

MURRAY
CITY COUNCIL

Council Meeting

April 30, 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, April 30, 2013, at the Murray City Center, 5025 South State Street, Murray, Utah.

6:30 p.m. **Committee of the Whole:** To be held in the Council Chambers
Brett Hales conducting.

1. **Approval of Minutes**

- 1.1 Committee of the Whole – March 19, 2013
- 1.2 Committee of the Whole – April 2, 2013

2. **Adjournment**

6:31 p.m. **Council Meeting:** To be held in the Council Chambers
Jared Shaver conducting.

3. **Opening Ceremonies**

- 3.1 Pledge of Allegiance
- 3.2 Approval of Minutes
 - 3.2.1 Council Meeting – March 19, 2013
 - 3.2.2 Council Meeting – April 2, 2013
- 3.3 Special Recognition
 - 3.3.1 Consider a Joint Resolution of Mayor Daniel C. Snarr and the Murray City Municipal Council in Recognizing and Supporting May 2013 as Building Safety Month. (Gilbert Gonzales presenting.)

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

5. **Consent Agenda**

- 5.1 None scheduled.

6. **Public Hearings**

- 6.1 None scheduled.

7. **Unfinished Business**

- 7.1 None scheduled.

8. **New Business**

- 8.1 Consider approval of a resolution acknowledging receipt of the Fiscal Year 2013 -2014 Tentative Budget from the Mayor and the Budget

Officer, and referring the Mayor's Tentative Budget for review and consideration to the Budget and Finance Committee of the Murray City Municipal Council. (Mayor Daniel C. Snarr presenting.)

- 8.2 Consider a resolution approving an amendment to an Interlocal Agreement with member entities of the Central Valley Water Reclamation Facility. (Doug Hill presenting.)
- 8.3 Consider a resolution approving an Interlocal Agreement between the City and the State of Utah, Utah State History, Department of Heritage and Arts for a grant to undertake local historic preservation projects under the Certified Local Government Program. (Doug Hill presenting.)
- 8.4 Consider a resolution approving the polling locations specified by the Salt Lake County Clerk's Office, Elections Division, for the City 2013 elections. (Jennifer Kennedy presenting.)

11. Mayor

- 11.1 Report
- 11.2 Questions of the Mayor

12. Adjournment

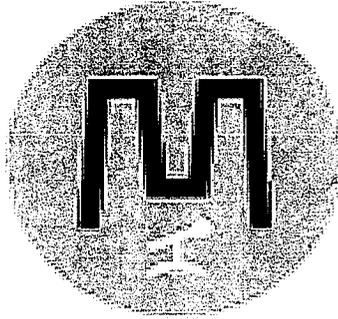
NOTICE

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, April 26, 2013, at 10:00 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

**Committee
of the Whole
Minutes**



MURRAY
CITY COUNCIL

DRAFT

**MURRAY CITY MUNICIPAL COUNCIL
COMMITTEE OF THE WHOLE**

The Murray City Municipal Council met as a Committee of the Whole on Tuesday, March 19, 2013, in the Murray City Center, Conference Room #107, 5025 South State Street, Murray Utah.

Members in Attendance:

Brett Hales	Council Chair
Dave Nicponski	Council Member
Darren V. Stam	Council Member
Jim Brass	Council Member
Jared A. Shaver	Council Member

Others in Attendance:

Dan Snarr	Mayor	Tim Tingey	ADS Director
Janet M. Lopez	Council Office	Jan Wells	Mayor's COS
Frank Nakamura	City Attorney	Doug Hill	Public Service Director
Justin Zollinger	Finance	Jennifer Kennedy	Recorder
Kellie Challburg	Council Office	Jennifer Brass	Resident
Cathy McKitrick	SL Tribune	Diane Turner	Resident

Chairman Brass called the Committee of the Whole meeting to order and welcomed those in attendance.

Minutes

Mr. Brass asked for corrections or action on the minutes from the Committee of the Whole meeting held on January 8, 2013. Mr. Brass moved approval as written. Mr. Shaver seconded and the motion was approved 5-0.

Business Item #1: State Legislative Update- Zachery Fountain

Mr. Fountain gave a quick rundown of what happened in the session. All of the outcomes and opinions will be formulated in the yearly report. Mr. Fountain will give a traditional bill summary and discuss some of the politics involved, and also include some of the bills that didn't pass, to help his successor with a road map. Mr. Fountain is also going to include a scorecard of how the legislators voted according to the City issues. There were updates done

from each house, breaking down the issues by week, so those votes will be counted. It gives the next group perspective, in terms of the difference in opinions on issues.

This last session included 766 total bills that were introduced; including 414 out of the house and 289 out of the senate. Of the total bills, 524 of them passed, which is about 68% of the total bills that passed. There were close to 1300 that could have been filed.

The City's process is to review every one of those bills to determine the impact on the municipalities. At that point, emails are sent out to Department Heads or the Council depending on the impact. Throughout the entire process, the City tracked about 124 bills, ranging from HR, Fire, Power, and Police.

Billboards this year was essentially a draw. There were two parallel bills run; one was by the outdoor advertising industry that would have allowed for unilateral conversion to electronic billboards. There is a real issue in determining the distinction of "on and off" premise signs. The City understands that when looking at land use issues, but the Legislature doesn't see the distinction. Unfortunately some of the City's signs are the ones pointed out, specifically the Humane Society signs. Those signs use live animation, as it pertains to the highway; some of the "off premise" signs don't use animation. This issue needs to be looked at when determining "on premise and off premise" status. There needs to be a broader education or determination that advertising needs to adapt. Mr. Shaver asked if that meant that the City needed to adapt, based on what the Legislature does.

Mr. Fountain said the Legislature is frustrated that a balance cannot be found. The highway seems to be a section that unilateral conversion is requested. The impact on neighborhoods needs to be evaluated, as well as the distinction between state roads and local roads and highways. The negotiations need to take place earlier in the process, so that negotiations are not taking place during the legislature. Mr. Shaver asked if Mr. Fountain and Mr. Stewart, both lobbying for those efforts found it to be successful. Mr. Fountain said it could be categorized as a win because it went nowhere. There is pressure to find a solution and so it is important not to be seen as a barrier, and Cities are currently being categorized that way by the industry.

The main problem is that other Cities are allowing "on and off premise" signs with conversion, full animation, and other issues. This makes it difficult to hold ground. Murray City has been fortunate that they have stood ground on this issue, with no conversion, but it is becoming difficult. Mr. Nicponski asked if there were the four highways offered up during the negotiations. Mr. Fountain said that was correct but the problem was that it didn't cover all of the signs by that one industry.

Mr. Shaver said the City feels strongly about this issue and has crafted legislation. He asked if there are other Cities that follow what Murray City does. Mr. Fountain said there are, and there are other Cities that are more stringent and don't allow billboards at all. In a Legislative sense, the appropriate balance needs to be determined and strike a negotiated peace. Otherwise, the issue will be decided without input from the Cities. It may require looking at some unique and different avenues. Smaller signage might be a pressure valve. Mr. Stam asked if it would help to get the other Cities closer to the same ground. Mr. Fountain said that negotiations over the summer would be helpful. Mr. Nakamura said that this issue continues to be in litigation, and because nothing happened in the legislature the issue is still pending. Mr. Fountain said there is a commitment from the League to keep working on it over the summer.

Firearm legislation was a significant part of the Legislation this year. There are a lot of people with strong opinions that are not willing to come forward and work on the issue. That is the conservative nature of Utah. Nobody wants to be designated as anti-gun. The Mayor, Chief of Staff, Council Chair, and Director, City Attorney and Police Chief all worked together to establish principles. Those principles include: maintaining the current firearm licensing provisions, maintaining firearm free zones designated by private property owners and public organizations, and also clarifying that law enforcement has the ability to assess and stabilize potential threats.

This year, the Police Chiefs and Utah League of Cities and Towns (ULCT) worked together to stop HB268, which is the disorderly conduct bill. The bill was thought to be negotiated prior, but unfortunately the other principals that were negotiating the bill backed out, and went for a bill that conflated what the officers could and could not do when approaching someone in this situation. The goal was to make sure that if 911 was called, an officer would respond to an armed suspect. It was successfully stopped, but it was awfully close. The bill got to the Senate, and fortunately Senator Bramble wasn't willing to go over the objections of local law enforcement. That is a core municipal service of public safety. It should be concerning that these bills can take on a life of their own, as far as a national agenda. For example, if a person had a gun walking in the 4th of July parade in Murray Park, the police officers would have been preempted from even talking to this person about the weapon, had this bill passed.

There is a combination of issues. There is a national political conversation, local impacts, and added confusion to the meaning for the police officers. It did fail, but if it would have passed in conjunction with HB76, which is before the Governor now, it would have been a nightmare scenario. There are still concerns about HB76, in terms of the change it could make to the concealed carry data base. Mr. Nicponski clarified that HB76 allowed anyone over 21 to carry a gun. Mr. Fountain said that is correct. Last year, 600 people were turned away from getting their concealed carry permit. The Mayor and Police Chief both signed a letter to the Governor asking for a veto of that bill.

In terms of transportation funding, the City did receive \$1.8 million for improvements to 1300 East. There were several issues with this bill this year. The Speaker of the House had concerns in terms of personality conflicts with the lobbyists involved. The bill was held up for many days. It is getting harder to get the transportation funds, it isn't as easy as just getting a lobbyist anymore. The Legislators up on the hill are arguing that Cities keep running to the hill for money, but don't have any skin in the game. The conservative groups on the hill don't want to raise taxes for transportation and take the heat for it. This impacts the revenue for road projects, specifically with the transportation earmark bill, and also the local option gas tax being implemented on the County level. There were County governments, which are partisan in nature that didn't want to take the political heat for adopting something on the County level. That became a part of the issue as it relates to the other transportation bill. Future transportation bills may have some form of a local adoption attached to them. The Mayor commented that if the State would let the cities keep 100% of the gas revenue, it would be a ton of money. Mr. Shaver stated that when the State sees the cities get additional money, the State likes to dip into it.

Mr. Stam asked about the personality conflicts with the lobbyists, and if it was in general to all of them or a few specific individuals. Mr. Fountain said it was in general and there is a perception that people are being hired for that one specific bill. It is a philosophical frustration that lobbyists are hired to get State money. Mr. Nicponski said that the bill did get 74 votes.

Mr. Nakamura wanted HB403 discussed. It will require a change to the City Code. It reduces the time for a candidate to register for office from two weeks down to one week. Mr. Hales asked if the Primary had been moved up. Ms. Kennedy said it is now in August. The problem with this legislation is that the City is required to send out notice of this change to the time frame to register for candidacy. Ms. Kennedy clarified that the filing date for this year is June 3rd to June 7th, and the Primary election is August 13th. Mr. Fountain said the reason that primaries have been shifted up is to deal with out of state voters, specifically those in the military.

Justice Courts continue to be a question as far as operations; whether they are a court of record, for example.

The Utah State Procurement Code took a lot of time this year. Currently Murray is not a part of the State Procurement Code process, but this could capture elected officials in the Ethics Procurement Code. The concern is that if you serve on an interlocal board, you could fall into that category.

There was a lot of discussion about public meetings and the speed that the information is getting out. In regards to public records; are the minutes public after they are drafted or after they are adopted, he asked. The Legislature continues to see technology move faster, and want these meetings more accessible to the public. Mr. Shaver said it is the difference between a printed form and a digital form.

There is one bill that requires budgets to be posted for interlocal entities. It is good public policy and it is happening faster and faster, so the City needs to keep up with that. Mr. Brass commented that the chance for error increases with speed also.

Mr. Nicponski asked about the Murray water legislation. Mr. Fountain said that both of the major water bills this year were killed. That was a significant balance between smaller and larger entities. That will have to be negotiated again next year. Murray's position was that either one would have been okay. It was really those who had water rights versus those in developing areas that have to convert water rights. It is liquid water versus paper water. Mr. Nicponski asked if the ombudsman part became a reality. Mr. Fountain said that none of that happened. Mr. Nicponski complimented Mr. Fountain for his efforts on HB88.

