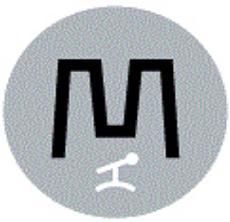




**MURRAY**  
CITY COUNCIL

**Council Meeting  
September 12, 2023**



# Murray City Municipal Council

## City Council Meeting Notice

### September 12, 2023

**PUBLIC NOTICE IS HEREBY GIVEN** that the Murray City Municipal Council will hold a City Council meeting beginning at 6:30 p.m. on Tuesday, September 12, 2023 in the Murray City Council Chambers located at Murray City Hall, 10 East 4800 South, Murray, UT.

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

#### **Meeting Agenda**

**6:30 p.m.**      **Council Meeting** – Council Chambers  
Garry Hrechkosy conducting.

#### **Opening Ceremonies**

Call to Order  
Pledge of Allegiance

#### **Approval of Minutes**

Council Meeting – August 22, 2023

#### **Special Recognition**

1. Introduction of Miss Murray, Dakota King. Mayor Hales presenting.
2. Special Recognition of Garrett Hansen. Jeff Plus and Mayor Hales presenting.
3. Consider a Joint Resolution of the Mayor and the Municipal Council of Murray City, Utah declaring September 11-15, 2023 as Public Power Week. Greg Bellon presenting.

#### **Citizen Comments**

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

#### **Consent Agenda**

Mayor Hales presenting.

1. Consider confirmation of the Mayor's reappointment of Jim Harland as a Hearing Officer for a term from May 2023 to May 2026.
2. Consider confirmation of the Mayor's reappointment of Scott Finlinson as a Hearing Officer for a term from May 2023 to May 2026.
3. Consider confirmation of the Mayor's appointment of Bryce Chatwin to the History Advisory Board for a term from September 2023 to September 2026.
4. Consider confirmation of the Mayor's appointment of Pace Gardner to the Arts Advisory Board for a term from September 2023 to January 2025.
5. Consider confirmation of the Mayor's appointment of Roxanne Cowley to the History Advisory Board for a term from September 2023 to August 2026.

6. Consider confirmation of the Mayor's appointment of Gil Rodriguez to the Personnel Advisory Board for a term from July 2023 to June 2026.
7. Consider confirmation of the Mayor's appointment of Kyle Winther to the Personnel Advisory Board for a term from July 2023 to June 2026

**Public Hearings**

1. Consider a resolution approving the City's application for a grant from the Edward Byrne Justice Assistant Grant (JAG) program. Brian Wright and Kristen Reardon presenting.

**Business Items**

1. Consider a resolution approving the Mayor's appointment of a representative to the Wasatch Front Waste and Recycling District Governing Board. Mayor Hales presenting.
2. Consider 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. G.L. Critchfield presenting.
3. Consider an ordinance amending Sections 3.14.060 and 3.14.070 of the Murray City Municipal Code relating to impact fee adjustments. G.L. Critchfield presenting.

**Mayor's Report and Questions**

**Adjournment**

**NOTICE**

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

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

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

On Friday, September 8, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website [www.murray.utah.gov](http://www.murray.utah.gov), and the state noticing website at <http://pmn.utah.gov>



Jennifer Kennedy  
Council Executive Director  
Murray City Municipal Council



**MURRAY**  
CITY COUNCIL

# Call to Order

# Pledge of Allegiance



MURRAY  
CITY COUNCIL

# Council Meeting Minutes



# MURRAY CITY MUNICIPAL COUNCIL

## MEETING MINUTES

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The Murray City Municipal Council met on **Tuesday, August 22, 2023, at 06:30 PM** for a meeting held in the Murray City Council Chambers, 10 East 4800 South, Murray, Utah.

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

### **Opening Ceremonies**

#### Council in Attendance:

David Rodgers, District #1  
Pamela Cotter, District #2  
Rosalba Dominguez, District #3  
Diane Turner, District #4  
Garry Hrechkosy, District #5  
Jennifer Kennedy, Council Director  
Pattie Johnson, Council Office Administrator III  
Crystal Brown, Officer Administrator

#### Administrative Staff in Attendance:

Brett A. Hales, Mayor  
Doug Hill, Chief Administrative Office  
Tammy Kikuchi, Chief Communication Officer  
G.L. Critchfield, City Attorney  
Brooke Smith, City Recorder (excused)  
Laura Bown, Deputy City Recorder  
Brenda Moore, Finance and Administration Director  
Craig Burnett, Police Chief  
Joey Mittelman, Fire Chief  
Greg Bellon, Interim General Manager of Power  
Russ Kakala, Public Works Director  
Philip Markham, Community and Economic Development Director  
Kim Sorensen, Parks and Recreation Director  
Robyn Colton, Human Resource Director  
Kim Fong, Library Director  
Robert White, IT Service Director  
Ryan Madsen, IT Support Supervisor  
Scott Barrell, GIS Supervisor  
Isaac Zenger, Network Administrator

#### Others in Attendance:

Clark Bullen, Charles Turner, Donnetta Mitchell, Jon Stinson, Janice Strobell, Loran Pasalich, Adam Hock, Ron Liljegren, Sue Liljegren, Dave Carr, Gabi E., Pam Sanders, Krystal Walker, Steve Ellefsen, Shaun Delliskave, DeLynn Barney

### **Opening Ceremonies**

Call to Order – Councilmember Turner called the meeting to order at 6:45 p.m.

The audience was invited to recite the Pledge of Allegiance led by Donnetta Mitchell.

#### **Approval of Minutes**

1. Council Meeting - July 18, 2023
2. Council Meeting - August 1, 2023
3. Special Council Meeting - August 8, 2023

Councilmember Turner opened the meeting by asking for approval of the minutes from three previous council meetings - July 18, August 1, and August 8, 2023. Councilmember Cotter stated that she had already submitted her corrections to Jennifer Kennedy. Councilmember Turner asked if there were any other changes or additions to the minutes. Hearing none, she requested a motion to approve the minutes from the three previous meetings.

#### **MOTION**

Councilmember Cotter moved to approve the minutes. The motion was SECONDED by Councilmember Rodgers.

#### **ROLL CALL**

Ayes: Councilmember Rodgers, Councilmember Cotter, Councilmember Dominguez, Councilmember Turner, Councilmember Hrechkosy

Motion passes 5-0

#### **Special Recognition**

None scheduled.

#### **Citizen Comments**

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

The meeting was open for public comment.

Clark Bullen thanked the council for holding the meetings later in the day, with the first one starting at 5pm. He appreciated this change and felt it was a move in the right direction. Specifically, he thanked the council for starting the meeting at 5pm, though he added that beginning at 5:30pm would be even better.

DeLynn Barney mentioned that while listening to previous meetings, he looked out the window and saw the Fraternal Order of the Eagles (FOE) building. He thought it would be nice to have some kind of picture or something on the wall to break up the gray space and compensate the FOC for using their building. He also noted that the back door of the new building may need to be oiled.

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

#### **Consent Agenda**

None scheduled.

#### **Public Hearings**

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

1. Consider an ordinance adopting the rate of tax levies for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024., Brenda Moore presenting.

Minutes Attachments

## 1. Truth in taxation public hearing.pdf

### PRESENTATION

Brenda Moore shared a PowerPoint with the purpose of the proposed ordinance to Consider an ordinance adopting the rate of tax levies for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024.

Brenda Moore explained that this is the last step in the process for the proposed tax increase. She gave a brief overview of Utah's "Truth in Taxation" law, which prevents property taxes from increasing solely due to rising property values. Brenda outlined how the tax rate is adjusted annually based on property values to provide cities with the same revenue plus new growth. Murray's tax rate dropped in 2022 despite requesting a revenue increase due to rising property values. For 2023, Murray is requesting \$351,000 in new revenue which with unchanged tax levy rates equates to 5% growth. New growth is \$193,000 higher than usual at around \$100,000. Among nearby cities proposing increases, Murray's 3.14% increase ranks 10th lowest. The increase only applies to the city portion of property tax bills. The increase will help fund police, fire, parks maintenance, and the Murray Theater. Moore noted the request is lower than 2018's 45% and 2022's 15% increases. For an average \$521,000 residence, it equates to \$13/year or \$1.12/month. Commercial properties see a \$24/year or \$2/month increase. Amounts vary based on property values.

### DISCUSSION

Councilmember Hrechkosy asked two questions:

1. He wanted to confirm that the tax rate increase only applies to the Murray City portion of the property tax bill, and the other portions like the school district and county are dealt with by those separate entities. Brenda Moore confirmed this is correct.
2. He asked if the library rate is staying the same. Brenda Moore responded that the library levy went down, and they are not asking for a library increase. Brenda Moore confirmed this is correct.

Councilmember Hrechkosy added further details that originally a 5% increase was considered but through collaboration with the mayor they were able to bring it down, largely because the city grew significantly beyond expectations with \$193,000 in new growth. She stated this aligns with citizens' request for more frequent but smaller increases.

Councilmember Cotter thanked Brenda Moore for converting the tax increase to monthly and annual dollar amounts for the average residence (\$1.12/month, \$13/year) and commercial property (\$2/month, \$24/year). She felt that expressing it this way helped citizens better understand the impact instead of just seeing percentage increases.

Councilmember Cotter also thanked Brenda Moore for her hard work and assistance throughout the budget process as Budget Chair and Vice Chair. She expressed appreciation to Moore for helping her and Doug Hill in going through the budget and tax increase approval process.

### CITIZEN COMMENTS

The meeting was open for public comment.

Clark Bullen thanked the finance department, mayor's office, city council, and all city departments and staff for their hard work on the budget. He felt they did a great job, and it was evident how much time and effort went into it. Bullen appreciated that the city is keeping staffing levels up, taking care of employees, and compensating them well to retain quality staff. He noted tax increases disproportionately affect those on fixed incomes without corresponding income rises. He suggested the city and county collaborate to spread awareness of the new senior property tax deferral program. Bullen added that some hiring needs are directly tied to city growth. He hoped the growth's effect on increasing taxes and

citizens is considered.

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

## DISCUSSION

Councilmember Dominguez made a comment appreciating Brenda's explanation of the city's growth and how it impacts taxes and services. She noted that with the state-mandated growth Murray will continue to see, the city will need to look at ways to increase taxes to fund the increased services required to keep citizens safe and maintain Murray's high service levels. Dominguez stated that as growth continues, changes to city staffing will also continue to be needed, likely involving increasing staff to handle the growth. She concluded by saying the council, city, and citizens are all involved in determining what the future looks like.

Councilmember Hrechkosy noted he has been knocking on doors and is glad Clark brought up the senior citizen piece. He mentioned in another city an opponent was advocating for a zero tax increase. Hrechkosy wants Murray citizens to understand that the tax increase is to retain the best administration, police, firefighters, and city staff. He said other cities that don't increase taxes will lose employees who are underpaid, and Murray will gladly take those employees because Murray ensures its employees are paid market rate and want to stay in the best city in the valley.

