4800 South  
Murray, UT 84107

**SUBJECT: Fiscal Year 2024 Potential New Entitlement Notification**

Dear Mayor Hales:

The City of Murray has the sufficient population to meet the definition of a Metropolitan City under the Community Development Block Grant (CDBG) program. This means that Murray is entitled to an annual formula allocation of CDBG funds in Federal Fiscal Year (FY) 2024 and in each subsequent year. We estimate that the City's FY 2023 CDBG allocation would have been approximately \$218,000. A difference in the amount appropriated by Congress for FY 2024 and other changes that affect the formula distribution of funds will cause the final amount to differ from this estimate.

Murray has four options:

1. Accept status as an entitlement grantee;
2. Accept status as an entitlement grantee and enter into a joint agreement with the urban county in which it is located;
3. Defer status as an entitlement grantee and participate through the State CDBG program; or
4. Defer status as an entitlement grantee and continue to participate as part of the urban county.

The city of Murray must provide a written confirmation to the U.S. Dept. of Housing and Urban Development's Region VIII Office of Community Planning and Development of its intent to accept or defer its entitlement status. Murray should also consult the 2023 Urban County Notice regarding deadlines for notifying the Salt Lake County of its intentions. The 2023 Urban County Notice can be accessed at:

[Notice CPD-23-02: Instructions for Urban County Qualification for Participation in the CDBG Program for FYs 2024-2026 - HUD Exchange](#)

Should Murray elect to receive these CDBG funds, the City must follow a citizen participation plan and prepare a Consolidated Plan (Plan) that includes a housing and homeless needs assessment, housing market analysis, strategic plan, action plan and certifications. The Plan must be submitted to this office between November 15, 2023, and August 16, 2024.

Please be advised that CDBG Program rules (24 CFR § 570.200(h)) permit a new CDBG formula grant recipient to receive reimbursement of costs necessary to develop its Consolidated Plan and undertake other administrative actions necessary to receive its first grant. Such costs may be reimbursed from Murray's initial grant, provided that Congress appropriates funds for FY2024, that the City completes an acceptable and timely Consolidated Plan, and that the costs meet other applicable requirements.

If you have any questions or need further assistance, please contact me at [Noemi.Ghirghi@hud.gov](mailto:Noemi.Ghirghi@hud.gov). We look forward to building an effective partnership with the City of Murray.

Sincerely,



Noemi Ghirghi  
Regional Director

cc:

Doug Hill, Chief Administrative Officer  
Phil Markham, Community and Economic Development Director

County Contract No. \_\_\_\_\_  
DA Log No. 23CIV000142

## INTERLOCAL COOPERATION AGREEMENT

*between*

**SALT LAKE COUNTY  
for its Department of Regional Transportation,  
Housing, and Economic Development**

*And*

**TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON  
METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY,  
EMIGRATION CANYON METRO TOWNSHIP, HOLLADAY CITY, KEARNS METRO  
TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., MILLCREEK,  
MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE  
CITY METRO TOWNSHIP**

*Relating to the conduct of*

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
HOME INVESTMENT PARTNERSHIP PROGRAM, &  
EMERGENCY SOLUTIONS GRANT PROGRAM**

*For*

**FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter***

**THIS INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is entered into effective \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development ("County") and the following governmental entities: **Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights, Draper City, Emigration Canyon Metro Township, , Holladay City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., Millcreek, Murray City, Riverton City, City of South Salt Lake, and White City Metro Township**, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the "Cities." County and Cities may be referred to jointly as the "Parties" and individually as a "Party."

## **RECITALS**

1. In 1974, the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 *et seq.*); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq.*); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program; (collectively referred to as the “Acts”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts’ programs which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).
2. The primary objective of the Acts is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Acts in the form of community development block grants (“CDBG”), HOME Investment Partnerships, and Emergency Solutions Grants (“ESG”) Program funds to state and local governments to be used in the conduct and administration of housing, shelter, and community development activities and projects as contemplated by the primary objectives of the Acts.
3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (the “Regulations”), which Regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.
4. Since 1981, HUD has amended the Regulations, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period. HUD’s amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.
5. In 2020, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the Parties to this Agreement (the “2020 Agreement”) for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities. The

County now wishes to terminate the 2020 Agreement and replace it with this Agreement.

**6.** The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without the city's approval. In order to ensure participation by the Cities in the urban county and as part of the federal fiscal years 2024-2026 urban county qualification process, the County and Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the "Final Statement of Community Development Objectives and Projected Use of Funds" (the "Final Statement") to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

**7.** Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.* Utah Code Ann. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

**8.** Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County's CDBG, ESG, and HOME program activities and projects.

#### AGREEMENT

NOW, THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement ("Agreement"), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.
2. This Agreement covers the CDBG Entitlement program, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities' respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDBG, ESG, and HOME program qualification and grant calculation purposes.
3. The period of performance of this Agreement shall cover three CDBG, ESG, and HOME Program years beginning July 1, 2024, and ending June 30, 2027 (e.g., Federal FYs 2024 – 2026) and this Agreement shall be automatically renew at the end of the current qualification period for successive three-year periods thereafter, unless written notice is provided by the County or a participating unit of general local government of its election not to participate in a new qualification period.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth in Paragraph 14 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD's "Instructions for Urban County Qualification for Participation in Community Development Block Grant ("CDBG") Programs" for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that three-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand that they (1) may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program

; (2) may receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, however no party shall be precluded from applying to the State for HOME funds, if the state allows; and (3) may receive a formula allocation under the ESG Program only through the urban county, however this does not preclude any party from applying to the State for ESG funds, if the State law allows.

Accordingly, the Cities agree that as to all projects and activities performed or conducted in the Cities under any CDBG, ESEG, or HOME program grant agreement received by the County which includes the Cities, that the County shall have the ultimate supervisory and administrative control.

7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal and publicly assisted housing, as they may be planned and specified in the County's Final Statements submitted annually to HUD for the expenditure of CDBG, ESG, and HOME funds granted to the County for such activities.

8. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 6 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG, ESG, and HOME programs. The Cities also understand and agree that, pursuant to 24 CFR 570.501 (b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

10. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the

CDBG, ESG, and HOME programs. The Cities and the County agree to adopt any amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification notice period, and to submit such amendment to HUD as provided in the urban county qualification notice, and further agree that such failure to comply will void the automatic renewal of such qualification period. In addition, the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. The County and Cities shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the 14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and with other applicable laws. In addition, the Parties understand and agree that the County may not provide any CDBG, ESG, or HOME Program funding for activities in or in support of any City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with its fair housing certification. The Parties further agree to sign the assurances and certifications in the HUD 424-B.

11. Each City affirms that it has adopted and is enforcing:

- (a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and
- (b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12. During the period of performance of this Agreement as provided in Paragraph 3, each City shall:

- (a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG Program, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG Program received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

- (b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG, ESG, and HOME project agreements between the City and the County; and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG, ESG, or HOME project agreements mentioned above.

13. The separate CDBG project agreements or sub-grants that will be entered into between the County and the Cities for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the Cities in whole or in part using CDBG Program funds. These standards will require the Cities to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

14. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance; provided, however, if the County fails to qualify as an urban county or does not receive CDBG, ESG, or HOME Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole or any City may withdraw from this Agreement, subject to the termination provisions set forth in Paragraph 3.

15. If the County qualifies as an urban county and the City is included, during the three program-years for which the County has qualified, the Parties agree not to veto or otherwise obstruct the implementation of the approved Comprehensive Housing Affordability Strategy (CHAS) during that three year period and for such additional time as may be required for the expenditure of CHAS funds granted for that period.

16. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Found in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

17. 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 hereto.

(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. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(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 provisions 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) *Cumulative Remedies.* The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) *Amendment.* This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) *Time of Essence.* Time is of the essence in this Agreement.

(i) *Interpretation.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah and ordinances of Salt Lake County.

(j) *Notice.* Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the Parties at their respective addresses.

(k) *No Interlocal Entity.* The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board

consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget.* If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

(o) *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 entity within the body of this Agreement.

(p) *Attorney Approval.* This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity.* All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment.* The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

(s) *Ethical Standards.* The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of any officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract upon an 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; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances.

(t) *Supersedes & Terminates Prior Related Interlocal Agreements.* This Agreement supersedes a similar agreement, Salt Lake County Contract No. 0000002580 (the "Prior Agreement"), which pertained to similar subject matter as the Agreement. The Prior Agreement will remain in effect for CDBG, ESG, and HOME funds received for Federal fiscal years 2021-

2023. The Prior Agreement will terminate after such funds and program income received (with respect to activities carried out during the three-year period ending June 30, 2024) are expended and the funded activities are completed.

