

MURRAY
CITY COUNCIL

Council Meeting
October 29, 2013



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CITY COUNCIL

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, October 29, 2013, at the Murray City Center, 5025 South State Street, Murray, Utah.

6:00 p.m. **Committee of the Whole:** To be held in the Conference Room #107
Brett Hales conducting.

1. **Approval of Minutes**
None scheduled.
2. **Discussion Items**
 - 2.1 Valley Emergency Communications Center Agreement – Jan Wells presenting.
3. **Announcements**
4. **Adjournment**

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

5. **Opening Ceremonies**
 - 5.1 Pledge of Allegiance
 - 5.2 Approval of Minutes
 - 5.2.1 August 27, 2013
 - 5.2.2 September 3, 2013
 - 5.3 Special Recognition
 - 5.3.1 None scheduled.
6. **Citizen Comments** (Comments are limited to 3 minutes unless otherwise approved by the Council.)
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 proposed resolutions and contracts related to the amendments and renewal of Intermountain Power Agency (IPA). (Blaine Haacke presenting.)
 - 10.1.1 Consider a resolution approving of the "Fourth Amendment to Intermountain Power Agency Organization Agreement", and authorizing the execution and deliverance thereof.
 - 10.1.2 Consider a resolution approving an Interlocal Agreement for the Sale of Renewal Power from the Intermountain Power Project, and authorizing the execution and deliverance thereof.
 - 10.1.3 Consider a resolution approving of the "Second Amendatory Power Sales Contract" with the Intermountain Power Agency.
 - 10.1.4 Consider a resolution approving an Interlocal Agreement for the Sale of Renewal Excess Power from the Intermountain Power Project, and authorizing the execution and deliverance thereof.
- 10.2 Consider an ordinance dissolving the Murray City Power Advisory Board. (Jared Shaver presenting.)

11. Mayor

- 11.1 Report
- 11.2 Questions of the Mayor

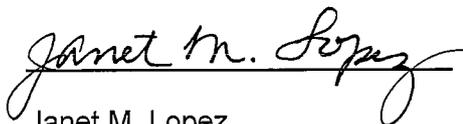
12. Adjournment

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.

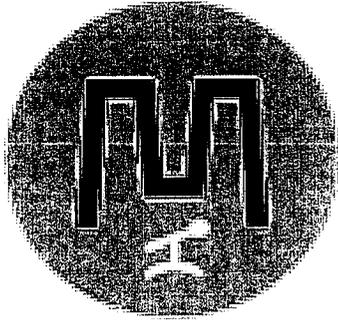
Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speaker phone. The speaker phone will be amplified so that the other Council Members and all other persons present in the Council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

On Friday, October 25, 2013, at 4:00 p.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

Committee of the Whole



MURRAY
CITY COUNCIL

Discussion Item #1

Murray City Municipal Council Request for Council Action

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

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

A RESOLUTION APPROVING THE AMENDMENT AND RESTATEMENT OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND DRAPER CITY, MIDVALE CITY, SALT LAKE COUNTY, SOUTH JORDAN CITY, SOUTH SALT LAKE CITY, WEST JORDAN CITY, WEST VALLEY CITY, TOWN OF ALTA, HERRIMAN CITY, RIVERTON CITY, TAYLORSVILLE CITY, BLUFFDALE CITY, HOLLADAY CITY, COTTONWOOD HEIGHTS CITY, UNIFIED FIRE AUTHORITY AND UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE REGARDING THE OPERATION OF A COMMUNICATIONS CENTER LOCATED WITHIN SALT LAKE COUNTY

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

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy?

Resolution (attach copy)

Has the Attorney reviewed the attached copy?

Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy?

Appeal (explain)

Other (explain)

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

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

Resolution, Agreement

6. REQUESTOR:

Name: Jan Wells

Title: Chief of Staff

Presenter: Jan Wells

Title: Chief of Staff

Agency:

Phone:

Date: 10/02/2013

Time: 10:00

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

Department Director:

Date:

Mayor:



Date:

10/25/13

8. COUNCIL STAFF: (For Council use only)

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

Recommendation: _____

9. NOTES:



MEMO

To: Murray City Council
From: Mayor Dan Snarr
Date: October 25, 2013
RE: VECC Interlocal Agreement

With the changes that have evolved throughout the various City and County entities regarding how public safety calls are received, the agreement with VECC requires some adjustment. The agreement is also to address the changes that have taken place with the formation of the Unified Fire Authority and the Unified Police Department.

The VECC Board has approved the attached agreement. The desire has been to reduce the number of PSAP's in Salt Lake County, which came as a legislative directive last session.

Thank you for your consideration.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AMENDMENT AND RESTATEMENT OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND DRAPER CITY, MIDVALE CITY, SALT LAKE COUNTY, SOUTH JORDAN CITY, SOUTH SALT LAKE CITY, WEST JORDAN CITY, WEST VALLEY CITY, TOWN OF ALTA, HERRIMAN CITY, RIVERTON CITY, TAYLORSVILLE CITY, BLUFFDALE CITY, HOLLADAY CITY, COTTONWOOD HEIGHTS CITY, UNIFIED FIRE AUTHORITY AND UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE REGARDING THE OPERATION OF A COMMUNICATIONS CENTER LOCATED WITHIN SALT LAKE COUNTY

WHEREAS, Title 11, Chapter 13, of the Utah Code, provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties for joint undertakings and services; and

WHEREAS, the City and Draper City, Midvale City, Salt Lake County, South Jordan City, South Salt Lake City, West Jordan City, West Valley City, Town of Alta, Herriman City, Riverton City, Taylorsville City, Bluffdale City, Holladay City, Cottonwood Heights City, Unified Fire Authority and Unified Police Department of Greater Salt Lake ("Members") have created an entity which serves as a Communications Center ("Center") under an agreement effective on or about June 13, 1988, ("Former Agreement") in order to protect, preserve and enhance the health, safety and welfare of persons within the municipalities and the unincorporated portions of Salt Lake County which has handled communications and other services for the Members, including Police, fire, PSAP/E-911 service, dispatch and records services; and

WHEREAS, the Members wish to amend and restate the Former Agreement and intend that the police and fire department of each member municipality and each member agency shall participate in the Center by the terms of the amended Agreement; and

WHEREAS, the Members intend that the police, fire and medical dispatch functions of all parties hereto, where applicable, be combined in an efficient, effective and flexible centralized systems.