Mr. Shaver commented that the City is at the whim of the legislature. The Constitution in Utah states that the Legislature sets the bills and the rules. It sometimes feels like the State versus the local entity. The ULCT is the bedrock for the Cities. Mr. Fountain said that there are frustrations but that sometimes there is success. There was a bill passed for stiffer penalties for metal recycling theft.

This year a lot of time was spent on education for municipal government. There are not a lot of municipal officials there. There are a lot of developers, teachers and small business owners that attend. The League is a great asset.

Next year, the City will have a new administration just 24 days before the Legislature begins. Mr. Fountain is creating a road map to help with that. Mr. Nicponski commented that Mr. Fountain has done a great job and been a leader on the hill.

Mr. Shaver said that the Council wanted to support Mr. Fountain and his efforts, and recognizes that Ms. Lopez and Ms. Wells have made sure the efforts were coordinated. Mr.

Shaver asked if the government affairs coordination was successful. Mr. Fountain said that he believes it was successful, and that the City is fortunate that the Executive Branch and the Council work together on issues.

Mr. Stam expressed his appreciation to Mr. Fountain and wished him well in his future endeavors.

Announcements

Ms. Lopez announced that Ms. Wells would be out of town on Thursday and Friday, so there would not be any Council communications. There have been a couple of dates set for Budgeting. April 30th will be the Mayors budget presentation so a Council meeting will be added. Tuesday, May 14th is the day set to meet with Department Directors about the budget, but there will be no Council meeting that day. May 21st Council meeting would be cancelled (later reinstated), due to two of the Council Members traveling. The Next Council meeting would be April 2nd. Mayor Snarr asked to be excused at the May 14th Budget meeting, due to a relative's wedding.

Mr. Hales adjourned the meeting at 6:22.

Kellie Challburg
Office Administrator II



DRAFT

**MURRAY CITY MUNICIPAL COUNCIL
COMMITTEE OF THE WHOLE**

The Murray City Municipal Council met as a Committee of the Whole on Tuesday, April 2, 2013, in the Murray City Center, Conference Room #107, 5025 South State Street, Murray Utah.

Members in Attendance:

Brett Hales	Council Chair
Dave Nicponski	Council Member
Darren V. Stam	Council Member
Jim Brass	Council Member
Jared A. Shaver	Council Member

Others in Attendance:

Dan Snarr	Mayor	Jan Wells	Mayor's COS
Janet M. Lopez	Council Office	Justin Zollinger	Finance Director
Frank Nakamura	City Attorney	Jennifer Kennedy	Recorder
Pete Fondaco	Police Chief	Chad Wilkinson	CED
Angela Price	CDBG	Diane Turner	Citizen
Charles Turner	Citizen	Kellie Challburg	Council Office
George Katz	Resident	Sally Hoffelmeyer-Katz	Resident
Jennifer Brass	Resident	Ted Eyre	Resident

Chairman Hales called the Committee of the Whole meeting to order and welcomed those in attendance.

Minutes

Mr. Hales asked for corrections or action on the minutes from the Committee of the Whole on February 5, 2013. Mr. Brass moved for approval as written. Mr. Shaver seconded the motion. Motion passed 5-0

Business Item 3.1

**Community Development Block Grant (CDBG)
Recommendations- Chad Wilkinson and Angela Price**

Ms. Price handed out the funding recommendation letters to the Council Members. She described the process and presented the initial recommendations to the Council. These were for current review before the hearing on April 16, 2013.

The process was exactly the same this year as it was last year. There was a Request for Proposals (RFP) issued in early November and a technical assistance workshop available to all interested applicants. Applicants submitted a letter of intent mid-December and applications were due at the beginning of February 2013.

The advisory committee was comprised of Angela Price, Chad Wilkinson, Jan Wells, and Mayor Snarr. The committee reviewed all 14 applicants. It was a very long process and Ms. Price appreciates the time that the Mayor and Ms. Wells put into it. It was a great opportunity to ask any questions that they had about the applications. Many times after discussing the application with the applicants, decisions about funding changed.

The committee made their recommendations, and the Council would vote on the allocation and re-allocation of funds on April 16, 2013.

The County initially reduced the CDBG budget by 8.2%, which is a reduction of approximately \$130,000 within the last two years. Murray took a huge hit compared to some of the other cities, based on demographic information and the Housing and Urban Development (HUD) formula. The demographics may soon change with the addition of Fireclay and its new occupants.

Last week, the County notified Ms. Price that there may be an increase in funding, due to sequestration. The County stated that the funding may be level, without a reduction. Ms. Price clarified that initially it was an 8.2% reduction, then a 5% reduction, and now possibly back to level funding. Mr. Shaver asked how that would affect the current funding recommendations. Ms. Price said that theoretically it could mean an increase of about \$10,000. Ms. Price said that it has been accounted for in the recommendations. For example, if there is an increase of 2%, then all the housing programs would get an increase of 2%. That would include Neighborworks, Assist, Valley Services, and CDC. If there is a reduction in funding from what is proposed, which is unlikely, it is proposed that the reduction comes from the Murray ADA improvement project.

Staff is hopeful that the numbers will come in before the Public Hearing. That would be great to have the numbers locked in, but there is a good template in place if not. If there are changes to the budget, hopefully another Public Hearing won't be needed if these numbers and strategies are approved.

Either last year or the year before, "across the board" cuts were done when the budget numbers were received. When funding recommendations are put together, it is to fund the project in its entirety, and if there are "across the board" cuts or increases it causes random overages and shortages. It ends up making the contracts really messy for the sub-recipients.

Mr. Shaver asked if at that time, it was decided to lop side it and go heavy to one group and then alternate the next year. Ms. Price said she believes that had been done.

A few years ago, it was decided that the focus should be on housing. It is a priority from the County, as well as HUD. That is what the funding recommendations were based on first and foremost, to fund housing programs in Murray. This includes programs such as Down Payment Assistance, Assist, Neighborworks, and Valley Services.

Secondly, organizations that serve Murray residents and are located in Murray were the next priority. These are organizations such as: Boys and Girls Club, Headstart, Volunteers of America, and Columbus Community Center.

That was the formula that was used in deciding the funding. Some of these other great programs such as the Family Support Center, and the Road Home didn't receive funding this year. This year they were asking for fences and playgrounds and some of these other groups were asking for bathroom facilities, because the bathrooms are absolutely dilapidated. These groups were spending more on plumbing every month than anything else. That is how things were prioritized this year.

Volunteers of America was an example of a group that wasn't funded last year because the impact didn't seem big enough and cuts had to be made somewhere, but they received funding this year. Mr. Nicponski stated that he was glad to see that.

Mr. Hales asked if it was possible to add a column to see what was granted last year also. Mr. Shaver added that he would like to also see if someone wasn't on the list this year, and was the previous year, or maybe also see the requests that were not honored.

Mayor Snarr asked about the resident at Parkside that wanted some money.

Mr. Shaver said he was mostly concerned with those that were funded last year and not this year. He would like to see those names. Ms. Price said she would add a list of everyone that was funded last year, including the amounts and add that to the sheet.

Most of the proposed recipients are "repeat offenders" that ask for money every year. Mr. Nicponski asked Ms. Price if she ever corresponds with any other agencies, such as United Way and others to compare grants given to some of these groups. Ms. Price said that if an organization asks for funds, it states in the application to disclose any other funding received from other groups. Ms. Price doesn't specifically coordinate with the other cities or agencies to compare grants, but would have an idea of the monetary total received.

The process this year is dependent on whether the money is needed for "soft costs" or for housing improvements. If it is a "soft cost" need or program funds to pay salaries, then the County will allocate those funds. The representative on that committee is Diane Turner. If the application is for housing funds, it is sent to the County, but then those applications are sent to the respective City, and the City can determine how those funds are spent. The nice thing about that is that it streamlines the application process for the sub-recipients and also gives the opportunity to see what is being asked for from other cities. Sometimes Murray gets more applications because Murray allocates all of the CDBG funds, whereas some of the other cities hold some in reserve.

It may provide an opportunity also for some cross-collaboration between cities. For example, Murray and Midvale may want to both chip in on a project for a family support center. Currently, that isn't possible because the County sets contract limits and those need to be in excess of \$10,000. Some of these projects wouldn't be possible because Murray would have to fund it in its entirety but if it was possible to partner with another city, more projects could be funded. That discussion is going on right now. Mr. Shaver commented that is on point with Mr. Nicponski's comment about collaboration between cities and agencies. Ms. Price believes that is a step in the right direction.

Mr. Nicponski commented on those groups with a funding recommendation of zero dollars. On 4 of the 5 groups, the needs are not life or death needs; such as painting an exterior, and renovating playground material.

One of the 5 groups listed is the Haven; their needs seem to be a little more serious, such as replacing pipes, sinks, showers, and toilets. He asked if there was a reason that they didn't receive any funding. Ms. Price said that she agreed with Mr. Nicponski that the other projects needs were more aesthetic. The reason the Haven was zeroed out was simply the lack of money, and cuts needed to be made somewhere. She believes that the Haven serves 6 Murray residents. Mr. Nicponski clarified that the report said that 25 Murray residents were served. Ms. Price said that the funding formula is to look at Murray facilities, and determining whether the items are critical needs. The recommendation was to fund bathroom projects and more critical items than fencing or new paint jobs in Murray. Mr. Nicponski asked if the fact the Haven is not located in Murray worked against them. Ms. Price said that it did have an impact. The Haven requested 11% of the total project cost from Murray. Ms. Price restated that it is difficult to come up with a logical system for choosing that makes sense to everybody.

Ms. Price has tried to work with the County and see what projects they are funding. Volunteers of America is a great example. Mr. Nicponski said that there was one drug and alcohol program that was funded, and he believes that is important that one drug and alcohol program was funded. Ms. Price said it isn't anything negative against drug and alcohol programs, and that the Haven and the House of Hope have been funded in years past.

Another difficult one not to fund was the South Valley Sanctuary. Mr. Brass said that the Murray Victim's Advocates helped in setting that up, and even though it isn't located in Murray, it has a strong tie to Murray. Mr. Shaver noted that he has a conflict of interest with South Valley Sanctuary, because he is on the Board of Directors. Ms. Price said that was a hard decision, and the caveat was the \$10,000 minimum, and a portion of that couldn't be given. Another reason was that the application wasn't entirely complete. Mr. Brass said he understands if it is an aesthetic issue versus a security issue.

Mr. Nicponski said that he sees a rhyme and a reason to those requests that have been zeroed out. Mr. Hales said that at the Credit Union, they also look at the applications and how well they have been filled out. Mr. Brass commented that the Council used to have to make these decisions, and this is a much better process.

Mr. Shaver clarified that this is the recommendation and asked if Ms. Price could get the information to the Council Members before it is seen again at the Public Hearing. Ms. Price said that the information would be available the following day.

The ADA improvement project was implemented last spring by HUD. All cities had to survey all city owned buildings and make sure they were in compliance with the Uniform Federal Accessibility Survey (UFAS). Murray owns a lot of buildings that CDBG funds touch. City Hall, the Public Services building, Neighborworks, Heritage Center, and others all had to be surveyed. It was a thorough survey that Gilbert assisted with. The findings were put together for HUD. Murray needs to have these improvements made to the facilities by November 2014. CDBG funds are allowed to be used for those improvements. Also, with the potential of a New City Hall, there have been some additional allowances given.

Some of the improvements include handrails in the bathroom that need to be moved and some curb and gutter work needs to be done to make the facilities accessible per the standards.

The money allocated to the City for this has been separated out, so it doesn't appear to be going to the CDBG program, and is instead for the ADA improvements.

Mr. Shaver asked about the 37th year allocation that is coming out. Ms. Price said this is the 39th year and some contracts have expired or that the projects totaled less than the amount requested. The CDBG administration is an example of one of them. That is due to cuts in the program to try and save as much money as possible.