[Signature pages to follow]

SIGNATURE PAGE FOR SALT LAKE COUNTY  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
HOME INVESTMENT PARTNERSHIP PROGRAM, &  
EMERGENCY SOLUTIONS GRANT PROGRAM  
*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

SALT LAKE COUNTY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: \_\_\_\_\_  
John E. Diaz  
Deputy District Attorney  
Salt Lake County

SIGNATURE PAGE FOR TOWN OF ALTA  
TO THE  
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TOWN OF ALTA

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR TOWN OF BRIGHTON  
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TOWN OF BRIGHTON

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR BLUFFDALE CITY  
TO THE  
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BLUFFDALE CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR COPPERTON METRO TOWNSHIP  
TO THE  
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FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

COPPERTON METRO TOWNSHIP

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR COTTONWOOD HEIGHTS CITY  
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*And successive three-year periods thereafter*

COTTONWOOD HEIGHTS CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR DRAPER CITY  
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*And successive three-year periods thereafter*

DRAPER CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SIGNATURE PAGE FOR EMIGRATION CANYON METRO TOWNSHIP  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
HOME INVESTMENT PARTNERSHIP PROGRAM, &  
EMERGENCY SOLUTIONS GRANT PROGRAM  
*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

EMIGRATION CANYON METRO  
TOWNSHIP

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR HOLLADAY CITY  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
HOME INVESTMENT PARTNERSHIP PROGRAM, &  
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*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

HOLLADAY CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SIGNATURE PAGE FOR KEARNS METRO TOWNSHIP  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
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EMERGENCY SOLUTIONS GRANT PROGRAM  
*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

KEARNS METRO TOWNSHIP

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR MAGNA METRO TOWNSHIP  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
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*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

MAGNA METRO TOWNSHIP

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR MIDVALE CITY CORP.  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
HOME INVESTMENT PARTNERSHIP PROGRAM, &  
EMERGENCY SOLUTIONS GRANT PROGRAM  
*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

MIDVALE CITY CORP.

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SIGNATURE PAGE FOR MILLCREEK  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
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EMERGENCY SOLUTIONS GRANT PROGRAM  
*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

MILLCREEK

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SIGNATURE PAGE FOR MURRAY CITY  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
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EMERGENCY SOLUTIONS GRANT PROGRAM  
*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

MURRAY CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR RIVERTON CITY  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
HOME INVESTMENT PARTNERSHIP PROGRAM, &  
EMERGENCY SOLUTIONS GRANT PROGRAM  
*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

RIVERTON CITY

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR CITY OF SOUTH SALT LAKE  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
HOME INVESTMENT PARTNERSHIP PROGRAM, &  
EMERGENCY SOLUTIONS GRANT PROGRAM  
*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

CITY OF SOUTH SALT LAKE

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR WHITE CITY METRO TOWNSHIP  
TO THE  
INTERLOCAL COOPERATION AGREEMENT  
*Relating to the conduct of*  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
HOME INVESTMENT PARTNERSHIP PROGRAM, &  
EMERGENCY SOLUTIONS GRANT PROGRAM  
*For*  
FEDERAL FISCAL YEARS 2024 THROUGH 2026  
*And successive three-year periods thereafter*

WHITE CITY METRO TOWNSHIP

By: \_\_\_\_\_  
Mayor or Designee

Reviewed and Advised as to Form and Legality:

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

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

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

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



MURRAY  
CITY COUNCIL

# Discussion Item #3



# MURRAY

## Council Action Request

Meeting Date:

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



---

TO: Murray City Municipal Council  
From: Brenda Moore, Finance & Administration Director  
Date: August 29, 2023  
Re: Fiscal Year 2024 Budget Opening – Committee of the Whole September 12

A budget opening public hearing has been scheduled for September 19. The opening will request funds and budget adjustments for the following purposes:

- Projects in-progress at FY 2023 Year-end (CIP annual roll-forward)
- Receive and allocate several grant awards
- Reconcile changes in wages and benefits due to health insurance open enrollment changes.
- New project or needs for FY2024

The city is still receiving and paying invoices for work performed in fiscal 2023. The amounts below may change until the public hearing.

**Grants Received/rolled forward (All General Fund unless indicated otherwise)**

1. Appropriate \$2,445 from reserves for donations & sponsorships received but unspent by the Park Center.
2. Appropriate \$190,578 restricted Alcohol funds from reserves for police equipment. The police spent \$101,574 in FY2023 on qualified equipment, this is the remaining balance.
3. Appropriate \$1,044 from the remaining 2022 JAG grant proceeds to Police small equipment.
4. In the Library Fund, receive and appropriate \$495 Utah State Department of Cultural and Community Engagement to distribute free period products.
5. In the Capital Projects Fund receive \$758,273 of TRCC funds and appropriate to the Murray Mansion Project.
6. In the Capital Improvement Project Fund receive \$100,000 of TRCC funds and appropriate to the toddler playground project.
7. In the Capital Improvement Project Fund receive \$3,243,612 of TRCC funds and appropriate to the Murray Theater project.
8. In the Water Fund receive \$613,520 Capital donation reimbursement from UDOT and appropriate to infrastructure for moving the 300 W I215 water line.

**Revenue-Expense Neutral**

9. In General Fund reallocate insurance expenditures among departments due to open enrollment.
10. In the General Fund appropriate \$5,000 concession revenue and appropriate to concession supplies.

**From Reserve**

11. Appropriate insurance changes due to open enrollment from reserves:
  - a. Power Fund \$9,557.
  - b. Murray Parkway Pro Shop \$307
  - c. Stormwater Fund \$6,171

**Rollover Projects from FY23 to FY24 – All from restricted reserves****General Fund Class C - Total \$1,280,275**

12. Various sidewalk projects \$85,933
13. Various sealer projects \$6,068
14. Traffic Signal Maintenance \$25,000
15. Various overlays for \$944,314 which include:
  - a. White springs, Walden Hills & Shadow Wood \$150,000
  - b. Riverbend \$115,000
  - c. Potomac area Cul-de-Sacs \$250,000
  - d. Morning Dew, Daisy Ln & Daisy Cir \$75,000
  - e. 4800 S – UP tracks to state street \$354,314
16. Winchester & 700 W signal maintenance federal grant match \$218,960

**Enterprise Funds**

17. Water Fund – Total \$1,678,898
  - a. Water Master Plan \$48,355
  - b. Bobcat change out program \$7,500
  - c. Savings for AMI system \$89,964
  - d. Various pipe replacement projects \$97,682
  - e. Bonnyview 8 inch pipe reimbursement \$472,083
  - f. Winchester – State to Trax waterline replacement \$963,314
18. Wastewater Fund – Total \$900,000
  - a. Fairborne lift station liner project \$250,000
  - b. Sewer line replacement 5800 S to 6000 East of state \$650,000
19. Murray Parkway Golf Course – Total \$45,000
  - a. mitigation of potential residential hazards \$25,000
  - b. Slurry Seal maintenance parking lot \$20,000
20. Solid Waste – 1 Ton pickup truck \$75,000
21. Storm Water - Clover meadows storm drain \$1,153,155
22. Central Garage – Fuel Station repairs \$44,000
23. Power Fund – Total \$1,672,469
  - a. Transformer \$1,500,000
  - b. On call bucket truck \$172,469

**Capital Improvement Projects Fund – total moved forward total \$14,338,963**

24. Clean energy vehicle/equipment \$85,051
25. Court equipment replacement plan \$47,717, some if for remaining parts of the sound system.
26. City Hall Christmas display \$250,000.
27. Non departmental city hall equipment replacement plan \$32,813