WHEREAS, the Members want the amended Agreement to continue for a period of fifty (50) years or until terminated by unanimous consent of the then parties; and

WHEREAS, an Amended and Restated Interlocal Agreement has been prepared to accomplish such purpose.

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

1. It hereby approves the Amended and Restated Interlocal Cooperation Agreement, in substantially the form attached as Exhibit "A".
2. The Mayor and the City Recorder are hereby authorized to execute the Agreement for and in behalf the City.
3. The Agreement shall be effective upon execution.

DATED this day of , 2013.

MURRAY CITY MUNICIPAL COUNCIL

Brett A. Hales, Chair

ATTEST:

Jennifer Kennedy
City Recorder

EXHIBIT "A"

**AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT is made between the following political subdivisions of the State of Utah, hereinafter referred to collectively as "Members" and individually as "Member":

DRAPER CITY
MIDVALE CITY
MURRAY CITY
SALT LAKE COUNTY
CITY OF SOUTH JORDAN
CITY OF SOUTH SALT LAKE
CITY OF WEST JORDAN
WEST VALLEY CITY
TOWN OF ALTA
HERRIMAN CITY
RIVERTON CITY
CITY OF TAYLORSVILLE
BLUFFDALE CITY
CITY OF HOLLADAY
CITY OF COTTONWOOD HEIGHTS
UNIFIED FIRE AUTHORITY
UNIFIED POLICE DEPARTMENT OF GREATER SALT LAKE

PURPOSE. The Members and others, in June 13, 1988, entered into an interlocal cooperation agreement ("Former Agreement") to create, fund and operate an interlocal cooperation entity which shall have served as a communications center, (herein called the "Center") in order to protect, preserve and enhance the health, safety and welfare of persons within the Municipalities and the unincorporated portions of Salt Lake County by creating a communications center located within Salt Lake County which shall handle communications and other services for the Members, including Police, fire, PSAP/E-911 service, dispatch, and records services. The Members wish to amend and restate the Former Agreement and intend that the police and fire departments of each member municipality and each member agency shall participate in the Center by the terms of this Agreement. The Members intend that the police, fire and medical dispatch functions of all parties hereto, where applicable, be combined in an efficient, effective and flexible centralized system.

AUTHORITY. The Members make this Agreement pursuant to Section 11-13- 203, Section 10-1-202, 17B-1-103 and Section 17-50-302, Utah Code Annotated, as amended.

CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

SPECIFIC PROVISIONS

1. NAME. By this Agreement the Members hereby amend and restate the Former Agreement that created interlocal cooperation entity known as the Salt Lake Valley Emergency Communications Center, herein called the "Center".

2. TERM. This Agreement shall take effect upon its execution by all Members whose names appear first above and shall continue for a period of 50 years or until terminated by unanimous consent of the then parties to it or until dissolution of the Center. Upon dissolution, the assets remaining, including any surplus money, shall be disposed of among the Members thereto at the time.

3. MEMBERSHIP. Each Member which is a signatory to this Agreement, and each additional political subdivision or public agency accepted for membership by a two-thirds vote of the Board of Trustees pursuant to the provisions hereof which shall hereafter sign this Agreement is a Member of the Center and is entitled to all the rights and privileges and subject to the obligations of membership as set out herein.

4. TERMINATION OF MEMBERSHIP. This Agreement shall remain in full force and effect as to each member agency for a minimum of five years from and after the date the member is first signs accepts and signs this interlocal agreement., subject to the appropriation of funds by the legislative body thereof. Thereafter, any party to this Agreement may cease to be a party hereto and may withdraw from membership in the Center by the adoption by its legislative body of a resolution of intention to withdraw and the giving of written notice to the Director and to each of the other Members not less than six months before the Center's new fiscal year. Due to the potential impact to public safety emergency response, the written notice of the intention to withdraw must include evidence of an alternative means to provide emergency response services. Said termination shall be effective on the last day of the said current fiscal year of the Center. A Member terminating its membership herein shall have no interest in the assets of the Center unless it is a Member at the time of dissolution of the Center.

After receipt by the Center of a resolution of intent to withdraw by a member, and before termination of membership takes effect, the Director shall calculate the departing member's proportionate share of the existing bonded indebtedness and other indebtedness incurred in by VECC to provide any service to the departing member, up to the date of the Member's termination of membership (hereinafter referred to as "the indebtedness"). The departing member's proportionate share of the indebtedness shall be calculated by determining the proportion of the departing member's contribution to the total Center budget for the fiscal year prior to the member's withdrawal, as expressed in a percentage of the overall budget. In determining the total Center budget for the purpose of calculating the departing members' proportionate contribution to the same, the Director shall not take into consideration the receipt of grant moneys which could not be used toward payment of the indebtedness. The director shall continue to assess the departing member, and the departing member shall continue to pay after termination of membership takes effect, its proportionate share of the indebtedness as said indebtedness becomes due and payable, until the indebtedness is paid in full.

5. POWERS OF THE CENTER. The Center shall have the power in its own name, to provide dispatch services, records, E-911, and other communications and related services to governmental subdivisions and to other entities; to make and enter into contracts; to employ agents, consultants and employees; to acquire, hold and dispose of property, real and personal; to sue and be sued in its own name; and to incur debts, issue bonds, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement; to accept gifts; and to make bylaws, rules, and regulations regarding the Center. The Center shall have the power of eminent domain which power shall not be exercised except with the unanimous consent of the Board of Trustees.

