

MURRAY
CITY COUNCIL

Council Meeting January 22, 2013



NOTICE OF MEETING
MURRAY CITY MUNICIPAL COUNCIL

PUBLIC NOTICE IS HEREBY GIVEN that there will be a meeting of the Murray City Municipal Council on Tuesday, January 22, 2013, at the Murray City Center, 5025 South State Street, Murray, Utah.

3:30 p.m. **Committee of the Whole:** To be held in the Council Chambers

1. **Approval of Minutes**
 - 1.1 None scheduled

2. **Business Items**
 - 2.1 Utah Telecommunications Open Infrastructure Agency (UTOPIA), Utah Infrastructure Agency (UIA) Discussion of the New Business Plan and Request for Additional Funding – Darren Stam & Todd Marriott (60 minutes)
The City Council may vote to close this portion of the meeting pursuant to Section 52-4-205 of the Utah Code.
 - 2.2 Murray City Road School Presentation – Doug Hill (30 minutes)
 - 2.3 State Legislative Update – Zachery Fountain (20 minutes)
 - 2.3.1 Legislative Lobbyist Update – Brett Hales
 - 2.4 Personnel Ordinance Changes – Mike Terry (30 minutes)
 - 2.5 Locally Preferred Alternative for Bus Rapid Transit – Tim Tingey (20 minutes)

3. **Announcements**

4. **Adjournment**

6:30 p.m. **Council Meeting:** To be held in the Council Chambers

5. **Opening Ceremonies**
 - 5.1 Pledge of Allegiance
 - 5.2 Approval of Minutes
 - 5.2.1 None scheduled.
 - 5.3 Special Recognition
 - 5.3.1 Murray City Council **Employee of the Month Caren Lopez** – Tim Tingey presenting.

6. **Citizen Comments** (Comments are limited to 3 minutes unless otherwise approved by the Council.)

7. Consent Agenda

- 7.1 Consider confirmation of the Mayor's reappointment of Kathy Houston to the Murray Heritage Center Advisory Board in an At-Large position for a three-year term to expire February 1, 2016.
- 7.2 Consider confirmation of the Mayor's appointment of Charlotte Cox to the Murray Heritage Center Advisory Board in an At-Large position for a three-year term to expire February 1, 2016.
- 7.3 Consider confirmation of the Mayor's appointment of Judy Baxendale to the Murray Heritage Center Advisory Board in an At-Large position for a three-year term to expire February 1, 2016.
- 7.4 Consider confirmation of the Mayor's appointment of Rod Young to the Murray Heritage Center Advisory Board in an At-Large position for a three-year term to expire February 1, 2016.
- 7.5 Consider confirmation of the Mayor's appointment of Janice Evans to the Murray Power Advisory Board in an At-Large position to complete the remaining time on a three-year term, which expires June 1, 2014.

8. Public Hearings

8.1 Public Hearing #1

8.1.1 Staff and sponsor presentations, and public comment prior to Council action on the following matter:

Consider an ordinance amending the City's 2012 – 2013 Fiscal Year Budgets. (Justin Zollinger presenting.)

8.1.2 Council consideration of the above matter.

8.2 Public Hearing #2

8.2.1 Staff and sponsor presentations, and public comment prior to Council action on the following matter:

Consider an ordinance permanently closing a portion of a public street and vacating a portion of right-of-way located at Hillside Drive at approximately between 5439 South Hillside Drive and 5300 South Street, Murray City, Salt Lake County, State of Utah. (Murray City School District) (Frank Nakamura presenting)

8.2.2 Council consideration of the above matter.

8.3 Public Hearing #3

8.3.1 Staff and sponsor presentations, and public comment prior to Council action on the following matter:

Consider a resolution declaring the property located at approximately 166 East 5300 South, Murray City, Salt Lake County, State of Utah, as surplus. (Frank Nakamura presenting)

8.3.2 Council consideration of the above matter.

9. Unfinished Business

9.1 None scheduled.

10. New Business

10.1 Consider a resolution authorizing the execution of an Interlocal Cooperation Agreement between the City and Murray City School District regarding the conveyance by the City of real property on which the City will continue to own, operate and maintain the Murray City Library. (Frank Nakamura presenting)

10.2 Consider a resolution authorizing the execution of an Interlocal Cooperation Agreement between the City and Murray City School District to provide for a ground lease of property owned by Murray City School District located at 166 East 5300 South Street. (Frank Nakamura presenting.)

10.3 Consider a resolution approving the Mayor's appointment of representatives to Boards of Interlocal Entities. (Mayor Snarr presenting.)

10.4 Consider a special presentation of Mayor Dan Snarr's final "State of the City" address for year 2013.

11. Mayor

11.1 Report

11.2 Questions of the Mayor

12. Adjournment

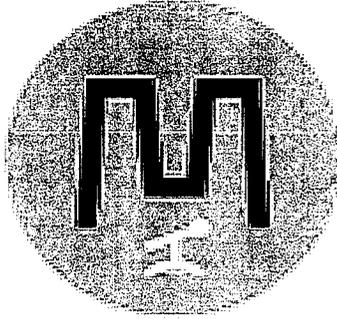
NOTICE

SPECIAL ACCOMMODATIONS FOR THE HEARING OR VISUALLY IMPAIRED WILL BE MADE UPON A REQUEST TO THE OFFICE OF THE MURRAY CITY RECORDER (801-264-2660). WE WOULD APPRECIATE NOTIFICATION TWO WORKING DAYS PRIOR TO THE MEETING. TDD NUMBER IS 801-270-2425 or call Relay Utah at #711.

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

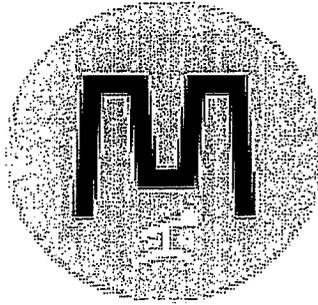
On Friday, January 18, 2013, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder and also sent to them by facsimile copy. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov, and the state noticing website at <http://pmn.utah.gov>.

Janet M. Lopez
Council Administrator
Murray City Municipal Council



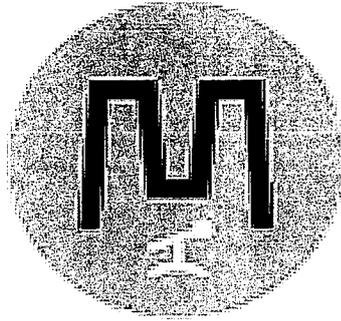
MURRAY
CITY COUNCIL

**Committee
of the Whole**



MURRAY
CITY COUNCIL

**Discussion
Item #1**



MURRAY
CITY COUNCIL

Discussion Item #2

Murray City Municipal Council Request for Council Action

INSTRUCTIONS: The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda.)
MURRAY CITY ROAD SCHOOL DISCUSSION

2. **KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)
Well Maintained, Planned and Protected Infrastructure and Assets

3. **MEETING, DATE & ACTION:** (Check all that apply)

Council Meeting OR Committee of the Whole

Date requested January 22, 2013

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy? _____

Resolution (attach copy)

Has the Attorney reviewed the attached copy? _____

Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy? _____

Appeal (explain) _____

Other (explain) _____

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)
A power point presentation will be given at the meeting.

6. **REQUESTOR:**

Name: Janet Lopez

Title: Council Administrator

Presenter: Doug Hill

Title: Murray City Public Service Director

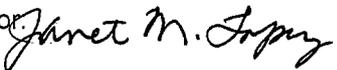
Agency: Murray City Corporation

Phone: 801-270-2404

Date: January 10, 2013

Time:

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director:  Date:

Mayor: _____ Date:

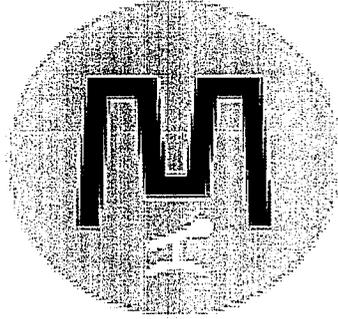
8. **COUNCIL STAFF:** (For Council use only)

Number of pages: _____ Received by: _____ Date: _____ Time: _____

Recommendation: _____

9. **NOTES:**

This discussion was requested to provide an understanding of road surfaces, options for use, cost and bidding requirements in order to be fully educated going into the budget process.



MURRAY
CITY COUNCIL

**Discussion
Item #3**

Murray City Municipal Council Request for Council Action

INSTRUCTIONS: The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no-later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda)

State Legislative Update

2. **MEETING, DATE & ACTION:** (Check all that apply)

Council Meeting OR Committee of the Whole

Date requested January 22, 2013

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy?

Resolution (attach copy)

Has the Attorney reviewed the attached copy?

Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy?

Appeal (explain) _____

Other (explain) _____

3. **ATTENDING POLICY:** (This Section is not required until after the City-wide Strategic Plan is completed – toward the end of 2011) (Please explain how request relates to city-wide policy)

N/A

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)

N/A

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)

Memo

6. **REQUESTOR:**

Name: Zachery Fountain

Title: Deputy for Legislation & Communication

Presenter: Zachery Fountain

Title: Deputy for Legislation & Communication

Agency: Murray City Mayor's Office

Phone: (801) 264-2604

Date: January 7, 2013

Time: 12:00 PM

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director: _____

Date: _____

Mayor: _____

Date: _____

8. **COUNCIL STAFF:** (For Council use only)

Number of pages: _____ Received by: _____ Date: _____ Time: _____

Recommendation: _____

9. **NOTES:**



MURRAY CITY CORPORATION
OFFICE OF THE MAYOR

Daniel C. Snarr, Mayor

Jan Wells, Chief of Staff

801-264-2600 FAX 801-264-2608

MEMORANDUM

TO: CITY COUNCIL
DAN SNARR MAYOR
JANET LOPEZ COUNCIL EXECUTIVE DIRECTOR
JAN WELLS, CHIEF OF STAFF

FROM: ZACHERY FOUNTAIN DEPUTY FOR LEGISLATION & COMMUNICATION

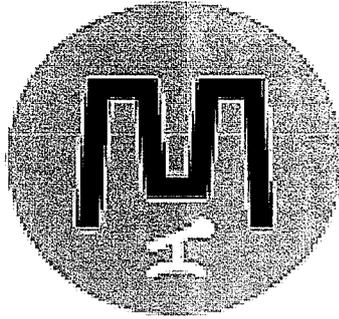
RE: STATE LEGISLATIVE UPDATE FOR COW ON 1/22/2013

DATE: JANUARY 7, 2013



Prior to the 2013 Utah General Legislative Session, I would like the opportunity to discuss pending legislative matters with the Murray City Committee of the Whole.

If there are any questions, I am available at (801) 698-8756 or via email at zfountain@murray.utah.gov.



MURRAY
CITY COUNCIL

Discussion Item #4

Murray City Municipal Council Request for Council Action

INSTRUCTIONS: The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda)

PERSONNEL ORDINANCE CHANGES

2. **MEETING, DATE & ACTION:** (Check all that apply)

Council Meeting OR Committee of the Whole

Date requested 1-22-2013

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy?

Resolution (attach copy)

Has the Attorney reviewed the attached copy?

Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy?

Appeal (explain) _____

Other (explain) _____

3. **ATTENDING POLICY:** (This Section is not required until after the City-wide Strategic Plan is completed - toward the end of 2011) (Please explain how request relates to city-wide policy)

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)

NO BUDGETARY IMPACT

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)

SECTION 2.62 MURRAY MUNICIPAL CODE

6. **REQUESTOR:**

Name: Mike Terry

Title: Human Resource Director

Presenter: Mike Terry

Title: Human Resource Director

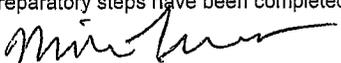
Agency: Human Resources

Phone: 801-264-2655

Date: 1-22-2013

Time: 30 minutes

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director:  Date: 1-9-2013

Mayor: _____ Date: _____

8. **COUNCIL STAFF:** (For Council use only)

Number of pages: _____ Received by: _____ Date: _____ Time: _____

Recommendation: _____

9. **NOTES:**



MURRAY CITY CORPORATION
HUMAN RESOURCES

Daniel C. Snarr, Mayor

Mike Terry, Director

801-264-2656 FAX 801-264-2625

MEMO

To: Murray City Municipal Council
From: Mike Terry *MT*
Subject: Murray City Municipal Code Section 2.62 Relating to Personnel Matters
Date: January 9, 2013

I had proposed some updates to this section to the City Attorney, and after reviewing the section we spoke at length about the entire section. While some of the section is budgetary in nature and should be in City Code and under the purview of the City Council, the majority of this section is more administrative in nature and should be under the direction of the Mayor and the Department Heads.

I would like to discuss this section and get the Council's feedback to determine which sections should remain in the City Code, and which sections should be removed from Code and be moved to the employee rules and regulations in the employee handbook.

Chapter 2.62 PERSONNEL POLICIES AND REGULATIONS

- 2.62.010: STATEMENT OF POLICY:
- 2.62.020: POSITIONS NOT IN CAREER SERVICE:
- 2.62.021: RESIDENCY REQUIRED:
- 2.62.025: BIDS; PROMOTIONS AND TRANSFERS:
- 2.62.030: SEVERANCE PAY FOR OFFICIALS NOT WITHIN CAREER AND PUBLIC SAFETY SERVICE:
- 2.62.040: APPOINTMENT FROM CERTIFIED LISTS:
- 2.62.045: NEPOTISM PROHIBITED:
- 2.62.050: CAREER SERVICE RULES AND REGULATIONS:
- 2.62.060: POLITICAL ACTIVITY OF EMPLOYEES:
- 2.62.070: FALSE STATEMENTS, BRIBES TO OBTAIN APPOINTMENT, PROMOTION:
- 2.62.090: AGREEMENTS AND COOPERATION WITH OTHER GOVERNMENTAL AGENCIES:
- 2.62.100: MEMBERSHIP IN EMPLOYEE ORGANIZATIONS:
- 2.62.110: STATUS OF PRESENT EMPLOYEES:
- 2.62.120: STRIKES:
- 2.62.130: VACATIONS:
- 2.62.140: HOLIDAYS:
- 2.62.150: SICK LEAVE:
- 2.62.160: RETIREMENT AND RESIGNATION BENEFITS: UNUSED SICK LEAVE CREDITS:
- 2.62.165: ORGAN DONOR LEAVE:
- 2.62.170: LEAVES OF ABSENCE:
- 2.62.180: BEREAVEMENT LEAVE:
- 2.62.190: DEATH BENEFITS:
- 2.62.200: TUITION ASSISTANCE:
- 2.62.210: JURY DUTY:
- 2.62.220: PERSONNEL FILES:
- 2.62.230: BONUS PROGRAM FOR RED LINED EMPLOYEES:
- 2.62.240: PENALTIES:

2.62.010: STATEMENT OF POLICY:

The following principles and policies are established:

- A. In matters of compensation or in terms, privileges, or conditions of city employment, the city shall not demote, discharge, terminate, harass, refuse to promote or hire, or retaliate or discriminate against any person otherwise qualified, because of a person's race; color; gender; pregnancy, childbirth or pregnancy related conditions; religion; national origin; age (if 40 years of age or older); disability; sexual orientation or gender identity, unless based upon a bona fide occupational qualification.

- B. Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in the operation of the city government.

- C. The system shall provide the means to recruit, select, develop and maintain an effective and responsive work force, and shall provide plans for employee hiring and advancement, training and career development, job classification, salary administration, vacations, sick leave, leaves of absence, retirement, fringe benefits, discipline, discharge and other related activities.

- D. It is the compensation policy of the city that its goals for salary and wage ranges be comparable to the average salary and wage ranges of the following governmental entities: Bountiful, Salt Lake City, Sandy, Salt Lake County, South Salt Lake, West Jordan, West Valley, Provo, Layton and Davis County. Other government agencies and private sector entities may be surveyed as deemed necessary.

- E. It is the intent that all eligible full time and part time employees may receive a cost of living pay adjustment based, in part, on the cost of living increase as determined by the national consumer price index.

- F. All salary adjustments and cost of living adjustments may be subject to availability of funds and other factors.

- G. Tenure of employees covered by the personnel management system shall be subject to good behavior, satisfactory work performance, necessity for performance of work and the availability of funds. (Ord. 10-26: Ord. 07-26 § 2: Ord. 05-05 § 2: Ord. 99-31 § 1)

2.62.020: POSITIONS NOT IN CAREER SERVICE: 

- A. The following regular full time positions of employment in city government shall not be career service:
 - 1. Elected members of the city council and staff;
 - 2. The mayor, the mayor's chief of staff and other appointed staff members, and the following heads of departments and divisions appointed by the mayor with the advice and consent of the city council:
 - a. Chief of police,
 - b. City attorney,
 - c. City recorder,
 - d. City treasurer,

- e. Information systems director,
 - f. Community development director,
 - g. Finance and administration director,
 - h. City engineer,
 - i. Fire chief,
 - j. Human resource director,
 - k. General manager, power department,
 - l. Public services director, and
 - m. Economic development director;
- 3. People employed to make or conduct temporary and special inquiries, investigations or examinations on behalf of the mayor or city council;
 - 4. Part time employees working less than twenty (20) hours a week;
 - 5. New employees during initial probationary period;
 - 6. Volunteer personnel who receive no regular compensation from the city;
 - 7. Seasonal and temporary positions.
- B. Career or public safety service regular full time positions of employment deemed exempt from the overtime provisions of the fair labor standards act and its regulations shall be as specified in city policy. (Ord. 08-22 § 2: Ord. 04-20 § 2: Ord. 03-19 § 2: Ord. 00-22 § 2: Ord. 99-31 § 1)

2.62.021: RESIDENCY REQUIRED: 

- A. As a minimum qualification for the positions of public services director, fire chief or chief of police the person in those positions must be, at the time of their appointment, and thereafter, either: 1) a resident of the city or 2) reside within ten (10) miles of the jurisdictional boundaries of the city.
- B. Persons who serve as mayor pro tempore during the temporary absence of the mayor must:
 - 1. Reside within the city; and
 - 2. Be designated under section 2.08.030 of this title.
- C. For the purposes of this section:

RESIDE AND RESIDENCY: The person's domicile, place of abode or principal place of residence. A

person's principal place of residence is that place in which the person's habitation is fixed and to which, whenever the person is absent, the person has intention of returning.