28. Police equipment replacement plan \$292,822, cars and equipment to outfit them.
29. Fire Equipment, total of \$1,638,036
  - a. Radios \$128,560
  - b. Ambulance \$345,000
  - c. Brush type 6 truck \$185,000
  - d. Ladder Truck savings - \$943,186
  - e. Equipment for battalion chief F250 \$36,290
30. Parks – total \$7,002,760
  - a. Parks maintenance projects \$39,044
  - b. Parks armory project professional services \$305,900
  - c. Parks storage facility \$1,108,864
  - d. Parks equipment savings \$128,300
  - e. Parks Garbage truck savings \$134,000
  - f. Park Center equipment replacement plan \$3,306
  - g. Sound system Murray amphitheater \$63,787 (left over from seating budget)
  - h. Recreation equipment replacement plan \$18,235
  - i. Senior Recreation Center equipment replacement plan \$9,425
  - j. Senior Recreation Center savings for shed to park bus in \$5,000
  - k. Cemetery equipment replacement plan \$51,802
  - l. Murray Theater building demo & parking lot construction \$150,000
  - m. Murray Theater renovation project \$3,132,001
  - n. Facilities – Emergency Fund \$1,109,438
  - o. Facilities – Senior rec exterior fascia panels, drop ceiling \$80,000 (not done due to study)
  - p. Facilities – Park Center grout and retile showers/locker rooms \$90,000
  - q. Facilities – Buildings roll forward including Murray Mansion \$573,658
31. Community & Economic Development – total \$132,043
  - a. Scanning project - \$80,000
  - b. Building department equipment savings \$17,043
  - c. Code Enforcement vehicle \$35,000
32. Information Technology - total \$267,228
  - a. Equipment replacements \$200,589
  - b. User profile migration software \$25,000
  - c. Security auditing software \$25,000
  - d. GIS equipment replacement plan \$16,639
33. Streets – Safety signage \$16,899
34. Streets – Equipment - total \$486,000. Includes \$104,000 new money from transportation sales tax budget overage in FY2023.
  - a. Bobtail truck do all \$245,000
  - b. International Plow with spreader \$241,000
35. Streets projects – Transportation tax & Bond proceeds total \$4,087,594
  - a. 300 W Big Cottonwood Deck replacement \$1,000,000
  - b. Vine Street State to 900 E overlay \$1,450,000
  - c. Commerce drive 5300 S to 5900 S overlay \$325,000
  - d. 700 W – Winchester to south city limits overlay \$375,000
  - e. 300 E – 6240 S to Winchester overlay \$200,000

- f. Walden wood rebuild \$130,000
- g. College and 5300 intersection federal grant match \$75,000
- h. Bonny view (State restricted Funds) \$500,000
- i. Miscellaneous projects \$32,594

**From Reserves – FY2024 new items**

- 36. In the General Fund appropriate \$61,865 from reserves to Community and Economic Development Salaries and Benefits for difference in Director Compensation and the required payouts to the former director.
- 37. In the Water Fund appropriate from reserves \$15,442 for salaries and benefits due to personnel change.

There will also be a Municipal Building Authority meeting to roll the remaining City Hall construction budget forward of \$898,272.

Please contact me if you would like further explanation of any of these items.

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2023-2024 BUDGET

On August 22, 2023, the Murray City Municipal Council adopted the City's budget for Fiscal Year 2023-2024. It has been proposed that the Fiscal Year 2023-2024 budget be amended as follows:

1. Appropriate the following items from General Fund reserves:
  - a. Increase the budget \$1,280,275 for prior year Class C Road maintenance and infrastructure projects in process;
  - b. Increase the budget \$190,578 for state alcohol funds for police equipment;
  - c. Increase the budget \$2,445 for Park Center sponsorship and donation money for recreation programs contributed and unspent in the previous year, and;
  - d. Increase the budget \$61,865 for salaries and benefits in the Community and Economic Development department.
2. Receive and appropriate the following grants and/or reimbursements in the General Fund with no financial impact:
  - a. Increase the budget \$1,044 from the Federal Justice Department JAG grant for police equipment;
  - b. Transfer health insurance expenditures between General fund departments as necessary due to open enrollment changes.
3. In the General Fund receive \$5,000 in concession revenue and appropriate to concession supplies.
4. In the Library Fund receive and appropriate \$495 for the State Department of Cultural and Community Engagement Period Products grant.
5. Appropriate \$14,338,963 from the Capital Improvement Projects (CIP) Fund reserves for projects in progress from the previous year's budget including:
  - a. Increase the budget \$385,900 for professional services;
  - b. Increase the budget \$4,969,523 for building construction and improvement;

- c. Increase the budget \$1,418,482 for maintenance of City buildings and equipment;
  - d. Increase the budget \$3,477,464 for vehicle and equipment replacement, and;
  - e. Increase the budget \$4,087,594 for streets infrastructure.
- 6. In the Capital Improvement Projects Fund receive \$4,101,885 in TRCC funding from Salt Lake County and appropriate as follows:
  - a. Increase the budget by \$758,273 for the Murray Museum project;
  - b. Increase the budget by \$100,000 for the toddler playground, and;
  - c. Increase the budget by \$3,243,612 for the Murray Theater project.
- 7. Appropriate \$1,694,340 from the Water Fund reserves for the following:
  - a. Increase the budget by 89,964 for AMI metering system;
  - b. Increase the budget by \$15,442 for salaries and benefits;
  - c. Increase the budget by \$7,500 for the bobcat change out program;
  - d. Increase the budget by \$48,355 for professional services for a water master plan, and;
  - e. Increase the budget by \$1,533,079 for well and pipeline replacement projects in progress from the previous year's budget.
- 8. In the Water Fund receive \$613,520 capital reimbursement from UDOT and appropriate to infrastructure for the 300 W water line move.
- 9. Appropriate \$900,000 from the Wastewater Fund reserves for maintenance and infrastructure.
- 10. Appropriate \$1,682,026 from the Power Fund reserves for the following:
  - a. Increase the budget by \$9,557 for employee health insurance changes;
  - b. Increase the budget by \$1,500,000 for infrastructure improvements, and;
  - c. Increase the budget by \$172,469 for truck and equipment replacement.
- 11. Appropriate \$45,307 from the Murray Parkway Fund reserves for the following:

- a. Increase the budget by \$307 for additional health insurance benefits;
  - b. Increase the budget by \$25,000 for possible residence hazard mitigation, and;
  - c. Increase the budget by \$20,000 to slurry seal the maintenance area parking lot.
12. Appropriate \$75,000 from the Solid Waste Fund reserves for a 1-ton service truck.
13. Appropriate \$1,159,326 from the Stormwater Fund reserves for the following:
  - a. Increase the budget by \$1,153,155 for infrastructure, and;
  - b. Increase the budget by \$6,171 for insurance benefits.
14. Appropriate \$44,000 from Central Garage Fund reserves for fuel station repairs.

Section 10-6-128 of the Utah Code states that the budget for the City may be amended by the Murray City Municipal Council following a duly noticed public hearing. Pursuant to proper notice, the Murray City Municipal Council held a public hearing on September 19, 2023, to consider proposed amendments to the Fiscal Year 2022-2023 budget. After considering public comment, the Murray City Municipal Council wants to amend the Fiscal Year 2023-2024 budget.

*Section 1. Enactment.* The City's Fiscal Year 2023-2024 budget shall be amended as follows:

1. Appropriate the following items from General Fund reserves:
  - a. Increase the budget \$1,280,275 for prior year Class C Road maintenance and infrastructure projects in process;
  - b. Increase the budget \$190,578 for state alcohol funds for police equipment;
  - c. Increase the budget \$2,445 for Park Center sponsorship and donation money for recreation programs contributed and unspent in the previous year, and;
  - d. Increase the budget \$61,865 for salaries and benefits in the Community and Economic Development department.

2. Receive and appropriate the following grants and/or reimbursements in the General Fund with no financial impact:
  - a. Increase the budget \$1,044 from the Federal Justice Department JAG grant for police equipment;
  - b. Transfer health insurance expenditures between General fund departments as necessary due to open enrollment changes.
3. In the General Fund receive \$5,000 in concession revenue and appropriate to concession supplies.
4. In the Library Fund receive and appropriate \$495 for the State Department of Cultural and Community Engagement Period Products grant.
5. Appropriate \$14,338,963 from the Capital Improvement Projects (CIP) Fund reserves for projects in progress from the previous year's budget including:
  - a. Increase the budget \$385,900 for professional services;
  - b. Increase the budget \$4,969,523 for building construction and improvement;
  - c. Increase the budget \$1,418,482 for maintenance of City buildings and equipment;
  - d. Increase the budget \$3,477,464 for vehicle and equipment replacement, and;
  - e. Increase the budget \$4,087,594 for streets infrastructure.
6. In the Capital Improvement Projects Fund receive \$4,101,885 in TRCC funding from Salt Lake County and appropriate as follows:
  - a. Increase the budget by \$758,273 for the Murray Museum project;
  - b. Increase the budget by \$100,000 for the toddler playground, and;
  - c. Increase the budget by \$3,243,612 for the Murray Theater project.
7. Appropriate \$1,694,340 from the Water Fund reserves for the following:
  - a. Increase the budget by 89,964 for AMI metering system;
  - b. Increase the budget by \$15,442 for salaries and benefits;

- c. Increase the budget by \$7,500 for the bobcat change out program;
- d. Increase the budget by \$48,355 for professional services for a water master plan, and;
- e. Increase the budget by \$1,533,079 for well and pipeline replacement projects in progress from the previous year's budget.