Councilmember Hrechkosy thanked the mayor, his team, and especially Brenda Moore, for her excellent work.

Councilmember Rogers wanted to give a quick shout out of thanks to Brenda Moore as well. He noted that while he was following along with the budget process, actually being involved in it was very different. Rogers thanked Moore for helping bring him up to speed and gain an understanding of everything that was happening throughout the process. He expressed appreciation to Brenda for helping him come up to speed on the details and intricacies of the budget and tax increase approval process.

## MOTION

Councilmember Hrechkosy moved to adopt the ordinance adopting the rate of tax levies for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024. The motion was SECONDED by Councilmember Cotter.

## ROLL CALL

Ayes: Councilmember Rodgers, Councilmember Cotter, Councilmember Dominguez, Councilmember Turner, Councilmember Hrechkosy

Motion passes 5-0

2. Consider an ordinance adopting the final 2023-2024 Fiscal Year Budgets for Murray City including the Library Fund Budget., Brenda Moore presenting.

## PRESENTATION

Councilmember Turner invited Brenda Moore back to the podium to present Public Hearing regarding adopting the final 2023-2024 fiscal year budgets including the library fund budget. Brenda Moore indicated she could go through the full budget process again but figured that was not necessary. She noted she made one adjustment to the library budget since the tentative budget was passed, but otherwise the overall budget remained the same as presented during the tentative budget approval. She highlighted the budget funds many capital projects like the theater, armory, fire trucks, police cars, roads, and new employees. With no further questions from the council, Councilmember Turner opened the public hearing for citizen comments on the final budget adoption.

## **CITIZEN COMMENTS**

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

## **MOTION**

Councilmember Rodgers moved to adopt the ordinance adopting the final 2023-2024 Fiscal Year Budgets for Murray City including the Library Fund Budget. The motion was SECONDED by Councilmember Dominguez.

## **ROLL CALL**

Ayes: Councilmember Rodgers, Councilmember Cotter, Councilmember Dominguez, Councilmember Turner, Councilmember Hreckhosy

Motion passes 5-0

## **Business Items**

None scheduled.

## **Mayor's Report and Questions**

Mayor Hales shared they were planning to purchase an electric Ford Lightning truck, but unfortunately the dealer sold it out from under them at the last minute. Chief Mittleman said they are looking for another one, potentially a Lariat model, but he would prefer not to pay more than was necessary. Mittleman noted they had found a good deal on the original truck which was below normal price since the dealer had excess inventory however, he will continue looking and can move quicker on purchasing now that the Council has approved the funds.

Mayor Hales then gave an update that the new building, and they are working on finishing touches like fixing squeaks and adding items for the Council office that were requested. He thanked all the employees who are working hard to fix and add things to make sure the new building is fully functional.

## **QUESTIONS**

Councilmember Cotter asked when the council would be giving their reports about the recent trip to Jackson Hole.

Councilmember Hreckhosy responded that the Jackson Hole trip reports would be scheduled for the September 12 Committee of the Whole meeting.

## **Adjournment**

The meeting was adjourned at 7:11 p.m.

# Truth in Taxation Public Hearing

August 22, 2023

# What is Truth in Taxation

- ▶ Truth in Taxation is the common term used for Utah's property tax system
- ▶ The statute was passed in 1985
- ▶ It is designed to prevent property taxes from increasing just because property values are increasing.
- ▶ Cities are guaranteed the same property tax revenue plus new growth each year
- ▶ The mill levy adjusts down as property values increase
- ▶ There is a process outlined if a City want to increase the revenue it receives.

# How your property tax rate is calculated

	Calendar 2021	Calendar 2022	Calendar 2023
Taxable Property Value	\$ 5,861,914,637	\$ 7,207,277,338	\$ 7,566,201,877
Prior Years Revenue	9,298,286	9,425,959	10,905,878
Properties Added (Growth)	127,673	66,025	193,740
Requested Revenue Increase	-	1,413,894	351,554
Property Tax Revenue	\$ 9,425,959	\$ 10,905,878	\$ 11,451,172
Tax rate	0.001608	0.001513	0.001513

# Salt Lake County FY2023 Property Tax Rates

Order	City	City	Fire	Police	Total
1	Uninc./Townships	0.000048	0.001322	0.001984	0.003354
2	SLC	0.003158	0	0	0.003158
3	Herriman	0.000194	0.001320	0.001320	0.002834
4	West Valley	0.002800	0	0	0.002800
5	Millcreek	0.001453	0.001322	0	0.002775
6	South Salt Lake	0.002565	0	0	0.002565
7	Riverton	0	0.001267	0.001177	0.002444
8	Midvale	0.000870	0.001322	0	0.002192
9	Taylorsville	0.000741	0.001322	0	0.002063
10	Murray	0.001513	0	0	0.001513
11	West Jordan	0.001476	0	0	0.001476
12	Cottonwood Heights	0.001442	0	0	0.001442
13	South Jordan	0.001440	0	0	0.001440
14	Holladay	0.001330	0	0	0.001330
15	Bluffdale	0.001161	0	0	0.001161
16	Sandy	0.000942	0	0	0.000942
17	Draper	0.000927	0	0	0.000927

# Entities Proposing Tax Increases

Entity	old tax	new tax	\$ change	% change
Town of Alta	661.48	1,086.49	425.01	64.25%
Bluffdale	372.54	471.78	99.24	26.64%
Herriman City Safety	426.24	490.27	64.03	15.02%
Sandy City	317.77	365.09	47.32	14.89%
Jordan Valley Water	95.75	104.65	8.90	9.30%
Granite School	1,431.91	1,505.72	73.81	5.15%
West Jordan City	372.56	391.27	18.71	5.02%
Central Utah Water Conservancy	119.62	123.64	4.02	3.36%
Midvale City	207.90	214.88	6.98	3.36%
Murray City	420.37	433.55	13.18	3.14%
Salt Lake City School dist	1,220.63	1,238.69	18.06	1.48%
Jordan School	1,650.76	1,675.08	24.32	1.47%
Salt Lake City	808.16	819.88	11.72	1.45%
Salt Lake City Library	183.74	185.96	2.22	1.21%
West Valley City	595.06	597.66	2.60	0.44%

# Salt Lake County FY2024 Proposed Property Tax Rates

Order	City	City	Fire	Police	Total
1	Uninc./Townships	0.000057	0.001347	0.002149	0.003553
3	Herriman	0.000194	0.001318	0.001516	0.003028
2	Salt Lake City	0.003012	0	0	0.003012
5	Millcreek	0.001431	0.001347	0	0.002778
4	West Valley	0.002758	0	0	0.002758
7	Riverton	0	0.001255	0.001164	0.002419
6	South Salt Lake	0.002381	0	0	0.002381
8	Midvale	0.000892	0.001347	0	0.002239
9	Taylorsville	0.000731	0.001347	0	0.002078
10	Murray	0.001513	0	0	0.001513
11	West Jordan	0.001499	0	0	0.001499
12	Cottonwood Heights	0.001442	0	0	0.001442
13	South Jordan	0.001425	0	0	0.001425
14	Holladay	0.001322	0	0	0.001322
15	Bluffdale	0.000976	0.00026	0	0.001236
16	Sandy	0.001057	0	0	0.001057
17	Draper	0.000896	0	0	0.000896

# Where your property tax goes



Within Murray School District

# Where your property tax goes



Granite School District

# A Property tax increase is needed because?

- ▶ When property values increase the tax rate is adjusted down UNLESS the City requests a property tax increase. The City is guaranteed the same amount of Property tax dollars + new growth every year.
- ▶ The increased revenue will cover the cost of adding 2 new police officers, a paramedic/firefighter, the maintenance on 2 new parks and a portion of the cost of operating the Murray Theater.
- ▶ In 2018 (the last property tax increase of 45%) the city was asked to do more frequent and smaller increases. A 15% increase was approved in 2022. This request is 3.22%

# How Much is the increase?

- ▶ The new revenue is a 3.22% increase for the City tax or \$351,554. No increase was requested for the Library Tax.
- ▶ For the average city residence assessed at \$521,000 the tax increase will be \$13.45 per year or \$1.12 per month
- ▶ For a commercial property valued at \$521,000 the tax increase will be \$24.46 per year or \$2.03 per month
- ▶ The amount of increase you may experience will vary based on how your property value increased in comparison with other areas or property types within the City.

# Questions?



**MURRAY**  
CITY COUNCIL

# Special Recognition



**MURRAY**  
CITY COUNCIL

# Special Recognition #1



**MURRAY**

# Mayor's Office

Introduction of Miss Murray,  
Dakota King

## Council Action Request

**Council Meeting**

Meeting Date: September 12, 2023

<b>Department Director</b> Mayor Hales	<b>Purpose of Proposal</b> Introduction of Miss Murray.
<b>Phone #</b> 801-264-2600	<b>Action Requested</b> None.
<b>Presenters</b> Mayor Hales	<b>Attachments</b> None.
<b>Required Time for Presentation</b>	<b>Budget Impact</b> None.
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> Dakota King will serve as Miss Murray from now until spring of 2024.
<b>Mayor's Approval</b>	
<b>Date</b> August 29, 2023	



**MURRAY**  
CITY COUNCIL

# Special Recognition #2



**MURRAY**

## **Council Action Request**

# **Murray City Fire Department**

## **Amazon Employee Recognition of early fire notification**

### **Council Meeting**

Meeting Date: September 12, 2023

<b>Department Director</b> Joseph Mittelman	<b>Purpose of Proposal</b>  Recognize Garrett Hansen the amazon employee for early notification and extra efforts to hear the home smoke alarm.
<b>Phone #</b> 801-264-2775	<b>Action Requested</b>  Citizen Recognition Certificate
<b>Presenters</b>  Fire Marshal Jeff Puls, Mayor Hales	<b>Attachments</b>  TBA: We'll have the recorders office work on the certificate.
<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>  While delivering a package to 5973 South Sultan Circle in Murray, Utah Garrett heard dogs barking and the owners smoke alarm sounding. Garrett had the awareness and customer service to continue to follow up with his concerns. He attempted to notify the owner and bang on the door. No contact was made and Garrett notified 911 ASAP. His actions and awareness reduced the damage to the home and also saved the pets lives. Garrett is a great example going the extra mile and helping a customer. We would like to thank him publicly and deliver a special recognition coin during the council meeting on September 12th.
<b>Mayor's Approval</b>  	
<b>Date</b>  January 31, 2018	

Garrett Hansen driver called 9-1-1

Fire at Sultan Circle

A delivery turned into a bit of good fortune for one Murray family. Garrett Hansen was on his rounds of deliveries for Lucky Day Logistics on Monday. As he approached a home on Sultan Circle, he heard dogs inside the house barking wildly. When he opened the gate to the home, he heard fire alarms, smelled smoke and realized something bad was happening.