TEMPORARY ABSENCE: A time when the mayor cannot be communicated with personally or via telephone or other telecommunications. (Ord. 03-13 § 2: Ord. 02-15 § 2: Ord. 99-31 § 1)

2.62.025: BIDS; PROMOTIONS AND TRANSFERS:

- A. Employees who bid on and are selected for a position of a lower grade shall move to the same percent of midpoint in the lower grade with the appropriate decrease in compensation. Employees who bid on and are selected for positions of the same grade shall stay at the same percent of midpoint within that grade.

- B. Employees who are promoted shall be placed at eighty one percent (81%) of midpoint of the new grade or receive a five percent (5%) increase, whichever is greater. If the promotion changes the employee status from nonexempt to exempt or the new job classification is increased three (3) or more grades, the employee shall be placed at eighty one percent (81%) of the midpoint of the new grade or receive a ten percent (10%) increase, whichever is greater.

- C. The promoted or transferred employee shall complete a six (6) month probation period, to include a performance evaluation. The completion date of the probationary period will become the employee's new annual performance evaluation date.

- D. At the satisfactory completion of the six (6) month probationary period, the promoted or transferred employee may be eligible to receive a merit increase immediately based upon their job performance and where they are in the pay range. (Ord. 00-22 § 3: Ord. 99-31 § 1)

2.62.030: SEVERANCE PAY FOR OFFICIALS NOT WITHIN CAREER AND PUBLIC SAFETY SERVICE:

- A. An appointed at will department or division head who has been employed full time by the city for at least one year and who is involuntarily terminated for any reason other than criminal wrongdoing, shall be entitled to receive severance pay. Severance pay is in addition to any accrued vacation or sick leave benefits owing at the time of termination. Severance is based on the employee's final salary as follows:
 - 1. If the employee is terminated after fewer than two (2) years' full time employment, the employee shall receive an amount equivalent to one month's salary.
 - 2. If the employee is terminated after more than two (2) years' full time employment, the employee shall also receive an amount equivalent to the final salary rate, prorated, at two (2) weeks' pay for

each year of service in excess of two (2) years, up to a maximum of four (4) months' salary. (Ord. 04-20 § 3; Ord. 99-31 § 1)

2.62.040: APPOINTMENT FROM CERTIFIED LISTS:

All vacancies in the career and public safety service of the city shall be filled from a list of candidates certified by the human resource director in accordance with rules and regulations adopted pursuant to this chapter. (Ord. 08-22 § 2)

2.62.045: NEPOTISM PROHIBITED:

No person shall be allowed to work in a department wherein a member of the person's immediate family is employed as the department head; or wherein a member of the person's immediate family would have direct or indirect supervision or control over that person. "Immediate family", as used in this section, means father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, stepchildren, stepparents, grandchildren, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law. (Ord. 04-47 § 2; Ord. 99-31 § 1)

2.62.050: CAREER SERVICE RULES AND REGULATIONS:

Career service rules and regulations, and revisions thereof, shall be reviewed by the personnel advisory board adopted by the mayor and the city council after evaluation by the personnel advisory board and upon such adoption and approval shall be filed with the city recorder. All city employees shall be provided a copy of the personnel rules and regulations which shall also be available for public inspection as a public record. The rules and regulations shall govern the following aspects of the personnel system:

- A. Administration of the classification plan;
- B. Administration of the pay plan;
- C. Announcement of employment vacancies and the acceptance of applicants for employment;
- D. Preparation and conducting of examinations;
- E. Establishment and use of eligibility lists;

- F. Establishment of promotional policies;
- G. Certification and employment of persons for employment lists to fill vacancies;
- H. Performance evaluation of employees including those on probationary status;
- I. Transfer, promotion and reinstatement of employees;
- J. Separation from the career service of employees by resignation, suspension, dismissal, layoff and incapacity to perform required duties;
- K. Establishment of hours of work, holidays, vacation, attendance and leave regulations and procedures;
- L. Outside employment of municipal employees;
- M. Relations with employee organizations;
- N. Establishment of a probation period, not to exceed one year, for all employees prior to final appointment;
- O. Establishment of grievance and appeal procedures;
- P. Development of employee morale, safety and training programs;
- Q. Such other matters as may be necessary to carry out the intent and the purpose of this chapter and state and federal law. (Ord. 99-31 § 1)

2.62.060: POLITICAL ACTIVITY OF EMPLOYEES: 

- A. No city employee or official may solicit any assessments, contributions or services for any political candidate or party from any employee in the career or civil service.

- B. A city employee may not hold an elected full time public office and remain in the employ of the city. A city employee who assumes a full time elected public office, either by public election or by appointment to an unexpired term, shall be deemed to have resigned from the city's employ upon taking the oath of office or otherwise first exercising the official duties of that public office.
- C. Except as otherwise provided by law, a city employee may remain in the employ of the city and simultaneously hold a part time elected public office if the employee takes personal leave without pay during the time the duties of the elected office require the employee's absence from the city and that request is granted as provided by law.
- D. For purposes of this section, "employee" means any person other than elected officials who receives compensation from the city, and includes appointed employees and members of the career and the public safety service. (Ord. 08-22 § 2: Ord. 99-31 § 1)

2.62.070: FALSE STATEMENTS, BRIBES TO OBTAIN APPOINTMENT, PROMOTION:



- A. No person may knowingly or intentionally make any false statement, certificate, mark, rating or report in regard to an employee's application, test, certification, evaluation or appointment held or made under the city's personnel systems, or in any manner commit any fraud or other act for the purpose of preventing a proper or impartial execution of those systems.
- B. No applicant for employment or promotion in the career or public safety service shall give or pay any money or any other remuneration, or render services to any other person for, or on account of, or in connection with the applicant's test, appointment, proposed appointment, promotion, proposed promotion or for any other advantage. (Ord. 08-22 § 2: Ord. 99-31 § 1)

2.62.090: AGREEMENTS AND COOPERATION WITH OTHER GOVERNMENTAL AGENCIES:



- A. The mayor may, as permitted by law, enter into agreements with any federal, state or local government organization for receipt of grants or services, including material or equipment which is designed to strengthen personnel administration and train municipal employees, or to improve specific access of persons to the personnel system established in this chapter.
- B. The human resource director, acting in behalf of the city, may cooperate with other governmental agencies charged with public personnel administration in conducting personnel tests, recruiting

personnel, training personnel, establishing lists from which eligibles shall be certified for appointment, and for the exchange of information regarding personnel and employee benefits. (Ord. 99-31 § 1)

2.62.100: MEMBERSHIP IN EMPLOYEE ORGANIZATIONS:

All city employees shall have the right to organize, join and participate or to refuse to organize, join or participate in any employee organization without fear of penalty or reprisal. (Ord. 99-31 § 1)

2.62.110: STATUS OF PRESENT EMPLOYEES:

Employees holding career service positions continuously for one year or more immediately prior to the adoption of this chapter shall, upon certification by the appointing authority that their work has been satisfactory, be continued in their respective positions without further examinations until separated from their positions as provided by law. Those holding their positions less than one year immediately prior to the adoption of this chapter shall serve a probationary period, as prescribed by these ordinances, and may be certified in the same manner when they satisfactorily complete such probation period from the date of their original appointment. (Ord. 99-31 § 1)

2.62.120: STRIKES:

Career and public safety service employees may not engage in, threaten to engage in, encourage or plan any strike, whether it be in the nature of an immediate walkout or resignation after notice. (Ord. 08-22 § 2)

2.62.130: VACATIONS:

A. Computation: Each regular full time employee in city service shall be granted a paid vacation to be computed as follows: One working day per calendar month of employment including the first year of employment; provided, that no vacation shall be granted or compensation received for vacation credit accruing during any probationary period; however, if regular status is obtained, vacation shall then be allowed for employment during such probationary status. After five (5) years of continuous employment with the city, each employee in city service shall be granted 1.167 working days per calendar month of employment. After ten (10) years of continuous employment, each employee in city service shall be granted 1.417 working days per calendar month of employment. After fifteen (15) years of continuous employment, each employee will be granted 1.833 working days per month. After twenty (20) years of continuous employment each employee will be granted 2.083 working days per month.

B. Rules For Taking Vacation:

1. Selection of vacation shall be made according to seniority in each department; provided, that the department head, for good cause, may change any selected date if necessary for the performance or the efficiency of that department. Vacation schedule for each particular year is to be worked out as promptly as possible and is to be planned to avoid disruption of work and to occasion as little inconvenience and additional expense to the city as possible;
2. Although vacation leave is considered to be an earned benefit, vacation leave is provided in order to give employees rest and relaxation away from their jobs. Employees will not be allowed to receive pay in place of taking vacation;
3. A new employee may carry over all unused accrued vacation at their one year anniversary, even though it may be in excess of one week. All other employees who are entitled to two (2) weeks' vacation with pay may elect to accumulate and carry over one week, or forty (40) hours, of vacation to be taken in the following year. No employee may accumulate vacation to add to the regular annual vacation which, when totaled, would exceed thirty five (35) days, or two hundred eighty (280) hours, of vacation;
4. An employee may, with the consent of the department head, elect to split the annual vacation period. In such event the right of selection by seniority shall apply only to the first period selected;
5. Upon resignation, an employee will not be paid any accrued vacation benefits unless at least ten (10) days' advance written notice of the contemplated resignation is given to the department head and the human resource director. If the required notice is given, the employee shall be paid for vacation hours accrued but not taken. If termination is caused by death, accrued vacation benefits shall be paid to the administrator, executor or surviving spouse at the discretion of the mayor. If a nonprobationary employee is terminated for cause, the terminated employee shall be paid accrued vacation benefits in lieu of severance pay otherwise provided in this chapter. (Ord. 99-31 § 1)

2.62.140: HOLIDAYS:

- A. Each regular full time employee in city service shall be granted holiday vacations at full pay in accordance with the following schedule:

January 1 (New Year's Day).

Third Monday in January (Martin Luther King Day).

Third Monday in February (Washington's birthday).

Last Monday in May (Memorial Day).

July 4 (Independence Day).

July 24 (Pioneer Day).

First Monday in September (Labor Day).

November 11 (Veterans Day).

Fourth Thursday in November (Thanksgiving Day).

Fourth Friday in November (day after Thanksgiving).

December 25 (Christmas Day).

Two (2) open or floating holidays.

B. If any of the above listed holidays falls on a Saturday, all employees shall take the preceding Friday as the holiday, and if it falls on a Sunday, then all employees shall take the following Monday as the holiday.

C. The two (2) open or floating holidays may be taken as a day off work by each employee subject to the same scheduling requirements set forth in subsection 2.62.130B1 of this chapter. Open or floating holidays may not be accumulated or used for any calendar year past December 14 of each year, and in no event will employees be allowed to receive pay in lieu of taking the two (2) open or floating holidays.

D. Eligible new hires are entitled to receive up to two (2) floating holidays (16 hours) the first year of employment based upon the following schedule:

Hire Date	Floating Holiday Hours Available
December 15 to March 31	16
April 1 to June 30	12
July 1 to September 30	8
October 1 to December 14	4

E. Regular part time employees working between twenty (20) and twenty nine (29) hours per week are eligible to receive prorated (4 hours) holiday pay. Floating hours are not available to part time employees. (Ord. 04-20 § 4: Ord. 02-03 § 2: Ord. 99-31 § 1)

2.62.150: SICK LEAVE: 

A. Paid sick leave may be used by a regular full time employee only when the employee is unable to work due to a bona fide sickness of the employee and to meet legitimate medical and dental appointments for physical examinations or other approved health maintenance measures. Sick leave may also be utilized to cover an employee's absence from work to care for a seriously ill or seriously injured (as determined by a physician) member of the employee's immediate family, when that person is legally dependent upon the employee and resides in the employee's home. Exceptions may be granted on a case by case basis for aged or infirm parents if approved by the employee's supervisor or

department/division head and the human resource director. Sick leave shall not be granted for any injury, illness, or occupational disease covered by the Utah workers' compensation law.

- B. Paid sick leave shall accumulate to the credit of each regular full time employee at the rate of one working day for each calendar month of satisfactory employment. Sick leave credit shall begin to accrue from the date of employment including the probationary period.
- C. Employees shall be paid, annually on or before December 20, twenty five percent (25%) of sick leave unused for the previous twelve (12) month period ending November 30. The remaining seventy five percent (75%) of sick leave unused during the previous twelve (12) month period shall be added to the previous year's accumulated total. In figuring the payment under this section, any sick leave used shall be considered as coming from the current twelve (12) month period and not from accrued sick leave.
- D. Employees who voluntarily retire or resign shall be paid an amount equal to twenty five percent (25%) of sick leave unused from the previous December 1 to the last date of employment. If a city employee dies, the benefit shall be paid to the beneficiaries of the deceased employee or, if applicable, to the estate of the deceased employee. Employees discharged for cause from city employment shall not be eligible for benefits as outlined in this section.
- E. To qualify for sick leave payments, an employee must notify the supervisor or department/division head no later than one hour after normal starting time on each day of absence unless the circumstances surrounding the absence preclude the necessity of notification or make such notification impossible. The employee must also keep the supervisor advised regarding the employee's progress and expected date of return to duty. Sick leave will normally be charged in not less than one hour units.
- F. For sick leave in excess of three (3) consecutive working days, or in cases where abuse of sick leave is suspected, the department/division head is authorized to require the employee to furnish satisfactory proof of illness as evidenced by a signed doctor's excuse. If hospitalization, surgery, or major illness or injury is involved, employees must obtain and submit to their department/division head a "return to work release form" signed by their doctor indicating the date of return to work and restrictions, if any, which apply to the employee's return to work. (Ord. 08-17 § 2: Ord. 00-25 § 2: Ord. 99-31 § 1)

2.62.160: RETIREMENT AND RESIGNATION BENEFITS; UNUSED SICK LEAVE

CREDITS:

Effective January 1, 1999, employees who retire or resign from employment with the city in good standing are eligible for the following benefits:

- A. Employees retiring or resigning from the city shall be eligible to receive twenty five percent (25%) of their unused sick leave accumulated since the last sick leave payment.

- B. Employees retiring or resigning with ten (10) years of full time service but less than fifteen (15) years of full time equivalent service shall be eligible to receive, in addition to the benefits described in subsection A of this section, ten percent (10%) of the employee's remaining accumulated sick leave at their current rate of pay.

- C. Employees retiring or resigning with at least fifteen (15) years of full time equivalent service shall be eligible to receive, in addition to the benefits described in subsection A of this section, ten percent (10%) of the employee's remaining accumulated sick leave at their current rate of pay, plus an amount equal to the lowest single employee medical premium per month for a period not to exceed thirty six (36) months, which will be based upon the employee's years of service and accumulated hours of sick leave.

- D. Employees who are eligible for the above described retirement or resignation benefit will have the option of signing up in the VantageCare retirement health savings plan, beginning February 2004. An enrollment and information kit is available through the human resource department.

- E. A two thousand dollar (\$2,000.00) paid up life insurance policy is provided to retirees meeting the eligibility criteria under the applicable Utah state retirement system. (Ord. 04-20 § 5: Ord. 00-22 § 4: Ord. 99-31 § 1)

2.62.165: ORGAN DONOR LEAVE: 

An employee who serves as a bone marrow or human organ donor shall be granted paid leave for the donation and recovery.

A. An employee who donates bone marrow shall be granted up to seven (7) days of paid leave.

B. An employee who donates a human organ shall be granted up to thirty (30) days of paid leave.

The donor paid leave shall be funded through the lost vacation accrual account. (Ord. 06-03 § 3)

2.62.170: LEAVES OF ABSENCE: 

Leaves of absence without pay must be granted by the appointing power, upon request of the employee, subject to the approval of the appointing authority and the mayor and the provisions of this section. Except in the case of military leave, the appointing power should exercise discretion in granting leaves of absence, taking into consideration good conduct, length of service, efficiency of the employee and the sufficiency of the reasons for requesting the leave.

A. Leaves Of Absence Without Pay; Generally:

1. A leave of absence without pay is an approved temporary absence from work in which the employee does not lose status as a regular employee. However, the employee's anniversary date (for purpose of performance evaluation and merit increase) and hire date (for purposes of vacation accumulation rates and seniority status) will be moved ahead by the number of working days between the time that the employee's name is removed from the payroll records and the day the employee returns from leave of absence.
2. Leave without pay may be considered for reasons of disability, personal reasons, or military service. To be eligible, employees must express in writing the proposed date the requested leave is to commence and the estimated date on which the employee expects to return to work.
3. An employee may petition the human resource director after receiving approval from the appropriate department/division head to take a leave without pay, without first using all sick and vacation hours. Approval will be handled on a case by case basis.

B. Disability Leave Without Pay: For the purpose of this chapter, "disability" is defined as an illness, physical or mental impairment, or pregnancy or complications related to pregnancy that prevents an employee from performing the essential functions of the job.