8. In the Water Fund receive \$613,520 capital reimbursement from UDOT and appropriate to infrastructure for the 300 W water line move.

9. Appropriate \$900,000 from the Wastewater Fund reserves for maintenance and infrastructure.

10. Appropriate \$1,682,026 from the Power Fund reserves for the following:

- a. Increase the budget by \$9,557 for employee health insurance changes;
- b. Increase the budget by \$1,500,000 for infrastructure improvements, and;
- c. Increase the budget by \$172,469 for truck and equipment replacement.

11. Appropriate \$45,307 from the Murray Parkway Fund reserves for the following:

- a. Increase the budget by \$307 for additional health insurance benefits;
- b. Increase the budget by \$25,000 for possible residence hazard mitigation, and;
- c. Increase the budget by \$20,000 to slurry seal the maintenance area parking lot.

12. Appropriate \$75,000 from the Solid Waste Fund reserves for a 1-ton service truck.

13. Appropriate \$1,159,326 from the Stormwater Fund reserves for the following:

- a. Increase the budget by \$1,153,155 for infrastructure, and;
- b. Increase the budget by \$6,171 for insurance benefits.

14. Appropriate \$44,000 from Central Garage Fund reserves for fuel station repairs.

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

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

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

ATTEST:

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Brooke Smith, City Recorder

MAYOR'S ACTION: Approved

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

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Brett 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

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

A RESOLUTION AMENDING THE BUDGET FOR THE MUNICIPAL  
BUILDING AUTHORITY OF MURRAY CITY FOR FISCAL YEAR  
2023-2024.

WHEREAS, the Municipal Building Authority of Murray City ("Authority") is a nonprofit corporation created in 1986 by the Municipal Council of Murray City, Utah (the "City") pursuant to the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Building Authority Act") and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended; and

WHEREAS, the Authority was created by the City for the purpose of financing projects on behalf of the City as provided in the Building Authority Act; and

WHEREAS, the City has a critical need for a new City Hall due to the poor condition of the existing City Hall; and

WHEREAS, on June 27, 2023, the Authority adopted the Authority's budget for Fiscal Year 2023-2024. It has been proposed that the Fiscal Year 2023-2024 budget be amended as follows:

Appropriate \$898,272 from the Municipal Building Authority Fund reserves for the new City Hall construction project (building construction and equipment); and

WHEREAS, a public hearing was held on September 19, 2023, and all interested persons were provided the opportunity to be heard at the public hearing; and

WHEREAS the Authority's Board of Trustees wants to approve an amendment to the budget for fiscal year 2023-2024.

NOW BE IT RESOLVED by the Municipal Building Authority of Murray City as follows:

The Municipal Building Authority Fund Budget shall be amended by appropriating \$898,272 from the Municipal Building Authority Fund reserves for the new City Hall Project (building construction and equipment).

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

MUNICIPAL BUILDING AUTHORITY  
OF MURRAY CITY

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Garry Hrechkosy, Chair - President

ATTEST:

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Diane Turner, Secretary-Treasurer



MURRAY  
CITY COUNCIL

# Discussion Item #4



**MURRAY**

## **Council Action Request**

# **Community & Economic Development**

## **Parking Amendments for Beauty and Barber Services**

**Committee of the Whole**

Meeting Date: September 12, 2023

<b>Department Director</b> Phil Markham	<b>Purpose of Proposal</b>  The applicant is requesting an amendment to parking spaces required for Beauty and Barber Shops.
<b>Phone #</b> 801-270-2427	<b>Action Requested</b>  Zoning Text Amendment
<b>Presenters</b>  Phil Markham, Director Zachary Smallwood, Senior Planner	<b>Attachments</b>  Proposed Ordinance and Staff Report
<b>Required Time for Presentation</b>  15 minutes	<b>Budget Impact</b>  None
<b>Is This Time Sensitive</b>  No	<b>Description of this Item</b>  Representatives of LIV Salons are requesting a text amendment to the parking standards in chapter 17.72.070 regarding Beauty and Barber Services.  The existing parking standard is out of date compared to most cities and staff is recommending to update the code to be more consistent with other land uses in the city.
<b>Mayor's Approval</b>	The Planning Commission voted 4-0 to forward a positive recommendation on an amended text. Staff concurs with the changes.
<b>Date</b>  January 31, 2018	

# Murray City Corporation

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 19<sup>th</sup> day of September, 2023, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Hall, 10 East 4800 South, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing on and pertaining to a text amendment to section 17.72.070 of the Murray City Municipal Code, relating to changing how required parking spaces are determined for beauty and barber shops and business and professional offices based on the square feet of net usable floor space.

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

DATED this 30<sup>th</sup> day of August 2023.



MURRAY CITY CORPORATION



Brooke Smith  
City Recorder

DATE OF PUBLICATION: 8/30/2023

1. Mailed to each affected entity.
2. Utah Public Notice Website
3. City's Website.
4. In at least one public location.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 17.72.070 OF THE MURRAY CITY MUNICIPAL CODE RELATING PARKING REQUIREMENTS FOR BEAUTY AND BARBER SHOPS AND BUSINESS AND PROFESSIONAL OFFICES.

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1.* Purpose. The purpose of this ordinance is to amend Section 17.72.070 of the Murray City Municipal Code relating to Parking Requirements for Beauty and Barber Shops and Business and Professional Offices.

*Section 2.* Amendment to Section 17.72.070 of the Murray City Municipal Code. Sections 17.72.070 of the Murray City Municipal Code shall be amended to read as follows:

**17.72.070: PARKING SPACES REQUIRED:**

Except as otherwise provided in this chapter, the number of off street parking spaces for various uses will be as follows:

....

Beauty and barber shops	<u>3 spaces for each chair.1 parking space per 200 square feet of net usable floor area.</u>
Bowling alleys	4 spaces for each alley.
Business offices or professional offices (excluding medical and dental offices)	<u>4 parking spaces for each 1,000 square feet of net floor area.1 parking space for 250 square feet of net usable floor area.</u>

....

*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

---

Brett A. Hales, Mayor

ATTEST:

---

Brooke Smith  
City Recorder

## CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published according to law on the \_\_\_\_ day of \_\_\_\_\_, 2023.

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Brooke Smith  
City Recorder

Minutes of the Planning Commission meeting held on Thursday, June 1, 2023, at 6:32 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/>. Individuals wishing to make comments on an agenda item may submit comments via email at [planningcommission@murray.utah.gov](mailto:planningcommission@murray.utah.gov).

Present: Jake Pehrson, Chair  
Lisa Milkovich, Vice-Chair  
Ned Hacker  
Michael Richards  
Jared Hall, CED Director  
Susan Nixon, Senior Planner  
Zachary Smallwood, Senior Planner  
Mustafa Al Janabi, Planner 1

Excused: Travis Nay  
Maren Patterson  
Jeremy Lowry

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

#### APPROVAL OF MINUTES

Mr. Nay moved to approve the minutes from the April 6, 2023 Planning Commission meeting. Seconded by Mr. Hacker. A voice vote was made, motion passed 4-0.

#### CONFLICT OF INTEREST

There were no conflicts of interest for this meeting.

#### APPROVAL OF FINDINGS OF FACT

There were no Findings of Fact for this meeting.

#### LAND USE TEXT AMENDMENT - Sections 17.16.010(A) and (D) - Modifications to the minimum number of Hearing Officers and number of consecutive terms allowed – Project #23-047

Ms. Nixon presented the application for Murray City, Community & Economic Development Department. This proposed modification to section 17.16.010, which references the appeal authority or hearing officer. The city has many boards and commissions appointed by the mayor, one of which are the hearing officers. They are residents of Murray City who volunteer their time. The code has a minimum of three officers. This amendment proposes to have a minimum of two officers. The current maximum number of terms is three, with each term being three years, for a total of nine years. The requested amendment proposes to increase up to five terms, with each term remaining three years, for a total of fifteen years. The hearing officer serves in a quasi-judicial capacity. The requirements for qualifications are geared towards former planning commissioners, attorneys, or someone with some land use background. It is more difficult to fill.

Murray does prefer to have its residents serve in this role. One reason is that they have a more vested interested and the other reason is that they are more familiar with the city. They need enough training and experience to qualify them to conduct administrative or quasi-judicial hearings regarding land use, land development and regulatory codes related to land use. Hearing officers review request for variances, and expansions for nonconforming uses and structures, as well as being the appeal authority for the planning commission and administrative decisions. Ms. Nixon welcomed questions.