6. LIMITED OBLIGATION OF MEMBERS. The debts, liabilities and obligations of the Center shall not constitute any debt, liability or obligation of any of the individual Members. The obligation entered into by each of the Members by this Agreement are limited obligations and nothing herein shall constitute or give rise to a general obligation or liability of the Members or a charge against their general credit or taxing powers.

7. OPERATIONS. The Center shall operate on the following principles:

(a) Services. The Center shall provide combined fire, police, medical dispatch and some public works services for all Members, and other communications-related services which the Board of Trustees wishes to provide to Members and others subscribing to those services, including, Salt Lake County-wide or State-wide emergency functions.

(b) System. Dispatch operation shall be based upon a team dispatch profile that provides for actual dispatching to occur while emergency information is still being received.

(c) CAD and Records. It is the intent of the Members to operate with a computer-aided dispatch system. The system adopted by the Center shall be able to communicate with the records systems of the Members. The cost of the system as well as the records communication link shall be borne by the Center subject to the assessment and budget policies set by this Agreement and the Board of Trustees. The system adopted shall have adequate hardware maintenance and repair support and software support available.

(d) Dispatch Manning and Training. Whenever desired by individual Members and subject to manning efficiencies during low-volume hours, the dispatch, manning, training and emphasis shall be structured to insure a high level of familiarity with the street system, personnel, equipment and procedures of the Members. Whenever possible, persons familiar with the Member's street system, including former dispatchers for that Member, shall be assigned to that Member's dispatching where applicable.

(e) Flexibility. The operation and policies of the Center shall be marked by flexibility consistent with the principles set out above to meet the varied needs of the participating Members.

(f) Mutual Aid Agreements. Nothing contained herein shall supersede mutual aid agreements of individual Members.

8. AMENDMENT. This Agreement may not be amended, other than the admitting of new members which is governed by paragraph 3 above, except by written agreement of all the then Members to it.

9. BOARD OF TRUSTEES. The Center shall be governed by a Board of Trustees consisting of one representative from each Member, appointed by the governing body of the Member. A Member representative shall be the Mayor, a City Council member, a board member, the chief executive officer or the city manager, where applicable. The Member may also designate in writing an alternate representative, who also must be the Mayor, City Council member, board member, chief executive officer or senior level manager of the Member. The Member representative or alternate representative will attend, participate and vote on matters coming before the Board of Trustees on behalf of the Member. Neither the Member representative nor alternate representative may also be a member of the Operations Board. Each Member shall have one vote on the Board of Trustees. Each member's vote shall be weighted. The weight given to each vote shall be determined by the proportion of the Member's contribution to the total Center budget for the previous fiscal year expressed as a percentage. The weight of any new member representative's vote shall be determined by estimating what the new member's contribution to the Center budget would have been had the new member been a member during the previous fiscal year. The weight of each Member's vote shall be adjusted at the beginning of each Center fiscal year.

(a) Tenure. Each trustee shall serve at the pleasure of the Member, which may replace the trustee as it wishes in accordance with applicable law. In the event of removal, resignation, or death of a trustee, the appointing member shall promptly appoint a successor to fill the position.

(b) Powers, Duties. The Board of Trustees shall be the legislative body of the Center. It shall determine the policies, and budget of the Center, the assessments for each Member, and shall have final determination of all matters having budgetary impact on the Center. No trustee, acting in an individual capacity, shall direct or request the appointment of any person to, or his discharge from the Center, nor interfere in any way with the performance of Center staff in the performance of their duties. Trustees shall not give orders or directives to any subordinate of the director of the Center, publicly or privately. Nothing herein, however, shall prevent a trustee who otherwise could do so except for his position on the board, from giving directions to or making requests of dispatchers or other staff.

Officers, Bylaws, New Members, Staff. The Board of Trustees shall elect a chair and such other officers as it sees fit. It shall adopt bylaws for the Center consistent with this Agreement, allocate funds, and select a director ("Director"). The Board of Trustees may establish procedures for its business and operations, create committees composed of the trustees or other persons, allow other governmental entities to join the Center, make policies for the employment of Center employees, and perform such other acts which do

not violate the terms of this Agreement, the bylaws or applicable law.

Nothing herein shall prevent the Board of Trustees from appointing committees to conduct investigations into the conduct of any officer or any matter relating to the welfare of the Center.

Special Services. Where services provided by the Center are not used by all the Members, the trustees of those Members using the respective services shall have primary responsibility for setting policies with respect to those services which shall not conflict with Center policies as a whole. The costs of those special services shall be determined by the entire Board of Trustees.

(c) Meetings. The Board of Trustees shall meet at least once every three months, shall give reasonable notice to all trustees of the time and place of each meeting, and shall otherwise follow the terms of the Utah Open and Public Meetings Act, Section 52-4-1 et. Seq. Utah Code Annotated, as amended, where applicable.

(d) Decisions, Quorum. A Quorum shall be required for the transaction of all business of the Board of Trustees, and shall consist of a majority of the total number of Member representatives, and that majority must represent a majority of the weighted voting rights represented on the Board of Trustees. Most decisions shall require a vote of a majority of the total weighted votes present. Any vote to approve a budget increased over the last approved budget by more than 2% shall require a supermajority vote of 2/3 of all the Member representatives and 2/3 of all the weighted votes. Supermajority voting may also be required if expressly elsewhere so provided by this Agreement, applicable law, the Bylaws, or the rules or policies of the Board of Trustees; provided that a bylaw, policy or rule providing for supermajority voting on a matter must be approved by the same supermajority vote.

(e) Director. The Board of Trustees shall select a director. The director shall serve at the pleasure of the Board of Trustees. The director shall report to the Chair of the Board of Trustees.

10. OPERATIONS BOARD. The Board of Trustees shall establish an Operations Board, which shall include the Director. The Board of Trustees shall adopt bylaws which shall set forth the membership, powers, duties, policies and procedures for the Operations Board.