Valley Mental Health did not follow CDBG requirements when going out to bid, and the County said that they could not be reimbursed for that project. Ms. Price encouraged them to apply this year, but they chose not to.

South Valley sanctuary had \$7 leftover from a window project. Family Support Center had \$60 remaining. Valley Services had \$2800 left, because the contract was taken over mid-year from somebody else.

Mr. Shaver asked if it is a two year use policy. Ms. Price said that the County has two years on the contracts that they administer. CDBG has had a two year use, but are changing to a one year this year. Mr. Shaver asked if that meant that when the funds are received, they have to be used within the one year time frame. Ms. Price said that was correct but there may be exceptions due to weather or extenuating circumstances. There will be some flexibility on the one year date, if needed.

These rollover funds were lumped into the total amount that the CDC had allocated. CDBG recommended \$23,000, and the \$14,000 was built into that \$23,000.

Mr. Nicponski asked if CDBG would be impacted by sequestration. Ms. Price said that isn't known yet. There are varying reports out there.

Mr. Nicponski asked if the funds come directly to CDBG or if they go through the County. Ms. Price said the funds go through the County and the County gives an allocation based on the formula from HUD. CDBG reports to the County and the County administers some of the contracts. If an agency is funded by more than one city or by CDBG and the County, then the County will administer the contract.

CDBG administers the Neighborworks and Down Payment Assistance contracts. Neighborworks gets home money from the County but CDBG would like a little more control over those two programs to determine the impact on Murray City. Ms. Price administers those contracts and watches those funds carefully.

CDBG has also administered the Boys and Girls Club contract in the past, unless they received funds also from the County or another agency. Mr. Hales asked the amount that was funded last year to the Boys and Girls Club. Ms. Price said she believes the amount was \$25,000, this year it is \$16,000.

Ms. Price said to give some perspective; Neighborworks was funded at \$97,000 last year. Everybody has taken a really big hit. Mr. Shaver said the nice thing about Neighborworks is their focus right here in Murray City. Ms. Price explained that one reason Neighborworks received so much money last year was that a property had been sold, and those funds were able to be re-allocated to them. They are also on the verge of selling 4747 Box Elder; once that property is sold then CDBG will propose to give Neighborworks the profits made on the sale of

the property. Neighborworks also gets Tax Increment Financing (TIF) money; they receive 20% of the smelter site low income housing funds. Neighborworks received a substantial cut, but it isn't reflective of the work that they are doing. It was due to unfortunate cuts that had to be made.

Mr. Stam mentioned that the census was done and the numbers ended up being less than 50,000 which made it so the City wasn't eligible for entitlement community. He asked if the City had to wait until the next census or could the City show that it had more than 50,000 before the next census was done. Mr. Wilkinson said the City could apply but would have to provide the population count. If the City waits for the next census then the Federal Government does that count. It would take some resources from the City to provide that information. Mr. Stam said that the City has the current count and possibly once Fireclay is filled up, the numbers should be pretty close to the 50,000 requirement.

Ms. Price commented that South Jordan just became an entitlement community, and it has been a lot of work for only a little more money. There are perks about being an entitlement community but the County would then stop writing the reports every year, the analysis of impediment, and having to deal with other things that the County does. If the City got to that point, it would need to be a substantial increase in funding to make it worth it. CDBG would probably have to hire another person to oversee the program. It would be an option worth exploring if the City reaches those numbers.

Mr. Wilkinson complimented Ms. Price on the job that she does. He wanted to restate that the emphasis on housing is coming directly from HUD. CDBG was originally all about housing, and the pushback is to have CDBG focus on housing needs. Mr. Wilkinson said that all of the applicants were great with fantastic programs, and the day spent interviewing the applicants is a highlight to him. They are all doing such good work, and it is a tough thing to not be able to give all of them funding. He thanked Ms. Price again for the work that she has done.

Announcements

Ms. Lopez announced that the May 21st Council meeting has been rescheduled. The meeting needs to be held to approve the tentative Council Budget. There is the possibility that two Council Members will be out of town for the ICSC Convention. Mr. Shaver stated that he would make it back to town for the meeting.

Mr. Hales adjourned the meeting at 6:19

Kellie Challburg
Office Administrator II

Council Meeting

6:30 p.m.

Call to Order

Opening Ceremonies:

Pledge of Allegiance

Council Minutes

**Murray City Municipal Council
Chambers
Murray City, Utah**

DRAFT

The Municipal Council of Murray City, Utah, met on Tuesday, the 19th day of March, 2013 at 6:30 p.m., for a meeting held in the Murray City Council Chambers, 5025 South State Street, Murray, Utah.

Roll Call consisted of the following:

Brett Hales	Council Chair
Jim Brass,	Council Member - Conducted
Darren Stam,	Council Member
Jared Shaver,	Council Member
Dave Nicponski,	Council Member

Others who attended:

Daniel Snarr,	Mayor
Jan Wells,	Chief of Staff
Jennifer Kennedy,	City Recorder
Frank Nakamura,	City Attorney
Tim Tingey,	Administrative & Development Services Director
Justin Zollinger,	Finance Director
Pete Fondaco.	Police Chief
Blaine Haacke,	General Manager, Power Department
Greg Bellon,	Assistant General Manager
Bruce Turner,	Power Department
Gil Rodriguez,	Fire Chief
Jeff Ellis,	Fire Department
Chad Pascua,	Fire Department
Madisyn Mason,	Fire Department
Russ Jensen,	Fire Department
Amy Fisher,	Fire Department
Colby Atkinson,	Fire Department
Patrick John,	Fire Department
Ryan Lloyd,	Fire Department
Kevin Potter,	Fire Department
Jeff Griffith,	Fire Department

Laura Lloyd,
Sheri Van Bibber,
Jay Bollwinkle,
Mariah Griffith,
Citizens

Executive Secretary, Fire Department
Murray Exchange Club
Murray Exchange Club
Family Support Center

5. OPENING CEREMONIES

5.1 Pledge of Allegiance- Kevin Potter, Fire Department

5.2 Approval of Minutes

5.2.1 None scheduled

5.3 Special Recognition:

5.3.1 The Murray City Council honors Employee of the Month, Laura Lloyd, Fire Department Executive Secretary.

Staff presentation: Gil Rodriguez, Fire Chief

Chief Rodriguez said that Ms. Lloyd has worked for the City and the Fire Department for 18 years under three different Fire Chiefs. When you think about that and the different personalities she has worked with, it is a daunting task. She is not only a loyal employee but also a member of the Fire Department's family. Anytime they have a get-together or Fire Department functions, she is always right there getting into the mix, organizing, making food, etc. Chief Rodriguez said it is really great to have her dedication.

Ms. Lloyd works tirelessly on things such as the budget and payroll. Payroll in the Fire Department is not a fun thing. It is very complicated with their schedules but she is there and even comes in on the weekends to do the work. The Chief stated that he would be lost without her. Ms. Lloyd is also involved in many things that are not Fire Department related such as the golf tournament they put on, the National Fallen Fire Fighters Fundraiser of which they are in their sixth year with. When the Chief was in Maryland recently at a conference, the director said to him that he had nothing to worry about because he had Ms. Lloyd.

Chief Rodriguez said that one of the main reasons he wanted to honor Ms. Lloyd is that they have a great department and great fire fighters. One thing about Fire Fighters and Police Officers is that that there are often times in the community when people will come and thank them for what they do. On calls they get thanked and they get quite a bit of recognition. Ms. Lloyd doesn't get a lot of

recognition. She answers the phones, gets a few complaints, etc. and it is really an honor to publically thank her. The Chief stated that Ms. Lloyd deserves to be the Employee of the Month.

Chief Rodriguez, not wanting to break tradition, presented Ms. Lloyd with a rose and reiterated that he would be lost without her.

Mr. Brass presented Ms. Lloyd with a certificate and a gift card from the Council and thanked her for her good work. He also mentioned that her name would go on the plaque in the Council Chambers. Mr. Brass asked her to introduce her family.

Ms. Lloyd introduced her family, including her Fire Department family. She added that she had originally planned on being with the Department for five years and has now been there for 18 years. She also expressed her admiration for Chief Rodriguez saying that a man that can take on ambulance services and build two fire stations as if it were a piece of cake is to be admired.

Mr. Hales said that Ms. Lloyd is one of the nicest people working in the City and congratulated her.

5.3.2 Consider a Joint Resolution of the Mayor and the Municipal Council of Murray City, Utah in support of the Murray Exchange Club by recognizing and declaring April 2013 as National Child Abuse Prevention Month.

Staff Presentation: Mayor Snarr and Sheri Van Bibber

Mayor Snarr read the Resolution and Proclamation in its entirety.

Mr. Shaver made a motion to adopt the Resolution.

Mr. Hales 2nd the motion.

Call vote recorded by Jennifer Kennedy.

 A Mr. Shaver
 A Mr. Hales
 A Mr. Nicponski
 A Mr. Stam
 A Mr. Brass

Motion passed 5-0

Mayor Snarr presented the proclamation to Ms. Van Bibber and Mr. Bollwinkle, saying that they could not have adopted a better cause. He looks at the Nathan

Sloop case and it just makes him sick. Unfortunately these tragic events happen and they are doing what they can here locally, with the help of the Exchange Club, the officers, the victim advocates and everyone else that can step up, to help with these situations. Unfortunately with the challenging times that we have families can become dysfunctional and it is too bad that they take out their anger on their children. With that being said, Mayor Snarr thanked the Exchange Club for all that they do.

Ms. Griffith, Family Support Center Representative, stated that over the years they have received a lot of support from Murray City and they appreciate the responsiveness of this community. They have many volunteers from the community that come and do work with children who have been abused or are in the crisis nursery. They receive financial support and the support of the Exchange Club as well. They serve all of Salt Lake County and have a lot of different communities involved but feel a particularly strong response from Murray City in addressing child abuse. They really appreciate that support.

On a happier note, Ms. Griffith reported that child abuse did go down the past two years. The numbers have been decreasing after five years of increases. They are very excited to see that as programs are being developed people are responding and it is in fact getting better. She encouraged everyone to keep up the good work.

Ms. Van Bibber added that the Exchange Club supports the CAP centers all over the United States. There are 800 Exchange Clubs across the United States and because Utah has such a good system already in place they have not had to set up any of the Child Abuse Prevention Centers here. It is very close to her heart because she has a child who has been impacted by an internet predator. There are so many outreaching tentacles from what happens with this.

They have a banner that will go up on the front of City Hall and also a flag that will be flown and Ms. Van Bibber invited everyone to come out and tie the ribbons with them. It shows the support of Murray and especially the numbers that Murray has. Everybody thinks we are Mayberry R.F.D. sometimes.

Mr. Bollwinkle stated that it has been fun to be a part of this. It is a big problem and it is great to get the recognition out there. They do fundraisers and do the best that they can. He added that Ms. Van Bibber does a great job connecting to the kids and they have always enjoyed reaching out to the community to rally the support and thanked the City for the support they have given.

Mr. Shaver said that about two years ago he and his wife made the decision to take the classes offered by the Foster Care Program that is here in Murray that deals with children and abuse. They wanted to try to help with that and he said that it has been, in one sense, horribly enlightening and terrifying, but also marvelous that so many people want to help. He also serves on the Board of the South Valley Sanctuary and is very actively involved with them and helping

them. He and his wife have had several abuse families, women and children come into their home and stay. This is not just something he talks about, it is something he knows personally and has witnessed. Anything that they can do to help. He is very thankful for all that they all do.

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

None given.

Citizen comment closed

7. **CONSENT AGENDA**

7.1 None scheduled.

8. **PUBLIC HEARINGS**

8.1 None scheduled

9. **UNFINISHED BUSINESS**

9.1 None scheduled.

10. **NEW BUSINESS**

10.1 Consider an Ordinance amending Section 2.44.050 of the Murray City Municipal Code clarifying the compensation provision for the Power Advisory Board.