Ms. Milkavich asked what happens if we are out of compliance with the number of officers and what if the number of officers and term length wording is more suggestive rather than mandatory. Ms. Nixon said we do need to specify in the code. The Planning Commission would need to at least state that there is no minimum or maximum amount of terms. Ms. Milkavich stated that she supports term limits.

Mr. Hacker asked if decreasing the number of required hearing officers would put the city in a predicament. Ms. Nixon said that it has not been an issue in the past. Mr. Hacker then asked if it precludes the mayor from having more than two. Ms. Nixon stated the request is for a minimum of two officers.

Mr. Pehrson asked how many of these decisions are variance versus appeals. Ms. Nixon stated that appeals are very rare.

Notices were sent to affected entities for this text amendment. As of the date of this report, no public comments have been made. Public comment was open.

Mr. Jim Harland, one of the hearing officers, spoke. He thanked the staff for the great job they do. He stated that the quality of their staff reports makes his job much easier. He said that the job is challenging. He said hearing officers operate in a more refined manner, being careful what they say and how they say it. Decisions are sometimes difficult and sometimes requires having to ask residents or contractors to tear down structures. He stated that he is willing to serve as long as he can. Ms. Nixon thanked him for his time and service.

Public comment was closed.

Ms. Milkavich made a motion to forward a recommendation of approval to the city council for the proposed text amendments to section 17.16.010.A & D, as reviewed.

Mr. Richards seconded. Roll Call Vote:

A Pehrson  
A Hacker  
A Richards  
A Milkavich

Motion passed 4-0.

LAND USE TEXT AMENDMENT - 17.72.070 - Modifications to beauty and barber shop parking standards and renaming office and service uses - Off-Street Parking - Project #23-051

Mr. Smallwood presented Greg Griffin's request to amend the land use ordinance for parking regulations at hair and beauty salons. The applicant's proposed changes would amend the current parking requirements based on the number of parking spaces per salon chair to the type of business operating in the suite or studio. If the primary tenants engage in retail sales, the proposal suggested one parking space per 200 square feet, and if they do not engage in retail sales, the requirement would be one parking space per 250 square feet of total space; however, staff found this approach to be a bit complicated and cumbersome to monitor. To address the matter, the Planning Division looked into what other cities in the county and nearby regions had implemented. Most cities had a general parking standard of one space for approximately every 244 square feet. Only South Jordan City stood out with a different standard, requiring three spaces per chair.

After analyzing the data, Planning Division staff recommended a streamlined approach for parking regulations, treating hair and beauty salons more like other office or professional uses. The proposal involved striking the specific beauty and barbershop standard and retitling the category as "offices and/or professional service uses," except for medical and dental businesses that may require more parking due to their higher impact. The new recommendation was to have four parking spaces for every 1000 square feet of net floor area.

Mr. Smallwood provided an example to illustrate the application of the original and new parking standards for a day spa with multiple uses. Under the existing regulations, 30 parking spaces were required for ten chairs, one office space, and a reception area with retail display. This calculation was based on excluding certain areas like restrooms and hallways not primarily used for working. However, the revised proposal would require ten parking spaces based on the one space per 250 square feet calculation, or approximately twelve to thirteen spaces based on the one space per 200 net square feet calculation.

Ms. Milkavich stated that she conducted extensive research, and visited multiple salons to look at how they operate. Initially, she felt that the three spaces per chair was not necessary, but getting into the specifics of layouts of salons she felt it deserved a more robust conversation.

Mr. Smallwood stated that for example a 3,000 square foot salon, would require 12-13 parking spaces using a standard of 1 per 200 sq ft. He noted he could also provide the numbers for a 1 per 150 sq ft standard, which would equate to around 17 spaces.

Mr. Richards asked about the math because using 1 per 200 sq ft for the 3600 sq ft spa should result in 16 spaces. Mr. Smallwood explained they use the net usable square footage, not the total gross square footage, to calculate parking requirements. They typically reduce the gross square footage by 15-20% to account for spaces like hallways that don't require parking. The net usable square footage is lower than the gross. Mr. Pehrson pointed out that using the gross square footage of 3600 sq ft and 1 per 200 sq ft would result in 16 required spaces, quite different from the 12-13 spaces using the net square footage. Mr. Smallwood agreed it was a significant difference of 3 parking spaces between calculations based on net versus gross square footage for this example salon. Going from net to gross increased the required parking by around 20%. Mr. Pehrson did a quick math check and stated that for the 3600 sq ft salon, using 1 per 200 sq ft of the gross square footage would equate to 16 spaces. He asked if other cities use gross or net square footage for their parking calculations. Mr. Smallwood responded

that it's a mix - some cities use gross, some use net. Mr. Pehrson concluded that if other cities are using gross square footage, then their requirements would tend to be closer to 1 per 200 sq ft rather than 1 per 250 sq ft. Mr. Smallwood confirmed it's reasonable to assume other cities calculating based on gross square footage would end up with parking requirements closer to 1 per 200 sq ft once you account for that 15-20% difference between gross and net. Mr. Pehrson reiterated that the choice of using gross vs. net square footage makes a big difference in the required number of parking stalls, as illustrated in their example salon. Mr. Smallwood agreed there was a significant difference of 3 parking spaces between net and gross calculations for their sample salon - about a 20% increase going from net to gross. Mr. Pehrson asked whether the parking space numbers Mr. Smallwood compiled from other cities were specifically requirements for professional service and office uses, or if any were designated specifically for salons. Mr. Smallwood said no other city had special parking standards for salons except South Jordan. For the other cities, he used whichever was greater between their retail and office parking requirements.

The applicant, Mr. Griffin, provided some background information to explain their executive suite business model renting individual spaces to independent stylists, doctors, coaches, etc. He said they are never 100% occupied since operators set their own hours. He supported simplifying to professional office standards since the uses are similar, but based on gross square footage. Mr. Richards asked about the parking math for their building. Mr. Griffin said the gross square footage should equate to 40 spaces at 1/200 sq ft which they have currently. Ms. Milkavich tried to clarify that if they have 120 sq ft suites, an operator and client would need 2 parking spots, so she still didn't understand the argument for reducing to 1/250 sq ft. Mr. Griffin explained it's never fully occupied like law firms and they merely rent space. Even busy salons have downtime now and then. The uses are essentially professional services. Ms. Milkavich said she agreed that 3 stalls per chair was excessive but are just determining what's reasonably not under-parked. She asked what the prior use of their building was. Mr. Griffin said the mortgage office suites had similar parking as their current stylist suites at 4/1000 sq ft. Their focus is providing adequate parking for their tenants. Ms. Milkavich reiterated they don't oppose change but want to find the right balance. Mr. Griffin said the industry trend is toward 1/200 or 1/250 sq ft for professional services. He suggested reverting to that if they remove the salon-specific code so it's the same as other offices. Mr. Nay said he viewed it as simply getting to an average occupancy number. Mr. Griffin confirmed they average around 40% occupied. Mr. Pehrson said his concern is setting a global standard not just based on their unique model, since it would also apply to denser salon layouts. Mr. Griffin acknowledged that's tricky but said they'd self-regulate to not abuse parking allotments since it hurts their business if insufficient for clients. The developers establishing standards already studied appropriate ratios for these mixed uses. Mr. Griffin agreed and said if they replaced all the salons with lawyers, it would be the same office use, density, and parking needs. That's why reverting to a professional services standard seemed reasonable. Mr. Nay added the proposal aligns with averages for cities across the county.

Mr. Griffin reiterated in final comments that since most salons locate in retail zones with higher parking requirements anyway, 1/200 sq ft would provide enough parking for their building and be comparable to retail rather than office ratios. Mr. Richards suggested keeping the 3/chair standard but modifying it to 1/200 sq ft. He also supported keeping the separate professional services standard of 1/250 sq ft. Ms. Milkavich said that approach would be okay, but asked for

clarification on the math. Mr. Richards clarified he preferred simplifying the barber/salon standard to 1 per 250 sq ft rather than the 4 per 1000 sq ft. Ms. Milkavich pointed out the wiggle room with calculations using the 4 per 1000 standard. Mr. Smallwood asked for an example of how that could be manipulated or miscalculated. Commissioner Jake Pearson shared a hypothetical scenario from another city's codes where a slightly smaller building size, like 1001 sq ft, would change the parking requirements significantly because of the rounding thresholds in the 4 per 1000 math. Mr. Smallwood said their code rounds down fractional requirements and offered to demonstrate how that avoids the issue raised. Mr. Richards stated the 1 per 250 sq ft calculation is clearer and simpler. Ms. Milkavich agreed and asked Mr. Smallwood to restate the recommendation for consistency. Mr. Smallwood recommended adding "per 200 sq ft of net usable area" to the standards for consistency with their typical code language. The commissioners agreed this provides clarity. Mr. Pehrson felt it was a good compromise providing sufficient parking and flexibility for applicants. Mr. Smallwood said it still accomplishes streamlining the requirements even if not combined into one standard.