1. Procedure:

- a. Employee requests the leave as far in advance of the requested start date as possible;
 - b. Employee must contact the supervisor prior to the scheduled expiration date of the leave giving the specific date which the employee plans to return to work. If the employee fails to return to work or receive approval for extended leave under policy guidelines, employment is automatically terminated as of the last day of the approved leave;
 - c. The department head may request that the leave begin earlier than the date requested by the employee in order to ensure satisfactory performance of job duties.
2. Approval: Department heads may approve leave up to ten (10) days annually. The mayor and human resource director may approve leaves exceeding ten (10) days up to a maximum of one year based upon recommendation of the department head. Upon good cause shown, the mayor may extend any leave of absence without pay upon recommendation of the department head.
 3. Position Guarantee: Employees taking a disability leave without pay will be guaranteed a position of like status and pay for a period up to ninety (90) days from the last active day of work. For a leave exceeding ninety (90) days, the job guarantee will apply for the additional period of actual disability, and must be supported by a physician's statement.
 4. Required Physician's Statement: The city reserves the right to require a physician's statement and/or medical examination by a physician of its choosing, at city expense, relating to the granting of disability leave, extension of disability leave, or return to work.

C. Personal Leave Without Pay:

1. Request Considerations: Eligible employees' requests for a leave of absence without pay for personal reasons will be considered on an individual basis at the city's discretion. The major factors to be considered are:

- a. The reason for the request;
 - b. Length of service of the employee;
 - c. Performance record of the employee;
 - d. Probable extent of the leave.
2. Approval: Department heads may approve personal leave without pay for up to ten (10) days annually. The mayor and human resource director must approve such leaves exceeding ten (10) days, up to a maximum of one year. Upon good cause shown, the mayor may extend any leave of absence without pay upon recommendation of the department head.
 3. Position Guarantee: There is no job guarantee for employees taking personal leave without pay. However, the city will make every effort to place employees if a suitable opening exists, funds are available, and if the employee contacts the supervisor two (2) to four (4) weeks prior to the expiration of the leave.

D. Military Service Leave:

1. A military leave of absence without pay will be granted to any employee who enters any branch of the United States armed services (uniformed services). The employee will be reinstated to the same or a comparable position if application for reemployment is made within ninety (90) calendar days of the date of an honorable discharge. Service members who have been hospitalized or are convalescing related to injury or illness incurred by military service, may have up to two (2) years to recover before they must apply for reemployment.
2. Murray City will continue to make retirement contributions for a total and maximum amount of five (5) years as if the returning veteran had not been absent from work.
3. Any full time regular employee who is a member of the organized U.S. army, air force, navy, coast guard, marine reserves or state national guard shall be permitted paid leave for up to fifteen (15) days' active duty training per calendar year and shall be compensated at his/her regular base rate of pay from the city. This leave shall be in addition to annual vacation leave with pay.
4. Any full time regular employee who is called up to active duty by presidential order will be provided the following benefits:
 - a. Subject to availability of funds, the city will pay the difference between the employee's regular pay at time of call up and their military pay, for a period not to exceed twenty four (24) consecutive months.
 - b. The city will continue to pay its share of the insurance premium for medical, dental, and basic life insurance, for a period not to exceed twenty four (24) consecutive months. The employee must notify the city, in writing, if employee wants to continue city insurance coverage. The employee also has the option of using accrued vacation time to pay for their portion of the insurance premium.
5. Employee notice for military leave must be given to the department/division head usually accompanied by a copy of the employee's military orders no later than two (2) calendar weeks prior to the commencement of leave.
6. Military leave will not be considered hours worked for the purposes of computing overtime.

E. Family And Medical Leave Act (FMLA 29 CFR Part 825):

1. Under the FMLA, up to twelve (12) weeks of unpaid leave shall be authorized to employees for birth, adoption, placement of a foster child or for a serious health condition of the employee, or care of a spouse, dependent child (under 18 years or disabled) or a parent of the employee with a serious health condition.
2. The twelve (12) weeks of unpaid leave shall be based on the twelve (12) month period measured forward from the date the employee's first FMLA leave begins.
3. To be eligible for FMLA leave, an employee must have been employed by the city at least twelve (12) months, and have worked at least one thousand two hundred fifty (1,250) hours within the previous twelve (12) month period.
4. Leave to care for a new child must be taken within one year of the birth or placement for adoption or foster care.
5. The city shall require the employee to substitute any of the employee's accrued paid vacation leave or sick leave which may be used only for employee's own illness or to care for a seriously ill member of the employee's immediate family for any part of the twelve (12) week leave period identified above, except as otherwise allowed under subsection A3 of this section.
6. If spouses are both employed by the city and seek leave for the birth of a child, placement for adoption or foster care or to care for a parent with a serious health condition, their combined leave is limited to twelve (12) weeks.
7. When medically necessary, due to a serious health condition, leave may be taken on an intermittent, reduced workweek or daily hours basis.
8. Leave taken for purposes of childbirth, adoption, placement for adoption or foster care shall not be taken by an employee on an intermittent or reduced workweek or daily hours basis unless it is mutually agreed to by both employer and employee.
9. If the need for leave is foreseeable, the employee should give at least thirty (30) days' notice, before the leave is to begin, that the employee intends to take leave. If the situation requires leave to begin in less than thirty (30) days, the employee should provide such notice as soon as possible.
10. An employee returning from leave will be reinstated to the same job or an equivalent position.
11. An employee on an unpaid family or medical leave will be retained on the city health plan on the same conditions as active employees.
12. Employees who fail to return to work after family and medical leave shall reimburse the city for health plan premiums paid in behalf of the employee.
13. The city shall require medical certification for leaves based on employee or family member illness and may also require a second medical opinion at the city's expense, and a fitness for duty report to return to work.

F. Benefits Status For All Leaves Of Absence:

1. Time on leave is not considered time worked. Therefore, vacation and sick leave credits do not accrue while on a leave of absence without pay. The effect of military leave will be determined under the law in effect when the military leave is taken.

2. Life, medical and dental insurance coverage may be continued while on leave without pay if the employee pays the full premium except as otherwise provided by law. A check covering the amount of the total insurance premiums due for the expected time an employee is on leave should be made payable to the city.
3. If an employee elects to discontinue insurance coverage during leave of absence without pay, the employee must reapply for insurance upon return from leave. Coverage will become effective on the date of reemployment, and the returning employee will be subject to any preexisting condition insurance provisions which may then apply. (Ord. 06-03 § 2: Ord. 03-17 § 2: Ord. 02-40 § 2: Ord. 00-22 §§ 5, 6: Ord. 99-31 § 1)

2.62.180: BEREAVEMENT LEAVE.

All regular, full time and part time employees will receive five (5) days (up to 40 hours) of paid leave and time off for the death of the employee's spouse, children, or stepchildren, and three (3) days (up to 24 hours) of paid leave and time off for a death of a mother, father, brother, sister, stepparent, grandchild, grandparent, spouse's grandparent, mother-in-law and father-in-law, sister-in-law and brother-in-law, and daughter-in-law and son-in-law. The employee must notify his/her supervisor of the situation as soon as possible. (Ord. 06-34 § 2: Ord. 01-06 § 2: Ord. 99-31 § 1)

2.62.190: DEATH BENEFITS.

- A. Notwithstanding any other provisions of this code, the estate of any employee who is killed in the line of duty as a result of a violent accident or by the intentional acts of another person or who dies as a result of injuries so sustained shall receive from the city the sum of ten thousand dollars (\$10,000.00).
- B. PEHP will provide an additional fifty thousand dollar (\$50,000.00) line of duty death benefit, if the employee was covered at time of death under the city paid, basic life insurance plan and the death resulted from external force, violence, or disease occasioned by an act of duty as a public employee.
- C. If any employee dies while covered under a city medical/dental plan that includes dependent coverage, the dependent coverage shall continue after being reenrolled on COBRA¹, with the city paying the full premium. However, each dependent's fully paid premium benefit shall terminate on the earliest of the following:
 1. Six (6) months after the employee's death; or
 2. In the case of a spouse, the date that the spouse remarries or becomes eligible for medicare; and
 3. In the case of a dependent child, the date the child ceases to be a dependent; or
 4. When any of the deceased's dependents become covered under any other group insurance plan. (Ord. 04-20 § 6: Ord. 99-31 § 1)

2.62.200: TUITION ASSISTANCE: 

The city recognizes the importance of employee educational growth to maintain and advance professional, technical, and managerial competence and to prepare employees for promotional or career change opportunities within the city.

A. Policy:

1. Through the tuition assistance program, the city may provide assistance to employees who:
 - a. Undertake a course of study which leads to an associate's, bachelor's or master's degree in an occupation for which the city normally recruits employees; or
 - b. Class work in an area which relates to the employee's field of work.

B. Standards:

1. All classes/courses must be offered by institutions accredited by the accrediting agency evaluation branch of the U.S. department of education and/or the council of higher education accreditation.
2. Participants in the tuition assistance program will do so on their own time and are not to receive pay for time spent in attendance at course work authorized under this program.
3. Irregular work schedules may be authorized by the supervisor upon review of the employee's written request.
4. Tuition assistance will only be provided for courses receiving prior approval from the employee's immediate supervisor, department head, human resource department and mayor.
5. To qualify for tuition assistance, employees must meet the following employment conditions:
 - a. The employee must have completed probationary status.
 - b. The employee must be on the payroll at the beginning and at the end of the course.
 - c. The employee must be working for the city a minimum of thirty (30) hours per week.
 - d. A letter grade of C or better must be achieved. In courses that are ungraded, satisfactory completion is necessary to qualify for tuition assistance.
 - e. The course must qualify under this chapter.
 - f. The employees must not have been required to repay funds under this program within six (6) months of a new request for tuition assistance.
6. The city authorizes tuition assistance for an approved course on the following basis:
 - a. One hundred percent (100%) for a grade of C or higher.
 - b. Fifty percent (50%) for ungraded courses satisfactorily completed.
 - c. Each employee who is qualified for this program will be eligible to receive up to a maximum of two thousand two hundred dollars' (\$2,200.00) tuition assistance per calendar year.

7. Travel costs to and from the course, the cost of books and lab fees are not eligible under this policy.
8. Tuition assistance will not be granted to an employee receiving financial aid for the same course under a veteran's benefit program, scholarship, grant, or other educational subsidy.
9. If an employee voluntarily terminates employment with the city within one year after completing a course, the employee must repay the tuition assistance for that course. Such repayment can be withheld from an employee paycheck if deemed necessary.

C. Procedure For Participation In The Program:

1. Before taking a course, the employee must submit a written request for tuition assistance to the employee's immediate supervisor at least two (2) weeks prior to the beginning of the course. The request shall describe the educational institution, the course name, the cost of the course and the start/completion dates.
2. The supervisor shall evaluate the request and forward it to the department head with a recommendation. The department head shall evaluate the request and forward it to the human resource department with a recommendation.
3. The human resource director shall review the request. If it meets all the eligibility criteria, the director shall forward it to the mayor for final approval.
4. Upon final approval the finance department shall issue a check for the amount of the course up to the two thousand two hundred dollar (\$2,200.00) annual limit, made payable to both the employee and the school/institution.
5. Upon completion of the course, the employee shall submit proof of the earned grade to the human resource director within ten (10) working days after the course completion date. For the purposes of this section "course completion" shall mean the date on which the educational institution issues course grades. If the employee fails to submit proof of the earned grade within ten (10) days after course completion, the employee shall repay the city the entire amount of tuition assistance.

D. Funding:

1. Funds for the tuition assistance program shall be contained in the budget of the finance department.
2. The mayor shall propose to the municipal council the amount needed to fund the program as a part of the budget package.
3. The municipal council shall fund the tuition assistance program.

E. Payment: The cost, including employee travel time and expenses, for any mandatory education courses and similar training which may be required of an employee by a department shall be paid in full by that department from its annual budget. The expense of mandatory education is not eligible under this policy. (Ord. 04-20 § 7; Ord. 02-05 § 2; Ord. 99-31 § 1)

2.62.210: JURY DUTY: 

Regular full time employees who are called to serve on a jury will be granted a leave of absence with pay. Ample notice should be given by an employee who is called for jury duty to arrange for a replacement. Verification of jury duty will be required. Jury duty does not require constant court attendance in many instances. When this is the case, the employee should report back to work. Jury duty is not charged against paid leave accrual. (Ord. 99-31 § 1)

2.62.220: PERSONNEL FILES:

- A. The human resource office shall maintain a personnel record for each employee of the city. Information of a derogatory nature shall not be placed in the personnel record unless the affected employee has been provided a copy thereof and has had an opportunity to respond. Employees shall have the right to comment on any item in their personnel record. These comments shall be retained with the information in the personnel record. Furthermore, any employee may petition the human resource director to remove any evidence of adverse employment action from that employee's personnel file, which evidence shall be purged from the file, provided:
1. The employee has had no adverse personnel action, including the action sought to be purged, within the five (5) years previous to the request; and
 2. The adverse action does not relate to an act or omission by the employee which would constitute a crime under city, state or federal law.
- B. Employees shall have the right to review their own personnel record as provided by personnel administration procedure. Unless written permission is provided by the employee, or if otherwise required by law, no information shall be disclosed from the personnel record of a current or former employee other than the employee's job departmental assignment. The human resource department personnel, mayor, employee's department head, employee's department head designee and city attorney may review personnel records as necessary. (Ord. 99-31 § 1)

2.62.230: BONUS PROGRAM FOR RED LINED EMPLOYEES:

- A. Incentive Program: There is established an incentive bonus program for all regular full and part time red lined employees. The program shall be administered by the human resource department in accordance with the following guidelines:
1. The eligible employee must have received a current annual performance evaluation with a final overall rating of "high performer" or above;
 2. The cash bonus shall be reviewed and established annually, based upon availability of funds, and shall be noncumulative;
 3. All payments represent taxable compensation and appropriate payroll taxes shall be withheld from each bonus payment;

4. The incentive bonus shall be paid in the month the employee's annual evaluation is due;
5. The red lined employee must qualify for an incentive bonus every year.

B. Definitions: For purposes of this section, the following terms shall be defined as follows:

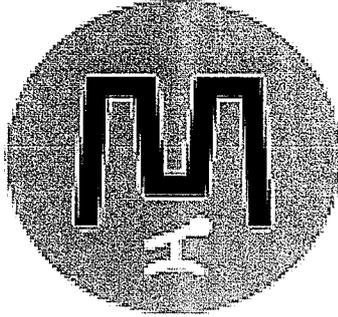
1. "Bonus" means a noncumulative cash award paid for performance and productivity which exceeds expectations;
2. "Eligible red lined employee" means during their annual evaluation month and the eleven (11) consecutive months preceding the evaluation, the employee has:
 - a. Been at the top of the range; and
 - b. Not received a market adjustment, merit or promotion. (Ord. 07-26 § 3: Ord. 06-31 § 2: Ord. 04-20 § 8: Ord. 00-22 § 7: Ord. 99-31 § 1)

2.62.240: PENALTIES:

- A. A violation of the provisions of this chapter shall be grounds for disciplinary action, ranging in severity up to and including suspension or discharge from the career or public safety service.
- B. Any person who has violated any provision under this chapter shall, for a period of five (5) years, be ineligible for employment in the career or public safety service. If an appointed officer or employee of the city, the person shall forfeit the office or position. (Ord. 08-22 § 2)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: Qualified dependent beneficiaries enrolled on COBRA may elect, at their own expense, to stay on the plan for an additional period of up to 30 months.



MURRAY
CITY COUNCIL

Discussion Item #5

Murray City Municipal Council Request for Council Action

INSTRUCTIONS: The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda.)

Locally Preferred Alternative for Bus Rapid Transit (BRT)

2. **KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)
Well Maintained, Planned and Protected Infrastructure and Assets

3. **MEETING, DATE & ACTION:** (Check all that apply)

Council Meeting OR Committee of the Whole

Date requested: January 22, 2013

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy?

Resolution (attach copy)

Has the Attorney reviewed the attached copy?

Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy?

Appeal (explain) _____

Other (explain) _____

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)

Not Applicable

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)

See attached memo

6. **REQUESTOR:**

Name: Tim Tingey

Title: Director, Administrative & Development Services

Presenter: Same

Title:

Agency:

Phone: 801-264-2680

Date: January 8, 2013

Time:

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director: [Signature] Date: 1/8/13

Mayor: _____ Date: _____

8. **COUNCIL STAFF:** (For Council use only)

Number of pages: _____ Received by: _____ Date: _____ Time: _____

Recommendation: _____

9. **NOTES:**



MURRAY CITY CORPORATION
ADMINISTRATIVE &
DEVELOPMENT SERVICES

B. Tim Tingey, Director

Building Division
Community & Economic Development
Geographic Information Systems

Information Technology
Recorder Division
Treasurer Division

TO: Murray City Council
FROM: Tim Tingey, Director of Administrative and Development Services
DATE: January 8, 2013
SUBJECT: Locally Preferred Route for Bus Rapid Transit (BRT)

Representatives from Utah Transit Authority (UTA) will be in attendance to present a proposed resolution for the locally preferred BRT route as part of the environmental study report. The proposed route will connect the Murray City Center District to Salt Lake Community College.

Feel free to contact me at 801-264-2680 if you have any questions.

Adjournment

Council Meeting

6:30 p.m.

Call to Order

Opening Ceremonies:

Pledge of Allegiance

Special Recognition #1

Murray City Municipal Council Request for Council Action

INSTRUCTIONS: The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda.)