Staff Presentation: Blaine Haacke, General Manager

Mr. Haacke mentioned that the new scoreboard at the ball field will be going up tonight.

Mr. Haacke stated that this Ordinance is to rectify a wording problem that they found in the Ordinance that has existed for several years. The Power Advisory Board should be compensated for their meetings at \$75.00 per meeting. The problem that they have run into is that they met two times in one month a couple of months ago. It was not their intention to have it say \$75.00 per meeting. With Mr. Farnsworth's, Senior City Attorney, help they would like to have the wording changed to \$75.00 per month rather than per meeting.

Mr. Hales asked if this had been discussed with the Advisory Board.

Mr. Haacke said he had not. They do not know that this is happening. He had one Board Member that brought this to their attention. He thought it was \$75.00 per meeting but are not asking for more money.

Mr. Shaver verified the wording change is the only thing that they are addressing this evening.

Mr. Haacke said that was correct.

Mr. Stam said that in reading this, it says 'per month.' Is that in the months that they hold the meetings? It does not specify that in the Ordinance.

Mr. Haacke said that was correct. They are supposed to hold a meeting ten times a year. He wasn't sure if the wording says ten times or ten months a year. The Power Advisory Board has the option of not doing two months. Mr. Haacke added that if they don't meet, they don't get paid. Mr. Haacke told Mr. Stam that he wasn't sure about the answer to his question and referred the question to Mr. Nakamura.

Mr. Nakamura said that it does not say that in the Ordinance and it says 'no more than \$75.00'. They are not going to pay less than the \$75.00 per month. He will need to strike that language and change it to read that they will receive '\$75.00 per month for the months that meetings are held'.

Mr. Stam made a motion to adopt the Ordinance with the changes that have been recommended.

Mr. Shaver 2nd the motion.

Call vote recorded by Jennifer Kennedy.

 A Mr. Shaver
 A Mr. Hales
 A Mr. Nicponski
 A Mr. Stam
 A Mr. Brass

Motion passed 5-0

10.2 Consider a Resolution authorizing the execution of an Interlocal Cooperation Agreement between the City and Salt Lake County for sharing of election services for the City's 2013 Municipal Elections.

Staff presentation: Jennifer Kennedy, City Recorder

Ms. Kennedy stated that the purpose of this Resolution is for the City to enter into an Interlocal Cooperation Agreement with the County for the County to provide our election services for the upcoming municipal election. The cost to the City for the County to provide the election services is \$96,786.30. Some of the services that they will be providing the City will be laying out, designing, and ordering the ballots, programming the machines, getting the polling locations and poll workers placed, delivery of supplies and equipment, and administration of the early voting. We have contracted with the County in the past for election services and recommend approval of this Resolution.

Mr. Shaver made a motion to adopt the Resolution.
Mr. Hales 2nd the motion.

Call vote recorded by Jennifer Kennedy.

A Mr. Shaver
A Mr. Hales
A Mr. Nicponski
A Mr. Stam
A Mr. Brass

Motion passed 5-0

11. MAYOR

11.1 Mayor's Report

Mayor Snarr wanted to share some of the things that they had the opportunity to accomplish back in Washington D.C. this past week with the American Public Power Association. He thought it was very productive and he learned a lot of things that he wasn't aware of before. They are all on the same page as far as American public power goes, especially on issues that are concerning to us. One of the bigger issues is the contractual relationships with the power that we receive, the hydro power, and making sure that we were entered into those contracts when the plants, both Flaming Gorge and Glen Canyon Dam, were being built and that we have the right to continue to receive that power. Over the years they have made adjustments to us and we have taken on the additional rates. They are very reasonable but what they don't want to see happen is that being opened up to the private power providers who didn't enter into contracts originally when those plants were constructed. We guaranteed that power would be sold when they were finished.

Mayor Snarr said that currently, municipal bonds are non-taxable and are not at a high interest rate but whatever people receive on them. They are for the most part very secure bonds and they want to make sure they are not taxed. Not only is the Power Department concerned about that but our infrastructure projects would be impacted as well. People would look at other options and say that they would rather take the higher risk and have a bigger gain even if they have to pay taxes and weigh the differential. They may not want to go to municipal bond market and they are trying to protect what we have. He feels that things were reasonable.

They went to every congressional and senate office. Fortunately three of them were available and they met with Senator Lee, Chris Stewart and Jim Matheson. The others could have met with them but President Obama is reaching out and trying to get concurrence from the Republicans to see what they can do regarding the budget and reigning it in. While they were back there, he was holding the meetings with those offices so they weren't available. The staff from both Senators Hatch, and Bishop's offices met with them and were very accommodating. It was a well worthwhile opportunity. The Mayor had the opportunity to see the World War II memorial while in Washington D.C. and they all had a great time.

Mayor Snarr noted that tomorrow morning there will be a little photo-op to start the demolition process with the New Concept building. They are going to move really fast on that site. They are also looking for someone to take the Take Five sign, which the Mayor is going to look at if no one else wants it and is thinking about putting it on the historic house.

11.2 Questions of the Mayor

Mr. Shaver said that he has noticed that the Lexus dealership has moved to their new location.

Mayor Snarr said they had, and that they laid the sod today which they got from Southern Utah where it has a better growing season.

Mr. Shaver said that whole side of the street is looking very good.

Mayor Snarr agreed with the exception of the tattoo parlor. They want to buy that building but cannot come to an agreement on that. Greg really wants the property and offered, what the Mayor feels is an unbelievable amount of money for it but the owner refuses to sell. Life goes on and the area looks great.

Mayor Snarr added that on June 12th is when they said they were going to open the Lexus dealership and the Council will be invited.

Mayor Snarr also noted that on April 10th, they want to have a shovel ceremony to lift the dirt for the new Marriott hotel. It may be shifted to the next week if the Council can't do it on that date.

Mr. Shaver said that he had received a comment from one of the neighbors on 5300 South who said they thought the impact of those construction vehicles would create havoc on the streets, but that it was a lot less than they had expected.

Mayor Snarr said that when the fair grounds were taken down there was much more activity and construction due to the massive hill that was there. It took them almost six months to complete that project and retain all of that. When you have to tear things down and redo them, it is the nature of that work. He is excited about these projects because they really have the opportunity to correct the safety issues in that area in conjunction with the School District. Marriott has said that they will put in that ingress and egress to match up with theirs. The City is also looking into the ingress and egress issues and participate financially to make areas safe. The School District will put in a light to stop traffic and put signage in to make people aware of the red light stop area. That will finally be straightened out after all these years and all of the challenges that were there.

Mayor Snarr said that he and Mr. Tingey are also excited about the Hilton Hotel as well.

Mr. Hales wished Mr. Brass a happy birthday.

12. ADJOURNMENT

Jennifer Kennedy, City Recorder

DRAFT

**Murray City Municipal Council
Chambers
Murray City, Utah**

The Municipal Council of Murray City, Utah, met on Tuesday, the 2nd day of April, 2013 at 6:30 p.m., for a meeting held in the Murray City Council Chambers, 5025 South State Street, Murray, Utah.

Roll Call consisted of the following:

Brett Hales	Council Chair
Jim Brass,	Council Member
Darren Stam,	Council Member
Jared Shaver,	Council Member - Conducted
Dave Nicponski,	Council Member

Others who attended:

Daniel Snarr,	Mayor
Jan Wells,	Chief of Staff
Jennifer Kennedy,	City Recorder
Frank Nakamura,	City Attorney
Pete Fondaco,	Police Chief
Chad Wilkinson,	Community & Economic Development Division
Kevin Potter,	Fire Department
Citizens	

6. **OPENING CEREMONIES**

6.1 Pledge of Allegiance- Councilman Jared Shaver

6.2 Approval of Minutes

6.2.1 Approval of the Minutes for February 05, 2013.

Mr. Brass made a motion to approve the minutes for February 5, 2013.
Mr. Hales second the motion.

Voice vote taken, all 'ayes'.

6.3 Special Recognition:

6.3.1 None scheduled

7. **CITIZEN COMMENTS** (Comments are limited to 3 minutes unless otherwise approved by the Council.)

None given.

Citizen comment closed

8. **CONSENT AGENDA**

8.1 None scheduled.

9. **PUBLIC HEARINGS**

9.1 Public Hearing #1

Mr. Shaver noted that the sponsor, Camter Development, was not able to attend tonight's meeting. Because the Public Hearing was already scheduled, public comment will be taken. Mr. Shaver encouraged everyone to return on April 16, 2013 when this issue will be addressed. The sponsor needs to hear the public comment and the public needs to make their comments known to him. Mr. Shaver add that those who want to make a comment tonight regarding this issue are invited to do so.

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

Consider an Ordinance relating to land use: amends the General Plan from Residential Single-Family Low Density to Residential Business and amends the Zoning Map from A-1 (Agricultural) to R-N-B (Residential Neighborhood Business) for the property located at approximately 6271 South 900 East, Murray, Utah. (Camter Development)

Frank Nakamura, City Attorney, asked Chad Wilkinson, Community and Economic Development Division Manager, to address this issue.

Staff presentation: Chad Wilkinson, Community & Economic Development Division Manager.

Mr. Wilkinson stated that there has been a request for a postponement from the applicant, Jared Cameron. That request was received too late for the City to issue a new notice to let the public know that the Public Hearing would be postponed until April 16, 2013.

Mr. Wilkinson reiterated Mr. Shavers comment and encouraged those who would like to comment on this issue wait until that time. The City feels that the discussion that they need to have related to this issue would be better served if all parties were present at the same time. Mr. Wilkinson recommended that the public comment be postponed. If the Council feels that they would like to take some public comment tonight that could happen. The City feels that it is appropriate for the applicant to be present so that he can respond to any concerns raised by the neighboring property owners. Mr. Wilkinson said that staff would recommend postponing the public hearing until April 16, 2013.

Mr. Nakamura apologized for the postponement. For those that are here to speak, he feels that the comments would mean much more if there is a background provided by the applicant. The City will take comments on April 16, 2013. It is the City's recommendation that the public wait until April 16, 2013 to make comments to allow the other side to speak. This will provide the Council a background of this issue and will make the public comments more meaningful to the Council as the decision makers. It will be duplicative if the public decides to make comments now and again on April 16, 2013. The applicant will be here on that date and there will be another Public Hearing on this matter. It is a matter of fairness. The applicant put the City in an awkward position by not letting them know. The City is about providing fundamental fairness to everybody. Without hearing both sides it could provide an unfairness to the applicant. Though the City can't prevent you from talking, what they are asking is for people to come in on April 16, 2013 and at that time present their comments with the background

that the applicant will provide. It will then be more meaningful for the Council to evaluate it and make a decision.

Mr. Nicponski asked Mr. Nakamura if the Council wanted to stay after the meeting and speak to some of these people, would there be any objection to that.

Mr. Nakamura stated that the Council be allowed to do that but they would like to have a fundamentally fair process. That means that everyone has the opportunity to present their views. The City likes to do that out in the open. He would discourage the Council from doing that. The City has transparency requirements. That is what the Government is required to do. As much business as the City can do out in the open and transparent, so everybody can see it, that is the way that the City would like to do business.

Public Comment

Joyce Swan, 989 Wheeler Farm Cove, Murray, Utah

Ms. Swan said that there are two partners with Camter Development and she understands that Jared Cameron cancelled. Is the second partner no longer a part of this?

Mr. Shaver stated that for the record, Jared Cameron was the one who was going to make the presentation to the Council. The other partner is not available. He added that if comments are being made, the Council has still not heard Mr. Cameron's portion of this.

Mr. Stam noted that he had heard from Mr. Cameron that the other partner was out of town.

Ms. Swan reiterated what she had said at the last meeting. The property was zoned for agricultural. She doesn't think that anyone is naïve to the fact that something is going to be built there. They would just like to see something built there for what it is zoned at as planned by the City. There seems to be some discrepancy that the neighbors don't want to see anything built there. They would just like to see something built there that it is zoned for.