11. FINANCIAL AFFAIRS. The financial affairs of the Center shall be conducted in compliance with the Utah Municipal Fiscal Procedures Act and generally accepted accounting principles. The Board of Trustees shall provide for an audit of the financial records of the Center by an independent certified public accounting firm annually. The Board of Trustees shall promulgate appropriate policies for the accounting, methods of maintaining accounts, the payment of obligations of the Center, the preparation of the annual budget, adoption of a fiscal year and other financial affairs of the Center.

(a) Assessments, Workload, Payments. Each member receiving services from the

Center shall be assessed annually, fairly based upon a workload share with respect to each service the Member receives from the Center. Members shall make payments to the Center quarterly or at such other time as the bylaws or policies shall provide. The Board of Trustees shall annually evaluate the method for assessing workloads.

(b) Overhead. The overhead of the Center shall be divided into four categories: PSAP/E-911, Dispatch Services, Records Services, and Miscellaneous Services. All overhead of the Center shall be attributed to one of the above four categories and allocated to them based upon workload and impact to the Center most directly attributed thereto. Overhead shall include, but not be limited to lease or building purchase, maintenance of building, utilities, insurance, administrative costs, financial services, director's salary, and costs of the Board of Trustees and Operations Board.

(c) Dispatch Assessment. The annual assessment to each Member for dispatch services and overhead associated therewith shall be determined annually as part of the annual budget preparation. The annual assessment for each Member shall be adjusted annually for workload, changes in overhead costs, changes in dispatch-specific system costs, and inflation and deflation as measured by appropriate indices of the U.S. Department of Labor.

(d) Records. A Member may at its sole discretion elect to have the Center provide its records services. The cost of said services shall be combined with the overhead most directly allocated thereto, and shall be fairly divided among Members receiving records services on a workload share basis.

(e) Miscellaneous Services. Members may at their discretion elect to receive other communications-related services which the Center may from time to time choose to provide. The overhead most directly allocated to each service shall be included in the cost of such service to the Member or Members receiving it, and the total cost including overhead for the service shall be fairly divided among the Member receiving the service on a workload share basis.

(f) Additional Services. A Member may, if it elects, receive increased dispatch services assigned solely to its dispatch needs, provided it pay the additional cost thereof.

(g) Nonmember Agencies. The Board of Trustees shall set reasonable costs for services for nonmember agencies receiving services from the Center.

12. PSAP/E-911. The Members agree to provide 911 services and allow the collection of 9-1-1 fees for their jurisdictions in accordance with applicable State statute. The Members shall pay to the Center those 911 monies received from The Utah Tax Commission, which the Members shall hold in trust for the Center. The Board of Trustees shall apply said payments to the PSAP/E-911 services of the Center and the overhead allocated thereto as prescribed by State statute. The Board of Trustees may allow exceptions to the full payment of 911 fees to those members for whom dispatching services are provided by another primary PSAP. The division of those 911 fees will be negotiated between two involved PSAPs, with final approval of the Board

of Trustees.

13. COMMENCEMENT and EFFECTIVE DATE. The Center began operations on January 1, 1989, and this amended Agreement shall be effective when adopted by all members, or such later date determined by the Board of Trustees.

14. OFFICERS, STAFF. The Center shall have a Director and other employees which shall be selected and serve by a process determined by the Board of Trustees. Staff personnel shall be trained and qualified to perform their duties in a manner consistent with the purposes and terms of this Agreement.

15. CONFIDENTIALITY. The Board of Trustees and Operations Board shall take such steps as they deem necessary to protect and keep confidential appropriate information received or kept by the Center in accordance with law. The Members shall protect and keep confidential information kept or received by the Center during the term of this Agreement and after the termination of their membership in the Center pursuant to the Bylaws or other policies adopted by the Board of Trustees and consistent with law.

16. COOPERATION, STANDARDIZATION. While all Members recognize the individual differences of each Member, all Members participating herewith commit themselves to mutual cooperation, and each agrees to move towards standardization and unification of those functions relating to emergency response, dispatch, record keeping and equipment purchasing.

17. LIABILITY AND INDEMNIFICATION. The Center shall defend, indemnify, save harmless and exempt the Members, their officers, agents and employees from and against all claims, suits, legal proceedings, demands, damages, costs, expenses, and attorney's fees incident to any willful or negligent acts or omissions by the Center, its officers, agents or employees. The Board of Trustees shall, prior to the commencement of operations, provide for risk and liability coverage in such amounts as it deems necessary to insure against risks which the operation of the Center may involve.

SIGNED AND DATED THIS _____ DAY OF _____, 2013.

MEMBER

ATTEST:

APPROVED AS TO FORM:

Adjournment

Council Meeting

6:30 p.m.

Call to Order

Opening Ceremonies:

Pledge of Allegiance

Council Minutes

Murray City Municipal Council Chambers Murray City, Utah

The Municipal Council of Murray City, Utah, met on Tuesday, the 27th day of August, 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:

Dave Nicponski,	Council Chair
Jim Brass,	Council Member – Conducted
Darren Stam,	Council Member
Jared Shaver,	Council Member
Brett Hales,	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
Tim Tingey,	Administrative & Development Services Director
Kim Fong,	Library Director
Kayla Chandler,	Library
Chelsea Hoffman,	Library
Janie Richardson,	ADS
Citizens	

3. OPENING CEREMONIES

3.1 Pledge of Allegiance- Lt. Doug Roberts, Murray Police Department

3.2 Approval of Minutes

3.2.1 Approval of minutes for July 9th, 2013

3.2.2 Approval of minutes for July 16th, 2013

Mr. Brass asked that approval of both sets of minutes be taken together. No objections noted.

Mr. Stam made a motion to approve the minutes.

Mr. Shaver seconded the motion.

Voice vote taken, all “ayes.”