MURRAY CITY COUNCIL EMPLOYEE OF THE MONTH – JANUARY 2013
CAREN LOPEZ – CUSTOMER SERVICE SUPERVISOR

2. **KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)
Responsive and Efficient City Services

3. **MEETING, DATE & ACTION:** (Check all that apply)

Council Meeting OR Committee of the Whole

Date requested January 22, 2013

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy? _____

Resolution (attach copy)

Has the Attorney reviewed the attached copy? _____

Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy? _____

Appeal (explain) _____

Other (explain) Special Presentation

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)

6. **REQUESTOR:**

Name: Janet Lopez

Title: Council Administrator

Presenter: Tim Tingey

Title: Murray City ADS Director

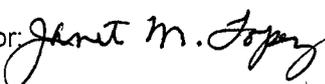
Agency: Murray City Corporation

Phone: 801-264-2680

Date: January 10, 2013

Time:

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director:  Date:

Mayor: _____ Date:

8. **COUNCIL STAFF:** (For Council use only)

Number of pages: _____ Received by: _____ Date: _____ Time: _____

Recommendation: _____

9. **NOTES:**

See attached recommendation by Tim Tingey.

EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

DATE:

Administrative and Development Services

December 27, 2012

NAME of person to be recognized:

Submitted by:

Caren Lopez

Tim Tingey

DIVISION AND JOB TITLE:

Treasurer Division-----Customer Service Supervisor

YEARS OF SERVICE:

17

REASON FOR RECOGNITION:

Our utility billing customer service staff have the very challenging task of preparing and distributing all billing statements and ensuring that all account transactions are accurate and timely. They also take payments, field customer questions/concerns and deal with a variety of other issues associated with the billing process. Caren Lopez oversees this process, manages staff responsible for these efforts, and is constantly concerned with providing effective and professional customer service for our citizens. I have regularly observed her skills in dealing with citizen and customer complaints and am amazed at her knowledge and abilities to communicate and handle difficult customer concerns. She also sets a positive example for her staff and regularly goes above what is expected in her position to monitor the accuracy of mailings. Over the past few months, she has worked tirelessly to shoulder the load of training three new staff members while carrying on with the demands of the day to day work. She is truly one of the exceptional employees that we have in Murray. Her dedication and expertise make a positive difference for our community and her efforts are to be commended.

COUNCIL USE:

MONTH/YEAR HONORED *January 22, 2013*

Citizen Comments

Limited to three minutes, unless otherwise approved by the Council.

Consent Agenda

Murray City Municipal Council

Request for Council Action

INSTRUCTIONS: The City Council considers new business items each Tuesday in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 107, no later than 5:00 p.m. on the Tuesday one week before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages.

1. **TITLE:** (State how it is to be listed on the agenda)
Consider confirmation of the Mayor's **reappointment** of **Kathy Houston** to the **Murray Heritage Center Advisory Board** in an **At-Large** position while residing in District 2 to a **second three-year term** effective **2/1/2013 to 2/1/2016**

2. **ACTION REQUESTED:** (Check all that apply)

Discussion Only
 Ordinance (attach copy) Has the Attorney reviewed the attached copy?
 Resolution (attach copy) Has the Attorney reviewed the attached copy?
 Public Hearing (attach copy of legal notice) Has the Attorney reviewed the attached copy?
 Appeal (explain) _____
 Other (explain) Consent Calendar

3. **WHEN REQUESTED:** (Explain when action on this proposal is needed by and why)
January 22nd 2013

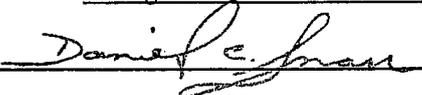
4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)
None

5. **RELATED DOCUMENTS:** (Describe all minutes, exhibits, maps, plats, etc., accompanying this proposal and whether or not each is attached)
BIO attached

6. **REQUESTOR:**

Name: Susan Gregory Title: Director of Heritage Center
Presenter: Daniel C Snarr Title: Mayor
Agency: Heritage Center Advisory Board Phone: 284-4237
Date: January 16th 2013 Time: _____

7. **APPROVALS:** (If submitted by city personnel, the following signatures are required, and indicate (1) each has reviewed and approved the proposal, (2) all preparatory steps have been completed, and (3) the item is ready for Council action)

Head of Department: Doug Hill Date: January 16th 2013
Mayor:  Date: January 16th 2013

8. **COUNCIL STAFF:** (For Council use only)

Number of pages _____ Number of copies submitted _____
Received by: _____ Date: _____ Time: _____
Recommendation: _____

9. **NOTES:**

Kathy Houston will continue serving on the **Heritage Center Advisory Board** for a **second and final three-year term** effective **February 1st 2013 to February 1st 2016**

BIO for Kathy Houston

My name is Kathy Houston and I have been a resident of Murray for 16 years. I have worked as a supervisor in the Health Insurance Industry in Health Claims and Customer Service. My last full time position was with Intermountain Health Care in the accounting department as an auditor. I also worked part time for The Red Cross Blood Services, scheduling appointments.

My husband and I enjoy golfing together and I enjoy a variety of activities which have led me to the Heritage Center. I take a painting class and I'm a volunteer for the Pen Pal Program. I have also helped with some of the Holiday activities at the Center. I am pleased that the Center oversees high quality for all of it's functions. I would be happy to serve as a volunteer on the Advisory Board.

Thank you,

Kathy Houston
5606 S. Allendale Drive
Murray, UT 84123

khouston44@comcast.net
801-262-7883

Charlotte Jensen Cox

I was born and raised in the northern Wyoming town of Cowley and attended elementary and high school there. After graduation I attended and graduated from Central Business College in Denver, Colorado. I worked for Allstate Insurance in Denver. Richard Cox and I were married in Denver in 1954, but soon moved to Salt Lake City. Dick was stationed at the Tooele Ordinance Depot and Hill Field. After his discharge from the U.S. Air Force we lived in Sherwood, Oregon, for a time. We moved back to the Salt Lake area and bought our home in Murray in 1958. He passed away in 1990.

We have five children: Phil, Jeff, David, Paul, and Leslie. I have 13 grandchildren, 11 of them are boys. I have nine great grandchildren, seven boys and two girls. Girls are hard to get in my family.

I have worked for both Universal and Paramount Film and Allstate Insurance while living in Salt Lake. I worked for the Murray Library for 13 years, my last position as executive secretary. I retired in 2000 and enjoy spending time with my family, reading, crocheting, and scrapbooking. I am an active member of the Church of Jesus Christ of Latter-day Saints.

I enjoy spending time at the Heritage Center taking various classes. I like the variety of classes offered. I have been taking the strength conditioning class for the past 12 years. I have made some great friends.

Murray City Municipal Council

Request for Council Action

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1. **TITLE:** (State how it is to be listed on the agenda)
Consider confirmation of the Mayor's new appointment of **Judy Baxendale** to the **Murray Heritage Center Advisory Board** in an **At-Large** position while residing in District 3 to a **first three-year term** effective **2/1/2013** to **2/1/2016**

2. **ACTION REQUESTED:** (Check all that apply)

Discussion Only
 Ordinance (attach copy)
Has the Attorney reviewed the attached copy?
 Resolution (attach copy)
Has the Attorney reviewed the attached copy?
 Public Hearing (attach copy of legal notice)
Has the Attorney reviewed the attached copy?
 Appeal (explain) _____
 Other (explain) Consent Calendar

3. **WHEN REQUESTED:** (Explain when action on this proposal is needed by and why)
January 22nd 2013

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)
None

5. **RELATED DOCUMENTS:** (Describe all minutes, exhibits, maps, plats, etc., accompanying this proposal and whether or not each is attached)
BIO attached

6. **REQUESTOR:**

Name: <u>Susan Gregory</u>	Title: <u>Director of Heritage Center</u>
Presenter: <u>Daniel C. Snarr</u>	Title: <u>Mayor</u>
Agency: <u>Heritage Center Advisory Board</u>	Phone: <u>284-4237</u>
Date: <u>January 16th 2013</u>	Time: _____

7. **APPROVALS:** (If submitted by city personnel, the following signatures are required, and indicate (1) each has reviewed and approved the proposal, (2) all preparatory steps have been completed, and (3) the item is ready for Council action)

Head of Department: Doug Hill Date: January 16th 2013

Mayor:  Date: January 16th 2013

8. **COUNCIL STAFF:** (For Council use only)

Number of pages _____ Number of copies submitted _____
Received by: _____ Date: _____ Time: _____
Recommendation: _____

9. **NOTES:**

Judy Baxendale will begin serving on the **Heritage Center Advisory Board** to fill the soon-to-be expired term of **Velma Klefner**, who will have served well and faithfully to term limits on 2/1/2013

Judy Baxendale
334 Clark Street
Murray, UT 84107
judybax@aol.com

801-842-2422

BIO from a write-up about Judy in the Heritage Center Newsletter

Congratulations & Thank You, Judy Baxendale

The Heritage Center is very lucky to have such a great volunteer in Judy Baxendale. You can find Judy at the Front Desk on Thursday evenings helping with the Social Dance. Judy enjoys the music on Thursday nights (even though she has to listen from the front desk.) She is friendly, helpful, and a great resource to the Heritage Center.

The Center is pleased to share some of Judy's life stories. Like most people that come to the center, they have had some bumps in the road and one may say that Judy has had more than her fair share.

Judy came into this world on May 2, 1942 at the Cottonwood Maternity Hospital. She was born to Sterling and Ethel Swensen. Her dad owned Swensen Brothers Painting Company and rumor has it, her dad painted most of the houses in Murray in his day. He painted until he was 72 years old. Judy had three other siblings and most of her life has been spent in Murray, Utah.

She graduated from Murray High School in 1960. During high school she worked as a cashier at the Murray Theater and also at the Arctic Circle. She had her eye on this 1956 White Ford Fairlane. She just had to have it! She made \$0.75 per hour and that money paid for her \$1200 car. She enjoyed drag racing down State Street in those days.

Judy favored secretarial classes in high school and was offered a job at the Hill Air Force right after high school. She married her husband Jim Baxendale in 1962. They were blessed with four children. Judy's oldest daughter passed away in 1981. In 1990 she lost her husband and son; they were in a fatal boating accident.

Judy worked for the State of Utah and also Salt Lake County Aging from 1992-2009. She also spent a great deal of her time as a volunteer and a Room Mother in her children's classes, Murray District PTA President, and has been on many different Civic Boards over the years.

Judy's greatest joy is her children, riding her 4 Wheeler, and giving back to the community. Her greatest passion in life is spending time with her children and her six grandchildren. She is their # 1 baby sitter; she has traveled a great deal with her children and her grandchildren.

Thank you Judy! Judy will be honored at the Volunteer Banquet on July 19th.

Rod Young

Rod Young – A Utah Man Sir!

The story of Rod Young

Chemistry.

That's where Rod's story has a beautiful beginning. South High School, senior year, chemistry class—the stage is set. His bumbling locker buddy spilled acid in their locker and forced Rod to find a new spot. He looked around the room and spotted her and found his new spot. Her long blond hair, gleaming wide smile, and exuberant beautiful personality sparked an instant chemical reaction. It was a chemical reaction strengthened in 1975 when they were married in the Salt Lake Temple. And in 37 years of marriage, that chemical reaction is still just as strong today as it was their senior year in that South High chemistry class. See, I told you this is a beautiful beginning to Rod's story. It's all about chemistry.

Now, Rod did have a life before that fateful day in chemistry class. He grew up in the Glendale area of Salt Lake City. It was a great place with lots of kids, great neighbors, and with a park and swimming pool nearby, there were always plenty of things to do. One bit of trouble he did get into was the time he was with some friends and his friends decided to shoplift from the local 7-11. The store manager caught them and gave them a good talking to and then he had an even better talking to from his parents. His fondest memory of his youth is that of playing baseball under the tutelage of his older brother. One year when everything came together just right, they made it to the Western Boys Baseball Association World Series. When he was old enough to find a job, he landed the perfect job at Der Weinerschnitzel. Perfect because he didn't have to spend his hard-earned money on gas to fuel his car to drag State Street to look at all the pretty girls (and by the way, this was before that fateful day in chemistry class).

When he realized his childhood dreams of becoming a rich and famous athlete were not going to come to fruition, he joined the regular job workforce. After a number of years he was laid off, and this is when he learned about the funeral profession. A good friend of his suggested to Rod to look into the mortuary business. He was a little taken back by it. I mean it's not the first line of work people usually think of. But, he had a father-in-law who had worked at Deseret Mortuary for some time and sought him for advice. After some thought, the idea of becoming a funeral professional captured his attention. His father-in-law put in a good word with the general manager of Memorial Mortuaries & Cemeteries, Brandon Burningham. Soon after, Brandon met with Rod to discuss position availability. Rod started as a service coordinator and helped maintain the mortuary vehicles. Eventually, it led to his current position as Community Outreach Representative.

His favorite pet was a family dog named Tippie. He had Tippie all the time his children were growing up. He's a simple man whose favorite food is meat and potatoes with a bowl of chocolate ice cream for dessert. Of course his favorite color is red. In fact, if Rod is ever front page news, he hopes the headline will read: Rod Young Donates State-of-the-Art Basketball Arena and Football Stadium to U of U.

We're glad to have Rod as part of our Memorial family. We know he brings great chemistry to our company and to our families.

Rod Young

Memorial Cemeteries & Mortuaries

Community Outreach Representative

rodney.young@memorialutah.com

www.memorialutah.com

Murray City Municipal Council

Request for Council Action

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1. **TITLE:** (State how it is to be listed on the agenda)
Consider confirmation of the Mayor's new appointment of **Jan Evans** to the **Murray Power Advisory Board** in an **At-Large** position while living in District 5 to **complete** the remaining time of Ken White's **three-year** term (as he resigned on August 2nd 2012) effective immediately **January 22nd 2013** to **June 1st 2014**

2. **ACTION REQUESTED:** (Check all that apply)
- Discussion Only
 Ordinance (attach copy)
Has the Attorney reviewed the attached copy?
 Resolution (attach copy)
Has the Attorney reviewed the attached copy?
 Public Hearing (attach copy of legal notice)
Has the Attorney reviewed the attached copy?
 Appeal (explain) _____
 Other (explain) Consent Calendar

3. **WHEN REQUESTED:** (Explain when action on this proposal is needed by and why)
January 22nd 2013

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)
N/A

5. **RELATED DOCUMENTS:** (Describe all minutes, exhibits, maps, plats, etc., accompanying this proposal and whether or not each is attached)
Resume/BIO attached

6. **REQUESTOR:**
- Name: Dan Snarr Title: Mayor
Presenter: Dan Snarr Title: Mayor
Agency: Power Advisory Board Phone: 264-2600
Date: January 16th 2013 Time: _____

7. **APPROVALS:** (If submitted by city personnel, the following signatures are required, and indicate (1) each has reviewed and approved the proposal, (2) all preparatory steps have been completed, and (3) the item is ready for Council action)

Head of Department: Dan Snarr Date: January 16th 2013

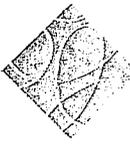
Mayor:  Date: January 16th 2013

8. **COUNCIL STAFF:** (For Council use only)

Number of pages: _____ Number of copies submitted: _____
Received by: _____ Date: _____ Time: _____
Recommendation: _____

9. **NOTES:**

Jan Evans will begin immediately to serve on the Murray Power Advisory Board to fill the resigned position of Ken White who served well from August 2nd 2011 to August 2nd 2012



Janice D. Evans, Ed.D

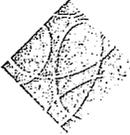
5862 Cove Creek Lane
Murray, Utah 84107
801-262-3766

Positions in Business

NCF Distributing, Murray, Utah Co-Owner	October 2012– Present
New Concept Furniture, Murray, Utah Co-Owner	October 2011– Present
Evans New Concept Furniture, Murray, Utah Sales, Public Relations, and Accounts Receivable/Payable	Oct 1988– October 2011
Take Five Drive Inn, Murray, Utah Accounts Receivable/Payable and Public Relations	October 1988– October 2009

Positions in Education

Principal Longview Elementary, Murray District, Murray, Utah	August 1998– August 2003
Director Elementary Education, Murray District, Murray, Utah	August 1986 – August 1998
Principal Horizon Elementary, Murray District, Murray, Utah	August 1984 – August 1986
First Grade Teacher Libbie Edward Elementary School, Granite District, Salt Lake City, Utah	August 1983 – August 1994
Third Grade Teacher Whittier Elementary School, Granite District, Salt Lake City, Utah	August 1982 – August 1983
Educational Consultant Harcourt Brace Javonovich Publishers Western Region Office San Francisco, California	July 1980 - August 1982
Research Fellow University of Utah	September 1979 – June 1980



Instructional Center, Staff Development
Granite School District

August 1979 – July 1980

Chapter 1/Title I Program
Granite School District & State of Utah

August 1974 - August 1989

Fourth Grade Teacher
Woodstock Elementary, Granite School District

September 1971 – June 1974

Service to Murray City

Murray Shade Tree and Beautification Commission

Fall 2003 – Present

Arbor Day Celebrations Committee Member

August 1986 – August 1998

Degrees

Ed.D University of Utah, 1979
Major – Educational Administration
Area of Specialization – Educational Law and Collective Bargaining

M.Ed University of Utah, 1974
Major – Curriculum and Instruction
Area of Specialization – Reading

B.S. University of Utah, 1971
Major – Elementary Education

Public Hearing #1

MURRAY CITY CORPORATION

NOTICE OF PUBLIC HEARING

Notice is hereby given that on January 22, 2013, beginning at 6:30 p.m. of said day in the Council Chambers of the Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will hold and conduct a Public Hearing on and pertaining to the following proposed amendments to the City's 2012-2013 Fiscal Year Budget:

1. Increase the General Fund by \$972 as revenue from a grant to the Drug Enforcement Agency and appropriate \$972 for operations in the Police Department.
2. Increase the General Fund by \$510,000 from Capital Projects Fund Reserves and appropriate \$510,000 to the Police Department to purchase police vehicles
3. Increase the General Fund by \$3,012 as revenue from the Emergency Management Performance Grant and appropriate \$3012 to the Fire Department to operate an emergency management program.
4. Increase the General Fund by \$50,000 from sales tax revenue and appropriate \$50,000 to the Parks Division for utilities.
5. Increase the General Fund by \$39,557 as a carry forward from the fiscal year 2011-2012 budget and appropriate \$39,557 to the Public Services Department for the purchase of a salter.
6. Increase the General Fund (Class C Road Funds) by \$100,000 from funds released by the Utah Department of Transportation and appropriate \$100,000 for road improvements(design phase) in the Public Services Department.
7. Appropriate from Water Fund Reserves \$75,000 for line maintenance. Appropriate from Water Fund Reserves \$410,000 for well head protection work at McGhie Springs. Appropriate from Water Fund Reserves \$450,000 for water line replacement projects.
8. Increase the Power Fund by \$2,800,000 from Power Fund Reserves and appropriate \$2,800,000 to pay off electric bonds resulting in long term interest savings.