James Pollock, 980 Wheeler Farm Cove, Murray, Utah

Mr. Pollock said that this is the second time that they have gone through a rezoning issue with Camter Development. At what point do they come to some sort of a conclusion where that is the way it stands and they don't have to continue to go through the same process wasting everyone's time? He would like to know how long of a process this can be with Camter Development. This is just another attempt to rezone the same property.

Karl Lind, 6181 So. 900 E., Murray, Utah

Mr. Lind lives immediately adjacent and to the north of the property which is being proposed for rezoning. If he is not mistaken, this has been attempted three times, this being the third effort. The City Council will have heard this twice on the next presentation. His question is, having heard the developer's plans and intentions as well as his aspirations, doesn't the Council have a fairly adequate knowledge of what it is that he desires? Why shouldn't this proceeding proceed? Some of the public are in and out of the State of Utah and though he is not incapable of being at the next meeting it is of some inconvenience that they make plans to be there. He is not certain that this is not a tactic. He feels that the Council may be tiring of this as the citizens are. Mr. Lind wanted to submit a letter which the Council may have already received previously.

The Council stated that they had received that letter. Mr. Stam verified that Mr. Lind's letter was the one about the exchange of property.

Mr. Lind responded that it was.

Mr. Stam said that the reason that this was pulled was at his recommendation. He had met with Mr. Cameron last week and spoke to him about it. His family had gone on vacation and he was going to fly back from Disneyland, leave his family there and fly back down tomorrow morning just to be here for this meeting. Mr. Stam spoke to him about the different possibilities and the different things over there. He walked the property and knows that all of that property is future zoned, with the exception of Mr. Lind's property, to be General Office. South of that is open-space. That is the future map. Mr. Stam recommended that Mr. Cameron pull the application until they had a little more time to discuss the possibilities and not ruin his vacation with his family.

Mr. Lind asked Mr. Stam to clarify which properties have been zoned for commercial outside of the nine acres which are currently Lind Ranches property.

Mr. Stam said that he did not say these properties were currently zoned, but that they are planned in the future zoning in the General Map. The property that is north of Mr. Lind's property is already planned to be zoned General Office.

Mr. Lind said that he was aware of that. He asked about the Sam Skaggs property.

Mr. Shaver interrupted stating that this is an opportunity for making public comment. If they are going to have dialogue, there are others who would like to make comments and the time needs to be kept under three minutes.

Mr. Nakamura added that it should be kept to the agenda items. They are not allowed to go beyond what is on the agenda.

Mr. Shaver said that as far as how the area will be zoned in the future is not an item for discussion at this particular meeting. All they are looking at is the zoning for the R-N-B change tonight.

Mr. Stam added that this was not a ploy on Mr. Cameron's part.

Kae Lynne Nielson, 986 E. Wheeler Farm Cove, Murray, Utah

Ms. Nielson stated she went through a lot to be here tonight. They have all had notice of this meeting for two or three weeks. Mr. Cameron knew when the hearing was, so why would he plan a trip for this particular time?

Mr. Stam said because it is Spring Break.

Mr. Hales said that he met with Mr. Cameron about a day before Mr. Stam and he had no idea that Mr. Cameron would not be here until Jan mentioned it to him. When he heard that, his first question was did he notify the neighbors? It would be the respectful thing to do.

Mr. Shaver said that was true. Unfortunately, the only person that can answer Ms. Nielson's question is Mr. Cameron. It is not a question that the Council can answer or address. She will need to ask him why he made that decision. Mr. Shaver can understand Ms. Nielson's frustration.

Mr. Nakamura interjected saying that the Council will take public comment if they want but it has been explained that without the applicant available it will not be meaningful and the City will always err on the side of process. As far as answering that question....

Ms. Nielson interrupted, saying she respects that and that's fine. They will make their comments on April 16, 2013. She just needed to voice that frustration.

Mr. Shaver asked Mr. Wilkinson to address the process of how items are brought to the Council.

Mr. Wilkinson stated that a zone change is a two-step process. The first step is for the request to go before Planning Commission. This is not just a Murray City process it is outlined in State law under the LUDMA provisions. The zone change is submitted to the Planning Commission for a review and recommendation and then it comes before the City Council. The Code does limit the ability for someone to come back on the same zone change request. You cannot be denied a

zone change request and then come back with the exact same request until a certain amount of time has passed. However, if someone wishes to come forth with a different zoning designation, which is the case tonight, that can occur. Whether or not the Council decides to approve that or not is up to them.

Mr. Wilkinson added that this is not without cost to the applicant. It does cost them the same amount of application fees every time that they consider this. A Zone Map amendment is \$500.00, a General Plan amendment is \$500.00. The combined application fee is \$1,000.00 which is non-refundable. That is something that an applicant would bear each time they come forward with a new zoning designation for review. This is the third time the applicants have applied. The first time was for Single-Family Residential which is allowed and designated in the General Plan. They did receive a positive recommendation on that first application.

Mr. Shaver wanted to know if he understands this correctly. Once they submit the application, it goes to Planning and Zoning for consideration of a zone change.

Mr. Wilkinson said that was correct. It goes to the Planning Commission for review and everyone was present for that recommendation meeting. That is a requirement of State law that they make a recommendation on any amendment to the General Plan.

Mr. Shaver asked if the only reason it would come before the Council is if it were denied by the Planning Commission.

Mr. Wilkinson stated that it would come before the Council no matter what. In this case the Planning Commission did recommend denial. Often they recommend approval and the Council sees those as well.

Mr. Nicponski asked if this was sort of a technique. The applicant starts at one level with Planning and Zoning which is most profitable and if that is denied, he goes to the next one and the next one.

Mr. Wilkinson stated that would be a question for the applicant and not for staff. Staff only processes the requests.

Mr. Nicponski said that he wanted the public to know that it is not only their frustration.

Mr. Wilkinson stated that he understands the frustration. They wish that they would have received a little more notice of the cancellation as well. They would have liked to have the time to make some notices but they did not have the time and apologize for the inconvenience.

Mr. Shaver stated for the record that no matter how frustrated the Council gets

with issues, and they do get as frustrated as some of those in attendance, they still have to look at the issues with as much unbiasedness and prejudice as they can. They hope that the public does as well. The Council appreciates that people came out to make comments because the Council wants to hear those. They would encourage everyone to come back on April 16, 2013. There may be some recommendations from some of the Council that may be beneficial to people from that.

Mr. Brass said that land use is difficult and the Council is the legislative body on this. What they need to do on every issue is create a record that will stand up in court. It is the way they proceed. The last time they went through this they said it was not the applicant or the project but is the zone appropriate for the area. At the time, the zone was not. Those are the rules that they will work under on this.

Mr. Brass has seen decisions where the record was very good yet it was turned over in court because the judge did not like the way the Planning Commissioners stated their motion. It is critical that this is done properly. Whether you like it or not, the City has to give the applicant a chance to speak and be able to hear what the public is saying. It is almost like a court of law in being able to confront your accusers. That may be a bad choice of words but it still applies. They need to be very, very careful on that because courts tend to go with the property owner and against the City on these issues. Sometimes that is not a good thing.

Mr. Hales said that they respect everyone's time and knows it can be frustrating when they aren't notified when the City was notified and the public wasn't.

Mr. Nicponski echoed Mr. Hale's sentiments. He feels their frustration and angst. He knows that everyone has busy schedules and the Council respects that. It is unfortunate that this needed to be postponed but they will do the right thing.

Mr. Shaver paid everyone in attendance a compliment. The Council loves it when citizens are involved, when they come, when they comment and it really means something to them. It makes the Council feel that they are not up there by themselves. He thanked everyone for their involvement.

Mr. Nakamura asked if they could have a motion and asked if there were any more comments to be made before they continue the hearing. He asked for a motion to continue, not close, the Public Hearing until April 16, 2013.

Public Comment closed.

Mr. Brass made a motion to continue the public hearing until April 16, 2013.
Mr. Nicponski 2nd the motion.

Call vote recorded by Jennifer Kennedy.

A Mr. Hales
A Mr. Nicponski
A Mr. Stam
A Mr. Brass
A Mr. Shaver

Motion passed 5-0

10. UNFINISHED BUSINESS

10.1 None scheduled.

11. NEW BUSINESS

11.1 Consider an Ordinance amending Sections 2.66.020(D) and 2.66.030 of the Murray City Municipal Code relating to elections.

Staff Presentation: Frank Nakamura, City Attorney

Mr. Nakamura stated that in this last legislative session, House Bill 403 was passed. Part of what it did was to change the deadline for declaration of candidacy in a City Election from June 15th to June 7th and change the deadline for filing a declaration of candidacy for becoming a valid write-in candidate from 45 days before a Municipal General Election to 60 days before a Municipal General Election. The City needs to change those dates from June 15th to June 7th for filing a declaration of candidacy and for a write-in candidate from 45 days to 60 days prior to a Municipal General Election.

Mr. Nicponski stated that cuts the time down to one week.

Mr. Nakamura stated that very much shortens up the time for filing a declaration of candidacy. There are provisions in regards to whether those days fall on a weekend, moving it to the next weekday. He asked Ms. Kennedy to explain the filing dates for this year.

Ms. Kennedy said that it would be June 3rd to June 7th, 2013 for the filing dates.

Mr. Nakamura said that it was very much shortened this year.

Mr. Nicponski made a motion to adopt the Ordinance.
Mr. Stam 2nd the motion.

Call vote recorded by Jennifer Kennedy.

 A Mr. Hales
 A Mr. Nicponski
 A Mr. Stam
 A Mr. Brass
 A Mr. Shaver

Motion passed 5-0

12. MAYOR

12.1 Mayor's Report

Mayor Snarr encouraged everyone to look across at the beautiful new signage at the Ken Price Ball Park. That sign was donated in honor of the 100 Year recognition of Murray City Power. It is a beautiful sign and something that we should all be proud of. He has already heard a lot of great comments from the residents on the sign.

Mayor Snarr said that the UTA airport TRAX line will open on April 13, 2013. Rides for a can of food will be available that afternoon to celebrate this new transportation option. If people would like to take their families down and take a ride for a can of food they can do so. The Mayor is very excited about this. They will have a special opportunity for Murray to come on Saturday at 2:00 p.m. and recognize the work that it took to make this happen.

By the end of this year, UTA will have the completion of the five major projects that they funded with the completion of the Draper Line, Trolley Square and Sugar house projects. The next major project will probably be a trolley up to Alta Canyon, which is several decades away.

The Mayor stated that as part of the Joint Resolution on Child Prevention that was passed at the last Council meeting, there will be an event on the front lawn of City Hall this coming Monday, April 8, 2013 to tie ribbons in the trees and place pinwheels on the grounds. The group would welcome your participation in this and if you would like to participate, it will be at 6:30 p.m.

Mayor Snarr said that because of Zoning, we were able allow for another beautiful facility for Recovery Way in addition to the one they already have. They have located a new rehabilitation center on Allendale Street. The ribbon cutting will be this Friday at 2:00 and Ms. Wells made a note that you can go visit the location between 12:00 -4:00 p.m. when they will hold an open-house for the new facility.

The Mayor noted that they have not come to stopping the construction on the new Marriott hotel. He was over there early this morning and thought someone was stealing the wire out of a light post. After the incident that happened on the freeway, the Mayor asked him what he was doing and found that he was cutting the wire off so that no one gets electrocuted when they start excavating the north wall. There are some challenges that the Building Department has and the Mayor spoke with Gilbert Gonzales to find out if there was some interconnectivity between multiple lights and where it was coming from. It comes out of the County Complex because they put in all of the lighting when they built the complex with the additional parking resources. The Mayor was able to get to the bottom of this and got Tom Harvey from the Power Department to go over and help get the issue taken care of so no one gets hurt.

The big issue is shoring up that property so that the road doesn't have issues moving to the south. It is the road that accesses the property to the County Ice Center. You can envision that it goes up to the east off of Murray Park Lane and it is critical to shore that up correctly. Gary Howland had that same issue and had to drive piles all the way down along that side of Murray Park Lane and eventually put curb and gutter in. It had never had that before until that development was completed. They are working on all of that and are very excited about all of it.