He banged on the door, and no one answered. He tried to open the door, but it was locked so he called 9-1-1. "I was worried about the dogs and wanted to get them to safety," said Garrett, who has never received emergency training or training from the company on how to handle situations like these. He just acted out of instinct.

The fire crews arrived quickly and got into the house to rescue the two dogs and three cats and knocked down the fire.

"If Garrett had not been at the house at that moment and made the 9-1-1 call, this might not have had a happy ending for the pets," says Murray City Fire Marshall Jeff Puls, who took the statement about the event from the delivery man.

The initial investigation found that a dog was in the kitchen and turned the stove dial. There was a skillet on the stove and other combustible items on a nearby countertop that caught fire. So although there was damage to the home, the quick action by the delivery man helped save the home.



**MURRAY**  
CITY COUNCIL

# Special Recognition #3



**MURRAY**

# Power Department

## Public Power Resolution

### Council Action Request

#### Council Meeting

Meeting Date: September 12, 2023

<b>Department Director</b> Greg Bellon	<b>Purpose of Proposal</b> Public Power Week Resolution
<b>Phone #</b> 801-264-2705	<b>Action Requested</b> Support of Public Power Week
<b>Presenters</b> Greg Bellon	<b>Attachments</b> Joint Resolution Worksheet
<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>
<b>Mayor's Approval</b>  <b>Date</b> August 29, 2023	

**Joint Resolution No. \_\_\_\_\_**

**JOINT RESOLUTION OF THE MAYOR AND  
MUNICIPAL COUNCIL OF MURRAY CITY, UTAH**  
DECLARING  
SEPTEMBER 11<sup>th</sup>-15<sup>th</sup>, 2023  
PUBLIC POWER WEEK

**WHEREAS**, Murray's citizens in 1913 voted and approved the formation of the community's own municipal electric utility; and

**WHEREAS**, the citizens of Murray City have owned and operated an independent electric utility, Murray City Power, for 110 years, providing our community with safe, reliable, and reasonably priced electricity; and

**WHEREAS**, Murray City Power is one of over 2,000 consumer-owned electric utilities that comprise the American Public Power Association (APPA), an organization that annually promotes "Public Power Week";

**NOW, THEREFORE, WE**, the Mayor, and Murray City Municipal Council, do hereby declare

September 11<sup>th</sup>-15th  
**PUBLIC POWER WEEK**

**BE IT THEREFORE RESOLVED** that we hereby encourage the citizens of Murray City to participate in the Public Power Celebration event on Thursday, the 14<sup>th</sup> day of September, to honor 110 successful years of public power in Murray; and

**BE IT FURTHER RESOLVED** that our community acknowledges that the success of Murray City Power has been achieved through the combined and cooperative efforts of our employees, citizens, fellow city department, elected officials, and industry partners, including the Utah Associated Municipal Power Systems (UAMPS), the Intermountain Power Agency (IPA), and the American Public Power Association (APPA).

**PASSED, APPROVED, AND ADOPTED** by the Mayor and the Murray City Municipal Council the 12th day of September 2023.

Murray City Corporation

Murray City Municipal Council

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Brett A. Hales, Mayor

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Garry Hrechkosy, Chair, District 5

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Rosalba Dominguez, Vice Chair District 3

---

David Rodger, District 1

Attest:

---

Brooke Smith, City Recorder

---

Pam Cotter, District 2

---

Diane Turner, District 4



**MURRAY**  
CITY COUNCIL

# Citizen Comments

Limited to three minutes, unless otherwise approved by Council



**MURRAY**  
CITY COUNCIL

# Consent Agenda



**MURRAY**

# **Mayor's Office**

## **Re-appointment - Jim Harland as a hearing officer.**

### **Council Action Request**

#### **Council Meeting**

Meeting Date: September 12, 2023

<b>Department Director</b> Phil Markham	<b>Purpose of Proposal</b> Re-appointment of board member.
<b>Phone #</b> 801-264-2427	<b>Action Requested</b> Consider confirmation of the Mayor's re-appointment of Jim Harland as a hearing officer.
<b>Presenters</b> Mayor Hales	<b>Attachments</b> Resume
	<b>Budget Impact</b> None
<b>Required Time for Presentation</b>	<b>Description of this Item</b> Jim Harland will be re-appointed as a hearing officer from May 6 2023 - May 6, 2026.
<b>Is This Time Sensitive</b> Yes	
<b>Mayor's Approval</b> 	
<b>Date</b> August 29, 2023	

# James R. Harland

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Murray, UT

## Objective

- To provide community outreach and continued public service in support of our community through serving as a Hearing Officer for Murray City.

## Education:

### BACHELOR OF SCIENCE (BS) | UNIVERISTY OF MISSOURI

- Major: Forest Management

## STATE OF UTAH

- Certified Public Manager

## Military Experience:

- United States Air Force (USAF) | 4 years | Staff Sergeant | Vietnam Veteran

## Work Experience:

Bureau of Land Management (BLM) | Forest Technician – Temporary position – 6 mos.

- Conducted and participated in environmental and multiple use surveys and studies in northwestern Colorado.

City of Kettering (Ohio) Parks & Recreation | Park Attendant/Crew Leader – 2 years

- Performed park maintenance/development duties; supervised tree removal crew.

Montgomery County (Ohio) | Parks and Recreation Department | Park Superintendent – 5 years

- Supervised maintenance and development operations for 9 county parks and grounds areas.

City of Yuma (Arizona) | Special Services Department | Park Superintendent – 10 years

- Supervised maintenance and development operations for 10 parks, 2 golf courses and 4 athletic field complexes.

- Utah State Parks-Department of Natural Resources | Regional Park Manager – 20 years  
Served as the Regional Manager for 8 parks in the Northeast Region. Duties included: Planning and development of parks and various recreation areas, supervising park manager, including law enforcement rangers. Responsible areas included campgrounds, day-use areas, boating facilities, golf courses and heritage sites and a museum. Also served as golf program coordinator for the State Parks Division.

## **Murray City Volunteer (Boards/Commissions) Experience:**

- Parks and Recreation Advisory Board | Chair | Served 3 terms | 1/95-1/04
- Planning Commission | Vice Chair/Chair | Served 3 terms | 1/18/05-1/15/14
- Hearing Officer | Serving 3<sup>rd</sup> Term | 5/6/14-present

## **Memberships & Affiliations:**

### **Former:**

- Arizona Parks & Recreation Association
- Utah Recreation and Parks Association
- Golf Course Superintendents Association of America
- National Association of Recreation Resource Planners | Served as President
- Yuma Kiwanis Club | Served as President
- Capitol Hill Kiwanis Club (Salt Lake City) | Served as President

### **Current:**

- Utah Golf Association| Past President
  - General Chair for the 2012 Amateur Public Links Championship (USGA National Championship)
- Utah Golf Foundation | Board Member
  - Committee member for Veterans on Course which provides golf programs to veterans

## **Hobbies:**

- Volunteer Activities
- Golf
- Gardening
- Travel
- Amateur Organist | Organ enthusiast

## **Community Background & Service:**

Our family moved from Yuma, Arizona to Murray in December 1990, in support of my wife Donna's career with the University of Utah Hospital as Director of Nursing. Upon arriving in Murray, we quickly felt a sense of community that we had not previously experienced. Our daughters attended Hillcrest Jr. High School and Murray High School. With the addition of a grandson, I have volunteered with Canyon School District as a classroom assistant (reading and arts programs). Murray has granted our family with educational and community service opportunities that has led to a belief and practice of community outreach. This includes my wife's career as Chief Nursing Officer for Intermountain Health Care, supporting the healthcare industry; and my daughters choosing careers in healthcare and law enforcement to continue the tradition of public service.

In addition to my service on City commissions, my retirement from Utah State Parks has provided the opportunity to volunteer my time and service to statewide golf programs to enhance industry and tourism. I was also instrumental in helping form and organize the *Veterans On Course* program for the Utah Golf Foundation. My involvement with the Parks & Recreation Advisory Board, Planning Commission, and Hearing Officer position has not only provided me opportunity to serve Murray City and the citizens directly, it has also provided both insight and knowledge of Murray City operations



**MURRAY**

# **Mayor's Office**

## **Re-appointment - Scott Finlinson as a hearing officer.**

### **Council Action Request**

#### **Council Meeting**

Meeting Date: September 12, 2023

<b>Department Director</b> Phil Markham	<b>Purpose of Proposal</b> Re-appointment of board member.
<b>Phone #</b> 801-264-2427	<b>Action Requested</b> Consider confirmation of the Mayor's re-appointment of Scott Finlinson as a hearing officer.
<b>Presenters</b> Mayor Hales	<b>Attachments</b> Resume
	<b>Budget Impact</b> None
<b>Required Time for Presentation</b>	<b>Description of this Item</b> Scott Finlinson will be re-appointed as a hearing officer from May 2023 - May 2026.
<b>Is This Time Sensitive</b> Yes	
<b>Mayor's Approval</b> 	
<b>Date</b> August 29, 2023	

## SCOTT B. FINLINSON

### EXPERIENCE

#### **GENERAL COUNSEL, ONSET FINANCIAL, INC.**

January 2014 to Present

Responsible for all legal and corporate matters for nationwide equipment leasing company.

#### **SHAREHOLDER, RAY QUINNEY & NEBEKER P.C.**

April 2001 to January 2014

Business/transactional lawyer focusing on mergers and acquisitions, business formations and corporate finance and securities matters. Practice also included real estate buy-sell transactions, title disputes and mechanic's liens. Represented automobile dealers, real estate developers, equipment leasing companies, investors and local and regional corporations.

#### **ASSOCIATE, CALLISTER, NEBEKER & MCCULLOUGH**

January 1998 to April 2001

Business/transactional lawyer.

#### **LEGAL INTERN, UTAH ATTORNEY GENERAL'S OFFICE, TAX AND REVENUE DIVISION**

December 1996 to December 1997

Conducted legal research and assisted on tax cases.

#### **POLICY ANALYST, UTAH STATE TAX COMMISSION, ECONOMIC AND STATISTICAL UNIT**

March 1994 to August 1995 and June 1996 to December 1996

Reviewed tax cases and conducted economic research, assisted with policy decisions.

### EDUCATION

#### **UNIVERSITY OF UTAH COLLEGE OF LAW, J.D., 1998**

Senior Staff Editor, UTAH LAW REVIEW. CALI Award for Excellence – Business Associations.

#### **UNIVERSITY OF UTAH, B.S., ECONOMICS, 1995**

Graduated *cum laude*. Member of ASUU Student Senate.

#### **MURRAY HIGH SCHOOL, GRADUATE, 1988**

Senior Class President

### LEADERSHIP

#### **Chair, Business Law Section, Utah State Bar, 2005**

Business Law Section, Utah State Bar, 2002 to Present

Member, Executive Committee, Young Lawyers Division of Utah State Bar, 1998 to 2001

### PERSONAL

Married to Carrie Carlton Finlinson, four daughters: Lauren, Elise, Sarah and Anna.