9. Increase the Library Fund by \$500 as revenue from the Library Services and Technology Act grant and appropriate \$500 for books in the Library.
10. Transfer from the General Fund to the Capital Projects Fund \$1,200,000 representing payment in full by the Sports Mall of an obligation to the City.

The purpose of the hearing is to receive public comment concerning the proposed amendments to the City's 2012-2013 Fiscal Year Budget.

Dated January 4, 2013.

MURRAY CITY CORPORATION

Jennifer Kennedy, City Recorder

DATE OF PUBLICATION: January 10, 2013
PH 13-03



Memo:

To: City Council
From: Justin Zollinger, Finance Director
Date: December 26, 2012
Subject: Budget Opening 1/8/2013

The Police Department has two items that need to be added to their budget. The DEA was awarded more money for operations than originally budgeted. We receive 5 percent of what they are awarded. We received an additional \$972 from the DEA. The other budget adjustment is for police cars of \$510,000.

The Fire Department was awarded \$3,012 from the Emergency Management Performance Grant. The award is to help cover necessary expenses to operate an emergency management program.

The Parks department's utilities budget line item is on pace to be over budget by \$50,000. Two water meters were replaced and are now reading accurately (but much higher). The present budget is \$200,000 and \$160,000 has been spent through November. The funding source is to use sales tax.

Public Works was authorized in fiscal year 2012 to purchase a salter for \$39,557 but the equipment was not received until fiscal year 2013. This is a carry forward budget adjustment from the prior fiscal year.

Murray City received a legislative appropriation to rebuild 5900 South from State Street to 725 East in the amount of \$1.2 million. Public Works would like to start this project by adding \$100,000 to the improvement line item in the Class C road fund budget. UDOT is now prepared to issue a portion of these funds to Murray City to start the design phase of this project; this will be the funding mechanism for this project.

The Water Fund would like to add \$75,000 to line maintenance. There have been a number of unforeseen water line breaks that required repairs. Water would also like to add \$410,000 to line item wellhead protection. Because of unforeseen costs to stabilize and rehabilitate McGhie Springs, the original budget is not enough to cover the project costs. Although the Water Department can cover these extra cost with funds budgeted for the McGhie Well Exploration and Development project, the Water Department would prefer to get both projects completed this fiscal year. Last, the Water Department would like to add \$450,000 to line item pipe replacement projects. Because of major water line breaks on Fashion Boulevard, the Water Department decided to replace the water line between 5900 South and 6280 South before the street was repaved. In addition, the Water Department discovered during the design phase, additional funding is needed to replace a water line in Edison Avenue prior to starting the Fairbourne/Edison Avenue sewer line project this spring.

The Power Fund has an opportunity to save 1.5 million in bond interest and payments with a fiscal scenario that was outlined in your packets. For this to happen, the scenario requires 2.8 million to defease 5 percent bonds in fiscal year 2013. The 2.8 million will need to come from Power Fund reserves and this fund is in a position to do this without causing any liquidity problems.

The Library fund received a Federal grant in the amount of \$500 dollars. This grant was provided by the Library Services and Technology Act. The amount was awarded for the purchase of young adult books.

The last budget change is to move money from the General Fund to the Capital Projects Fund. This amount is for the early payoff of the Sports Mall of 1.2 million.

Budget Opening Summary

Police Department:

DEA money \$972
Police Cars \$510,000

Fire:

Emergency Management Performance Grant \$3,012

Parks:

Utilities \$50,000

Public Works:

Salter \$39,557
5900 South \$100,000

Water Department:

Line maintenance \$75,000
Wellhead protection \$410,000
Pipe replacement projects \$450,000

Power Fund:

Early bond payoff \$2,800,000

Library:

Library Grant \$500

Transfers:

Move \$1,200,000 from the General Fund to the Capital Projects Fund for the Sports Mall money

274924

NINE HUNDRED SEVENTY ONE AND 85/100 DOLLARS *****
11/15/2012 274924 \$*****971.85

4152

MURRAY CITY POLICE DEPARTMENT
5025 S STATE ST
MURRAY UT 84107-0000

PO NO	DESCRIPTION	INV DATE	INVOICE NUMBER	11/15/2012	274924
				AMOUNT	
4152	5% OF ADDITIONAL AWARD	11/14/2012	5% OF ADDIT AWA	971.85	

971.85



State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of Public Safety

D. LANCE DAVENPORT
Commissioner

COLONEL KEITH D. SQUIRES
Deputy Commissioner

November 1, 2012

Jon Harris, Coordinator
Murray City Fire Department
40 East 4800 South
Murray, Utah 84107

Dear Mr. Harris:

This letter is the official notification of your jurisdiction's FY 2012 Emergency Management Performance Grant (EMPG) Communications project allocation in the amount of \$3,012. This allocation covers the period of October 1, 2012 through July 31, 2013. The Division of Emergency Management received twenty-six applications requesting \$205,190 in funding. All twenty-six applications were funded at 100%, 75%, or 50% based on application development. This funding stream is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency and distributed by the Utah Department of Public Safety's Division of Emergency Management (DEM). The funding will assist in covering some of the expenses necessary for your local emergency management programs to be successful. Please be reminded that the grant requires a **50/50** match and therefore, you must document expenses totaling twice the amount that you are expecting to be reimbursed. The match identified on the project reimbursement form must not have been used for the traditional Emergency Management Performance Grant.

As in previous years, each jurisdiction that receives a financial assistance award is required to submit a Financial Reimbursement Form, Expense Claim Form and a Quarterly Progress Report noting activities that have occurred on a quarterly basis (Refer to the backside of the 76-10 Obligating Document for reporting requirements and deadlines). Also, be reminded that the FY 2013 EMPG awards can be directly affected by compliance to the FY 2012 EMPG Guidelines and Standards. Adherence to deadlines, submittal of all reports and completion of Performance Standards and Goals will all be factored into the FY 2013 award process.

FEMA is requiring the recipient to not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources **without their prior approval**. Recipients must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.



MEMO

To: Justin Zollinger, Finance Director
From: Doug Hill, Public Services Director
Cc: Jan Wells, Chief of Staff
Date: December 21, 2012
Subject: Budget Opening

Listed below are a few budget amendments that I am requesting for the upcoming budget opening.

- Add \$50,000 to line item 010-1102-461.21-79. Two meters in Murray Park were under-reading the amount of water that was being used. These meters were replaced and are now reading accurately. We underestimated the amount needed in the FY2013 budget. At present, \$160,000 of the \$200,000 budgeted has been spent.
- Add \$100,000 to the improvement line item in the Class C road fund budget. Murray City received a legislative appropriation to rebuild 5900 South from State Street to 725 East in the amount of \$1.2 million. UDOT is now prepared to issue a portion of these funds to Murray City to start the design phase of this project.
- Add \$75,000 to line item 051-5101-510.48-13. There have been a number of unforeseen water line breaks that required repairs.
- Add \$410,000 to line item 051-5101-510.73-11. Because of unforeseen costs to stabilize and rehabilitate McGhie Springs, the original budget is not enough to cover the project costs. Although we can cover these extra cost with funds budgeted for the McGhie Well Exploration and Development project, we prefer to not wait until next fiscal year for funding.
- Add \$450,000 to line item 051-5101-510.73-10. Because of major water line breaks on Fashion Boulevard, we decided to replace the water line between 5900 South and 6280 South before the street was repaved. In addition, as we discovered during the design phase, additional funding is needed to replace a water line in Edison Avenue prior to starting the Fairbourne/Edison Avenue sewer line project this spring.

Thank you for your assistance. Please let me know if you have any questions or concerns.

MURRAY CITY, UTAH
ELECTRIC REVENUE BOND DEFEASANCE
SERIES MARCH 1, 2013

Gross Debt Service Comparison

Date	Coupon	New D/S	OLD D/S	Savings	Fiscal Total
03/01/2013	-	2,800,000.00	(67,887.50)	(2,867,887.50)	-
06/01/2013	-	-	67,887.50	67,887.50	(2,800,000.00)
12/01/2013	-	-	67,887.50	67,887.50	-
06/01/2014	-	-	67,887.50	67,887.50	135,775.00
12/01/2014	-	-	67,887.50	67,887.50	-
06/01/2015	-	-	67,887.50	67,887.50	135,775.00
12/01/2015	-	-	67,887.50	67,887.50	-
06/01/2016	-	-	67,887.50	67,887.50	135,775.00
12/01/2016	-	-	67,887.50	67,887.50	-
06/01/2017	-	-	67,887.50	67,887.50	135,775.00
12/01/2017	-	-	67,887.50	67,887.50	-
06/01/2018	-	-	67,887.50	67,887.50	135,775.00
12/01/2018	-	-	67,887.50	67,887.50	-
06/01/2019	-	-	67,887.50	67,887.50	135,775.00
12/01/2019	-	-	67,887.50	67,887.50	-
06/01/2020	-	-	67,887.50	67,887.50	135,775.00
12/01/2020	-	-	67,887.50	67,887.50	-
06/01/2021	-	-	167,887.50	167,887.50	235,775.00
12/01/2021	-	-	65,262.50	65,262.50	-
06/01/2022	-	-	655,262.50	655,262.50	720,525.00
12/01/2022	-	-	49,775.00	49,775.00	-
06/01/2023	-	-	669,775.00	669,775.00	719,550.00
12/01/2023	-	-	33,500.00	33,500.00	-
06/01/2024	-	-	688,500.00	688,500.00	722,000.00
12/01/2024	-	-	17,125.00	17,125.00	-
06/01/2025	-	-	702,125.00	702,125.00	719,250.00
Total	-	\$2,800,000.00	\$4,067,525.00	\$1,267,525.00	-

PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings.....	3,861,222.62
Total Cash contribution.....	(2,800,000.00)
Transfers from Prior Issue Debt Service Fund.....	(67,887.50)
Net Present Value Benefit.....	\$993,335.12
Net PV Benefit / \$2,650,000 Refunded Principal.....	37.484%
Net PV Benefit / - Refunding Principal.....	-

Refunding Bond Information

Refunding Dated Date.....	3/01/2013
Refunding Delivery Date.....	3/01/2013





USL MEMORANDUM OF AGREEMENT

This Agreement is entered into by the Department of Heritage and Arts, Utah State Library Division, herein referred to as "USL", and Murray Library, herein referred to as "LIBRARY".

Murray Library
166 E 5300 S
Murray UT 84107

DUNS # _____

Vendor # _____

Contact Person: Marilyn Hurlow
Email: mhurlow@murray.utah.gov

Phone Number: _____

PURPOSE OF AGREEMENT: LIBRARY will send staff, Marilyn Hurlow or substitute, to participate in the Bureau of Education and Research's seminar entitled "What's NEW in YOUNG ADULT LITERATURE and How to Use It In Your Program (Grades 6-12)", held November 28, 2012 in Sandy, Utah. This seminar is a continuing education opportunity for staff members who work with young adults. This Agreement provides for the prepayment of the seminar registration fee of \$209.00 and \$500.00 for the purchase of young adult books, audio books or for travel reimbursement.

THEREFORE, the parties agree as follows:

1. **This Agreement must be returned to USL with all required LIBRARY initials and/or signatures by 11/21/2012.** Any exceptions must be arranged in writing via email to Julie Anderson, Contracts/Grants Analyst for USL at juanderson@utah.gov.
2. The effective dates of Agreement shall be from 11/13/2012 through 03/31/2013, unless terminated sooner in accordance with the terms and conditions herein. This Agreement may be subject to renewal with the consent of both parties.
3. The amount payable to LIBRARY by USL for the performance of activities outlined in this Agreement shall not exceed \$500.00.
4. This Agreement may be terminated with or without cause by either party with 60 days prior written notice. Upon termination of this Agreement, all accounts and payments for services rendered prior to the termination date will be processed according to established financial procedures.
5. Communication between Agreement agencies shall be directed to those individuals appointed by each agency. Any information or other correspondence regarding this Agreement shall be forwarded through the designated contact person. These individuals are as follows:

USL Contact: Matt McLain, mmclain@utah.gov, 801-715-6742

LIBRARY Contact: Marilyn Hurlow, mhurlow@murray.utah.gov,
Phone:

SCOPE OF WORK:

LIBRARY will send staff, Marilyn Hurlow or substitute, to participate in the Bureau of Education and Research's seminar entitled "What's NEW in YOUNG ADULT LITERATURE and How to Use It In Your Program (Grades 6-12)", held November 28, 2012 in Sandy, Utah.

USL will prepay for LIBRARY the cost of tuition for one staff member at \$209.00. If recipient does not send designee or other representative as proposed to seminar, the grant is forfeit and funds must be refunded to USL before December 31, 2012.

Agreement # _____

USL will issue a check in the amount of \$500.00 for purchase of young adult books, audio books or for reimbursement for travel as stipulated in the original grant request.

1. LIBRARY must provide copies of all financial documents associated with this grant project. This includes, but is not limited to: invoices, purchase orders, statements, online orders, and payments to vendors (checks or other). All financial documentation must be mailed to the Grants Coordinator on or before **April 15, 2013**, and must equal \$500.00.
2. All expenditures for the grant project must be expended by **March 31, 2013**.
3. LIBRARY is required to file brief interim reports to USL no later than January 15, 2013 unless all grant funds are expended and all project outcomes are identified prior to the reporting date and the Final Report has been received by USL. A copy of the Interim Report is attached to the MOA.
4. Final Report (including final budget information) is due to USL on or before **April 15, 2013**.
5. Any funds not expended by March 31, 2013, as outlined in Grant Application and final Grant Funding, will be reimbursed to USL by April 15, 2013.
6. Recipient will participate in a session of USL's "Thursdays Online" webinar with other participants by March 31, 2013, with dates to be determined.
7. Marilyn Hurlow (or substitute) at LIBRARY is required to fill out a Final Survey for this grant project. A copy of the Final Report is attached to the MOA. The Final Report will be submitted online under the Grants and then LSTA on USL's website at library.utah.gov. Any questions about how to process the Final Report should be directed to Steve Matthews at smatthews@utah.gov or 801-715-6722.
8. Library Services and Technology Act (LSTA) funds will be used to finance approved projects. Approved projects will be required to follow LSTA guidelines in regards to expenditure of funds and reporting standards.

ATTACHMENTS:

The following attachments are required with this MOA to comply with the aforementioned LSTA guidelines and are required for submission during project period as outlined. These documents are included in the total documentation for MOA, though received at different times during the effective dates of Agreement.

Application and/or Grant request documentation
Assurances – Non-Construction Programs (*provide to USL with initial signed originals of MOA*)
Certification Regarding Debarment and Suspension, etc. (*provide to USL with initial signed originals of MOA*)
CIPA Certification (*provide to USL with initial signed originals of MOA*)
Interim Report Template (sample provided with final MOA copy)
Final Report Template (sample provided with final MOA copy)

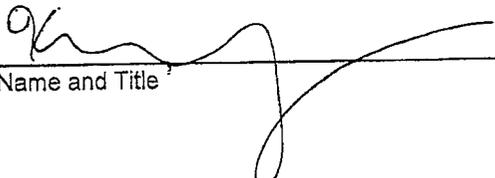
In witness thereof, the parties sign and cause this Agreement to be executed.

UTAH STATE LIBRARY DIVISION

Donna Jones Morris, Director

Date

MURRAY LIBRARY



Name and Title

11/19/12

Date

Public Hearing #2

Murray City Municipal Council Request for Council Action

INSTRUCTIONS: The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda) ORDINANCE PERMANENTLY CLOSING A PORTION OF A PUBLIC STREET AND A PORTION OF RIGHT-OF-WAY LOCATED AT HILLSIDE DRIVE AT APPROXIMATELY BETWEEN 5439 SOUTH HILLSIDE DRIVE AND 5300 SOUTH STREET, MURRAY CITY, SALT LAKE COUNTY, STATE OF UTAH.

2. **KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)
Responsive and Efficient City Services

3. **MEETING, DATE & ACTION:** (Check all that apply)

Council Meeting OR Committee of the Whole

Date requested January 22, 2013

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy?

Resolution (attach copy)

Has the Attorney reviewed the attached copy?

Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy?

Appeal (explain) _____

Other (explain) _____

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)
N/A

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)
Public Hearing Notice, Ordinance, Murray City School District Request, Notification of Record Owners and Affected Entities, attached.