3.3 Special Recognition:

3.3.1 Murray City Council **Employee of the Month, Teresa McLeod**, Assistant Librarian.

Staff presentation: Kim Fong, Library Director

Mr. Hales invited Teresa McLeod and Kim Fong to come forward. He said that Ms. McLeod’s name will be placed on the plaque in the Council Chambers. Mr. Hales is excited because this is a great recognition and it has been proven to be a wonderful thing. Mr. Hales presented Ms. McLeod with a certificate from the Murray City Council and a \$50.00 gift card to the Fashion Place Mall. He extended the Council’s appreciation to her.

Ms. Fong stated that Ms. McLeod has developed a successful on-line story time service for Murray Library’s YouTube channel called ‘Story Tube’. Using her own initiative, she learned the technical skills needed for filming these segments and has involved many staff members in reading books for the project. This project also includes ‘DragonBeat’, a series of interviews between community leaders and the Library’s string puppet named ‘Jalapeño’. The puppet was named by one of the youngsters that visits the library through a naming contest which Ms. McLeod initiated.

Beside the Story Tube project, Ms. McLeod conducts numerous activities for children in the Library and at neighboring schools touching the lives of hundreds of children every year. Her enthusiasm, initiative and concern for the children that visit Murray Library make her a worthy recipient of this award. Ms. Fong congratulated Ms. McLeod.

Ms. McLeod thanked the Council and Ms. Fong for the award and said that she has the pleasure of working at such a great place. So many people say they would love to work at the Library and she agrees that it is a wonderful place and added that she works with some dedicated, supportive and very creative people.

Mr. Hales invited Ms. McLeod to introduce her family that is in attendance.

Ms. McLeod introduced her family and friends.

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

Jerri Jensen, 404 East 6360 South, Murray, Utah

Ms. Jensen stated that she came before the Council in May, 2013 because the residents in the area were upset. They have lived there since 1957 and in that time period never had a car come into the area that didn't belong. All of a sudden, around the first of May, they had 60-100 cars parking in their subdivision every day. This caused a problem. When the sweeper trucks came through, they couldn't sweep the streets. The garbage pick-up changed their hours and they didn't know what would happen when snow removal came. They got very agitated. Ms. Jensen called and found out who the property manager was and it was somebody from the Worker's Comp area. When she talked to him he said it wasn't his problem. Some of the other neighbors called over to the company, Sutter Medical out of Sacramento, California, and there was a Steve Chambers there that was in charge. They worked very closely with him.

They called the police to start out with but were informed that there was nothing that they could do because those are public streets unless they are parking illegally. The residents made the City a lot of money because every time they saw someone parked illegally they would call the police. Sgt. Deven Higgins from the Murray Police Department was very good about helping them. Mark Boren the assistant planner was very good at helping them. Tim Tingey was marvelous at helping them with the situation. As neighbors over there, they started getting on the whole situation. They harassed the people who parked there saying they don't belong there. Those people said it was a public street and they are allowed to park there. The residents told them it was a private subdivision. Finally the property manager got involved as there were three weekends when the whole property's asphalt was completely torn up, remarked and restriped. At this point, they have sufficient parking for their 500 employees over in that parking lot. They still have a few stragglers. Mr. Chambers came over one day and Ms. Jensen spoke with him. He had this letter that he was putting out under Sutter Health Physician Services letterhead that invited people to have a one-on-one with him and asking employees to take the letter to their supervisor to schedule times to meet with him. He was placing these letters on the cars that were still parking in the area. One of the neighbors took one of the letters and someone made a copy of it. In the last few days there has been somebody that has been putting copies of the letter on the stragglers cars.

Ms. Jensen stated that it has now stopped because it has been a concerted effort with Murray City

employees and the residents that live in the area. She wanted to say thank you from all of the residents.

Mark Rosen, 495 Calinas Creek Circle, Murray, Utah

Mr. Rosen stated that the City is preoccupied with the some very important zoning matters today and he would have preferred to wait to speak about this until the Council had more time, but their timeline is very important and they need to ask for help now. He would like to inform the Council about something that involves protecting the neighborhoods.

A court ruled that land planning and adoption of land restrictions constitutes one of the most important functions of local government. This issue affects all Murray residential neighborhoods as a drug and alcohol rehab center can be established in every residential neighborhood, every 660 feet. An application has been made to the City by Robbie Bills to open a sober living home right next to Mr. Rosen's home. They have requested a license for sixteen people plus 24 hour a day staff to operate their business. The Code states that they can have four unrelated adults in a residential house. The FHA and ADA law apparently states that the City must allow them to operate in a residential neighborhood and the City must make accommodations that are:

1. reasonable;
2. necessary; and
3. afford the handicapped persons equal opportunity to use and enjoy housing.

The intent of the law is that the City cannot discriminate against the handicapped. At the same time, a reasonable standard must be established. That it is likely a facility for recovering addicts and alcoholics is coming to the neighborhood is not an issue. The issues are those of reasonable accommodation, necessity and opportunity. Murray's Code says that up to four unrelated adults can live in a single family dwelling. A residential facility for persons with a disability is permitted, regardless of the zoning, unless approval would create a fundamental change in the character of the neighborhood. The applicant has requested that sixteen persons plus at least one 24 hour a day manager be allowed to live in the home. Although there is no explanation in the Code as to how to proceed to measure at what point an excess of zoning, you have changed the neighborhood character. The City must have some experience from other safety related situations to qualify this.

The neighborhood feels that allowing four times the amount allowed by Code is an unreasonable accommodation and more like capitulation. It seems to some of them that not enough consideration has been given to the unique safety issues of this particular cul-de-sac. There are serious parking and traffic issues. Driving in and out of the cul-de-sac, even while just dropping off persons, is a serious safety issue. The exit to Ridge Creek Road is partially blind and on a fairly steep grade. Also, the applicant has indicated that smoking will only be permitted outside. Given the proximity of the neighboring homes, this can create a second-hand smoke issue. Garbage pickup, snow removal, increased risk for children walking to and from school, and the congestion creates potential problems for emergency vehicles. In its application, the management has stated that the problems will be inconsequential. But observation and experience in a similar house managed by this very group in Cottonwood Heights where they also represented the same thing, demonstrated that the City is justified to discount the representations of this applicant.