**MURRAY**

# **Mayor's Office**

## **Appointment of Bryce Chatwin to the History Advisory Board.**

### **Council Action Request**

#### **Council Meeting**

**Meeting Date:** September 12, 2023

<b>Department Director</b> Kim Sorensen	<b>Purpose of Proposal</b> Appointment of board member
<b>Phone #</b> 8012642619	<b>Action Requested</b> Consider confirmation of the Mayor's appointment of Bryce Chatwin to the History Advisory Board.
<b>Presenters</b> First Last	<b>Attachments</b> Resume
<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> Bryce Chatwin will be appointed to the History Advisory Board. He will serve from now September 2023 - September 2026. Bryce will replace Wendy Parsons Baker who has fulfilled her second term.
<b>Mayor's Approval</b>	
<b>Date</b> August 31, 2023	

# Bryce Chatwin

Murray, Utah,  
84123 USA

## Work Experience :

### **Office Space Gallery, Salt Lake City, Utah (Operations Suspended)**

January 2020 - December 2022  
Co-curator, Press Release Writer, and Archivist.

### **University of Utah**

2019  
Seasonal Cashier for Special Events

### **Murray City Parks and Recreation**

2017  
Soccer Referee, 3rd and 4th grade.

## Professional Experience/Projects:

### **Curated Exhibitions:**

2022

**Art Fair 14C, Desert Thresholds**, Booth C18 Office Space Gallery. Jersey City Armory, 678 Montgomery Street, Jersey City, NJ 07306. November 10th - 13th, 2022.

Clare Kambhu, *Seating Arrangement*, Solo show at Office Space Gallery, April 15th - May 29th, 2022. 350 East 400 South, Salt Lake City, Utah, 84111.

Becca Van K. , *Please Touch with Gentle Hands and Open Hearts*, Solo Show at Office Space Gallery, February 4th - March 31st, 2022. 350 East 400 South, Salt Lake City, Utah 84111.

2021

**Art Fair 14C, Feminist Archive and Practice**, Booth D6 with Office Space Gallery. Glass Gallery, Mana Contemporary Arts, 10 Senate Place, Jersey City, New Jersey 07306. November 11th - 14th, 2021.

Catalog: [Office Space 2021 Art Fair 14C Inventory plus Essays](#)

Marisa Bernotti, *La Oficina (The Office) Part 1*, Solo Show at Office Space Gallery, August 1st - December 31st, 169 S. Main Street, Salt Lake City, 84111.

Office Space Collective, *Identity and Duplicity*, Group Collective Show at Office Space Gallery, July 1st - October 31st, 2021, 169 S. Main Street, Salt Lake City, Utah, 84111.

Chunbum Park, *Doors and Windows*, Solo Show at Office Space Gallery, April 2nd - October 2nd, 169 S. Main Street, Salt Lake City, 84111.

**PUBLICATIONS:**

Catalog Essay for Art Fair 14C: *Desert Thresholds*

Office Space Gallery, Art Fair 14C Booth C18. Jersey City Armory, 678 Montgomery Street, Jersey City, NJ 07306. November 10th - 13th, 2022.

Press Release: *Theater in the Round*

Julia Medyńska, Solo Show at Office Space Gallery, 350 East 400 South, Salt Lake City, Utah 84111. September 17th - November 5th.

Press Release: *Seating Arrangement*

Clare Kambhu, Solo show at Office Space Gallery, 350 East 400 South, Salt Lake City, Utah 84111. June 10th - August 27th.

Press Release: *Please Touch with Gentle Hands and Open Hearts*

Becca Van K., Solo show at Office Space Gallery, 350 East 400 South, Salt Lake City, Utah 84111. February 9th - May 29th.

Catalog Essay for Art Fair 14C: *Female Praxis: Techniques of Art Making by Contemporary Women Artists*

Office Space Gallery, *Feminist Archive and Practice*, Art Fair 14C, November 11th - 14th, 2021. 10 Senate Place, Jersey City, New Jersey 07360.

[https://docs.google.com/document/d/130v3jsIAKmw0EwlpC\\_ZxgIyZmSV8cBo13bGwtypAtS4/edit?usp=sharing](https://docs.google.com/document/d/130v3jsIAKmw0EwlpC_ZxgIyZmSV8cBo13bGwtypAtS4/edit?usp=sharing)

Press Release: *La Oficina*

Marisa Bernotti, *La Oficina (The Office) Part 1*, Solo Show at Office Space Gallery, August 1st - December 31st, 169 S. Main Street, Salt Lake City, 84111.

Press Release: *Identity and Duplicity*

Office Space Collective, *Identity and Duplicity*, Group Collective Show at Office Space Gallery, July 1st - October 31st, 2021, 169 S. Main Street, Salt Lake City, Utah, 84111.

Press Release Contribution: *Panopticon Punks*

Barstool BYU and Office Space Collective, *Panopticon Punks*, May 1st - June 30th, Virtual Exhibition.

Press Release: *Doors and Windows*

Chunbum Park, *Doors and Windows*, Solo Show at Office Space Gallery, April 2nd - October 2nd, 169 S. Main Street, Salt Lake City, 84111.

**EDUCATION:**

**BA University of Utah**, History of Art, *May 2022*

Major GPA: 3.7/4.0, Overall GPA: 3.6/4.0

**BS University of Utah**, Anthropology, *May 2022*

Major GPA: 3.92/4.0, Overall GPA: 3.6/4.0

**Certificates and Awards:**

**Internship of the Year Award:** University of Utah Certificate of Achievement, April 2022.

**Foundations of Interpretation Certificate:** Indiana University Certificate of Completion. March, 2022.

**Associations:**

**Member of the Art History Student Association**, 2020-2022

Student run group whose mission is to encourage students on campus to engage more with the arts. We invite guest speakers and artists for the expansion of the arts across the entire university campus.

**Member of the Photo Club, 2021 - 2022**

The photo club is an organization that shares their passion for photography by getting together to have meetings and talk about photographic strategies. We invite guest lecturers and are advised by a professor in the Art and Art History department.

**Curator on Artfare, 2021 - Present**

Artfare is an online platform for artists, curators, and galleries to upload digital exhibitions or collections of art works which can be sold directly on the platform

to collectors. The platform also allows for collaboration between artfare members and also provides workshops and other relevant opportunities for the artists, curators, and galleries that are a part of their community.

**SKILLS:**

Installation work and art handling experience when setting up shows at the gallery.

Leadership in organizing Exhibitions that require communication with many different people, from co-workers at the gallery, to artists, and the public.

Experience writing professional press releases that are academic and detailed, while still being accessible to the public audience. These employed a bit of visual analysis, artist techniques, and contextual links of current issues and historical context.

I also have an understanding of contractual agreements with artists and other parties such as buyers of fine art, organizations that run art fairs, and other galleries that hold pop up shows/open calls, etc. I also have knowledge of the application processes for show proposals at museums and with organizations like the New Art Dealers Alliance (NADA) and other smaller groups such as artfare (an art community and online store platform for artists, curators, and galleries).

**SERVICE:**

**Volunteer:** at The Road Home, Salt Lake City, Utah. Collected donations and delivered them w/ the Boys and Girls Club.

**Volunteer:** at The Utah Food Bank, Salt Lake City, Utah. Delivered food to those in need every year on Martin Luther King Jr. Day.

**Volunteer/Community Service:** Cleaning up trash on the Jordan River Parkway, Murray, Utah, w/ the Boy Scouts of America.

**Volunteer:** Helped Murray City to put sandbags in Murray Park, to keep the river from flooding the park and nearby businesses and homes, w/ the Boys and Girls Club.

**LANGUAGES:**

**French:** Intermediate Listener, Beginning Speaker, Advanced Reading and Writing.

**German:** Beginner Listener, Novice Speaker, Beginning Reading and Writing.



**MURRAY**

# **Mayor's Office**

## **Appointment of Pace Gardner to the Arts Advisory Board.**

### **Council Action Request**

#### **Council Meeting**

Meeting Date: September 12, 2023

<b>Department</b> Director Kim Sorensen	<b>Purpose of Proposal</b> Appointment of board member
<b>Phone #</b> 8012642619	<b>Action Requested</b> Consider confirmation of the Mayor's appointment of Pace Gardner to the Arts Advisory Board.
<b>Presenters</b> Mayor Hales	<b>Attachments</b> Resume
<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> Pace Gardner will be appointed to the arts advisory board. His term will begin in September 2023 and end in January 2025. Pace is taking the position vacated by Kev Nemelka who resigned.
<b>Mayor's Approval</b>	
<b>Date</b> August 31, 2023	

# PACE GARDNER

Murray, UT 84107

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## CERTIFICATIONS

**Secondary Education (6-12) English Endorsement** MAY 19

**Level 2**

The Utah State Board of Education

License valid May 2019-June 2024

**Educational Technology Certificate** SEPT. 17

**Level 1**

Canyons School District in partnership with

the Utah State Board of Education

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## EDUCATION

**Master of Fine Arts, Creative Writing** MAY 11

Chapman University, Orange, CA

Department of English

Emphasis: Short Fiction

Thesis: *Ten Paces*

Committee: James Blaylock, M.A, (Committee Chair); Mark Axelrod, Ph.D.

My thesis, *Ten Paces*, is a collection of ten works of short fiction. While several of the pieces would appear to be influenced by the minimalist movement, the true scope of the collection is meant to be far more diverse and much less formulaic. The stories run the gamut from strict realism to post modern deconstructionism. The stories are also arranged chronically in order of completion, from the work that accompanied my admission application to the Chapman University Writing Program to the final piece of writing I completed during my graduate studies. The rationale behind this decision was intended in a meta-fictional context; the synchronic effect of each piece (study of an event at a given time) is heightened by the diachronic survey of the work's arrangement (study of an event over time). My thesis is ten, chronologically arranged stories tracking my development as a fiction writer during an extremely formative stage of thought and work.

**Master of Arts, English**

MAY 11

Chapman University, Orange, CA

Department of English

Areas of emphasis within coursework: Literary Theory and Critical Practice 1920-Present, Twentieth Century Modernism, Teaching Composition, African American Transitional Studies, Problems in Literary Analysis, Film/Literary Studies, Asian American Diaspora.

**Bachelor of Arts, English**

MAY 06

University of Utah, Salt Lake City, UT

Department of English

Areas of emphasis within coursework: Comparative Literature, Creative Writing Theory and Practice, African American Literary Analysis, Twentieth Century American Post Modernism.

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**EXPERIENCE****Language Arts Instructor**

AUG 17-PRESENT

English Department

Brighton High School

Cottonwood Heights, UT

A member of the Canyons School District, Brighton High School is a 5A classification public school serving grades 9-12. Tailored curriculum to follow vertically aligned language arts courses. Advanced through the Canyons Teacher Effectiveness Support System (CTESS) certification process; participated with English 9, English 12, and Concurrent Enrollment Professional Learning Communities (PLCs); participated on Response to Intervention (RTI) teams to identify struggling students and use Multi-Tiered System of Supports (MTSS) to help tailor instruction to their particular needs.