Mr. Hacker made a motion that the planning commission forward a recommendation of approval to the city council for the proposed text amendment to section 17.72.070 with the following changes, being to keep the Beauty and Barber Shop use, change the required parking spaces from three spaces per chair to one space per 200 square feet of net usable, and to maintain the current language for business offices or professional offices and change the parking space requirements from four spaces per 1,000 to one space for 250 square feet of net usable.

Seconded by Mr. Richards

A Hacker  
A Richards  
A Milkavich  
A Pehrson

Motion passes 4-0

#### ANNOUNCEMENTS AND QUESTIONS

The next scheduled meeting will be held on Thursday, June 15, 2023, at 6:30 p.m. in the new Murray City Council Chambers, 10 East 4800 South, Murray, Utah.

Mr. Smallwood said there is ULI training on June 23<sup>rd</sup> from 8 a.m. to 1 p.m. at the Hunt Electric Building. This will fulfill the planning commissioner training requirement. Commissioners can reach out to Ms. Nixon to get registered.

**ADJOURNMENT**

Ms. Milkovich moved to adjourn tonight's meeting at 7:38 p.m. Seconded by Mr. Hacker. A voice vote was made, motion passed 4-0.



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Philip J. Markham, Director  
Community & Economic Development Department



## AGENDA ITEM #05 Parking Standard Amendment

<b>ITEM TYPE:</b>	Text Amendment		
<b>ADDRESS:</b>	Citywide	<b>MEETING DATE:</b>	June 1, 2023
<b>APPLICANT:</b>	Graig Griffin; LIV Salons	<b>STAFF:</b>	Zachary Smallwood, Senior Planner
<b>PARCEL ID:</b>	N/A	<b>PROJECT NUMBER:</b>	23-051
<b>AFFECTED CHAPTERS:</b>	17.72.070		
<b>REQUEST:</b>	The applicant is requesting an amendment to parking spaces required for Beauty and Barber Shops.		

### I. STAFF REVIEW & ANALYSIS

#### Background

The applicant is affiliated with LIV Salons located at 1966 East 6200 South. Beauty and Barber Services (LU# 6230) is a permitted use in the C-N, Commercial Neighborhood District. LIV Salons operates under a room rental business model. This means that each “booth renter” is required to obtain their own business license and be responsible for their own booths. This helps to eliminate additional overhead costs for small business owners that operate as cosmetology businesses. Because of the current parking requirements, the applicant has been limited on the number “booth renters” they are able to lease to. The applicant has stated that if the parking requirements are changed they would be able to increase their number of booth renters and more easily operate as a successful business.

The applicant has petitioned to modify the parking standards for beauty and barber salons. Their proposed text change is evaluated in the following sections of this report and attached as an attachment for the Planning Commission’s review.

#### Code Comparison

Planning staff reviewed parking standards across multiple municipalities. The table of findings is provided below.

PARKING STANDARDS	
Midvale	1 space per 200 sq. feet
Taylorsville	1 space per 200 sq. feet
South Salt Lake	1 space per 250 sq. feet
Holladay	1 space per 200 sq. feet
Millcreek	1 space per 300 sq. feet
Sandy	1 space per 200 sq. feet
West Jordan	1 space per 200 sq. feet
West Valley	1 space per 250 sq. feet
Vineyard	1 space per 150 sq. feet
Draper	1 space per 200 sq. feet
Farmington	1 space per 250 sq. feet
Salt Lake City	1 space per 500 sq. feet
South Jordan City	3 spaces per chair
Cottonwood Heights	1 space per 250 sq. feet
Herriman	1 space per 200 sq. feet
Bluffdale	1 space per 200 sq. feet
Park City	1 space per 250 sq. feet
Roy	1 space per 350 sq. feet

Of the cities surveyed the parking ratio averages one (1) space per 244 square feet. One (1) space per two hundred (200) square feet is the most common ratio though one city uses one space per one hundred-fifty (150) square feet. Only one city surveyed used the number of workstations to determine parking requirements.

### Institute of Transportation Engineers

Planning Division staff looked through both the 4<sup>th</sup> and 5<sup>th</sup> Generations of the Institute of Traffic Engineer's (ITE) "Parking Generation Manual" and found that there is not a specific standard listed for beauty and barber shops. There are many types of uses that are called out with specific standards but not salon type uses. Because this specific use is not called out, staff assumes that it is considered in other retail and office uses generally.

### Proposed Amendments

The applicant has provided the following text change for consideration to be placed in Section 17.156.090 of the Land Use Ordinance:

For all businesses that rent space to other businesses using a "suite" or "studio" model the following parking ratios shall apply:

For businesses whose primary suite or studio tenants engage in retail

sales or personal services as typically found in a salon (hair, nails, lash, etc.) the parking ratio shall be one parking space per every 200 square feet of total space.

For businesses whose primary suite or studio tenants engage in professional services (without retail or salon uses), medical, or general office activities, the parking ration shall be one space per every 250 square feet of total space.

Planning staff does not oppose the requested change, but feels that it is overly complicated. Staff recommends that a simpler solution may be achieved by removing the specific parking standard for beauty and barber salons located in Section 17.72.070: parking spaces required. In the figure below, staff recommends removing the beauty and barber shop standard and modifying the “Business offices or professional offices (excluding medical and dental offices)” to fully encompass Office and Professional Service uses.

#### 17.72.070: PARKING SPACES REQUIRED:

Except as otherwise provided in this chapter, the number of off street parking spaces for various uses will be as follows:

Use	Required Parking Spaces
Automobile service and repair center	3 exterior parking spaces for each stall, service bay or workstation. All vehicles using this off street parking must comply with state of Utah motor vehicle registration requirements, i.e., current state license plates and a valid safety inspection sticker.
<a href="#"><u>Beauty and barber shops</u></a>	<a href="#"><u>3 spaces for each chair</u></a>
Bowling Alleys	4 spaces for each alley.
<a href="#"><u>Business offices and/or professional service offices uses</u></a> (excluding medical and dental offices)	4 parking spaces for each 1,000 square feet of net floor area.
Car wash	3 spaces in approach lane to each wash bay.

Figure 1: Staff's Proposed Changes

Modifying these two parts of the Land Use Ordinance achieves the same result that the applicant is requesting while keeping the parking requirements more streamlined. Based on the review of parking requirements in the surrounding cities and a lack of professionally recorded data, Staff is confident that the request to eliminate the specific parking standard for beauty and barber services would not negatively impact surrounding businesses or neighborhoods.

## II. PUBLIC INPUT

Notices were sent to Affected Entities for this text amendment. As of the date of this report, no public comments have been made.

### **III. FINDINGS**

Based on the analysis of the proposed text amendment planning staff concludes the following:

1. The proposed text amendment, as amended by staff, has been carefully considered and will align with existing parking standards both in and out of the city.
2. The proposed text amendment is consistent with the purpose of the Murray City Land Use Ordinance Code for promoting the health, safety, and general welfare of its citizens.
3. The proposed text amendment is not contrary to the 2017 General Plan.

### **IV. CONCLUSION/RECOMMENDATION**

Planning Division staff recommends that the Planning Commission forward a recommendation of APPROVAL to the City Council for the proposed text amendment to Section 17.72.070 as reviewed in the Staff Report.



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## NOTICE OF PUBLIC HEARING

June 1, 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:

**A request to amend Murray City Code Section 17.72.070, to modify the number of parking spaces required for beauty and barber shops.**

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 Planning Division at 801-270-2430, or e-mail [planning@murray.utah.gov](mailto:planning@murray.utah.gov).

## ZONING AMENDMENT APPLICATION

Type of Application (check all that apply):

Project # \_\_\_\_\_

Zoning Map Amendment

Text Amendment

Complies with General Plan

Yes       No

Subject Property Address: 1966 E 6200 S

Parcel Identification (Sidwell) Number: 222 122 701 20000

Parcel Area: .62 AC Current Use: Professional

Existing Zone: CN Proposed Zone: CN

Applicant Name: Graig Griffin

Mailing Address: 639 S 900E

City, State, ZIP: SLC UT 84102

Daytime Phone #: 435-229-1990 Fax #: \_\_\_\_\_

Email address: graigdgriffin@gmail.com

Business or Project Name: LIV Salons

Property Owner's Name (If different): Little Valley Properties, LLC

Property Owner's Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Daytime Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

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

The property is leased to a professional service use not contemplated in the current code

Authorized Signature:  Date: \_\_\_\_\_

## Property Owners Affidavit

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

Owner's Signature

Co- Owner's Signature (if any)

State of Utah

§

County of Salt Lake

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public  
Residing in \_\_\_\_\_

My commission expires: \_\_\_\_\_

### Agent Authorization

→ I (we), \_\_\_\_\_, the owner(s) of the real property located at  
1966 E 6200 S, in Murray City, Utah, do hereby appoint  
Craig Griffin, as my (our) agent to represent me (us) with  
regard to this application affecting the above described real property, and authorize  
Craig Griffin to appear on my (our) behalf before any City  
board or commission considering this application.