After visiting the site, taking pictures, which Mr. Rosen has provided for the Council, and visiting with the neighbors next to the facilities, it has been determined that they usually have at least three cars parked on the street and sometimes as many as nine. In addition to the six vehicles parked in the driveway and spilling out over the sidewalk. Certainly the experience of the City in other situations provides a means for the City to objectively determine the level of approval will change the fundamental character of the neighborhood. The residents feel that this is a very serious problem. A reasonable accommodation would be more like 150% of Code, not 400% of Code. As far as necessity and opportunity, with 186 licensed rehab facilities in Utah, the need here is also questionable.

Case law shows that managers of the house bear a burden of proof in each of these three elements. Just as addicts and alcoholics have rights, the residents of the neighborhood also have rights. The City has the responsibility, according to case law, to preserve the character of neighborhoods, securing zones for family values, youth values; the blessings of quiet seclusion and clean air make the area a sanctuary for people. Reasonable accommodation does not require accommodations that increase the benefit of a handicapped person above a non-handicapped person. As a court noted, the requirement of even handed treatment of a handicapped person does not include affirmative action by which handicapped persons would have greater opportunity than the non-handicapped persons.

As neighbors they are concerned so far that the City representatives have not contacted them to learn about any traffic, safety or health concerns and that approval of the application may be imminent. How is it that the City can make a decision of reasonable accommodation and of the fundamental character of the neighborhood without either obtaining any information from those most directly affected, or conducting a study or analysis of the specific safety factors? This forum does not allow for an exhaustive examination of all the issues surrounding the rehab house for addicts and alcoholics. They are asking that the City thoroughly examine this issue and that the request be denied or adjusted to a level that does not change the fundamental character of the neighborhood. Mr. Rosen asked the Council to please help them.

Mr. Nicponski asked Mr. Rosen what handicap accommodation do they want to make that would change the nature of the neighborhood.

Mr. Rosen said that they have a house that is approximately 5,000 square feet. They want to put approximately eighteen people in it. Sixteen unrelated adults plus the full time management that has to be there 24 hours a day. To do that, they have to adjust the Code.

Mr. Nicponski asked if they are classifying the alcoholics and addicts as handicapped.

Mr. Rosen said yes. According to the American Disabilities Law they are handicapped.

Mr. Shaver pointed out that the law makes that classification and it is not Mr. Rosen who is classifying them as handicapped.

Mr. Nicponski clarified that he is speaking regarding the body of Mr. Rosen's presentation where

he refers to accommodations for the handicapped. What Mr. Nicponski is saying is that Mr. Rosen is addressing alcoholics and addicts as the caption for a handicapped person.

Mr. Rosen said that the law states that alcoholics and addicts are handicapped and therefore they fit under the same ADA requirements.

Mr. Nicponski now understands. He thought he was talking about a ramp being put in or something like that; changing the complexion of the neighborhood.

Mr. Rosen said that where usually they could have four unrelated adults in a house, they want sixteen plus the supervisors.

Mr. Hales said sixteen unrelated adults and one or two staff certainly does seem unreasonable. Very unreasonable. He added that everyone in attendance would agree if they had this issue next to their home they would be up at the podium as well. This is something that the City needs to take very seriously. He understands that it is a protected class but he doesn't think the City should lay down and lie.

Mr. Shaver appreciates Mr. Rosen's courage in stepping forward. There are Federal Mandates that the City will need to look at. You're request that we will review it, look at it cautiously and carefully before they make approval, he feels is wise. On the Council's part, that exactly what he intends to do.

Mr. Stam said that they are looking into the accommodations and the amount of persons so that they can see what they can or cannot do. He asked Mr. Nakamura to address this issue.

Mr. Nakamura stated that the law was correctly stated. The City is obligated under the Federal Fair Housing Act, which was adopted by the State as well, to give reasonable accommodation and the City will look at that. Mr. Nakamura assured them that the City will comply with the Federal law. They will look into this, and they are. He appreciates Mr. Rosen's comments.

Citizen comment closed

5. CONSENT AGENDA

5.1 None Scheduled.

6. PUBLIC HEARINGS

6.1 Public Hearing #1

6.1.1 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 Medium Density to Commercial Retail and amends the

Zoning Map from R-1-6 (Residential Single-Family Medium Density) to C-D-C (Commercial Development Conditional) for the property located at approximately 4679 South Hanauer Street. (Murdock Hyundai)

Staff presentation: Tim Tingey, Administration & Developmental Services Director.

Mr. Tingey said that this item was brought forward to the Planning Commission on July 18, 2013. There was a Public Hearing as part of that. The Planning Commission forwarded a recommendation, which he will talk about it just a minute, relating to this application.

Mr. Tingey said this is an application for two items. It is for a General Plan amendment and also a rezone request. The General Plan is a guidance document that this City has. It is required by State law. It provides broad policy discussions and overall goal and policy recommendations that help decision makers in making decisions on land use issues. The General Plan goes through a variety of different things. It outlines transportation issues related to the whole City, future land use and land use issues, economic development, neighborhood historic preservation, etc. There are a variety of elements in this. It is a large planning document that is prepared and required by the State to help in the decision making process. In the General Plan, it outlines all of the properties in Murray City and what their future land use should be. Whether it is to stay status quo or be rezoned to another land use. It outlines what the future land use should be. Any modifications or changes to that General Plan require an amendment.

That is the first part of this request. An amendment to the General Plan is being requested from an R-1-6 (Residential Medium Density) to C-D-C which is more of a retail or commercial type of use. The second part of this is a rezone. There has to be an actual rezone request as these two go hand in hand together.