6. **REQUESTOR:**

Name: Frank Nakamura

Title: City Attorney

Presenter: Frank Nakamura

Title: City Attorney

Agency: Murray City Corporation

Phone: 801-264-2640

Date: January 4, 2013

Time:

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director:

Date:

Mayor:

Daniel C. Inman Date: 1/8/2013

8. **COUNCIL STAFF:** (For Council use only)

Number of pages: _____ Received by: _____ Date: _____ Time: _____

Recommendation: _____

9. **NOTES:**



MEMORANDUM

TO: City Council

FROM: Frank M. Nakamura, City Attorney
G.L. Critchfield, Deputy City Attorney

Cc: Daniel C. Snarr, Mayor
Jan Wells, Chief of Staff

DATE: January 3, 2013

RE: Murray City School District Request that Council Vacate a Portion of Hillside Drive for the Construction of the New Hillcrest Junior High School

We have enclosed for the Council meeting on January 22, 2013, the following documents related to the Murray City School District's ("District") request that the Council vacate a portion of Hillside Drive for the construction of the new Hillcrest Junior High School:

1. District Request that Council Vacate a Portion of Hillside Drive;
2. Notice of Public Hearing;
3. Certification that the owners of real property that is accessed by the portion of right-of-way to be vacated have been notified;
4. Notice to Affected Entities;
5. Ordinance Closing and Vacating a Portion of Hillside Drive.

Please contact our office if you have any questions to discuss before the January 22nd meeting.



Dr. Steven K. Hirase
Superintendent of Schools

Murray City School District

July 12, 2012

Daniel C. Snarr, Mayor
Murray City Government Center
5025 South State Street
Murray, Utah 84107

Re: Vacation of a Portion of Hillside Street

Dear Mayor Snarr:

I am writing in follow-up to our conversations the past two years about the replacement of Hillcrest Junior High School, specifically with respect to the land upon which Hillside Street is presently located. As you know from those discussions, a primary objective of the Board of Education of the Murray City School District (the District) has been to relocate the new school to the east to eliminate the hazards and traffic congestion associated with the present location on State Street. To that end, we purchased the residential properties on both sides of Hillside Street between 5300 South and the intersection where Hillside and 235 East meet, with the goal of clearing this land and incorporating it into the plat of the new school property.

The District's architect is now ready to commence with the formal design work of the site. Following consultation with the Public Utilities Department of Murray City, we understand that a formal request for the City to vacate a portion of Hillside Street is in order and we are herewith making that request. The portion to be vacated is depicted in the accompanying plat description provided by our consulting engineer, McNeil Engineering. We further understand that, upon approval by Murray City, title to the land would transfer to Murray City School District without cost to Murray City and without cost to the School District except for the necessary utility work involved such as moving power lines and other utilities, as necessary. The District further understands that utility easements may have to be modified to accommodate this project and is prepared to fund the necessary modifications. The District agrees to work closely with the departments of Public Utilities and Engineering throughout the project. Please let me know if additional information is necessary and whether the District can assist Murray City with any public announcements or hearings, if required. Thank you.

Sincerely,

Pat O'Hara, Ed.D.

Director of Support Services

MURRAY CITY CORPORATION

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 22nd day of January, 2013, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will hold and conduct a Public Hearing on and pertaining to closing and vacating a portion of a public street and right-of-way, at Hillside Drive at approximately between 5439 South Hillside Drive and 5300 South, Murray City, Salt Lake County, State of Utah.

The purpose of this public hearing is to receive public comment concerning the proposal to close and to vacate the described portion of the public street and right-of-way.

DATED this 3rd day of January, 2013.

MURRAY CITY CORPORATION

Jennifer Kennedy
City Recorder

DATES OF PUBLICATION: January 7, 2013
PH 13-01

MAILING CERTIFICATE

PROPOSAL TO VACATE PUBLIC RIGHT-OF-WAY

Public Hearing No. _____

I hereby certify that on the ___ day of _____, 2013, a notice of the public hearing regarding the proposed permanent closure of a portion of Hillside Drive and vacation of the right-of-way at approximately between 5439 South Hillside Drive and 5300 South, Murray, Utah, in this matter was mailed by first-class mail, postage paid, to the following owners of real property that is accessed by the portion of public right-of-way proposed to be closed and vacated:

Darrell Pehrson, President
Board of Education for the Murray City School District
147 East 5065 South
Murray, UT 84107

Dr. Steve Hirase, Superintendent
Dr. Pat O'Hara, Director of Support Services
Murray City School District
147 East 5065 South
Murray, UT 84107

Mayor Daniel C. Snarr
5025 South State Street
Murray, UT 84107

Jennifer Kennedy
Murray City Recorder

NOTICE TO AFFECTED ENTITIES

Notice is hereby given that the Murray City Public Services Department is currently reviewing a proposal to permanently close a portion of Hillside Drive at approximately between 5439 South Hillside Drive and 5300 South, Murray, Utah, and to vacate the right-of-way described in the attached documents. The action of the Murray City Council vacating some or all of a street or right-of-way that has been dedicated to public use may not be construed to impair any right-of-way or easement of any lot owner or the franchise rights of any public utility which may be located in this particular right-of-way parcel.

Please contact the Murray City Public Services Department at (801) 270-2400 if you have any concerns or information which you believe may assist the City's evaluation in this matter or which may be of particular concern to your utility operation. If you prefer, you may direct your comments in writing to the Public Services Director at 4646 South 500 West, Murray, Utah 84123.

DATED this _____ day of _____, 2013.

MAILING CERTIFICATE

I hereby certify that a copy of the foregoing notice was mailed first-class, postage paid, to the following utilities on the above date:

Blaine Haacke
Murray City Power Department
153 W 4800 S
Murray, UT 84107

UTOPIA
2175 South Redwood Road
West Valley City, UT 84119

UDOT-Region 2
Attn: Alan Loiacono
2010 S 2760 W
Salt Lake City, UT 84104

Questar Gas
Quen Monsen - OC 241
P O Box 45360
SLC, UT 84145-0360

Danny Astill
Murray City Water
4646 South 500 West
Murray, UT 84123

QUESTAR GAS
Attn: Mark Miltenberger
PO Box 45360 DNR 130
SLC UT 84145-0360

Rocky Mountain Power
201 South Main Street, Suite 2300
Salt Lake City, UT 84111
Salt Lake City, UT 84140

Qwest
Right-of-way Division
250 Bell Plaza, Rm 1614
Salt Lake City, 84111

UTAH POWER & LIGHT
Attn: Kim Felice
12840 Pony Express Road
Draper UT 84020

JORDAN VALLEY WATER
Attn: Lori Fox
8125 S 1300 W
West Jordan UT 84084

UTAH TRANSIT AUTHORITY
Attn: Planning Dept
PO Box 30810
Salt Lake City, UT 84130

Comcast
1350 E Miller Avenue
Salt Lake City UT 84106

COTTONWOOD IMPROVEMENT
Attn: Lonn Rasmussen
8620 S HIGHLAND DR
SANDY UT 84093

CENTRAL UTAH WATER DIST
355 W University Parkway
OREM UT 84058

Murray City Recorder's Office

P/C AGENDA MAILINGS
"AFFECTED ENTITIES"
Updated 11/1/12

UDOT - REGION 2
ATTN: MARK VELASQUEZ
2010 S 2760 W
SLC UT 84104

UTAH TRANSIT AUTHORITY
ATTN: PLANNING DEPT
PO BOX 30810
SLC UT 84130-0810

TAYLORSVILLE CITY
PLANNING & ZONING DEPT
2600 W TAYLORSVILLE BLVD
TAYLORSVILLE UT 84118

WEST JORDAN CITY
PLANNING DIVISION
8000 S 1700 W
WEST JORDAN UT 84088

CHAMBER OF COMMERCE
ATTN: SCOTT BAKER
5250 S COMMERCE DR #180
MURRAY UT 84107

MURRAY SCHOOL DIST
ATTN: PAT O'HARA
147 E 5065 S
MURRAY UT 84107

MIDVALE CITY
PLANNING DEPT
655 W CENTER ST
MIDVALE UT 84047

SALT LAKE COUNTY
PLANNING DEPT
2001 S STATE ST
SLC UT 84190

GRANITE SCHOOL DIST
ATTN: KIETH BRADSHAW
2500 S STATE ST
SALT LAKE CITY UT 84115

UTAH POWER & LIGHT
ATTN: KIM FELICE
12840 PONY EXPRESS ROAD
DRAPER UT 84020

QUESTAR GAS
ATTN: KIM BLAIR
P O BOX 45360
SLC UT 84145-0360

COTTONWOOD IMPRVMT
ATTN: LONN RASMUSSEN
8620 S HIGHLAND DR
SANDY UT 84093

JORDAN VALLEY WATER
ATTN: LORI FOX
8215 S 1300 W
WEST JORDAN UT 84088

CENTRAL UTAH WATER DIST
355 W UNIVERSITY PARKWAY
OREM UT 84058

HOLLADAY CITY
PLANNING DEPT
4580 S 2300 E
HOLLADAY UT84117

COTTONWOOD HEIGHTS CITY
ATTN: PLANNING & ZONING
1265 E FT UNION BLVD #250
CTNWD HEIGHTS UT 84047

SANDY CITY
PLANNING & ZONING
10000 CENTENNIAL PRKWY
SANDY UT 84070

UTOPIA
Attn: JARED PANTIER
2175 S REDWOOD RD
WEST VALLEY UT 84119

UTOPIA
Attn: TOM MARRIOTT
2175 S REDWOOD RD
WEST VALLEY CITY UT 84119

GENERAL PLAN MAILINGS:

UTAH AGRC
STATE OFFICE BLDG #5130
SLC UT 84114

WASATCH FRONT REG CNCL
PLANNING DEPT
295 N JIMMY DOOLITTLE RD
SLC UT 84116

«Next Record»

«Next Record»

«Next Record»

ORDINANCE NO. _____

AN ORDINANCE PERMANENTLY CLOSING A PORTION OF A PUBLIC STREET AND VACATING A PORTION OF RIGHT-OF-WAY LOCATED AT HILLSIDE DRIVE AT APPROXIMATELY BETWEEN 5439 SOUTH HILLSIDE DRIVE AND 5300 SOUTH STREET, MURRAY CITY, SALT LAKE COUNTY, STATE OF UTAH (MURRAY CITY SCHOOL DISTRICT).

WHEREAS, the City received a petition to vacate a public street, right-of-way, or easement from the Murray City School District; and

WHEREAS, the petition requested that a portion of Hillside Drive between 5300 South and 5439 South Hillside Drive, Murray, Salt Lake County, State of Utah, be permanently closed and the right-of-way vacated; and

WHEREAS, the petition meets the requirements of U.C.A. §10-9a-609.5, 1953 as amended; and

WHEREAS, the request was made in order to facilitate the proposed construction and operation of the new Hillcrest Junior High School; and

WHEREAS, the Murray City Municipal Council finds good cause to permanently close a portion of Hillside Drive between 5300 South and 5439 South Hillside Drive, Murray, Salt Lake County, State of Utah, and to vacate the right-of-way; that the action will not be detrimental to the public interest, nor materially injure any person or the public interest; and that said portion of Hillside Drive should be permanently closed and the right-of-way vacated; and

WHEREAS, the Murray City Municipal Council finds that there is filed a written consent to the vacation by the owners of the properties adjacent to the portion of right-of-way being vacated; that affected entities have been given notice and have been consulted; that owners of record of each parcel accessed by the right-of-way have been given notice; and that notice has been published and a public hearing has been held on January 22, 2013 pursuant thereto, all as required by law.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. That a portion of Hillside Drive between 5300 South and 5439 South Hillside Drive, Murray, Salt Lake County, State of Utah, is permanently closed and the right-of-way is vacated and that the City releases any and all title, right or interest it may have in the described parcel, SUBJECT TO any easement or right-of-way of any lot owner and the franchise rights of any public utility. The portion of right-of-way hereby vacated is particularly described as follows:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 5300 SOUTH STREET AND THE EAST RIGHT OF WAY LINE OF HILLSIDE DRIVE, SAID POINT BEING SOUTH 89°52'45" EAST ALONG THE MONUMENT LINE OF SAID 5300 SOUTH STREET 885.95 FEET AND SOUTH 00°07'15" WEST 33.00 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID 5300 SOUTH STREET AND STATE STREET, SAID POINT ALSO BEING NORTH 1032.24 FEET, MORE OR LESS, AND WEST 935.78 FEET, MORE OR LESS, FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE ALONG THE SAID EAST RIGHT OF WAY LINE THE FOLLOWING (11) COURSES: (1) SOUTH 00°00'15" WEST 283.47 FEET TO A POINT OF CURVATURE, (2) SOUTHWESTERLY ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43°02'57" A DISTANCE OF 75.14 FEET (CHORD BEARS SOUTH 21°31'13" EAST 73.38 FEET) TO A POINT OF REVERSE CURVATURE, (3) SOUTHEASTERLY ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°03'04" A DISTANCE OF 120.22 FEET (CHORD BEARS SOUTH 21°31'10" EAST 117.41 FEET), (4) SOUTH 00°00'15" WEST 262.40 FEET TO A POINT OF CURVATURE, (5) SOUTHEASTERLY ALONG THE ARC OF A 131.44 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°24'27" A DISTANCE OF 28.46 FEET (CHORD BEARS SOUTH 06°11'58" EAST 28.41 FEET) TO A POINT OF COMPOUND CURVATURE, (6) SOUTHEASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°42'46" A DISTANCE OF 11.09 FEET (CHORD BEARS SOUTH 18°45'45" EAST 11.07 FEET) TO A POINT OF REVERSE CURVATURE, (7) SOUTHEASTERLY ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°22'48" A DISTANCE OF 45.75 FEET (CHORD BEARS SOUTH 16°55'30" EAST 45.58 FEET), (8) SOUTH 74°58'24" EAST 16.77 FEET, (9) SOUTH 17°43'02" WEST 85.06 FEET TO A POINT OF CURVATURE, (10) SOUTHEASTERLY ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 55°03'34" A DISTANCE OF 28.83 FEET (CHORD BEARS SOUTH 09°52'35" EAST 27.79 FEET), (11) SOUTH 37°28'14" EAST 50.00 FEET; THENCE SOUTH 52°31'46" WEST 6.44 FEET TO A POINT ON THE ARC OF A 90.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°00'05" A DISTANCE OF 20.42 FEET (CHORD BEARS NORTH 65°46'56" WEST 20.38 FEET); THENCE NORTH 72°16'58" WEST 54.00 FEET; THENCE SOUTH 66°58'34" 47.51 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HILLSIDE DRIVE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING (8) COURSES: (1) NORTH 17°43'02" EAST 100.17 FEET TO A POINT OF CURVATURE, (2) NORTHWESTERLY ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 42°50'00" A DISTANCE OF 74.76 FEET (CHORD BEARS NORTH 03°42'00" WEST 73.03 FEET) TO A POINT OF REVERSE CURVATURE, (3) NORTHWESTERLY ALONG THE ARC OF A 110.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°42'17" A DISTANCE OF 24.39 FEET (CHORD BEARS NORTH 18°45'43" WEST 24.34 FEET) TO A POINT OF COMPOUND CURVATURE, (4) NORTHWESTERLY ALONG THE ARC OF A 191.44 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°24'27" A DISTANCE OF 41.46 FEET (CHORD BEARS NORTH 06°11'58" WEST 41.38 FEET), (5) NORTH 00°00'15" EAST 262.40 FEET TO A POINT OF CURVATURE, (6) NORTHWESTERLY ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 43°03'34" A DISTANCE OF 75.14 FEET (CHORD BEARS NORTH 21°31'10" WEST 73.38 FEET) TO A POINT OF REVERSE CURVATURE, (7) NORTHWESTERLY ALONG THE ARC OF A 160.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°02'54" A DISTANCE OF 120.21 FEET (CHORD BEARS NORTH 21°31'15" WEST 117.41 FEET), (8) NORTH 00°00'15" EAST 283.60 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID 5300 SOUTH STREET; THENCE SOUTH 89°52'45" EAST ALONG SAID SOUTH RIGHT OF WAY LINE 60.00 FEET TO THE POINT OF BEGINNING.

Affected Parcel Nos:	22-07-377-003	22-07-378-001
	22-07-377-021	22-07-378-004
	22-07-377-012	22-07-378-005

22-07-377-013	22-07-378-006
22-07-377-014	22-07-378-044
22-07-377-015	22-07-378-045
22-07-377-016	22-07-378-009
22-07-377-023	22-07-378-010
22-07-377-024	22-07-378-012
22-07-377-018	22-07-378-013
22-07-377-019	22-07-378-014
22-07-377-026	22-07-378-015
22-07-377-025	

Section 2. This Ordinance shall take effect upon the first publication and filing of a copy thereof in the office of the City Recorder.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this day of _____, 2013.

MURRAY CITY MUNICIPAL COUNCIL

Chair

ATTEST:

City Recorder

MAYOR'S ACTION: Approved.

DATED this ____ day of _____, 2013.

Daniel C. Snarr, Mayor

ATTEST:

City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published according to law on the ____ day of _____, 2013.