Owner's Signature

Co-Owner's Signature (if any)

State of Utah

§

County of Salt Lake

On the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, personally appeared before me

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

Notary Public  
Residing in \_\_\_\_\_

My commission expires: \_\_\_\_\_

## Text Amendment

Murray, UT City Code Section 17.126.090 (CN Neighborhood Commercial Zone – Parking)

*For all businesses that rent space to other businesses using a “suite” or “studio” model the following parking ratios shall apply:*

- *For businesses whose primary suite or studio tenants engage in retail sales or personal services as typically found in a salon (hair, nails, lash, etc.) the parking ratio shall be one parking space per every 200 square feet of total space.*
- *For businesses whose primary suite or studio tenants engage in professional services (without retail or salon uses), medical, or general office activities, the parking ration shall be one space per every 250 square feet of total space.*

## CURRENT PARKING STANDARDS

### 17.72.070: PARKING SPACES REQUIRED:

Except as otherwise provided in this chapter, the number of off street parking spaces for various uses will be as follows:

Use	Required Parking Spaces
Automobile service and repair center	3 exterior parking spaces for each stall, service bay or workstation. All vehicles using this off street parking must comply with state of Utah motor vehicle registration requirements, i.e., current state license plates and a valid safety inspection sticker.
Beauty and barber shops	3 spaces for each chair
Bowling Alleys	4 spaces for each alley.
Business offices or professional offices (excluding medical and dental offices)	4 parking spaces for each 1,000 square feet of net floor area.
Car wash	3 spaces in approach lane to each wash bay.
Churches	1 parking space for each 3 1/2 seats, 1 parking space for each 7 feet of linear pew, or 1 space for every 25 square feet of floor space area where temporary seating can be located.
Dance halls and assembly halls without fixed seats	3 spaces for each 100 square feet of floor area used by assembly or dancing.
Daycare center	1 space for each staff member and 1 space for each 5 students.
Disable parking/site accessibility	
A. Disabled parking spaces shall be located on the shortest possible access route of travel to an accessible building entry. In facilities with multiple accessible building entries with adjacent parking, disabled parking spaces shall be dispersed and located near the accessible entries. Wherever practical, the accessible route of travel shall not cross lanes of vehicular traffic. Where crossing traffic lanes is necessary, the route of travel shall be designated and marked as a crosswalk.	
B. When more than 1 building or facility is located on a site, accessible routes of travel shall be provided between buildings and disabled accessible site facilities. The accessible route of travel shall be the most practical direct route between building entries, site facilities and entry of the site.	

	C. Disabled parking spaces shall not be less than 8 feet in width and shall have an access aisle not less than 5 feet in width. Where 2 adjacent spaces are provided, the access aisle may be shared between the 2 spaces. Boundaries of access aisles shall be marked so that the aisles will not be used as parking space.																	
	D. Van accessible parking spaces shall have an adjacent access aisle not less than 8 feet in width. 1 in every 8 disabled parking spaces, but in no case less than 1, shall comply with the van parking space requirements.																	
	E. Vertical clearance and slope for disabled parking stalls shall meet international building code regulations. Surfaces of parking spaces and access aisles shall be firm, stable, smooth and slip resistant.																	
	F. Every disabled parking space shall be identified by a sign at the head of the parking space. The sign shall include the international symbol of accessibility. Such signs shall be 60 inches minimum above the floor or ground surface of the parking space, measured to the bottom of the sign.																	
	G. Where provided, passenger drop off and loading zones shall be located on an accessible route of travel. All drop off and loading zone spaces must comply with international building code dimensions, slope and vertical clearance.																	
	H. The minimum number of assigned parking spaces for the disabled shall be provided as listed in the following table:																	
	<p>ACCESSIBLE PARKING SPACES</p> <table> <thead> <tr> <th>Minimum Required</th> <th>Total Parking Spaces</th> <th>Number Of In Lot Or Garage</th> <th>Accessible Spaces</th> </tr> </thead> <tbody> <tr> <td>1 – 25</td> <td>1</td> <td></td> <td></td> </tr> <tr> <td>26 – 50</td> <td>2</td> <td>51 – 75</td> <td>3</td> </tr> <tr> <td>76 – 100</td> <td>4</td> <td></td> <td></td> </tr> </tbody> </table>	Minimum Required	Total Parking Spaces	Number Of In Lot Or Garage	Accessible Spaces	1 – 25	1			26 – 50	2	51 – 75	3	76 – 100	4			
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1 – 25	1																	
26 – 50	2	51 – 75	3															
76 – 100	4																	

	<p>101 – 150 5      151 – 200 6      201 – 300 7      301 – 400 8      401 – 500 9      501 – 1,000 2% of total      More than 1,000 20 plus 1 for each      100 over 1,000</p>	
	Dwellings, multiple-family	2 1/2 spaces for each dwelling unit. 2 parking spaces shall be designated parking stalls for each dwelling unit. The additional 1/2 parking space requirement shall be combined for all units and used for visitor parking. Visitor parking shall be clearly marked.
		At least 1 of the parking spaces required above shall be a designated covered parking stall for each dwelling unit.
	The planning commission may require more off street parking to accommodate parking for recreational vehicles. This additional requirement must be based upon, but not limited to, the following criteria:	
	A. Size of development;	
	B. Size of individual units;	
	C. Number of individual units;	
	D. Market value of individual units;	
	E. Occupancy mix of individual units.	
	Fast food restaurants, taverns, clubs, lodges, fraternal organizations and all other similar dining and/or drinking establishments	1 parking space for each 2 seats or 1 parking space for each 100 square feet of floor area when the number of seats is unknown.
	Funeral homes, mortuaries	1 parking space for each 40 square feet of floor area located in the assembly chapel and viewing room(s).
	Furniture and appliance store or other similar uses which require large display area but generate light traffic demands	1 parking space for each 400 square feet of net floor area.
	General business/retail not specifically described (retail stores, except as otherwise specified)	1 parking space for each 200 square feet of net floor area.
	Hospitals	2 parking spaces for each bed plus parking spaces for all accessory uses as herein defined.
	Hotels, motels, motor hotels, bed and breakfast	1 parking space for each living or sleeping unit, plus parking space for all accessory uses as herein defined.
	Libraries	1 parking space for each 250 square feet of net floor area.

Manufacturing/industrial uses, research and testing laboratories, bottling plants	4 parking spaces for each 1,000 square feet of net office space plus 1 parking space for each 750 square feet of net floor area, or 1 space for each person employed on the highest employment shift, whichever is greater.
Medical/dental clinics	1 parking space for each 200 square feet of net floor area.
Nursing, convalescent and other similar type homes	1 parking space for every 5 persons the home is licensed or designed to care for, plus 1 additional space for each car used by the operators in conducting the home, plus 1 space for every 2 employees working on the highest employment shift.
Restaurants	1 space for each 3 seats.
Retirement facility	Off street parking shall be provided at the rate of 0.60 parking stalls per living unit. Common use facility areas will not be used in calculating parking. At least half of the off street parking stalls must be covered.
Room and boarding homes	1 parking space for each tenant.
Schools	1 parking space for each employee, 1 space for each 2 classrooms (elementary schools), 1 space for each 3 students of driving age, and 1 space for each 10 seats for school auditoriums, arenas or stadiums (nonelementary schools).
Shopping centers:	
Greater than 100,000 square feet but less than 700,000 square feet	As determined by conditional use permit or planned unit development procedure, if applicable, or by the planning commission, but not less than 5 spaces per 1,000 square feet net floor area.
700,000 square feet or greater	Not less than 41/2 spaces per 1,000 square feet net floor area.
Shopping centers, regional	5 parking spaces per 1,000 square feet of net floor area or as determined by the planning commission.
Single-family residential	2 parking spaces for each single-family dwelling unit.
Sports arenas, auditoriums, theaters and other similar places of public assembly	1 parking space for each 4 seats of maximum seating capacity.
Wholesale establishments and warehouses	4 parking spaces for each 1,000 square feet of net office space plus 1 parking space for each 750 square feet of net floor area, or 1 space for each person employed on the highest employment shift, whichever is highest.
All other uses not listed above	As determined by the planning commission based on the nearest comparable use standards.