Mayor Snarr looked over the plans this morning and feels that this is going to be a very nice addition to the City. They are going above and beyond what they originally intended to do with some very elaborate landscaping and nice water features. The Mayor is glad to see that project well underway before he leaves office.

12.2 Questions of the Mayor

Mr. Nicponski asked for an update on the Hilton Hotel area. It looks like some of the businesses in that area are now closed.

Mayor Snarr said that Alberto's has gone. He noticed yesterday that they were removing the signage and getting what they could out of the building. They did not take a lot as far as the refrigeration and cooking units, but they are gone. Wasatch Broiler is gone and Subway indicated that they would be there until this Friday.

Mayor Snarr said he did not know how fast they would pull the demolition permits. They indicated that they would like to start this month but it may be in May. There are issues that the City has to work with them simultaneously, including burying the overhead lines. They can demolish it carefully, avoiding the overhead lines. After the demolition the City can go in and begin the process of burying the line underground.

Mr. Stam thought that Mr. Tingey had mentioned that they have already pulled the permit.

Mayor Snarr said that supposedly everything is in place. Marriott was supposed to have the plans in on a Friday and didn't get them in until the following Monday, so the City has really pushed hard to get everything addressed. The concern was that they got the demolition permit and then said that they had questions concerning how they would shore up that driveway line where they will put in the terraced parking structure and retaining wall so that it wouldn't collapse. They just need to meet with their technical people and the City's Engineers to understand exactly how to do that to protect the integrity of the road. The Mayor would rather have them be safe than sorry and have an issue. You have to understand, particularly the public, that if something goes wrong they can come back and sue the City for not doing its due diligence. Just ask Draper City how they feel about all the roads that were put in and are now slipping. We need to do our homework as well.

Mayor Snarr added that he appreciates the Council for trying to encourage the people to come back and give Camter Development a fair shot. Whether you like it or not, things happen in life. He feels bad about it but at the same time would rather have the comments made and give him a chance to make his comments as well.

13. ADJOURNMENT

Jennifer Kennedy, City Recorder

Special Recognition #1

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 JOINT RESOLUTION OF MAYOR DANIEL C. SNARR AND THE MURRAY CITY MUNICIPAL COUNCIL IN RECOGNIZING AND SUPPORTING MAY 2013 AS BUILDING SAFETY MONTH - "Code Officials Keep YOU Safe"

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) Special Recognition in Joint Resolution for Building Safety Month

2. **WHEN REQUESTED:** (Explain when action on this proposal is needed by and why)
April 30th 2013

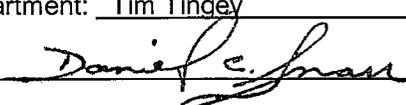
4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)
N/A

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

6. **REQUESTOR:**

Name: Gilbert Gonzales Title: Chief Building Official
Presenter: Gilbert Gonzales Title: Chief Building Official
Agency: Murray City Building Inspections Phone: 801-270-2413
Date: April 17th 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: Tim Tingey Date: April 17th 2013
Mayor:  Date: April 17th 2013

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

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

9. **NOTES:**

**A Joint Resolution
of
Mayor Daniel C. Snarr
And the Murray City Municipal Council
In Recognizing and Supporting
MAY 2013
as
BUILDING SAFETY MONTH**

- Whereas,** our City's continuing efforts to address the critical issues of safety, energy efficiency and sustainability in the built environment that effect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and
- Whereas,** our confidence is achieved through the devotion of vigilant guardians - building safety and fire prevention officials, architects, engineers, builders, laborers and others in the construction industry - who work year-round to ensure the safe construction of buildings; and
- Whereas,** these guardians - dedicated members of the International Code Council – use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play; and
- Whereas,** the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most US cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wild-land fires and earthquakes; and
- Whereas,** **Building Safety Month** is sponsored by the International Code Council and International Code Council Foundation, to remind the public about the critical role of our communities' largely unknown guardians of public safety - our local code officials - who assure us of safe, efficient and livable buildings; and
- Whereas,** **Building Safety Month: "Code Officials Keep YOU Safe"** the theme for **Building Safety Month 2013**, encourages all Americans to raise awareness of the importance of building safety; green and resilient building; pool, spa and hot tub safety; backyard safety and new technologies in the construction industry. **Building Safety Month 2013**, encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies; and
- Whereas,** each year, in observance of **Building Safety Month**, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property; and

NOW, THEREFORE, as Mayor and Murray City Municipal Council, we do hereby resolve to recognize and support the month of
May 2013
as
Building Safety Month
"Code Officials Keep YOU Safe"

and we support and encourage our citizens to join with us by participating in our special **Building Safety Month** activities held on May 1st and May 22nd 2013 from 10:00 am to 2:00 pm at Lowe's - 469 West 4500 South in Murray, UT.

Passed, Approved and Adopted this 30th day of April 2013.

MURRAY CITY CORPORATION

Daniel C. Snarr, Mayor

ATTEST:

Jennifer Kennedy, City Recorder

MURRAY CITY MUNICIPAL COUNCIL

Brett A. Hales, Chairman, District 5

Dave Nicponski, District 1

Darren V. Stam, District 2

Jared A. Shaver, District 4

James A. Brass, District 3

Citizen Comments

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

New Business Item #1



MEMO

To: Murray City Council
Jan Lopez, Council Director
From: Mayor Dan Snarr
Date: April 18, 2013
RE: Budget Address

Thank you for the opportunity to share my budget recommendations with you. The process of having a Capital Improvement Plan has allowed us to work together to outline the priorities of the City, based on the expertise of the various departments. Our Finance and HR Directors have provided a variety of options for employee compensation, which you have also had the chance to review. Our operational expenses have been kept at the same level as prior years to allow us to use additional revenue for employees and other projects.

I am excited about the future of our City. While my proposed budget won't fix all our challenges, it is a budget with optimism. I look forward to the opportunity to present the work that has been prepared with the help of our capable staff.

Thank you for your consideration.

RESOLUTION NO. _____

A RESOLUTION ACKNOWLEDGING RECEIPT OF THE FISCAL YEAR 2013 - 2014 TENTATIVE BUDGET FROM THE MAYOR AND THE BUDGET OFFICER, AND REFERRING THE MAYOR'S TENTATIVE BUDGET FOR REVIEW AND CONSIDERATION TO THE BUDGET AND FINANCE COMMITTEE OF THE MURRAY CITY MUNICIPAL COUNCIL.

WHEREAS, Section 10-6-111 of the Utah Code requires that on or before the first regularly scheduled meeting of the governing body in May of the current fiscal year, the Mayor and the City's Budget Officer shall prepare the Mayor's tentative budget for each fund for which a budget is required for the ensuing fiscal year; and

WHEREAS, the Mayor and the City's Budget Officer, Justin Zollinger, submitted the fiscal year 2013 - 2014 Mayor's tentative budget on April 30, 2013, to the Murray City Municipal Council; and

WHEREAS, the Murray City Municipal Council wants to acknowledge receipt of the Mayor's tentative budget and refer it to the Budget and Finance Committee.

NOW, THEREFORE, be it Resolved by the Murray City Municipal Council as follows:

1. It hereby acknowledges receipt of the fiscal year 2013 - 2014 Mayor's tentative budget from the Mayor and the City's Budget Officer, Justin Zollinger, on April 30, 2013.
2. The submitted Mayor's tentative budget is hereby referred to the Budget and Finance Committee of the Murray City Municipal Council for review and consideration.

DATED this 30th day of April, 2013.

MURRAY CITY MUNICIPAL COUNCIL

Brett A. Hales, Chair

ATTEST:

Jennifer Kennedy, City Recorder

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.)

CONSIDER A RESOLUTION APPROVING AN AMENDMENT TO AN INTERLOCAL AGREEMENT WITH MEMBER ENTITIES OF THE CENTRAL VALLEY WATER RECLAMATION FACILITY.

2. KEY PERFORMANCE AREA: (Please explain how request relates to Strategic Plan Key Performance Areas.)

FINANCIALLY SUSTAINABLE; 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 APRIL 30, 2013

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy?

Resolution (attach copy)

Has the Attorney reviewed the attached copy? YES

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.)

MEMO, RESOLUTION, ORDINANCE

6. REQUESTOR:

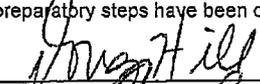
Name: DOUG HILL Title: PUBLIC SERVICES DIRECTOR

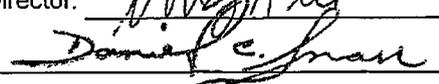
Presenter: DOUG HILL Title: PUBLIC SERVICES DIRRECTOR

Agency: MURRAY CITY Phone: 801-270-2404

Date: APRIL 9, 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: 4/9/13

Mayor:  Date: 4/10/13

8. COUNCIL STAFF: (For Council use only)

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

Recommendation: _____

9. NOTES:



MEMO

To: Mayor Daniel C. Snarr
From: Doug Hill, Public Services Director
Cc: Jan Wells, Chief of Staff
Danny Astill, Water Superintendent
Date: April 9, 2013
Subject: Central Valley Water Reclamation Facility Interlocal Agreement

Attached is a Resolution requesting an amendment to the Interlocal Agreement with Central Valley Water Reclamation Facility. This amendment further clarifies 1) the ownership of the plant and assets, and 2) the annual operating assessment. I am requesting that this be presented to the City Council for their consideration.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AMENDMENT TO AN INTERLOCAL AGREEMENT WITH MEMBER ENTITIES OF THE CENTRAL VALLEY WATER RECLAMATION FACILITY

WHEREAS, the City entered into an Interlocal Agreement with Member Entities of the Central Valley Water Reclamation Facility (Central Valley") in November 2000 ("Agreement"); and

WHEREAS, the City and other Member Entities of Central Valley want to amend the Agreement to clarify the responsibilities of Member Entities regarding capital replacement and plant or process enhancement costs.

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

1. It hereby approves the Amendment to the Interlocal Agreement between the City and Member Entities of the Central Valley Water Reclamation Facility, in substantially the form attached; and
2. 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 , 2013.

MURRAY CITY MUNICIPAL COUNCIL

Brett A. Hales, Chair

ATTEST:

Jennifer Kennedy, City Recorder

CENTRAL VALLEY WATER RECLAMATION FACILITY
Amendment to the November 1, 2000 Amended Interlocal Agreement
Effective date of Amendment _____, 2013

I. PARTIES TO AGREEMENT

The parties to the Central Valley Water Reclamation Facility, Amended Agreement (Interlocal Agreement), effective November 1, 2000 and the Central Valley Water Reclamation Facility desire to amend the Interlocal Agreement. The parties include the Cottonwood Improvement District, a governmental entity, hereinafter referred to as “Cottonwood;” Mt. Olympus Improvement District (formerly known as Salt Lake City Suburban Sanitary District No. 1) a governmental entity, hereinafter referred to as “Mt. Olympus;” Granger-Hunter Improvement District, a governmental entity, hereinafter referred to as “Granger-Hunter;” Kearns Improvement District, a governmental entity, hereinafter referred to as “Kearns;” Murray City, a municipal corporation, hereinafter referred to as “Murray;” South Salt Lake, a municipal corporation, hereinafter referred to as “South Salt Lake;” Taylorsville-Bennion Improvement District, a governmental entity, hereinafter referred to as “Taylorsville-Bennion;” and the Central Valley Water Reclamation Facility, a regional governmental entity, hereinafter referred to as “Central Valley.” All of the above Cities and Districts being hereinafter referred to collectively as the “Member Entities.”