City Recorder

**Public
Hearing #3**

Murray City Municipal Council Request for Council Action

INSTRUCTIONS: The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda)
RESOLUTION DECLARING THE PROPERTY LOCATED AT APPROXIMATELY 166 EAST 5300 SOUTH,
MURRAY CITY, SALT LAKE COUNTY, UTAH, AS SURPLUS

2. **KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)
Responsive and Efficient City Services

3. **MEETING, DATE & ACTION:** (Check all that apply)
 Council Meeting OR Committee of the Whole
 Date requested January 22, 2013
 Discussion Only
 Ordinance (attach copy)
Has the Attorney reviewed the attached copy?
 Resolution (attach copy)
Has the Attorney reviewed the attached copy?
 Public Hearing (attach copy of legal notice)
Has the Attorney reviewed the attached copy?
 Appeal (explain) _____
 Other (explain) _____

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)
N/A

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)
Public Hearing Notice and Resolution, attached.

6. **REQUESTOR:**
Name: Frank Nakamura  Title: City Attorney
Presenter: Frank Nakamura Title: City Attorney
Agency: Murray City Corporation Phone: 801-264-2640
Date: January 4, 2013 Time:

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director: _____ Date: _____

Mayor: _____ Date: _____

8. **COUNCIL STAFF:** (For Council use only)
Number of pages: _____ Received by: _____ Date: _____ Time: _____
Recommendation: _____

9. **NOTES:**



ATTORNEY-CLIENT COMMUNICATION

MEMORANDUM

TO: City Council

FROM: Frank M. Nakamura, City Attorney
G.L. Critchfield, Deputy City Attorney

Cc: Daniel C. Snarr, Mayor
Jan Wells, Chief of Staff

DATE: January 3, 2013

RE: Murray City School District Request that Council Surplus Property,
Convey Property to District, and Enter Into Long-Term Ground Lease
Agreement for the Library Property at 166 East 5300 South

We have enclosed for the Council meeting on January 22, 2013, the following documents related to the Murray City School District's ("District") request that the Council declare the Library property located at 166 East 5300 South as surplus. The District further requests that it acquire the property from the City, subject to a long-term Ground Lease:

1. District Petition that Council approve conveyance of Property to District;
2. Notice of Public Hearing;
3. Resolution Declaring Property as Surplus;
4. Resolution Authorizing the Execution of an Interlocal Agreement Between City and District to Convey Property to District, subject to Long-Term Ground Lease (Interlocal Agreement is attached to Resolution);
5. Resolution Authorizing the Execution of an Interlocal Agreement Between City and District to Provide for a Long-Term Ground Lease.

Please contact our office if you have any questions to discuss before the January 22nd meeting.

MURRAY CITY CORPORATION
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 22nd day of January, 2013, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will hold and conduct a Public Hearing on and pertaining to the following proposed disposition of the real property (land only) owned by the City and located at approximately 166 East 5300 South Street ("Property"), containing approximately 2.01 acres, and more particularly described as:

BEGINNING AT A POINT SOUTH 89°52'45" EAST ALONG THE MONUMENT LINE OF 5300 SOUTH STREET 433.86 FEET AND SOUTH 00°06'11" EAST 317.40 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID 5300 SOUTH STREET AND STATE STREET, SAID POINT ALSO BEING NORTH 745.77 FEET (747.76 FEET BY DEED), MORE OR LESS, AND EAST 1261.27 FEET (1261.38 FEET BY DEED), MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°06'11" WEST 284.40 FEET (NORTH 00°02'05" EAST 283.80 FEET BY DEED) TO THE SOUTHERLY RIGHT OF WAY LINE OF 5300 SOUTH STREET, AS MONUMENTED; THENCE SOUTH 89°52'45" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 301.62 FEET (SOUTH 89°40'10" EAST 301.74 FEET BY DEED); THENCE SOUTH 260.38 FEET (260.73 FEET BY DEED); THENCE SOUTH 89°53'00" EAST 90.32 FEET (NORTH 89°34'17" EAST 90.00 FEET BY DEED) TO THE WESTERLY RIGHT OF WAY LINE OF HILLSIDE DRIVE; THENCE SOUTH 00°00'15" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 23.23 FEET (SOUTH 22.79 FEET BY DEED); THENCE NORTH 89°59'45" WEST 391.42 FEET (WEST 391.91 FEET BY DEED) TO THE POINT OF BEGINNING.
CONTAINS 87,720 SQ. FT. OR 2.014 ACRES.

1. Declare the Property as surplus.
2. Approve the transfer of the Property to the Murray City School District ("District") pursuant to an Option to Purchase held and exercised by the District.
3. Approve a long-term ground lease of the Property between the City (as Lessee) and the District (as Lessor).

The purpose of this public hearing is to receive public comment concerning the proposed surplus and disposition of the above described Property.

DATED this 3RD day of January, 2013.

MURRAY CITY CORPORATION

Jennifer Kennedy
City Recorder

DATES OF PUBLICATION: January 7, 2013
PH 13-02

Murray City School District

December 13, 2012

Murray City Council
5025 South State Street
Murray, Utah 84107

Members of the Council:

I am writing in follow up to recent discussions between the Council and the Murray City School District (the District) concerning the replacement of Hillcrest Junior High School. In a letter dated October 30, 2012, I summarized our progress to that point in terms of the site plan, purchases of the homes on Hillside Drive, and the results of the traffic impact study that we had commissioned. In addition to the progress report, I advised the Council that our architect and our civil engineering contractor were jointly working on the easements, site plan, and application related to the Conditional Use Permit and the City's abandonment of Hillside Drive.

You will recall that two of the major benchmarks associated with the building plan are the Conditional Use Permit and the transfer of ownership of a section of Hillside Drive from Murray City to the District. The Conditional Use Permit was granted on November 15, subject to additional requirements set forth by the Planning Commission. McNeil Engineering, our civil engineering contractor is nearly complete with the work associated with both the permit and the abandonment. This work includes review of all property deeds and surveys as well as the various easements that have attached to all 23 properties within the site plan. His intent is to have a draft consolidation plat, including deletion of existing utility easements and establishment of new easements in time to meet the City's submission requirements for the January 22 Council meeting. It will be at the January 22 meeting that the Council will consider the transfer of Hillside Drive to the District.

During our discussions related to the vacation of Hillside Drive and the development of the new school site plan, we recommended that a new plat be drawn up that would incorporate the current school footprint, the land upon which Hillside rests, and the residential properties on either side of it into a consolidation plat. During the related title searches, we discovered that Murray City holds deed to the land upon which the Murray City Library sits. Heretofore, we were under the impression that we had leased the land to the city and that we had retained ownership. In fact, under a separate agreement, the land was deeded to the City in December, 1991 in an action that superseded the lease. The School Board agreed to this, at Murray City's request, as a way of assisting the City in its pursuit of favorable bond ratings for the construction of the library. The understanding was that the land would revert to District ownership upon retirement of the 20 year bond. While this transfer back to the District could have taken place any time after December 19, 2011, it has not yet occurred. We would like to assist the City in getting this accomplished as part of the transfer of Hillside Drive to the District. We will work

with Mr. Nakamura and Mr. Critchfield to ensure that the necessary documentation is completed by your January 22 Council meeting so that you might take up this issue at the same time as the transfer of Hillside Drive.

To summarize, then,

- The District has met the requirements for the Conditional Use Permit for the School and the Planning Commission approved it during the November 15 meeting.
- The District will need a quit claim deed or warranty deed conveying ownership of the library property from the City back to the District.
- The District will provide to the City's Engineering Department by December 14, a draft consolidation plat which will encompass the original Hillcrest Junior High plat with the addition of the 22 purchased residential properties on Hillside and 5300 South and the Daines property on 5300 South. The consolidation plat will contain the new utility easement corridor and delete existing easements. This plat would also include the library property.
- The City's Engineering Department will forward the draft consolidation plat with easements to the City Attorney with the City Engineer's recommendation for approval.
- The City Attorney's office will provide these materials to the City Council in time for docketing for the January 22 City Council meeting.
- The City council will consider at its January 22 meeting the vacation of the designated portion of Hillside Drive and the transfer of that property to the District. A new plat would then be finalized.

Thank you for your continuing support and cooperation. Our end product, the new Hillcrest Junior High School, will be a beautiful addition to the city and will provide many years of service to the students and parents of Murray. If the District needs to follow up with additional information or materials to assist the City Council, please let me know. Thank you.

Sincerely,



Pat O'Hara, Ed.D.

Director of Support Services

cc: Mayor Snarr

RESOLUTION NO. _____

A RESOLUTION DECLARING THE PROPERTY LOCATED AT APPROXIMATELY 166 EAST 5300 SOUTH, MURRAY CITY, SALT LAKE COUNTY, STATE OF UTAH, AS SURPLUS.

WHEREAS, the City owns property and improvements located at approximately 166 East 5300 South, Murray City, Salt Lake County, State of Utah (the "Property"); and

WHEREAS, the City agreed on December 4, 1991 to acquire the Property from the Board of Education for the Murray City School District ("District") to facilitate the financing of the construction of a public library ("Library") through local government revenue bonds ("bonds"); and

WHEREAS, the City and District further agreed that upon construction of the Library and satisfaction of the bonds, District could repurchase the property subject to the City leasing the Property to continue owning, operating, and maintaining the Library; and

WHEREAS, the City has constructed the Library and the bonds have been satisfied and the City has no further need to own the property; and

WHEREAS, District has requested that the City declare the Property surplus and to repurchase the Property from the City and to lease the Property to the City for the continued ownership, operation, and maintenance of the Library; and

WHEREAS, a public hearing was held on the 22nd day of January, 2013 pursuant to public notice.

NOW, THEREFORE, be it resolved by the City Council of Murray City that the property located at approximately 166 East 5300 South, Murray City, Salt Lake County, Utah, and more particularly described as follows

Parcel No. 22-07-377-021

BEGINNING AT A POINT SOUTH 89°52'45" EAST ALONG THE MONUMENT LINE OF 5300 SOUTH STREET 433.86 FEET AND SOUTH 00°06'11" EAST 317.40 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID 5300 SOUTH STREET AND STATE STREET, SAID POINT ALSO BEING NORTH 745.77 FEET (747.76 FEET BY DEED), MORE OR LESS, AND EAST 1261.27 FEET (1261.38 FEET BY DEED), MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°06'11" WEST 284.40 FEET

(NORTH 00°02'05" EAST 283.80 FEET BY DEED) TO THE SOUTHERLY RIGHT OF WAY LINE OF 5300 SOUTH STREET, AS MONUMENTED; THENCE SOUTH 89°52'45" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 301.62 FEET (SOUTH 89°40'10" EAST 301.74 FEET BY DEED); THENCE SOUTH 260.38 FEET (260.73 FEET BY DEED); THENCE SOUTH 89°53'00" EAST 90.32 FEET (NORTH 89°34'17" EAST 90.00 FEET BY DEED) TO THE WESTERLY RIGHT OF WAY LINE OF HILLSIDE DRIVE; THENCE SOUTH 00°00'15" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 23.23 FEET (SOUTH 22.79 FEET BY DEED); THENCE NORTH 89°59'45" WEST 391.42 FEET (WEST 391.91 FEET BY DEED) TO THE POINT OF BEGINNING.

be and the same is hereby declared as surplus to be sold to the Murray City School District.

BE IT FURTHER RESOLVED, that the Property sold pursuant to this Resolution shall be subject to a long-term Ground Lease between the City and District to enable the City to continue to own, operate and maintain the Library.

BE IT FURTHER RESOLVED, that any property sold pursuant to this Resolution shall be subject to any and all easements existing whether of record or not.

DATED this day of , 2013.

MURRAY CITY MUNICIPAL COUNCIL

Chair

ATTEST:

Jennifer Kennedy
City Recorder

New Business Item #1

Murray City Municipal Council Request for Council Action

INSTRUCTIONS: The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda)
RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND MURRAY CITY SCHOOL DISTRICT REGARDING THE CONVEYANCE BY THE CITY OF REAL PROPERTY ON WHICH THE CITY WILL CONTINUE TO OWN, OPERATE AND MAINTAIN THE MURRAY CITY LIBRARY

2. **KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)
Responsive and Efficient City Services

3. **MEETING, DATE & ACTION:** (Check all that apply)
 Council Meeting OR Committee of the Whole
 Date requested January 22, 2013
 Discussion Only
 Ordinance (attach copy)
Has the Attorney reviewed the attached copy?
 Resolution (attach copy)
Has the Attorney reviewed the attached copy?
 Public Hearing (attach copy of legal notice)
Has the Attorney reviewed the attached copy?
 Appeal (explain) _____
 Other (explain) _____

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)
N/A

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)
Resolution and Interlocal Cooperation Agreement For Sale of Property, attached.

6. **REQUESTOR:**
Name: Frank Nakamura Title: City Attorney
Presenter: Frank Nakamura Title: City Attorney
Agency: Murray City Corporation Phone: 801-264-2640
Date: January 4, 2013 Time:

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director: _____ Date: _____
Mayor: _____ Date: _____

8. **COUNCIL STAFF:** (For Council use only)
Number of pages: _____ Received by: _____ Date: _____ Time: _____
Recommendation: _____

9. **NOTES:**

RESOLUTION NO. _____

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

WHEREAS, Title 11, Chapter 13, of the Utah Code, permits public agencies to enter into cooperative agreements to provide for joint undertakings and services; and

WHEREAS, an Agreement has been prepared to accomplish such purpose.

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

1. It does hereby approve an Interlocal Cooperation Agreement between the City and Murray City School District regarding the conveyance by the City to the Murray City School District of real property on which the City will continue to own, operate and maintain the Murray City Library; and

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

3. Mayor Daniel C. Snarr, is hereby authorized to execute the Agreement on behalf of the City and to act in accordance with its terms.

DATED this day of January, 2013.

MURRAY CITY MUNICIPAL COUNCIL

Chair

ATTEST:

Jennifer Kennedy
City Recorder

After recording return to:

Murray City Corporation
5025 South State Street
Murray, UT 84057

Parcel No. _____

INTERLOCAL COOPERATION AGREEMENT
For Sale of Property

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made effective this _____ day of _____, 2013, by and between MURRAY CITY CORPORATION, a Utah municipal corporation ("City") and MURRAY CITY SCHOOL DISTRICT, a body politic of the State of Utah ("District").

RECITALS

- A. UTAH CODE ANN. Section 11-13-202 and other provisions of the Interlocal Cooperation Act (see UTAH CODE ANN. 11-13-101 *et seq.*) ("Act") provide that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.
- B. Section 11-13-214 of the Act provides that a public agency may convey property to another public agency for consideration as may be agreed upon.
- C. City and District are public agencies for purposes of the Act.
- D. City is the owner of real property located at approximately 166 East 5300 South Street, Murray, Salt Lake County, Utah, and more particularly described at Exhibit "A" ("Property") where City has constructed, improved, owned, operated, and maintained a public library ("Library") for over 20 years;
- E. City acquired the Property from District in December of 1991 to facilitate the financing of the construction of the Library;
- F. City and District contemplated that upon the satisfaction of the financing, the Property could be reacquired by District, subject to a long term lease with City for the continued ownership, operation, and maintenance of the Library.
- G. City's financing has been satisfied and District now desires to reacquire the Property, subject to a long term lease with City.
- H. All improvements are excluded from this transaction including but not limited to the building and all appurtenances thereto, including but not limited to all pavement, accessways, curb cuts, parking, drainage system and facilities, landscaping, and utility facilities and

connections for sanitary sewer, potable water, electricity, telephone and natural gas, cable connections, and personal property and fixtures.

I. Pursuant to provisions of a resolution dated January 22, 2013, the City Council has authorized and approved the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

Section 5. **Parking.** The District covenants that the Hillcrest Junior High School parking lot adjacent to the Library, and the City covenants that the parking lot constructed for the use by the Library shall be open for pedestrian and vehicle utilization seven (7) days a week, with the exception of such days as may be declared public holidays, and/or for routine repair and maintenance of said parking lots. Said lots, however, may be closed after 10:00 o'clock p.m. on each and every business day until 7:00 o'clock a.m. the following day. The City and the District understand and agree that certain school and library functions and events may over utilize designated parking areas. Such usage is expected and both parties to this Agreement shall use their best efforts to cooperate to meet each other's specific needs.

Section 6. **Indemnification.** This Agreement is intended to be interpreted so as to

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

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

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

(a) **No Separate Entity.** The parties agree that they do not by this Agreement create an interlocal entity.

(b) **Financing and Joint Cooperative Undertaking and Establishing Budget.** There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(c) **Attorney Review.** This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for the City and District in accordance with UTAH CODE ANN. Section 11-13-202.5.

(d) **Copies.** Duly executed original counterparts of this Agreement shall be filed with the keeper of the records of each party pursuant to UTAH CODE ANN. Section 11-13-209.

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

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties.

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

(h) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the State of Utah.

(i) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received:

(i) Upon personal delivery or actual receipt thereof; or

(ii) Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses:

District

Murray City School District
147 East 5065 South
Murray, UT 84107
Attention: Superintendent

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

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

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

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

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

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

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

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

(iii) Breached any ethical standards set forth in State statute or City ordinance; or (iv) knowingly influenced, and hereby certify that they will not knowingly influence, any officer or employee to breach any of the ethical standards set forth in the State statute or City ordinances.

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

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

[Signature pages follow.]

MURRAY CITY CORPORATION

Daniel C. Snarr, Mayor

ATTEST:

Jennifer Kennedy, City Recorder

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

The foregoing instrument was acknowledged before me on this ____ day of _____, 2011 by Daniel C. Snarr and Jennifer Kennedy as the Mayor and the Recorder, respectively, of Murray City, a municipality and political subdivision of the State of Utah.

NOTARY PUBLIC
Residing in Salt Lake County

[SEAL]

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

Murray City Attorney
Date:

MURRAY CITY SCHOOL DISTRICT

ATTEST:

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

The foregoing instrument was acknowledged before me on this ____ day of _____, 2011 by _____ and _____ as the _____ and the _____, respectively, of Murray City School District, a body politic of the State of Utah.