Mr. Tingey showed a PowerPoint Presentation on the request and site (Attachment 1). Back in 2006 there was a request with three properties to the north of the property for the same change from R-1-6 to C-D-C. It went to the Planning Commission; they recommended denial. It came to the Council; they actually approved that change. There are properties to the north of this subject property that are part of the C-D-C zone. However, this property is R-1-6. It is also residential. Mr. Tingey pointed out on the map there this is residential and commercial property around this area.

What the City looked at, as far as their recommendation, is the General Plan supports this property as staying residential. The issue is that they want to protect and preserve residential neighborhoods. There were changes that were made in 2006 that weren't anticipated in the General Plan, but this specific property is maintained, or supposed to be maintained, as residential per the General Plan. Based upon that, staff recommended denial of this request on both the rezone and

the General Plan amendment. The Planning Commission also reviewed it and recommended denial as well.

Mr. Shaver said that the northern properties looked like parking. Access would be from the large commercial property to the right which at the present time is Murdock Hyundai.

Mr. Tingey said that they are not aware of the specific proposal because there is not one right now.

Mr. Shaver clarified saying that the properties to the north of the subject property have access from this large commercial property. Mr. Shaver verified that there was no street access.

Mr. Tingey said he believes that there is some street access on the side.

Blake Murdock, Murdock Hyundai, Applicant

Mr. Murdock showed a PowerPoint presentation. He stated that Murdock Hyundai has been in Murray for about a year now and have loved it. He has asked David Ibarra, an associate of theirs who handles all of their land acquisition and development, to speak to this matter.

Mr. Ibarra thanked Murray City. As they begin to get the mandate that they were leaving South Salt Lake simply because they needed to have a new facility, they choose two cities to look at. They looked at West Valley City and Murray. Clearly they wanted to be in Murray because of the Miller group. Their facility was going to be vacant and a big box facility like an automobile dealership is easy to fill because there are not a lot of franchises to fill it with. When they had the opportunity to negotiate and purchase that property from Mr. Miller, then lease it back to him for a year until they built their new facility on State Street, they took it. It was really a compliment to go in there and refill the automotive row that has always been so prominent here in the City.

Mr. Ibarra thanked Mr. Tingey and his group. When they came and met with the City and talked about what they could do and what they had, they found the City very easy to work with and appreciate that. They were looking for seven acres and there is only five. They needed seven but wanted to be in Murray so they came. Part of what they are going to show in the presentation is that there were three houses incorporated into the plot plan for the Miller Group. They were constantly after the last two pieces to finish the street off and divide the retail and have a buffer zone in between the retail and a very nice, newer neighborhood on the other side of the street. They felt like the precedent had been set and it could be a fairly fundamental, easy approach to get the other property should it become available. The individual living in the home passed away and the property went to probate. The children called them and they said they would absolutely purchase

the home for fair market value. They had it appraised and they got it done right away and worried about doing this process after the fact.

Mr. Ibarra said that first and foremost, the house has already been torn down. They got the permit to tear it down; they have torn it down. It is a vacant lot and there is an open ditch area. Simply what they want to do is to take the buffer zone that already exists; which is a fence, landscaping, trees, etc.; and extend that over the vacant lot and then incorporate that lot into about 18-20 additional parking stalls. It would finish the row. The house is no longer there. The only thing that would remain on Hanauer Street would be an 8-plex apartment building. If you look at Hanauer Street and the houses on the other side, it is a very nice neighborhood. This house was a little older house and it was worn and so it is now gone.

They are simply asking that the precedent that was set on the other three houses be extended to the Murdock family as it was extended to the Miller family so that they can try to finish off this block extending the fence line to create the nice buffer zone between the retail and the residential area. What they are planning to do is just extend what was already there so that it all looks alike.

Mr. Ibarra showed that along the fence line is a white closed fence that you cannot see in to the cars, all you see is the grass and fence and it makes a very nice buffer zone between the retail and a neighborhood that is rejuvenated by all of the homes on the other side that are new and nice.

Mr. Nicponski asked Mr. Ibarra to repeat what is going to be done with that lot.

Mr. Ibarra pointed out the fence line that is there that goes all the way down to the end of the property. Where the grass and trees are, they want to take what was approved by the last applicant, the Miller Group, and extend that one more house and finish off that buffer zone. The only thing that would remain would be a rather old 8-plex apartment on the corner.

Mr. Nicponski asked Mr. Ibarra if they were going to put parking in.

Mr. Ibarra replied that there would be parking that would be accessed through the east part of the property, not from the end. They also realize that with the neighbors, they too are beginning to cause some parking on the streets and some other issues that they need to try and address. They need another acre of land. Yesterday, they entered into an agreement with the Murdock Family to get a holding lot that would hold 100 vehicles on Redwood Road to try to relieve some of the congestion that they have and some of the issues that, rightfully so, the neighbors have about some of the employee cars being parked on the street. They need to try to get that inside of their property.

Mr. Nicponski asked to read an email from the Goodsell's, who are looking to do

something with their property as well.

Mr. Brass said we would take care of that during public comment.

Mr. Shaver asked if all that the Murdock's are interested in is that one property.

Mr. Ibarra said that the Goodsell's had contacted the Murdock Family about a year ago and had always been accorded by the Miller Group when it was the Honda store that if they ever decided to sell, to do so. When the Murdock Family came on, someone approached them and asked them to please allow them to buy the property if it ever came up for sale as it would buffer the entire street off. They have approached them and they had some talks and their interest level at this point would be if it were at fair market value then it would be considered but there have been no discussions as far as negotiations or anything of that nature at this time.

Mr. Shaver asked if it would be their intent to purchase the property should it be fair market value and then make the buffer zone go the whole of the street.

Mr. Ibarra said they would certainly like to.