## PROPOSED PARKING STANDARDS (REDLINE)

### 17.72.070: PARKING SPACES REQUIRED:

Except as otherwise provided in this chapter, the number of off street parking spaces for various uses will be as follows:

Use	Required Parking Spaces
Automobile service and repair center	3 exterior parking spaces for each stall, service bay or workstation. All vehicles using this off street parking must comply with state of Utah motor vehicle registration requirements, i.e., current state license plates and a valid safety inspection sticker.
<del>Beauty and barber shops</del>	<del>3 spaces for each chair</del>
Bowling Alleys	4 spaces for each alley.
<del>Business o</del> <u>Offices and</u> /or professional <u>service</u> <u>offices uses</u> (excluding medical and dental <u>offices</u> )	4 parking spaces for each 1,000 square feet of net floor area.
Car wash	3 spaces in approach lane to each wash bay.
Churches	1 parking space for each 31/2 seats, 1 parking space for each 7 feet of linear pew, or 1 space for every 25 square feet of floor space area where temporary seating can be located.
Dance halls and assembly halls without fixed seats	3 spaces for each 100 square feet of floor area used by assembly or dancing.
Daycare center	1 space for each staff member and 1 space for each 5 students.
Disable parking/site accessibility	
A. Disabled parking spaces shall be located on the shortest possible access route of travel to an accessible building entry. In facilities with multiple accessible building entries with adjacent parking, disabled parking spaces shall be dispersed and located near the accessible entries. Wherever practical, the accessible route of travel shall not cross lanes of vehicular traffic. Where crossing traffic lanes is necessary, the route of travel shall be designated and marked as a crosswalk.	
B. When more than 1 building or facility is located on a site, accessible routes of travel shall be provided between buildings and disabled accessible site facilities. The accessible route of travel shall be the most practical direct route between building	

	entries, site facilities and entry of the site.					
	C. Disabled parking spaces shall not be less than 8 feet in width and shall have an access aisle not less than 5 feet in width. Where 2 adjacent spaces are provided, the access aisle may be shared between the 2 spaces. Boundaries of access aisles shall be marked so that the aisles will not be used as parking space.					
	D. Van accessible parking spaces shall have an adjacent access aisle not less than 8 feet in width. 1 in every 8 disabled parking spaces, but in no case less than 1, shall comply with the van parking space requirements.					
	E. Vertical clearance and slope for disabled parking stalls shall meet international building code regulations. Surfaces of parking spaces and access aisles shall be firm, stable, smooth and slip resistant.					
	F. Every disabled parking space shall be identified by a sign at the head of the parking space. The sign shall include the international symbol of accessibility. Such signs shall be 60 inches minimum above the floor or ground surface of the parking space, measured to the bottom of the sign.					
	G. Where provided, passenger drop off and loading zones shall be located on an accessible route of travel. All drop off and loading zone spaces must comply with international building code dimensions, slope and vertical clearance.					
	H. The minimum number of assigned parking spaces for the disabled shall be provided as listed in the following table:					
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	<p>26 – 50 2 51 – 75 3      76 – 100 4      101 – 150 5      151 – 200 6      201 – 300 7      301 – 400 8      401 – 500 9      501 – 1,000 2% of total      More than 1,000 20 plus 1 for each      100 over 1,000</p>	
	Dwellings, multiple-family	2 1/2 spaces for each dwelling unit. 2 parking spaces shall be designated parking stalls for each dwelling unit. The additional 1/2 parking space requirement shall be combined for all units and used for visitor parking. Visitor parking shall be clearly marked.
		At least 1 of the parking spaces required above shall be a designated covered parking stall for each dwelling unit.
	<p>The planning commission may require more off street parking to accommodate parking for recreational vehicles. This additional requirement must be based upon, but not limited to, the following criteria:</p> <ul style="list-style-type: none"> <li>A. Size of development;</li> <li>B. Size of individual units;</li> <li>C. Number of individual units;</li> <li>D. Market value of individual units;</li> <li>E. Occupancy mix of individual units.</li> </ul>	
	Fast food restaurants, taverns, clubs, lodges, fraternal organizations and all other similar dining and/or drinking establishments	1 parking space for each 2 seats or 1 parking space for each 100 square feet of floor area when the number of seats is unknown.
	Funeral homes, mortuaries	1 parking space for each 40 square feet of floor area located in the assembly chapel and viewing room(s).
	Furniture and appliance store or other similar uses which require large display area but generate light traffic demands	1 parking space for each 400 square feet of net floor area.
	General business/retail not specifically described (retail stores, except as otherwise specified)	1 parking space for each 200 square feet of net floor area.
	Hospitals	2 parking spaces for each bed plus parking spaces for all accessory uses as herein defined.
	Hotels, motels, motor hotels, bed and breakfast	1 parking space for each living or sleeping unit, plus parking space for all accessory uses as herein defined.

Libraries		1 parking space for each 250 square feet of net floor area.
Manufacturing/industrial uses, research and testing laboratories, bottling plants		4 parking spaces for each 1,000 square feet of net office space plus 1 parking space for each 750 square feet of net floor area, or 1 space for each person employed on the highest employment shift, whichever is greater.
Medical/dental clinics		1 parking space for each 200 square feet of net floor area.
Nursing, convalescent and other similar type homes		1 parking space for every 5 persons the home is licensed or designed to care for, plus 1 additional space for each car used by the operators in conducting the home, plus 1 space for every 2 employees working on the highest employment shift.
Restaurants		1 space for each 3 seats.
Retirement facility		Off street parking shall be provided at the rate of 0.60 parking stalls per living unit. Common use facility areas will not be used in calculating parking. At least half of the off street parking stalls must be covered.
Room and boarding homes		1 parking space for each tenant.
Schools		1 parking space for each employee, 1 space for each 2 classrooms (elementary schools), 1 space for each 3 students of driving age, and 1 space for each 10 seats for school auditoriums, arenas or stadiums (nonelementary schools).
Shopping centers:		
	Greater than 100,000 square feet but less than 700,000 square feet	As determined by conditional use permit or planned unit development procedure, if applicable, or by the planning commission, but not less than 5 spaces per 1,000 square feet net floor area.
	700,000 square feet or greater	Not less than 4 1/2 spaces per 1,000 square feet net floor area.
Shopping centers, regional		5 parking spaces per 1,000 square feet of net floor area or as determined by the planning commission.
Single-family residential		2 parking spaces for each single-family dwelling unit.
Sports arenas, auditoriums, theaters and other similar places of public assembly		1 parking space for each 4 seats of maximum seating capacity.
Wholesale establishments and warehouses		4 parking spaces for each 1,000 square feet of net office space plus 1 parking space for each 750 square feet of net floor area, or 1 space for each person employed on the highest employment shift, whichever is highest.

All other uses not listed above	As determined by the planning commission based on the nearest comparable use standards.
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## PROPOSED PARKING STANDARDS (CLEAN)

### 17.72.070: PARKING SPACES REQUIRED:

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Use	Required Parking Spaces
Automobile service and repair center	3 exterior parking spaces for each stall, service bay or workstation. All vehicles using this off street parking must comply with state of Utah motor vehicle registration requirements, i.e., current state license plates and a valid safety inspection sticker.
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	Fast food restaurants, taverns, clubs, lodges, fraternal organizations and all other similar dining and/or drinking establishments	1 parking space for each 2 seats or 1 parking space for each 100 square feet of floor area when the number of seats is unknown.
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MURRAY  
CITY COUNCIL

# Discussion Item #5



# Murray City Council

## 2023 UAMPS Conference Reports

### MURRAY

#### Council Action Request

#### Committee of the Whole

Meeting Date: September 12, 2023

<b>Department</b> Director Jennifer Kennedy	<b>Purpose of Proposal</b> Information will be shared about a recent UAMPS power conference.
<b>Phone #</b> 801-264-2622	<b>Action Requested</b> None
<b>Presenters</b> Pam Cotter Rosalba Dominguez Diane Turner Jennifer Kennedy	<b>Attachments</b> None
<b>Required Time for Presentation</b> 10 Minutes	<b>Budget Impact</b> None
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> Council Members who attended a recent UAMPS power conference in Jackson Hole Wyoming will report on the conference.
<b>Mayor's Approval</b>	
<b>Date</b> August 1, 2023	



**MURRAY**  
CITY COUNCIL

# Adjournment