II. AMENDMENT

The Central Valley Water Reclamation Facility, Amended Agreement, approved by the Board on November 1, 2000 (the “ Interlocal Agreement”), is amended in the following manner:

Section V. C. **Budget Allocations** 1. Future Capital Expenditures a. on Page 14 shall be changed to read as follows:

“Capital replacement and plant or process enhancement costs will be billed to the Member Entities in accordance with paragraph 1) below. Capital replacement and plant or process enhancement asset ownership allocation to the Member Entities will be in accordance with paragraph 2) below. In order to effect the paragraph 2) computation, the assignment of the capital asset, within one of the capital ownership interest categories (the “Capital Ownership Interest Categories”) described in Section 1. c. or its equivalent section (“Summary of Significant Accounting Policies-Organization”) of the most recent Annual Audit Report, will be made by the Central Valley Board.

1) Central Valley prepares Tables on a monthly basis showing the “Percent of Total Operating and Maintenance Costs” based upon the twelve month rolling average of flow and strength of

waste load of each Member Entity's delivered wastewater. Central Valley shall bill capital replacement and plant or process enhancement costs to the Member Entities based upon their actual annual utilization as shown in the Tables for the month of October that precedes the year in which the allocation will be made.

2) Allocation of capital replacement and plant or process enhancement asset ownership will be divided among the Member Entities based upon their ownership percentage for the Capital Ownership Interest Category to which the capital replacement and plant or process enhancement asset was assigned by the Central Valley Board.

Section V. E. Terms of Payment of Entity Assessments

The first paragraph of this subsection shall be changed to read as follows:

“All assessments for Central Valley expenditures shall be issued in writing to the Member Entities on or before the 10th day of each month. Should the 10th day fall on a holiday or weekend, the assessment will be issued on the first business day following said holiday or weekend. All assessments for Central Valley expenditures are due and payable on the later date of: 1) the Board Meeting in the month in which the assessment was issued; or 2) the 26th day of the month in which the assessment was issued. Should the 26th day of the month fall on a holiday or weekend, then the assessment will be due on the first business day following said holiday or weekend. If no Board Meeting is held in a given month, the assessment for that month is due on the 26th day of said month or on the next business day if the 26th day of said month falls on a holiday or weekend. Any assessment not paid on the due date shall bear interest at an annual rate to be determined by the Board. Any assessment plus interest not paid within 20 days of receipt of the written assessment must be presented to the Board and a plan for payment of such assessment plus interest approved by the Board.”

**III. REQUIRED SIGNATURES FOR APPROVAL OF _____, 2013
AMENDMENT**

ATTEST:

COTTONWOOD IMPROVEMENT DISTRICT

Clerk

By: _____
Its: Board of Trustees Chairman

MT. OLYMPUS IMPROVEMENT
DISTRICT

ATTEST:

Clerk

By: _____
Its: Board of Trustees Chairman

GRANGER-HUNTER IMPROVEMENT
DISTRICT

ATTEST:

Clerk

By: _____
Its: Board of Trustees Chairman

KEARNS IMPROVEMENT DISTRICT

ATTEST:

Clerk

By: _____
Its: Board of Trustees Chairman

MURRAY CITY

ATTEST:

City Recorder

By: _____
Its: Mayor

SOUTH SALT LAKE

ATTEST:

City Recorder

By: _____
Its: Mayor

ATTEST:

TAYLORSVILLE-BENNION
IMPROVEMENT DISTRICT

Clerk

By: _____
Its: Board of Trustees Chairman

ATTEST

CENTRAL VALLEY WATER
RECLAMATION FACILITY

Secretary

By: _____
Its: Board of Trustees Chairman

IV. AUTHORIZED ATTORNEY'S APPROVAL

WITNESSETH:

WHEREAS, the _____, 2013 Amendment to the November 1, 2000 Amended Agreement, has been submitted by the respective parties to their authorized attorneys;

WHEREAS, the respective authorized attorneys were asked to review the _____, 2013 Amendment to the November 1, 2000 Amended Agreement to see if the form was proper and compatible with state law; and

WHEREAS, the respective authorized attorneys have all completed their review of the _____, 2013 Amendment to the November 1, 2000 Amended Agreement.

NOW, THEREFORE, all of the authorized attorneys of the respective parties now hereby certify that the _____, 2013 Amendment is in proper form and is compatible with the laws of the state of Utah.

DATED: _____

COTTONWOOD IMPROVEMENT DISTRICT

By: _____
Its: _____

DATED: _____

MT. OLYMPUS IMPROVEMENT DISTRICT

By: _____
Its: _____

DATED: _____

GRANGER-HUNTER IMPROVEMENT DISTRICT

By _____
Its: _____

DATED: _____

KEARNS IMPROVEMENT DISTRICT

By: _____
Its: _____

DATED: _____

MURRAY CITY

By: _____
Its: _____

DATED: _____

SOUTH SALT LAKE

By: _____
Its: _____

DATED: _____

TAYLORSVILLE-BENNION IMPROVEMENT
DISTRICT

By: _____

Its: _____

DATED: _____

CENTRAL VALLEY WATER RECLAMATION
FACILITY

By: _____

Its: _____

New Business 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.)

CONSIDER A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE STATE OF UTAH, UTAH STATE HISTORY, DEPARTMENT OF HERITAGE AND ARTS FOR A GRANT TO UNDERTAKE LOCAL HISTORIC PRESERVATION PROJECTS UNDER THE CERTIFIED LOCAL GOVERNMENT PROGRAM.

2. KEY PERFORMANCE AREA: (Please explain how request relates to Strategic Plan Key Performance Areas.)

VIBRANT PARKS, RECREATION, AND CULTURAL AMENITIES.

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

Council Meeting OR Committee of the Whole

Date requested APRIL 30, 2013

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy?

Resolution (attach copy)

Has the Attorney reviewed the attached copy? YES

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.)

\$10,000 GRANT REVENUE TO GENERAL FUND OVER FISCAL YEARS 2013 AND 2014.

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

MEMO, RESOLUTION, ORDINANCE

6. REQUESTOR:

Name: DOUG HILL Title: PUBLIC SERVICES DIRECTOR

Presenter: DOUG HILL Title: PUBLIC SERVICES DIRRECTOR

Agency: MURRAY CITY Phone: 801-270-2404

Date: APRIL 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: *Doug Hill* Date: 4/10/13

Mayor: *Daniel C. Fran* Date: 4/10/13

8. COUNCIL STAFF: (For Council use only)

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

Recommendation: _____

9. NOTES:



MEMO

To: Mayor Daniel C. Snarr
From: Doug Hill, Public Services Director
Cc: Jan Wells, Chief of Staff
Mary Ann Kirk, Cultural Programs Manager
Date: April 10, 2013
Subject: Utah State History Grant

Attached is a Resolution requesting approval of a \$10,000 grant from the State of Utah, Utah State History, Department of Heritage and Arts. Matching funds are included in the 2013 and proposed 2014 fiscal year budget. The grant will be used to 1) prepare a National Register historic district nomination for the Hillcrest historic district, and 2) prepare National Register nominations for 5-7 buildings within Murray City.

I am requesting that this be presented to the City Council for their consideration. Please let me know if you have any questions or concerns.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE STATE OF UTAH, UTAH STATE HISTORY, DEPARTMENT OF HERITAGE AND ARTS FOR A GRANT TO UNDERTAKE LOCAL HISTORIC PRESERVATION PROJECTS UNDER THE CERTIFIED LOCAL GOVERNMENT PROGRAM

WHEREAS, the State of Utah, Utah State History, Department of Heritage and Arts ("State") allocates funds in support of local historic preservation projects; and

WHEREAS, the State has a grant in the amount of \$10,000 that would assist the City in preserving local historical projects; and

WHEREAS, it is understood that as part of the grant, the City needs to match the grant and accomplish the work items as detailed in Attachment B of the attached Agreement; and

WHEREAS, the Murray City Municipal Council believes it is in the best interest of the City to receive and match the grant.

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

1. It does hereby approve an Interlocal Cooperation Agreement between the City and the State of Utah, Utah State History, Department of Heritage and Arts in substantially the form attached hereto; 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.

ADOPTED AND APPROVED this day of , 2013.

MURRAY CITY MUNICIPAL COUNCIL

Brett A. Hales, Chair

ATTEST

Jennifer Kennedy, City Recorder

CONTRACT

DP-2 11/96

STATE OF UTAH

CONTRACT # _____

1. **CONTRACTING PARTIES:** This agreement is between the State of Utah,
Utah State History, Department of Heritage and Arts
referred to as STATE, and

Murray City Corporation

(Contractor)

5025 South State Street

(Address)

Murray UT 84107

(City)

(State)

(Zip)

referred to as CONTRACTOR.

Legal Status of Contractor

Sole Proprietor

Non-Profit Corporation

For-Profit Corporation

Partnership

Governmental Agency

Employer ID # (EIN) 87-6000254

State Vendor ID # 24082J

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this agreement is:
to undertake local historic preservation projects under the Certified Local Government program.
3. **PROCUREMENT:** This contract is entered into as the result of the procurement process on requisition
N/A—grant, FY- N/A.
4. **CONTRACT PERIOD:** This contract is effective 4/1/2013 and will terminate on 8/31/2014, unless otherwise
extended or terminated in accordance with the terms and conditions of this contract.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$10,000 for costs authorized by this contract.
See Attachment C. Paragraph 5 for details.
6. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**
Attachment A - Standard Terms & Conditions
Attachment B - Scope of Work
Attachment C - Special Provisions
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED
HERE TO:**
a. All other governmental laws, regulations, or actions applicable to services provided herein.
b. N/A
8. **COMPLETE ON COST REIMBURSEMENT CONTRACTS ONLY:**
a. **AUDIT INFORMATION:** Provide the name, address and telephone number of the STATE staff person responsible
for the contract audit and review function: Debbie Dahl, Utah State History, 300 Rio Grande, Salt Lake City, UT
84101, (801) 533-3537
1. What audits and reviews are required of this contract?
Financial? Yes x No ___
How often? with each reimbursement request
By whom? Debbie Dahl
Program Compliance? Yes x No ___
How often? with each reimbursement request
By whom? Barbara Murphy

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CITY/COUNTY:

STATE:

Signature, Authorized Representative

Utah State History, Director

Name (Type or Print)

Division of Finance, Director

Title of Signer (Type or Print)

Division of Purchasing, Director

ATTACHMENT A: STATE OF UTAH TERMS AND CONDITIONS
(Government Entity)

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** Both Parties are governmental entities under the "Utah Governmental Immunities Act", Title 63, Chapter 30, Utah Code annotated, 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts committed by it or its agents, officials or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the

do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

24. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
25. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date:1 Mar 2010)

Attachment B
Scope of Work
Murray CLG Grant Project
Contract with Murray City Corporation
2013-2014

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. Utah State History must approve any changes to this Scope of Work.

PROPOSED BUDGET

1	Administration (CLG)		
	Staff, volunteer, and office expenses	\$3,000	
		Total	\$3,000
2	National Register Nominations		
	Professional consultant services	\$17,000	
		Total	<u>\$17,000</u>
		Total Project Budget*	\$20,000

** Includes grant amount and local match.*

WORK DESCRIPTION

- 1 Administration (CLG) (\$3,000.00): Staff, volunteer, and office expenses associated with the operation of a local historic preservation program, grants management, travel to and attendance at approved training workshops, preservation organization memberships and subscriptions, and other eligible administrative activities.

Project Standards: Prior to starting the project the grant recipient must develop an appropriate work plan in conjunction with professional staff from UTAH STATE HISTORY, and receive approval of that work plan.

Only expenses related to the administration of the local historic preservation program are eligible. All expenditures must follow appropriate procurement standards in UTAH STATE HISTORY'S grant reimbursement guidelines. http://history.utah.gov/orgs_and_govs/reimbursement.html

- 2 National Register Nominations (\$17,000.00): A professional consultant will be hired to:

1. Prepare a National Register historic district nomination for the Hillcrest historic district.
2. Prepare National Register nominations for 5-7 buildings within the boundaries of the CLG.

Project Standards: Prior to starting the project, check the State Historic Preservation Office (SHPO) files to see if any information exists.