Appointed 12<sup>th</sup> grade PLC team lead 2019-2020; became National Honor Society head advisor 2020-2021; joined Brighton School and Community Council (SCC) 2021-2022; named co-editor of *Runes*, Brighton High's literary magazine 2019-2020, and produced first online edition of *Runes* 2020-2021. Since 2018-2019, have served as Canyons School District Living Leader representative at Brighton: disseminated health updates from the district and organized healthy living activities for faculty and staff. Received grants for wellness programs each year as a Living Leader. Have functioned as a mentor teacher for student teachers from Utah State University, Iowa State University, Westminster College, and West Governor's University.

*Courses presented:*

2022-2023: Concurrent Enrollment 1010/2010, English 12a/b

2021-2022: Concurrent Enrollment 1010/2020, English 12a/b, Creative Writing I/II

2020-2021: Concurrent Enrollment 1010/2010, English 12a/b, Creative Writing II, English 9a

2019-2020: Concurrent Enrollment 1010/2010, Creative Writing II

2018-2019: Concurrent Enrollment 1010/2010, English 9a/b, English 9a/b Honors

2017-2018: Concurrent Enrollment 1010, English 9a/b, English 9a/b Honors

**Language Arts Instructor**

AUG 14-AUG 17

English Department

Summit Academy High School

Bluffdale, UT

Summit Academy is a public charter high school with a dedicated college preparatory focus offering instruction for roughly 500 students in grades 9-12. As such, closely followed institutional guidelines for vertical alignment of curriculum to present a slate of language arts classes with a clear focus on college-level rigor. Drawing on knowledge of required skills for success at the college level, presented appropriate strategies for both skills acquisition (parts of speech and grammar) and writing proficiency (research methods, argument focus, writing across curriculum, etc.).

Became Advanced Placement (AP) certified for the Language & Composition exam for 2015-2016 school year. Students obtained a 77% pass rate (national average pass rate is 60%). Also became Concurrent Enrollment (CE) certified for ENGL 1010 through Salt Lake Community College for 2015-2016 school year. Renewed original CE endorsement for 2016-2017 school year as well as became certified to teach Concurrent Enrollment ENGL 2010 for 2016-2017 school year. Courses focused on awareness of rhetorical contexts, integrating multiple literacies, and civic awareness/engagement.

Founded, compiled, and produced Summit Academy's only dedicated artistic publication, *APEX*. *APEX* is a compendium of short fiction, poetry, and visual works created by SAHS students, and the publication has featured multiple pieces of award-winning fiction. As the only formal creative outlet for writers and artists at Summit Academy, *APEX* became a space to recognize often-underrepresented students and showcase their unique voices, talents, and works.

*Courses presented:*

2016-2017: Study Skills, English 10, English 12 Fundamental, English 12, Concurrent Enrollment 1010 & 2010, Advanced Placement Language & Rhetoric

2015-2016: English 10 Fundamental, English 10, English 10 Honors, English 12 Fundamental, English 12, Concurrent Enrollment English 1010, Advanced Placement Language & Rhetoric, Creative Writing

2014-2015: English 9, English 10 Fundamental, English 10, English 10 Honors, English 11, Creative Writing

**Faculty Lecturer**

AUG 12-JUNE 14

Department of Basic Composition &amp; ESL

Utah Valley University

Orem, UT

Lead students through five-credit writing class focused on improving numerous aspects of student writing performance. The class maintained an emphasis on a social constructivist approach to writing, including a heavy emphasis on an awareness of understanding and adapting to the rhetorical situation. The class incorporated a weekly computer lab session, which was used to help to reinforce elements of multimodal learning. In addition to teaching

face-to-face sections, participated in a pilot hybrid class program; during this pilot program, online course content was augmented with twice weekly class meetings. Assisted in the progress of the hybrid classes, including helping to facilitate development of course content. In both face-to-face and hybrid sections, course curriculum was varied; genre-based and project-based approaches were presented.

Also, developed a first-year experience course titled “You + UVU,” highlighting student place, position and relationship to Utah Valley University through campus-based readings and writing prompts. This particular section focus was meant to reinforce the first-year experience in freshmen students, and, by association, aid in freshman retention. This course model was further developed by multiple entities in the Department of Basic Composition and has, because of continued success, now become the standard curriculum for all English 0890 sections.

As a full-time faculty member, participated in all departmental events, meetings and in-service work. Also participated in and completed multiple training modules: Safe Hire Training, EEO Laws and Discrimination Prevention for Higher Education, Sexual Harassment Prevention for Non-Supervisory Faculty.

<b>Adjunct Instructor</b>	AUG 11-AUG 12
Department of English	
Salt Lake Community College	
Salt Lake City, UT	
Taught multiple sections of English 1010 (in both full 16 week and compressed 8-week formats). Worked extensively to integrate current research approaches and online survey into all aspects of course curriculum. Because of the disparate level of students' technological, literary, and grammatical knowledge, worked to create proficiencies in those areas by reimagining standard introductory writing topics—narrative, rhetorical analysis, research—in new and creative ways. Class focused on writing topics and activities ranging from blog posts to the creation of electronic writing portfolios.	

<b>Adjunct Instructor</b>	AUG 11-AUG 12
Department of Basic Composition & ESL	
Utah Valley University	
Orem, UT	
Designed and presented a foundational writing course to students with varied academic backgrounds and capabilities. The introductory course expanded upon standard writing courses in significant ways; the course was five credits and contained a five-day per week meeting schedule; incorporated a weekly computer lab day, and the students worked independently once per week through an online class meeting schedule. This expansion obligated the creation of a dynamic skill set from both instructor and students to succeed with classroom and online activities.	

**English/Writing Tutor**

SEPT 08- MAY 11

Cypress College Learning Resource Center

Cypress Community College

Cypress, CA

In addition to conducting one-on-one tutoring sessions with writing students, worked with English Department instructors to create and present to their classes a weekly, subject-specific schedule of workshops. Workshop topics included mechanics of language (compound and complex sentences, dependent clauses) as well as style and structure topics (Rogerian, narrative, and research essay construction, direct/paraphrased quotations). During the period of final examinations each semester, worked as a dedicated tutor in special connection with disadvantaged and disabled students in the offices of the EOPS Program (Extended Opportunity Programs and Services) and the DSP&S Program (Disabled Students Program & Services).

**English/Writing Tutor**

MAY 09-MAY 10

Chapman University Writing Center

Chapman University

Orange, CA

Held half and hour-long appointment sessions with Chapman undergraduate and graduate students. Dealt with higher order language concerns such as authorial tone, problems in logic, and argumentative progression. Also provided comprehensive essay feedback to student papers through the writing center's online tutoring program. Worked with center director to produce study materials for an original workbook compilation published through the Chapman University Writing Center.

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**PUBLICATIONS****Editor**

2020-2021     *Runes*. Brighton High School Literary Magazine, Cottonwood Heights, UT.  
2016-2017     *APEX*. Summit Academy High School Literary Magazine, Bluffdale, UT.  
2015-2016     *APEX*. Summit Academy High School Literary Magazine, Bluffdale, UT.

**Thesis**

2011            *Ten Paces*. Chapman University Press, Chapman University, Orange, CA.

**Fiction**

2010            "First Step." *Elephant Tree*, literary magazine, Chapman University Press, Chapman University, Orange, CA.

2007            "The Watchman." *Two Old Guys from Brooklyn*, fiction anthology, Salt Lake Community Writing Center, Salt Lake City, UT.

2007            "Nine Ball." *So They Said*, fiction anthology, Salt Lake Community Writing Center, Salt Lake City, UT.

2006 "Untitled." *Enormous Rooms*, literary magazine, University of Utah Press, University of Utah, Salt Lake City, UT.

### **Journalism**

2007-2008 Weekly on-site and feature sports articles, high school preparatory sports beat, "Up Close" community sections of *The Salt Lake Tribune*, Salt Lake City, UT.

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## PRESENTATIONS

### **Conference Presentations**

2018 "Let Your Writing Live: Integrating Technology into the Composition Classroom" Utah Coalition for Educational Technology (UCET) Conference. University of Utah, Salt Lake City, UT.

2015 "Active Learning in the Elementary & High School Classroom" Professional Development Conference. Co-presented with Amy Solum. Summit Academy Schools (K-12), Draper, UT.

2014 "There's More than One Way to Kill Two Birds with One Skinned Cat: Using University Focused Curriculum in the Composition Classroom to Improve Student Retention and the First Year Experience" Scholarship of Teaching & Engagement Conference (SoTE). The Faculty Center for Teaching Excellence. Utah Valley University, Orem, UT.

2013 "An Exploration of the (Dis)connect Between Pedagogy and Assessment" Southwest Association for Developmental Education (SWADE) Conference. Chapter of the National Association for Developmental Education (NADE). Co-presented with Michael Hilbert. Salt Lake Community College, West Jordan, UT.

2013 "Understanding the Interplay: An Examination of the Concealed Weapons Policy in Utah Public Schools and the Effects of that Policy on Students and the Community" Scholarship of Teaching & Engagement Conference (SoTE). The Faculty Center for Teaching Excellence. Utah Valley University, Orem, UT.

2013 "Playin' Together Nicely: An Exploration of the (Dis)connect Between Pedagogy and Assessment" Scholarship of Teaching & Engagement Conference (SoTE). Co-presented with Michael Hilbert. The Faculty Center for Teaching Excellence. Utah Valley University, Orem, UT.

2011      "Why Can't We Be Friends?: Frank Norris' Portrayal of Societal Norms and Power in Gilded Age Society"  
Sigma Tau Delta English Honors Society International Convention. Comparative Literature and Critical Theory Category. Pittsburgh, PA.

2011      "First Step"  
Sigma Tau Delta English Honors Society International Convention. Open Fiction Category. Pittsburgh, PA.

2010      "From Winesburg to Manila: Linh Dinh's Expansion of the Aesthetic of the Grotesque"  
Acacia Conference. Comparative Literature Category. California State University Fullerton, Fullerton, CA.

#### **Other Presentations**

2013      "Seizing Opportunities by Continuing Your College Education"  
English as a Second Language (ESL) graduation ceremony. Keynote address. University College, Utah Valley University. Orem, UT.

2010      "Bear-Hugging Marilyn"  
John Fowles Literary Forum. Fiction reading. Chapman University, Orange, CA.

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#### **AWARDS**

2016-2017      Teacher of the Year. Summit Academy High School. Bluffdale, UT.

2011      Second Place Award. "First Step." Open Fiction Category. Sigma Tau Delta English Honors Society International Conference. Pittsburgh, PA.