NOTARY PUBLIC
Residing in Salt Lake County

[SEAL]

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

District Attorney
Date:

EXHIBIT "A" TO
INTERLOCAL COOPERATION AGREEMENT

Legal Description of the Property

OVERALL CURRENT LIBRARY PARCEL

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

CONTAINS 87,720 SQ. FT. OR 2.014 ACRES

EXHIBIT "B" TO
INTERLOCAL COOPERATION AGREEMENT

Ground Lease Agreement

GROUND LEASE AGREEMENT FOR MURRAY CITY PUBLIC LIBRARY
Located At Approximately 166 East 5300 South

THIS LEASE AGREEMENT is made and entered into by MURRAY CITY CORPORATION, a political subdivision of the State of Utah, hereinafter referred to as "City," and MURRAY SCHOOL DISTRICT, a body politic of the State of Utah, hereinafter referred to as "District."

WITNESSETH

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

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

C. WHEREAS, City is desirous of leasing Property from District for the continued ownership, operation and maintenance of City's public library building and improvements; and

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

E. WHEREAS, pursuant to provisions of a resolution dated January 22, 2013, the City Council has authorized and approved the execution of this Ground Lease,

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

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

BEGINNING AT A POINT SOUTH 89°52'45" EAST ALONG THE MONUMENT LINE OF 5300 SOUTH STREET 433.86 FEET AND SOUTH 00°06'11" EAST 317.40 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID 5300 SOUTH STREET AND STATE STREET, SAID POINT ALSO BEING NORTH 745.77 FEET (747.76 FEET BY DEED), MORE OR LESS, AND EAST 1261.27 FEET (1261.38 FEET BY DEED), MORE OR LESS, FROM

THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°06'11" WEST 284.40 FEET (NORTH 00°02'05" EAST 283.80 FEET BY DEED) TO THE SOUTHERLY RIGHT OF WAY LINE OF 5300 SOUTH STREET, AS MONUMENTED; THENCE SOUTH 89°52'45" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 301.62 FEET (SOUTH 89°40'10" EAST 301.74 FEET BY DEED); THENCE SOUTH 283.78 FEET; THENCE NORTH 89°59'45" WEST 301.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 85,614 SQ. FT. OR 1.966 ACRES

2. This Ground Lease Agreement shall commence on its date of execution.

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

4. City agrees to pay to District the rent for the Property in the amount of one dollar (\$1.00) per year, for a total sum of \$29.00 for the initial term. The total sum shall be due and payable within 30 days after the execution of this lease.

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

6. In addition to any other activities as may be allowed by law, City may construct buildings and other improvements within the Property, together with additions, renovations, alterations, or replacements thereof or improvements thereto, and may demolish or remove any then existing buildings or improvements from time to time, and construct or reconstruct any then existing or new buildings and improvement, including replacements or reconstructions thereof.

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

Ground Lease Agreement and any amendments to it, will continue to apply during the renewal term.

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

BEGINNING at a point which is West along the South right-of-way line of 5300 South Street 191 feet from the intersection of said right-of-way line and an existing West property line (West property line of a property which fronts the West side of Hillside Drive) and running thence South 282 feet more or less to the South property line of the Murray Library property; thence West along said South property line 112 feet to the West property line of the Murray Library property; thence North along said West property line 282 feet more or less to the South right-of-way line of 5300 South Street; thence East along said South right-of-way line 112 feet to the point of beginning.

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

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

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

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

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

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

MADE AND ENTERED INTO THIS ___ day of _____, 2013.

MURRAY CITY CORPORATION

Daniel C. Snarr, Mayor

ATTEST:

City Recorder

MURRAY CITY SCHOOL DISTRICT
BOARD OF EDUCATION

President

New Business Item #2

Murray City Municipal Council Request for Council Action

INSTRUCTIONS: The City Council considers new business items in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 112, no later than 5:00 p.m. on the Wednesday two weeks before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages with corresponding number and label.

1. **TITLE:** (Similar wording will be used on the Council meeting agenda)
RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND MURRAY CITY SCHOOL DISTRICT TO PROVIDE FOR A GROUND LEASE OF PROPERTY OWNED BY MURRAY CITY SCHOOL DISTRICT LOCATED AT 166 EAST 5300 SOUTH STREET.

2. **KEY PERFORMANCE AREA:** (Please explain how request relates to Strategic Plan Key Performance Areas.)
Responsive and Efficient City Services

3. **MEETING, DATE & ACTION:** (Check all that apply)
 Council Meeting OR Committee of the Whole
 Date requested January 22, 2013
 Discussion Only
 Ordinance (attach copy)
Has the Attorney reviewed the attached copy?
 Resolution (attach copy)
Has the Attorney reviewed the attached copy?
 Public Hearing (attach copy of legal notice)
Has the Attorney reviewed the attached copy?
 Appeal (explain) _____
 Other (explain) _____

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)
N/A

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)
Resolution and Ground Lease Agreement, attached.

6. **REQUESTOR:**
Name: Frank Nakamura  Title: City Attorney
Presenter: Frank Nakamura Title: City Attorney
Agency: Murray City Corporation Phone: 801-264-2640
Date: January 4, 2013 Time:

7. **APPROVALS:** (If submitted by City personnel, the following signatures indicate, the proposal has been reviewed and approved by Department Director, all preparatory steps have been completed, and the item is ready for Council action)

Department Director: _____ Date: _____

Mayor: _____ Date: _____

8. **COUNCIL STAFF:** (For Council use only)
Number of pages: _____ Received by: _____ Date: _____ Time: _____
Recommendation: _____

9. **NOTES:**

RESOLUTION NO. _____

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

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

WHEREAS, the attached agreement has been prepared to accomplish such purpose.

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

1. It does hereby approve the attached agreement described as a Ground Lease Agreement between the City and the Murray City School District providing for the leasing of property owned by Murray City School District located at 166 East 5300 South Street ("Property"); and

2. The Ground Lease of the Property will allow for the continued ownership, operation and maintenance of the Murray City Library and related improvements by the City.

3. The agreement is in the interest of rendering the best service with the least possible expenditure of public funds; and

4. Daniel C. Snarr, Mayor of Murray City Corporation, is hereby authorized to execute the agreement on behalf of Murray City Corporation and to act in accordance with its terms.

DATED this day of January, 2013.

MURRAY CITY MUNICIPAL COUNCIL

Chair

ATTEST:

Jennifer Kennedy
City Recorder

GROUND LEASE AGREEMENT FOR MURRAY CITY PUBLIC LIBRARY
Located At Approximately 166 East 5300 South

THIS LEASE AGREEMENT is made and entered into by MURRAY CITY CORPORATION, a political subdivision of the State of Utah, hereinafter referred to as "City," and MURRAY SCHOOL DISTRICT, a body politic of the State of Utah, hereinafter referred to as "District."

WITNESSETH

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

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

C. WHEREAS, City is desirous of leasing Property from District for the continued ownership, operation and maintenance of City's public library building and improvements; and

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

E. WHEREAS, pursuant to provisions of a resolution dated January 22, 2013, the City Council has authorized and approved the execution of this Ground Lease,

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

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

BEGINNING AT A POINT SOUTH 89°52'45" EAST ALONG THE MONUMENT LINE OF 5300 SOUTH STREET 433.86 FEET AND SOUTH 00°06'11" EAST 317.40 FEET FROM A FOUND BRASS CAP MONUMENT LOCATED IN THE INTERSECTION OF SAID 5300 SOUTH STREET AND STATE STREET, SAID POINT ALSO BEING NORTH 745.77 FEET (747.76 FEET BY DEED), MORE OR LESS, AND EAST 1261.27 FEET (1261.38 FEET BY DEED), MORE OR LESS, FROM

THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°06'11" WEST 284.40 FEET (NORTH 00°02'05" EAST 283.80 FEET BY DEED) TO THE SOUTHERLY RIGHT OF WAY LINE OF 5300 SOUTH STREET, AS MONUMENTED; THENCE SOUTH 89°52'45" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 301.62 FEET (SOUTH 89°40'10" EAST 301.74 FEET BY DEED); THENCE SOUTH 283.78 FEET; THENCE NORTH 89°59'45" WEST 301.11 FEET TO THE POINT OF BEGINNING.

CONTAINS 85,614 SQ. FT. OR 1.966 ACRES

2. This Ground Lease Agreement shall commence on its date of execution.

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

4. City agrees to pay to District the rent for the Property in the amount of one dollar (\$1.00) per year, for a total sum of \$29.00 for the initial term. The total sum shall be due and payable within 30 days after the execution of this lease.

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

6. In addition to any other activities as may be allowed by law, City may construct buildings and other improvements within the Property, together with additions, renovations, alterations, or replacements thereof or improvements thereto, and may demolish or remove any then existing buildings or improvements from time to time, and construct or reconstruct any then existing or new buildings and improvement, including replacements or reconstructions thereof.

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

Ground Lease Agreement and any amendments to it, will continue to apply during the renewal term.

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

BEGINNING at a point which is West along the South right-of-way line of 5300 South Street 191 feet from the intersection of said right-of-way line and an existing West property line (West property line of a property which fronts the West side of Hillside Drive) and running thence South 282 feet more or less to the South property line of the Murray Library property; thence West along said South property line 112 feet to the West property line of the Murray Library property; thence North along said West property line 282 feet more or less to the South right-of-way line of 5300 South Street; thence East along said South right-of-way line 112 feet to the point of beginning.

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

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

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

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

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

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

MADE AND ENTERED INTO THIS ___ day of _____, 2013.

MURRAY CITY CORPORATION

Daniel C. Snarr, Mayor

ATTEST:

City Recorder

MURRAY CITY SCHOOL DISTRICT
BOARD OF EDUCATION

President

New Business Item #3

Murray City Municipal Council

Request for Council Action

INSTRUCTIONS: The City Council considers new business items each Tuesday in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 107, no later than 5:00 p.m. on the Tuesday one week before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages.

1. **TITLE:** (State how it is to be listed on the agenda)
CONSIDER A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF REPRESENTATIVES TO BOARDS OF INTERLOCAL ENTITIES

2. **ACTION REQUESTED:** (Check all that apply)

Discussion Only
 Ordinance (attach copy)
Has the Attorney reviewed the attached copy?
 Resolution (attach copy)
Has the Attorney reviewed the attached copy?
 Public Hearing (attach copy of legal notice)
Has the Attorney reviewed the attached copy?
 Appeal (explain) _____
 Other (explain) Consent Calendar or New Business

3. **WHEN REQUESTED:** (Explain when action on this proposal is needed by and why)
January 22nd 2013

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)
N/A

5. **RELATED DOCUMENTS:** (Describe all minutes, exhibits, maps, plats, etc., accompanying this proposal and whether or not each is attached)
The Memo and the list of Persons and Board specifics, and the Resolution are attached

6. **REQUESTOR:**

Name: Daniel C. Snarr Title: Mayor
Presenter: Daniel C Snarr Title: Mayor
Agency: Mayor's Office Phone: 264-2600
Date: January 9th 2013 Time: _____

7. **APPROVALS:** (If submitted by city personnel, the following signatures are required, and indicate (1) each has reviewed and approved the proposal, (2) all preparatory steps have been completed, and (3) the item is ready for Council action)

Head of Department: Daniel C. Snarr Date: January 9th 2013

Mayor:  Date: January 9th 2013

8. **COUNCIL STAFF:** (For Council use only)

Number of pages: _____ Number of copies submitted: _____
Received by: _____ Date: _____ Time: _____
Recommendation: _____

9. **NOTES:**



MURRAY CITY CORPORATION
OFFICE OF THE MAYOR

Daniel C. Snarr, Mayor

Jan Wells, Chief of Staff

801-264-2600 FAX 801-264-2608

MEMO

To: Murray City Council
Jan Lopez, Council Staff
From: Jan Wells, Chief of Staff
Date: December 20, 2012
RE: Discussion on Interlocal Board Representatives

A list of the boards that we participate with is attached to this memo. We have interlocal agreements and send representatives to meetings to serve as liaisons for the City. Some of the boards require elected officials to be members, while others allow for staff to participate.

Each year we take the opportunity to review these board appointments and make any necessary adjustments. I am requesting some time in Committee of the Whole on January 8th to hold these discussions.

Thank you for your consideration.

Interlocal Board Representatives – 2012

Board	Current Representatives	2013 Representatives
UTOPIA	Jan Wells Zach Fountain, Alternate	
UIA	Darren Stam Brett Hales, Alternate	
VECC	David Nicponski Darren Stam, Alternate	
UAMPS	Blaine Haacke Greg Bellon, Alternate Charles Crutcher, Alternate	
Central Valley	Jim Brass Danny Astill, Alternate	
TransJordan	Russ Kakala Doug Hill, Alternate	
WFWARD	Jim Brass Alternate	
IPA	Blaine Haacke Greg Bellon, Alternate	
Metro Fire	Jan Wells	
NeighborWorks	Tim Tingey	
CAP	Jennifer Kennedy	
EDCUtah	Mayor Dan Snarr	
WFRC/RGC	Mayor Dan Snarr	

RESOLUTION NO. _____

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF REPRESENTATIVES TO BOARDS OF INTERLOCAL ENTITIES.

WHEREAS, Chapter 2.51 of the Murray City Municipal Code requires the Mayor to submit 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 Telecommunications Open Infrastructure Agency (UTOPIA), Utah Infrastructure Agency (UIA), and Wasatch Front Waste and Recycling District (collectively "Interlocal Entities"); and

WHEREAS, the Mayor has made appointments to the governing boards of the Interlocal Entities; and

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

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council that it hereby approves the following appointments:

1. Blaine Haacke as the City's representative to the Utah Associated Municipal Power Systems (UAMPS) Board with Greg Bellon as the first alternate representative and Charles Crutcher as the second alternate representative.
2. James Brass as the City's representative to the Central Valley Water Reclamation Facility Board with Danny Astill as the alternate representative.
3. David Nicponski as the City's representative to the Salt Lake Valley Emergency Communications Center (VECC) Board with Darren Stam as the alternate representative.
4. Russ Kakala as the City's representative to the TransJordan Cities Board with Doug Hill as the alternate representative.
5. Jan Wells as the City's representative to the Utah Telecommunications Open Infrastructure Agency (UTOPIA) Board with Zach Fountain as the alternate representative.

6. Darren Stam as the City's representative to the Utah Infrastructure Agency (UIA) Board with Brett Hales as alternate representative.
7. James Brass as the City's representative to the Wasatch Front Waste and Recycling District.

These appointments shall take effect immediately.

DATED this 22nd day of January, 2013.

MURRAY CITY MUNICIPAL COUNCIL

Council Chair

ATTEST:

Jennifer Kennedy
City Recorder

New Business Item #4

Murray City Municipal Council

Request for Council Action

INSTRUCTIONS: The City Council considers new business items each Tuesday in Council meeting. All new business items for the Council must be submitted to the Council office, Room, 107, no later than 5:00 p.m. on the Tuesday one week before the Council meeting in which they are to be considered. This form must accompany all such business items. If you need additional space for any item below, attach additional pages.

1. **TITLE:** (State how it is to be listed on the agenda)

**CONSIDER A SPECIAL PRESENTATION OF MAYOR DAN SNARR'S FINAL
"STATE OF THE CITY" ADDRESS FOR YEAR 2013**

2. **ACTION REQUESTED:** (Check all that apply)

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy?

Resolution / Proclamation (attach copy)

Has the Attorney reviewed the attached copy?

Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy?

Appeal (explain) _____

Other (explain) A 45 - 60 minute presentation by Mayor Dan Snarr covering 15 of his 16 years of Service as Mayor

3. **WHEN REQUESTED:** (Explain when action on this proposal is needed by and why)
January 22nd 2013

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)

5. **RELATED DOCUMENTS:** (Describe all minutes, exhibits, maps, plats, etc., accompanying this proposal and whether or not each is attached)
Memo

6. **REQUESTOR:**

Name: Daniel C. Snarr

Title: Mayor

Presenter: Daniel C. Snarr

Title: Mayor

Agency: Murray City Corporation

Phone: 264-2600

Date: January 9th 2013

Time: _____

7. **APPROVALS:** (If submitted by city personnel, the following signatures are required, and indicate (1) each has reviewed and approved the proposal, (2) all preparatory steps have been completed, and (3) the item is ready for Council action)

Head of Department: Daniel C. Snarr

Date: January 8th 2013

Mayor: _____

Date: January 8th 2013

8. **COUNCIL STAFF:** (For Council use only)

Number of pages: _____

Number of copies submitted: _____

Received by: _____

Date: _____

Time: _____

Recommendation: _____

9. **NOTES:**



MURRAY CITY CORPORATION
OFFICE OF THE MAYOR

Daniel C. Snarr, Mayor

Jan Wells, Chief of Staff

801-264-2600 FAX 801-264-2608

MEMO

To: Murray City Council
Jan Lopez, Council Staff
From: Jan Wells, Chief of Staff
Date: January 8, 2013
RE: State of the City Report

As is the custom in Murray City, the Mayor gives an annual report to the City Council that focuses upon the state of the City. Mayor Snarr always appreciates this opportunity to share the great work our employees have accomplished in the past year, as well as to point out some of the economic development taking place around the City.

Since this is Mayor Snarr's final opportunity to share a State of the City report to the Council, we would ask your indulgence in allowing him to take a little extra time and review the accomplishments of his administration. We are requesting that the speech be given at the end of your agenda. We will provide pictures to project during the speech.

Thank you for your consideration.

**Mayor's
Report
and Questions**

Adjournment