The CLG must submit to UTAH STATE HISTORY completed National Register documentation for the individual buildings/historic district. The documentation must comply with the Division's "Procedures and Checklist for National Register Nominations" (Jan. 2012 version) and must meet the requirements set forth in "National Register Bulletin #16A" (1997 version) and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology (Federal Register, Vol. 48, No. 190, Sept. 29, 1983). Two copies of all materials should be generated: one for the CLG to keep in its permanent files and one for UTAH STATE HISTORY.

ATTACHMENT C
SPECIAL PROVISIONS

1. SCOPE OF WORK: See Attachment B.
2. ROLE OF STATE: STATE's role under this Contract will be to provide funding to accomplish the work described in Attachment B.
3. ROLE OF CONTRACTOR: CONTRACTOR shall have responsibility and authority to make expenditures and provide matching funds in accordance with Attachment B, Budget.
4. PROGRESS REPORTS: CONTRACTOR shall provide STATE with a mid-year and final report detailing progress in accomplishing the Project. Such reports shall be subject to approval of STATE and shall accompany any reimbursement requests submitted to STATE for payment.
5. PROJECT COSTS & REIMBURSEMENT: CONTRACTOR agrees to provide 100% of the Total Project Budget (See Attachment B) in cash and in-kind match. At least 50% of the match must be cash expenditures. STATE agrees to reimburse up to 50% of CONTRACTOR'S eligible costs, up to the grant amount, incurred in completing the work items set forth in the Scope of Work, Attachment B. Payment by the STATE is subject to the availability of Federal funds, legislative appropriation, and compliance with all project provisions.
6. NOTICE: CONTRACTOR agrees to immediately notify the STATE if during the course of this Contract a change occurs which affects the purposes of, or the ability of the parties to perform under, the terms and conditions of this Contract.
7. RELATED PARTIES: (Applies to Cost Reimbursement Contracts ONLY) The CONTRACTOR shall not make payments for goods, services, facilities, salary/wages, professional fees, leases, etc., to related parties for contract expenses without the prior written consent of the STATE. Disbursement by the CONTRACTOR to related parties made without such prior approval may be disallowed on audit, and may result in an overpayment assessment. "Related Parties," for the purpose of this contract, shall mean organizations/persons related to the CONTRACTOR by any of the following: blood; marriage; one or more partners in common with the CONTRACTOR; one or more directors or officers in common with the CONTRACTOR; more than 10% common ownership, direct or indirect, with the CONTRACTOR.

a) RELATED PARTY TRANSACTIONS: Are any declared by CONTRACTOR? Yes [] No

b) List "Related Parties" to whom payments are being made:

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>PURPOSE OF PAYMENT</u>
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8. PRESERVATION AGREEMENT: CONTRACTOR, or owner of historic property, completing a Development Project agrees to enter into a Preservation Agreement to ensure that after the grant-assisted work is completed the property will be maintained a minimum of five (5) years so as to preserve the historical significance and integrity of the features, materials, appearance, workmanship and environment which made the property eligible for listing in the National Register of Historic Places. STATE agrees to provide Preservation Agreement forms that stipulate specific requirements for preserving the historic property.
9. PROJECT SIGN: CONTRACTOR completing a Development Project agrees to display a Project Sign in a prominent location at each project site while project work is in progress. The Project Sign must identify the project and Department of Interior/National Park Service and Utah State History grant support. STATE agrees to provide a Project Sign that meet minimum requirements.
10. CFDA NUMBER: 15-904

New Business 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.)

A RESOLUTION APPROVING THE POLLING LOCATIONS SPECIFIED BY THE SALT LAKE COUNTY CLERKS OFFICE, ELECTIONS DIVISION, FOR THE CITY 2013 ELECTIONS.

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 April 30, 2013

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy?

Resolution (attach copy)

Has the Attorney reviewed the attached copy? Yes

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, Resolution, list of the 2013 polling locations, and copy of the executed Interlocal Agreement with Salt Lake County for election services.

6. **REQUESTOR:**

Name: Tim Tingey

Presenter: Jennifer Kennedy

Agency:

Date: April 12, 2012

Title: Director of Administrative and Development Services

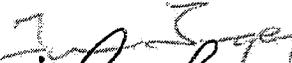
Title: City Recorder

Phone: (801) 264-2660

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: 4/12/13

Mayor:

 Date: 4/12/13

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: City Council
Mayor Snarr
Jan Wells, Chief of Staff

CC: Tim Tingey, Director of Administrative and Development Services

FROM: Jennifer Kennedy, City Recorder

DATE: April 12, 2013

SUBJECT: Resolution to Approve Polling Locations

I am requesting your approval of the attached list of polling locations proposed by the Salt Lake County elections office. State election code requires that the municipal legislative body review and approve the polling locations. The locations must meet the following conditions as stated in UCA 20A-5-301:

Combined Voting Precincts -- Municipalities.

(1) (a) The municipal legislative body of a city of the first or second class may combine up to four regular county voting precincts into one municipal voting precinct for purposes of a municipal election if they designate the location and address of each of those combined voting precincts.

(b) The polling place shall be within the combined voting precinct or within 1/2 mile of the boundaries of the voting precinct.

(2) (a) The municipal legislative body of a city of the third, fourth, or fifth class or town may combine two or more regular county voting precincts into one municipal voting precinct for purposes of an election if it designates the location and address of that combined voting precinct.

(b) If only two precincts are combined, the polling place shall be within the combined precinct or within 1/2 mile of the boundaries of the combined voting precinct.

(c) If more than two precincts are combined, the polling place should be as near as practical to the middle of the combined precinct.

I have attached a draft of the Resolution to approve the polling locations, a list of the 2013 polling locations and a copy of the executed Interlocal Agreement with Salt Lake County for our election services.

2013 Murray Polling Locations

2013 POLLING PLACE	ADDRESS	ZIP	PREC	ACTIVE VOTERS	PERM VOTE BY MAIL	ELIGIBLE VOTERS	COUNCIL DISTRICT
Calvary Chapel Of Salt Lake	460 W Century Dr (4350 S)	84123	MUR001	21	7	14	1
			MUR002	472	74	398	1
			MUR003	232	85	147	1
			MUR008	1103	250	853	1,3
Cottonwood Presbyterian Church	1580 E Vine St (6105 S)	84121	MUR034	512	176	336	4
			MUR041	476	146	330	5
			MUR042	794	296	498	5
			MUR033	445	164	281	4
Discovery Christian Community	5929 S 900 E	84121	MUR030	406	85	321	4
			MUR031	748	252	496	3,4
			MUR036	821	319	502	5
			MUR029	936	278	658	5
Grant Elementary	662 W Bulldog Cir	84123	MUR019	440	136	304	2
			MUR020	747	185	562	2
			MUR022	72	24	48	1
			MUR044	89	28	61	1
			MUR045	48	14	34	1
			MUR046	565	181	384	1
			MUR048	52	11	41	1
			MUR049	630	231	399	1,2
			MUR052	51	30	21	1
Make A Wish Foundation	771 E Winchester St (6500 S)	84107	MUR023	662	201	461	2
			MUR035	549	183	366	2
			MUR037	689	182	507	5
			MUR050	562	149	413	2
Murray City Hall	5025 S State St (100 E)	84107	MUR053	13	7	6	2
			MUR004	680	148	532	1,3
			MUR005	618	137	481	1,3
			MUR009	284	61	223	3
Murray City Library	166 E 5300 S	84107	MUR040	165	44	121	3
			MUR010	42	15	27	3
			MUR021	810	212	598	4
			MUR024	615	162	453	4

2013 Murray Polling Locations

2013 POLLING PLACE	ADDRESS	ZIP	PREC	ACTIVE VOTERS	PERM VOTE BY MAIL	ELIGIBLE VOTERS	COUNCIL DISTRICT
			MUR047	387	119	268	5
Murray Parkway LDS	5555 S 700 W	84123	MUR007	605	168	437	1,3
			MUR015	391	94	297	1
			MUR016	579	169	410	2
			MUR017	339	113	226	2
			MUR018	837	251	586	2
			MUR038	439	132	307	1
Three Fountains (West)	5050 S Three Fountains Cir (825 E)	84107	MUR011	626	169	457	3
			MUR006	5	0	5	3
			MUR012	721	274	447	3
			MUR014	562	195	367	3
			MUR028	288	86	202	4
Utah Association Of Counties	5397 S Vine St	84107	MUR025	663	159	504	4
			MUR027	966	301	665	3
Wheeler Historic Farm	6351 S 900 E	84121	MUR032	464	138	326	4
			MUR043	848	301	547	5
			MUR039	759	251	508	5

INTERLOCAL COOPERATION AGREEMENT
BETWEEN

MURRAY CITY

-AND-

SALT LAKE COUNTY on behalf of the
COUNTY CLERK ELECTION'S DIVISION

THIS AGREEMENT is made and entered into the 4 day of April, 2013, by and between Murray City ("City"), and SALT LAKE COUNTY, a political subdivision of the State of Utah ("County"), on behalf of the Salt Lake County Clerk's Office, Elections Division.

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk's office, Elections Division, to the City for the purpose of assisting the City in conducting the City's 2013 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on December 31, 2013. The term of this Agreement may be extended by mutual agreement in writing signed by all parties. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Salt Lake County Clerk's Office, Elections Division shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit "A" and as needed to ensure implementation of the City's 2013 primary and general municipal election.

3. **Legal Requirements.** The County and the City understand and agree that the 2013 primary and general municipal election are the City's elections. The City shall be responsible for

compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63-30d-1, et seq. (1953, as amended) ("Act"). Subject to the provisions of the Act, the City and County agree to indemnify and hold harmless the other party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act.

6. **Election Records.** The City shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The City shall respond to all public record requests related this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 – 901 (1953, as amended) and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

8. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

9. **Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold County harmless, including providing legal defense costs on behalf of the County, as a result of any legal or administrative claim, action or proceeding brought against the County by any person or entity claiming that the County violated any state or federal law by providing election services under this Agreement.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, the City and the County (for purposes of this section, each a "party" and collectively the "parties") agree as follows:

- (a) This Agreement shall be approved by each party, pursuant to § 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act ;
- (c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to § 11-13-209 of the Interlocal Act;
- (d) Each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

- 11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.
- 12. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- 13. **Integration.** This Agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.



By [Signature]
 Mayor Dan Snarr

[Signature]
 Jennifer Kennedy, City Recorder

Approved as to form and compliance with applicable law:

[Signature]
 City Attorney
 Date: _____

APPROVED AS TO CONTENT

[Signature]

SALT LAKE COUNTY

By [Signature]
 Mayor Ben McAdams or Designee

Approved as to form and compliance with applicable law:

/s/ Melanie F. Mitchell
 Salt Lake County Deputy District Attorney
 Date: 2/14/2013

Approved as to the availability of funds
 Murray City Finance Division
[Signature]
 Budget Officer

Exhibit "A"
2013 Municipal Elections
Scope of Work

The County shall provide to the City with an Official Register as required by Utah Code Ann. § 20-5-401, U.C.A. (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Polling place and poll worker selection and assignment
- Delivery of supplies and equipment
- Provision of all supplies
- Absentee Ballot administration
- Early Voting administration
- Updating state and county websites
- Tabulating, reporting and canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. § 20A-9-203)
- Direct payment of all costs associated with the election to include poll workers, polling places, rovers.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"). Election costs are variable and are based upon the offices scheduled for election, the number of voters, the number of primaries, the number of jurisdiction participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the estimate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

Exhibit "B"
2013 Election Estimate
Murray

Below is the good faith estimate for the upcoming *2013 Municipal Election* for the city of Murray. The city will be billed for actual costs, which will not exceed this estimate.

Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 2/1/2013): 24,817
- B. Permanent Vote by Mail voters (as of 2/1/2013): 7,408
- C. Worst case primary election.
- D. General election for the 2013 offices below.
- E. 16 Cities participating in the consolidated 2013 elections.

2013 Offices	Estimate
Mayor	
Council #2	
Council #4	\$96,786.30

Mayor's Report and Questions

Adjournment