2006      Second Place Award. "Implied Inferiority: The Counterintuitive Effects of Affirmative Action." Comparative Literature Category. University of Utah Critical Writing Contest. Salt Lake City, UT.

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#### **GRANTS**

2022-2023      *Senior Capstone Project Grant*. Awarded by Brighton School and Community Council (SCC).  
*Living Leader Wellness Grant*. Awarded by Canyons School District.

2021-2022      *Creative Writing Grant*. Awarded by Brighton School and Community Council (SCC).  
*Senior Capstone Project Grant*. Awarded by School and Community Council (SCC).  
*Living Leader Wellness Grant*. Awarded by Canyons School District.

2020-2021    *Living Leader Wellness Grant*. Awarded by Canyons School District.  
2019-2020    *Living Leader Wellness Grant*. Awarded by Canyons School District.  
2018-2019    *Living Leader Wellness Grant*. Awarded by Canyons School District.

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#### PROFESSIONAL MEMBERSHIPS

National Council of Teachers of English  
Modern Language Association

Sigma Tau Delta English Honors Society



**MURRAY**

# **Mayor's Office**

## **Appointment of Roxanne Cowley to the History Advisory Board.**

**Council Meeting**

Meeting Date: September 12, 2023

### **Council Action Request**

<b>Department Director</b> Kim Sorensen	<b>Purpose of Proposal</b> Appointment of board member.
<b>Phone #</b> 801-264-2619	<b>Action Requested</b> Consider confirmation of the mayor's appointment of Roxanne Cowley to the history advisory board.
<b>Presenters</b> Mayor Hales	<b>Attachments</b> Resume
	<b>Budget Impact</b> None
<b>Required Time for Presentation</b>	<b>Description of this Item</b> Roxanne will be appointed to the history advisory board. Her term will begin in September 2023 and end in August 2026. This appointment will fill the position of Laurel Shepard who has completed two terms.
<b>Is This Time Sensitive</b> Yes	
<b>Mayor's Approval</b>	
<b>Date</b> August 29, 2023	

Roxanne Cowley  
Murray, Utah 84107

EDUCATION:

I graduated from Murray High in 1970 and was given a drama scholarship to Utah State University for my many acting roles and being a student director during my years in Murray High.

I attended Utah State for two years and moved to Westminster College for a semester with a grant. When a new quarter opened at the University of Utah, I transferred to there and graduated in 1976 with a Bachelor of Science degree in Journalism/Mass Communication.

WORK EXPERIENCE:

I used what I learned in school when I did writing for Admix Advertising, and various TV and Newspapers companies.

While working during my school breaks I was a camera operator for KUTV2 news. I worked at many jobs until I came to The Federal Government.

Those jobs included secretary, assistant to the producer at a local TV company, and television camera operator for two companies

TRAVEL:

I have traveled a lot for vacation and to learn about other cultures.

I have currently visited 20 foreign countries and most of the United States. Last February I went to Thailand, Cambodia and Vietnam.

FINAL JOB:

My last job was with DCMA, Defense Contracting Management Agency. I was a Contract Administrator. I worked in Salt Lake City and at Hill Air Force Base. After 29 years I retired on October 31, 2014. My job was to manage contracts after they had been awarded and write modifications when the original contract needed changes in their contracts etc.

I am very excited about joining the history board, as my family has done so many things to add to that history.



**MURRAY**

# **Mayor's Office**

## **Appointment - Gil Rodriguez to the Personnel Advisory Board.**

### **Council Action Request**

#### **Council Meeting**

Meeting Date: September 12, 2023

<b>Department Director</b> Robyn Colton	<b>Purpose of Proposal</b> Appointment of board member.
<b>Phone #</b> 801-264-2657	<b>Action Requested</b> Consider confirmation of the Mayor's appointment of Gil Rodriguez to the Personnel Advisory Board.
<b>Presenters</b> Mayor Hales	<b>Attachments</b> Resume
<b>Required Time for Presentation</b>	<b>Budget Impact</b> None
<b>Is This Time Sensitive</b> Yes	<b>Description of this Item</b> Gil Rodriguez will be appointed to the Personnel Advisory Board from July 2023 - June 2026. Gil will fill the position left vacant by Mike Romero, who has completed two terms and moved out of the area.
<b>Mayor's Approval</b> 	
<b>Date</b> August 31, 2023	

# Gilbert Gerard Rodriguez

MURRAY, UTAH 84123

## EDUCATION

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Spring 2008	<b>National Fire Academy</b>	Emmitsberg, MA.
<i>Executive Fire Officer Designation</i>		
	<b>National Fire Academy</b>	Emmitsberg, MA.
•	Arson Investigation	1996
•	Command and Control of Multi Alarm Incidents	1998
•	Command and Control of Target Hazards	2001
•	Executive Analysis of Multi Venue Operations	2002
•	Fire Service Communications	2003
•	Executive Fire Officer Program	2004 – 2007
	○ Executive Development	
	○ Community Risk Reduction	
	○ Emergency Analysis of Fire Service Operations in Emergency Management	
	○ Executive Leadership	
2004-2005	<b>State of Utah</b>	Salt Lake City, Utah
<i>Certified Public Manager</i>		
1996	<b>Police Officer Standards of Training</b>	Salt Lake City, Utah
<i>Special Functions Officer</i>		
1986-1995	<b>Utah Valley State College</b>	UFRA Provo, Utah
<i>Associates/ Fire Science</i>		
1974-1978	<b>Southern Utah University</b>	Cedar City, Utah
<i>Bachelors of Arts/ Education</i>		

## PROFESSIONAL EXPERIENCE

### **Utah Fire and Rescue Academy, Utah Valley University**

Assistant Director  
2022 - Present

Program Manager  
2020 - 2022

### **Murray City Fire Department**

1994-2018

- *Fire Chief*  
2005 -2018
- *Deputy Fire Chief*  
2002 – 2005
- *Battalion Chief/Operations*  
2001 - 2002
- *Battalion Chief/Training*  
1999 - 2001
- *Shift Captain*  
1996 - 1999
- *Firefighter/Engineer*  
1984 – 1996
- *Teacher/Coach* **Salt Lake City School District**  
1982 – 1984
- *Teacher/Coach* **Los Angeles Unified School District**  
1978 – 1981

## CURRENT AND RECENT AFFILIATIONS

Advisory Board – College Public Health and Safety, UVU

Advisory Commission – Wasatch County Fire District

Chairman - Joint Council of Fire Service Representatives

Utah Representative - Western Fire Chiefs Association

Chairman – Police Fire Memorial Foundation

Board of Directors – Salt Lake Red Cross

Past President - Utah State Fire Chiefs Association

Past Chairman – Salt Lake Valley Fire Alliance

Past Chairman – Greater Salt Lake Chiefs Association



**MURRAY**

**Council Action Request**

# **Mayor's Office**

## **Appointment - Kyle Winther to the Personnel Advisory Board.**

### **Council Meeting**

Meeting Date: September 12, 2023

<b>Department Director</b> Robyn Colton	<b>Purpose of Proposal</b> Appointment of board member.
<b>Phone #</b> 801-264-2657	<b>Action Requested</b> Consider confirmation of the Mayor's appointment of Kyle Winther to the Personnel Advisory Board.
<b>Presenters</b> Mayor Hales	<b>Attachments</b> Resume
<b>Required Time for Presentation</b>	<b>Budget Impact</b> None
<b>Is This Time Sensitive</b> Yes	<b>Description of this Item</b> Kyle Winther will be appointed to the Personnel Advisory Board from July 2023 - June 2026. Kyle will fill the position left vacant by Denny Mecham, who has completed three terms.
<b>Mayor's Approval</b> 	
<b>Date</b> August 31, 2023	

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# Kyle T. Winther

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Murray, Utah 84107

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## **Summary of Qualifications:**

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Over thirty years of comprehensive experience in multiple aspects of the commercial finance industry, including relationship management, lending, credit underwriting, and funding. Strong business management skills and experience with emphasis on establishing and maintaining measurable results.

### **Key Skills:**

- Strong relationship and communication skills
- Solid commercial credit underwriting skills
- Computer competency
- Detailed professional
- Strong understanding of financial statement presentation and detail
- Direct lending experience
- Collection and Receivables Management
- Ability to manage multiple projects simultaneously

## **Professional Experience:**

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**Dedicated Funding, LLC**  
**Chief Credit Officer**

**2017 – Present**

Responsible for timely review and underwriting of all requests for commercial application-only equipment loans and leases. Responsible for establishment of a high-quality commercial loan portfolio with the overall objective of maintaining and increasing asset quality.

- Evaluate and decision all incoming and renewal applications for credit worthiness within the scope of established credit policy and procedures.
- Establish and monitor credit metrics to ensure sound decision making on all loan requests.
- Research and confirm legitimacy of all vendors to minimize fraud and ensure appropriate security position on collateral.
- Evaluate and approve requests for new broker relationships.
- Maintain detailed files of all requests for sound record keeping and auditing purposes.

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# Kyle T. Winther

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Murray, Utah 84107

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**Bank of American Fork**  
**Assistant Vice President / Commercial Loan Officer**

**2014 – 2017**

Responsible for origination and management of a high-quality loan portfolio with the overall objective of maintaining and increasing asset quality.

- Develop new and existing business relationships by interacting with existing and potential customers in an effort to produce loan and deposit business.
- Maintain a low delinquency and charge off rate, and ensure that lending operations are in accordance with established bank policy.
- Analyze business financial statements and assess overall risk of new loan requests.
- Prepare and present formal loan requests to appropriate level of approval within the bank.
- Work with commercial lease originating companies to develop quality commercial equipment transactions to increase profitability and diversity of portfolio.
- Exceeded first year portfolio origination quota by over \$6 million.

**Tetra Financial Group – Salt Lake City, UT**  
**Credit Manager**

**2011 - 2014**

Responsible for underwriting all new commercial equipment lease transactions as well as existing lease customers requesting additional lease schedules.

- Perform all aspects of credit analysis including financial statement analysis and company / industry evaluation.
- Access all credit database information on commercial entities and personal guarantors.
- Communication with lease customers for clarification of financial and operational trends.
- Compile complete credit package for distribution to Tetra's syndicate partners.
- Monitor credit approval process.
- Communication with internal sales managers regarding status of transactions.
- Generate weekly status report to inform management of progress and current status on all pending and approved lease transactions.
- Follow for and update files with current financial information on all lessees.
- Constant emphasis on fast, accurate turnaround necessary for transaction viability.

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# Kyle T. Winther

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Murray, Utah 84107

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**Security National Life Insurance Company – Salt Lake City, UT**      **2010 – 2010**  
**Commercial Real Estate Underwriter**

Responsible for underwriting commercial real estate transactions originated through third-party originators, and discounted note purchases from bank partners.

- Evaluate financial information provided in existing commercial real estate loan packages.
- Arrange for, and analyze updated real estate appraisals to establish appropriate loan-to-value positions.
- Evaluate existing tenant relationships in existing occupied commercial real estate.
- Present loan packages to in-house loan committee.

**Tucker Capital, Inc. – Salt Lake City, UT**      **2002 - 2007**  
**Regional Vice President / Shareholder**

Responsible for all aspects of the Intermountain West region of Tucker Capital operations (i.e. Office Management, Credit, Collections, Customer Service, Banking Relationships, etc).

- Established Tucker Capital's initial presence in the Intermountain market including setting up key relationships with vendors and trucking companies.
- Originated lease transactions sourced directly and through dealership relationships.
- Processed customer applications for commercial lease financing on over-the-road tractors and trailers.
- Established and maintained local banking relationships which grew from \$1.5 million line of credit in 2002 to over \$10 million by 2006.
- Approved and funded nearly \$15 million in lease receivables from 2002 through 2007.
- Maintained close contact with customer base of mainly independent owner / operator truck drivers to minimize collection problems and be able to identify financial and mechanical problems.
- Conducted annual financial summary on Tucker Capital's most recent year end performance and presented to lenders and shareholders.

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# Kyle T. Winther

Murray, Utah 84107

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**Wells Fargo Equipment Finance – Salt Lake City, UT**  
**Lease Syndication Officer**

**2000 - 2002**

Accountable for generating fee income and managing favorable relationships between existing Wells Fargo commercial lease customers and potential commercial lending participants.

- Fostered relationships with commercial lending institutions throughout the U.S. to place (sell) transactions controlled by Wells Fargo Equipment Finance.
- Created and distributed syndication packages comprised of detailed financial analysis and company history in an effort to syndicate all or a portion of a Wells Fargo commercial relationship.
- Coordinated pricing and funding of syndicated transactions to maximize fee income for Wells Fargo.

**Great Way Finance (Division of Great Basin Companies) – SLC, UT**  
**General Manager**

**1996 - 2000**

Accountable for income generation and solid commercial lending relationships necessary to bolster heavy-duty truck sales.

- Managed team of (7) Finance and Insurance Managers located at various geographic dealership locations in (5) different states.
- Established and maintained relationships with lenders to purchase commercial dealer-sourced truck and trailer paper.
- Maintained favorable differential between buy rates and sell rates to generate in excess of \$1 million in annual finance revenue.

# Kyle T. Winther

Murray, Utah 84107

**First Security Leasing Company – SLC, UT  
Credit Analyst / Vice President Credit Department Manager**

1990-1996

Responsible for processing incoming commercial equipment lease credit packages.

- Began as a Credit Analyst working with credit department in analyzing commercial lease credit packages.
- Developed strong credit skills relating to financial statement analysis and solid credit write-up abilities.
- Promoted to Credit Department Manager after 2 years with the Company.
- Managed (5) other Credit Analysts as well as continued to process credit packages.
- Maintained fast credit turnaround necessary to keep transactions viable.

## Education:

Master of Business Administration – University of Utah  
Bachelor of Science, Finance – University of Utah

## Associations:

Rotary Club of Murray, Utah 2004 - Present  
Club President (2012-2013 / 2021-2022)



**MURRAY**  
CITY COUNCIL

# Public Hearing



**MURRAY**

**Council Action Request**

**Murray City Police  
Department  
JAG Grant Approval and  
Resolution**

**Council Meeting**

Meeting Date: September 12, 2023

<b>Department</b> Director Craig Burnett	<b>Purpose of Proposal</b> Official notification of the Department's intent and acceptance of the 2023 Edward Byrne Memorial Justice Grant
<b>Phone #</b> 801-264-2613	<b>Action Requested</b> Public hearing, consideration of resolution.
<b>Presenters</b> Lt. Brian Wright Kristin Reardon	<b>Attachments</b> Resolution, program narrative/public notice.
<b>Required Time for Presentation</b> 10 Minutes	<b>Budget Impact</b> Federal Grant.
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> Requesting City Council approval of grant application and approval to purchase equipment for patrol, detectives and evidence storage. Items such as: bicycle racks, breaching equipment, pepper-ball guns and supplies, license plate readers and ballistic transparent handheld shields.
<b>Mayor's Approval</b>   <b>Date</b> August 28, 2023	

# Murray City Corporation

## PUBLIC NOTICE OF GRANT SOLICITATION AND NOTICE OF PUBLIC HEARING

### REGARDING THE CITY'S INTENT TO APPLY FOR A GRANT FROM THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT ("JAG") PROGRAM

NOTICE IS HEREBY GIVEN that on the 12 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 the City's intent to apply for a grant from the Edward Byrne Justice Assistance Grant Program (JAG).

The purpose of this hearing is to receive public comment concerning the proposed grant application. The JAG grant program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice.

The Murray City Police Department is seeking financial assistance for the purchase of patrol, detective, and evidence storage equipment. The Murray City Police Department will utilize FY 2023 JAG funds for the following:

- 1) *Bicycle racks, breaching equipment, pepper-ball guns and supplies, license plate readers, and ballistic transparent handheld shields.*

The amount allocated to the City of Murray for this grant is \$33,916.00. The JAG grant program narrative may be viewed online at <http://www.murray.utah.gov>

Public comments can be made in person during the meeting on September 12, 2023. In addition, the City will accept public comments via email from August 28, 2023 until noon on September 12, 2023. Emailed public comments should include your name and contact information. Submitted comments will be included in the record and are limited to less than three (3) minutes. Comments should be submitted to: [city.council@murray.utah.gov](mailto:city.council@murray.utah.gov).

DATED this 1<sup>st</sup> day of September 2023.



MURRAY CITY CORPORATION



Brooke Smith  
City Recorder

RESOLUTION NO. 23-\_\_\_\_\_

A RESOLUTION APPROVING THE CITY'S APPLICATION FOR A GRANT FROM THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM (JAG).

WHEREAS, the City, through its Police Department, wants to apply for a grant from the Edward Byrne Justice Assistance Grant ("JAG") Program; and

WHEREAS, the amount of the grant would be \$33,916.00; and

WHEREAS, the grant would be used to pay for patrol, detective, and evidence storage equipment. Such gear would include bicycle racks, breaching equipment, pepper-ball guns and supplies, license plate readers, and ballistic transparent handheld shields; and

WHEREAS, as part of the application process, the City must provide to the public the opportunity to comment on the application, and the City Council must review and approve of the application after considering any public input; and

WHEREAS, the City Council held a duly noticed public hearing on \_\_\_\_\_, 2023 to receive input regarding the application; and

WHEREAS, after considering the public input, the City Council wants to approve the application for the JAG grant.

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council that it hereby approves the City's application for a grant from the Edward Byrne Justice Assistance Grant Program (JAG).

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

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Council Chair

ATTEST:

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Brooke Smith, City Recorder

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program  
FY 2023 Local Solicitation**

**PROGRAM NARRATIVE**

***Description of the Issues***

The mission of the Murray Police Department is to provide a safe and peaceful environment for people to live and work. Providing police services that are of the highest quality and that are responsive to the needs of the community. We will work to develop community partnerships enabling us to jointly solve problems and enhance the quality of life in our City. We are committed to the prevention of crime and the protection of life and property, the preservation of peace, order and safety, the enforcement of laws and ordinances and the safeguarding of constitutional guarantees. To fulfill our mission, the Murray City Police Department is dedicated to providing a quality work environment and career development for the employees through effective training and leadership.

Like many jurisdictions in the nation, Murray City faces tough budget decisions every year and is unable to fund every important project. The JAG program is an invaluable support and helps the police department implement many projects that otherwise would not be possible. The police department will attempt to address issues related to equipment deficiencies within the patrol, detective, and forensic services divisions with its FY 2023 JAG program. The department is focusing on the BJA areas of emphasis: reduction in violent crime, improvement in community safety, and support for public safety officers as well as the additional uses of the JAG funds: improve the functioning of the criminal justice system by providing additional equipment. Upon notification of an award, Murray City will submit the award to its governing body for the required local budget amendment process.

### ***Project Design and Implementation***

The Murray City planning process includes gathering priorities and needs from each division of the police department. The police department also meets regularly with community stakeholder groups to guide and determine our priorities. We then identify the projects that will best enhance the police departments mission to provide police services that are of the highest quality and respond to the needs of the community. Upon identifying the priorities, public notice is made and an opportunity for public comment is provided during a City Council meeting. Upon approval, the city then utilizes JAG funds to supplement local, state and other related justice funds for the identified needs and priorities.

### ***Capabilities and Competencies***

Through this grant, Murray City has been able to fund many important projects. In the past, the funds have been used to successfully equip all patrol vehicle with dash cameras as well as equip the department with public order equipment. Each grant awarded to Murray City has had successful, compliant closeouts. The department trusts that previous purchases through this grant has and will continue to result in a reduction in violent crime, improvement in community safety, and support for public safety officers in our city.

### ***Plan for Collecting the Data Required for this Solicitation's Performance Measures***

Murray City's plan for collecting the data required for this solicitation's performance measures will include the tracking of all purchases and coordinating with the appropriate staff to collect usage data of the equipment purchased. The information will be collected to ensure all data is available for the PMT programmatic reports and uploaded to JustGrants as required.

***Requested Equipment:***

***Bicycle Racks***

The forensic services unit is requesting funds to purchase freestanding bike racks for the evidence room. The racks assist in the storage and organization of bicycles that are collected as evidence as well as found property. Each rack can store up to 5 bikes. With the 8 racks being requested, the evidence room would be able to store up to 40 bikes in an organized manner. This is slightly more than the average number of bicycles being stored in our evidence room and will allow for a quick, more efficient way to go through our inventory to locate bicycles and reunite them with their owners. It will also free up additional space within the evidence room.

Total estimated budget: \$280/unit x 8 units=\$2,240

***Breaching Equipment***

The police department is requesting funds to purchase breaching equipment for tempered vehicle window glass. The equipment will facilitate safe and efficient breaching operations during critical situations. The breaching tools are efficient for first responders extricating a trapped motorist as well and a tactical team serving a high-risk search warrant.

Total estimated budget: \$300/unit x 4 units=\$1,200

### ***Pepperball Guns and Supplies***

The police department is working to equip its officers with reliable intermediate/long-range less-lethal options. Pepperball launchers will provide officers with a longer-range de-escalation tool, and this will allow officers to control situations faster, safer, and in a more efficient manner than currently possible. The department anticipates the less-lethal option will result in a reduction in lethal force encounters and they will provide an accurate and effective less-lethal option at increased ranges.

Total estimated budget (launcher): \$945/unit x 3 units=\$2,835

Total estimated budget (supplies): \$615 x 3 units=\$1,845

### ***License Plate Readers***

The detective division is requesting funds to purchase automated license plate readers. The world's largest passenger vehicle market resides in the United States with over 250 million vehicles on roadways, each with a unique license plate. The automated license plate reader technology captures images of license plates and will allow our agency to identify and compare plates against those of cars driven by people suspected of being involved in illegal activities. The plate readers will only be used in accordance with state law which only allows its usage for law enforcement agencies as part of an active criminal investigation; to apprehend an individual with an outstanding warrant; to locate a missing or endangered person; or to locate a stolen vehicle.

Total estimated budget: \$8000/unit x 3 units=\$24,000

***Ballistic Transparent Handheld Shields***

The police department is requesting funds to equip officers with ballistic, transparent, handheld shields. These protective devices are designed to stop or deflect bullets and other projectiles fired at their carrier. They can also protect against threats involving knives and less serious threats such as thrown objects. The transparent shield maximizes visibility. Currently, the police department has no transparent ballistic shields, and the department anticipates that the purchase of these items will better protect officers as well as improve community safety.

Total estimated budget: \$650/unit x 2 units=\$1,300

Due to budget constraints, our department is unable to purchase the patrol, evidence storage, and detective equipment being requested. Therefore, the Murray City Police Department is seeking financial assistance to purchase these items.

No other JAG or related justice funds will be utilized for this program.

Submitted by:

Lieutenant Brian Wright  
Murray City Police Department  
10 East 4800 South  
Murray, Utah 84107  
801-264-2673 (main)  
801-264-2566 (desk)



**MURRAY**  
CITY COUNCIL

# Business Items



**MURRAY**  
CITY COUNCIL

# Business Item #1



**MURRAY**

# **Mayor's Office**

## **Wasatch Front Waste and Recycling District Appointment**

### **Council Action Request**

#### **Council Meeting**

Meeting Date: September 12, 2023

<b>Department Director</b> Mayor Brett Hales	<b>Purpose of Proposal</b>  Appoint Mayor Hales as city representative to Wasatch Front Waste and Recycling District Board
<b>Phone #</b> 801-264-2600	<b>Action Requested</b>  Consider approval of Resolution
<b>Presenters</b> Mayor Hales	<b>Attachments</b>  Resolution
<b>Required Time for Presentation</b> 5 Minutes	<b>Budget Impact</b>  N/A
<b>Is This Time Sensitive</b> Yes	<b>Description of this Item</b>  A vacancy on the Wasatch Front Waste and Recycling District governing board exists as a result of Councilmember Phil Markham's resignation from the City Council. Mayor Brett Hales wants to serve as the city's representative on this Board. The Resolution is asking for the City Council's approval for this appointment.
<b>Mayor's Approval</b>  	
<b>Date</b> August 28, 2023	

**RESOLUTION NO. R23-**

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF A  
REPRESENTATIVE TO THE WASATCH FRONT WASTE AND RECYCLING  
DISTRICT GOVERNING BOARD.

WHEREAS, on January 10, 2023, the Mayor made appointments to the governing boards of the Utah Associated Municipal Power Systems (UAMPS), Central Valley Water Reclamation Facility, Salt Lake Valley Emergency Communications Center (VECC), TransJordan Cities, Utah Telecommunication Open Infrastructure Agency (UTOPIA), Utah Infrastructure Agency (UIA), Wasatch Front Waste and Recycling District, Intermountain Power Agency, Metro Fire Agency, Jordan River Commission (collectively “Interlocal Entities”), and to NeighborWorks Salt Lake; and

WHEREAS, a vacancy on the Wasatch Front Waste and Recycling District governing board exists as a result of Councilmember Phil Markham's resignation from the City Council and the Mayor needs to make an appointment to the governing board to fill the vacancy; and

WHEREAS, the Mayor has made an appointment to the Wasatch Front Waste and Recycling District governing board; and

WHEREAS, the Mayor wants approval by the Murray City Municipal Council of the appointment;

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council that it hereby approves the appointment of Mayor Brett A. Hales as the City's representative to the Wasatch Front Waste and Recycling District Board.

This appointment shall take effect immediately.

## MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

**ATTEST:**

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Brooke Smith, City Recorder



**MURRAY**  
CITY COUNCIL

# Business Item #2



**MURRAY**

# **Mayor's Office**

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

### **Council Action Request**

#### **Council Meeting**

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

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  
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*

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  
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*

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  
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*

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  
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*

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  
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*

COTTONWOOD HEIGHTS CITY

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

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR DRAPER 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*

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  
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*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  
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HOLLADAY CITY

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

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR KEARNS METRO TOWNSHIP  
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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  
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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  
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MIDVALE CITY CORP.

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

Reviewed and Advised as to Form and Legality:

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

SIGNATURE PAGE FOR MILLCREEK  
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*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  
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MURRAY CITY

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

Reviewed and Advised as to Form and Legality:

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

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

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

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

SIGNATURE PAGE FOR RIVERTON CITY  
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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  
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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  
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WHITE CITY METRO TOWNSHIP

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

Reviewed and Advised as to Form and Legality:

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

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

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

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



**MURRAY**  
CITY COUNCIL

# Business Item #3



**MURRAY**

# **City Attorney's Office**

## **Consider Ordinance Relating to Impact Fee Adjustments**

### **Council Action Request**

#### **Council Meeting**

Meeting Date: September 12, 2023

<b>Department Director</b> G.L. Critchfield	<b>Purpose of Proposal</b>  To consider an ordinance amending Sections 3.14.060 and 3.14.070 relating to impact fee adjustments and credits
<b>Phone #</b> 801-264-2640	<b>Action Requested</b>  Action - Ordinance amending Sections 3.14.060 and 3.14.070
<b>Presenters</b> G.L. Critchfield	<b>Attachments</b>  Proposed Ordinance; Section 11-36a-703, Utah Code Annotated
<b>Required Time for Presentation</b> 10 Minutes	<b>Budget Impact</b>  N/A
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b>  Currently, the City Code requires impact fee adjustments or requests for credit to be submitted, reviewed, and approved by the City Council. State law provides for an administrative review rather than a legislative review. With the proposed ordinance, the City Council would authorize the Director of Finance and Administration to review and approve impact fee adjustments or credit requests.
<b>Mayor's Approval</b>  	
<b>Date</b> August 1, 2023	

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

AN ORDINANCE AMENDING SECTIONS 3.14.060 AND 3.14.070 OF  
THE MURRAY CITY MUNICIPAL CODE RELATING TO IMPACT FEE  
ADJUSTMENTS

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1. Purpose.* The purpose of this Ordinance is to amend sections 3.14.060 and 3.14.070 of the Murray City Municipal Code relating to impact fee adjustments.

*Section 2. Amendment of sections 3.14.060 and 3.14.070 of the Murray City Municipal Code.* Sections 3.14.060 and 3.14.070 of the Murray City Municipal Code relating to impact fee adjustments shall be amended to read as follows:

**3.14.060: ADJUSTMENT OF IMPACT FEES:**

A. The City Council may authorize an adjustment the impact fees imposed in accordance with this chapter at the time the fee is charged, as necessary, in order to: in the standard impact fee for one or more services at the time the fee is charged to:

1. Respond to unusual circumstances in specific cases;
2. Respond to a request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected; and
3. Ensure that the impact fees are imposed fairly.

1. Respond to unusual circumstances in specific cases;  
2. Respond to a request for a prompt and individualized impact fee review for the development activity of the State, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected; and

3. Ensure that impact fees are imposed fairly.

B. The City Council may adjust the standard impact fee for one or more services at the time the fee is charged based, in whole or in part, upon studies and data submitted by the developer. (Ord. 21-27)

C. The Director of Finance and Administration shall have the authority to make such adjustments. If the applicant, person or entity is not satisfied with the decision of the Mayor or designee Director of Finance and Administration, a further appeal may be made under the procedures set forth in Utah Code section 11-36a-703.

**3.14.070: IMPACT FEE CREDIT:**

A. The City CouncilDirector of Finance and Administration may approve an impact fee credit if an applicant:

1. Dedicates land for a system improvement;
2. Builds and dedicates some or all of a system improvement; or
3. Dedicates a public facility that the City and the developer agree will reduce the need for a system improvement.

B. The City shall provide an impact fee credit for any dedication of land for, improvement to, or new construction of, any system improvements provided by the applicant if the facilities:

1. Are system improvements; or
2. Are dedicated to the public and offset the need for an identified system improvement. (Ord. 21-27)

**3.14.080: IMPACT FEE MANAGEMENT:**

The impact fees collected pursuant to this chapter shall be deposited into separate interest-bearing ledger accounts and may only be used for system improvements identified in the impact fee facilities plan and for the specific public facility type for which the fee was collected. The accounting, expenditure and possible refund of all such impact fees collected shall be handled in accordance with the provisions of the Utah Impact Fees Act. Impact fees adjusted or credited shall be reported to the City Council within 30 days of such adjustment or credit. (Ord. 21-27)

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

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

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

ATTEST:

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Brooke Smith, City Recorder

Transmitted to the Office of the Mayor of Murray City on this \_\_\_\_ day of  
\_\_\_\_\_, 2023.

MAYOR'S ACTION: Approved

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

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Brett A. Hales, Mayor

ATTEST:

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Brooke Smith, City Recorder

CERTIFICATE OF PUBLICATION

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

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Brooke Smith, City Recorder

**11-36a-703 Procedures for challenging an impact fee.**

- (1)
  - (a) A local political subdivision may establish, by ordinance or resolution, or a private entity may establish by prior written policy, an administrative appeals procedure to consider and decide a challenge to an impact fee.
  - (b) If the local political subdivision or private entity establishes an administrative appeals procedure, the local political subdivision shall ensure that the procedure includes a requirement that the local political subdivision make its decision no later than 30 days after the day on which the challenge to the impact fee is filed.
- (2) A challenge under Subsection 11-36a-701(3)(a) is initiated by filing:
  - (a) if the local political subdivision or private entity has established an administrative appeals procedure under Subsection (1), the necessary document, under the administrative appeals procedure, for initiating the administrative appeal;
  - (b) a request for arbitration as provided in Section 11-36a-705; or
  - (c) an action in district court.
- (3) The sole remedy for a successful challenge under Subsection 11-36a-701(1), which determines that an impact fee process was invalid, or an impact fee is in excess of the fee allowed under this act, is a declaration that, until the local political subdivision or private entity enacts a new impact fee study, from the date of the decision forward, the entity may charge an impact fee only as the court has determined would have been appropriate if it had been properly enacted.
- (4) Subsections (2), (3), 11-36a-701(3), and 11-36a-702(1) may not be construed as requiring a person or an entity to exhaust administrative remedies with the local political subdivision before filing an action in district court under Subsections (2), (3), 11-36a-701(3), and 11-36a-702(1).
- (5) The judge may award reasonable attorney fees and costs to the prevailing party in an action brought under this section.
- (6) This chapter may not be construed as restricting or limiting any rights to challenge impact fees that were paid before the effective date of this chapter.

Amended by Chapter 200, 2013 General Session



MURRAY  
CITY COUNCIL

# Mayor's Report And Questions



**MURRAY**  
CITY COUNCIL

# Adjournment