Mr. Shaver asked Mr. Tingey what the reason was for the denial from the Planning Commission.

Mr. Tingey stated that the main reason was that the General Plan shows the future use of this property as residential as well as protecting and preserving that Box Elder neighborhood. With those additional properties that were rezoned a few years ago, it changes some of that but that was the main reason. They want to continue to protect that residential neighborhood and having those uses there.

Mr. Shaver asked if Mr. Tingey recalls when they did the changes on the northern properties.

Mr. Tingey believes that it was in 2006.

Public Hearing opened for public comment.

Mr. Brass asked Mr. Nicponski if he would like to read an email from Brad Goodsell.

Mr. Nicponski said no, he had a question pertaining to something in the email.

Mr. Brass stated the Council had received an email from Brad Goodsell which will be entered into the record. (Attachment 2)

Neil Fortie, 4682 S. Hanauer Street, Murray, Utah

Mr. Fortie stated that he lives directly west of this property on 4682 South. They have spoken to the neighborhood around there and nobody is against this becoming commercial property. They have already made one section a parking lot anyway. He would like to see them get the apartments back there himself because some the activity that happens over there; it would be better to have it closed off as far as he is concerned.

A couple of concerns that Mr. Fortie does worry about is that he would like to see it stay with the same agreement that they made with the Millers. There is no business going through the Hanauer side and that the transports do not go down there and unload. That did happen a couple of times and Mr. Fortie spoke to Mr. Murdock about it. Another problem is the parking. They have the whole street taken up and he doesn't know what they are going to do in the winter time because the neighbors will complain if they cannot get the street plowed. One of their employees was plowing the snow back into the street once Murray plowed the road up to the curb. That is their main problem but as long as Murdock keeps it up with the fence and the landscape their whole neighborhood is behind them and has no objection to it.

Mr. Shaver asked Mr. Fortie who he means when he says 'they' are parking on the street.

Mr. Fortie said that where the old house was, Murdock made that into a temporary parking lot and they are still parking on the street. Today there were 14 cars in the parking lot and 19 on the street.

Mr. Nicponski asked if Mr. Fortie sees this as something that would absorb the street congestion.

Mr. Fortie said that he doesn't know as the parking lot is already filled now. He wants to know what they are going to do in the winter time. They are parking in front of the homes, the mail people complain because they can't get to the mail boxes and he himself cannot park next to his curb if there are cars there.

Mr. Brass said that in clarification, the Goodsell email does say that they agreed to support the Murdock application if Murdock would support them in having those two properties rezoned. Murdock, at that time, declined and so for that reason the Goodsell's are opposing the application. Mr. Brass feels that if something was worked out on the two properties that would change also.

Mr. Shaver said that the issue tonight deals with only the one property.

Mr. Brass stated that was correct.

Mayor Snarr stated that he feels like he was the instigator of this back in 2005. He

met with Jeff Wilkinson who is the current manager of the Larry H. Miller Honda dealership. They had a discussion about their need for additional space. Mayor Snarr knew that a couple of the houses there were rental houses and he had been down there on some code enforcement issues. He met with a lady who lived in the middle house whose health was very, very poor. She obviously didn't have the means; she was living on a very low fixed income to take care of and to maintain her property that needed to have some work done. Fortunately, some people had volunteered to do some roof work done on the house. Mayor Snarr looked at this and he understands that it is a sensitive issue, he has been through this for years. In the end, he went to Mr. Wilkinson and to the Millers and said 'can we enhance the street. He would like to see a landscape buffer put in that would be maintained by the owners of the property (Miller Group) and some shade trees be put in along the property line.' He also suggested that instead of a chain link fence that a vinyl fence is put in. They agreed to do that.

As a Council, the Mayor feels that it is important for them to recognize that in the long run, he feels that it would enhance the neighborhood and bring the property values up as well as eliminate some of the issues of deterioration of the houses and the problems of absentee landlords in a couple of the houses.

In this case, people were very supportive of doing this because it made a significant enhancement to the neighborhood. It eliminated some challenges that were really hurting the property values of other individuals along Hanauer Street.

Originally the Mayor was hopeful that the rezone would go all the way down to Miller Street. That was originally what they wanted to do but there were some push-back. He honestly believes in his heart because he knows that you can take down a house and park on it; it is parking right now. You cannot deny them the right to park on the property that they own. He believes that the ultimate solution is that if people who own the 8-plex are reasonable, the property should be rezoned all the way down to Miller Street. That would clean up the area and create a nice buffer that is well maintained and well landscaped on the east side of Hanauer Street from there going down to the end. That area is all commercial that wraps all around Hanauer Street if you look at it. At the very end there is a new residential subdivision that has gone in and the developer of that property says that this has made his property more saleable although he does have a few lots left.

The Mayor reiterated that he supports this and will support other things that he feels that, in the long run, are in the best interest of the future of making our City a great city to live in and clean up the areas that have some challenges. He always supports the businesses here and will be the first to admit that he always tries to find out what they can do to make it a win-win situation.

Mr. Nicponski stated that he would really like to see that area cleaned up. He hopes that did not misunderstand Mr. Fortie when he spoke of cleaning up the

area. If the Murdock Group accomplishes that and then they move down further south to Miller Street and take out that 8-plex, he feels that Hanauer Street would be better. He just can't see any housing going in there; that is just not going to happen. This may be the next best thing.

Public comment closed.

Mr. Nakamura wanted to make sure that it is clear that tonight's decision is on a land use issue only. There has been discussion on other issues and what Murdock is going to do. He wants to make sure that everyone understands that tonight's decision is on whether or not this is an appropriate land use change; that the commercial is a better land use that is consistent with the surrounding areas. He wants to be sure that they are articulating that tonight. They are not here to make sure that it is done a specific way or that Murdock is here to agree to do things a certain way. This is only to decide whether or not to change this zone to a commercial use.

Mr. Stam asked Mr. Brass what he remembered about the other three properties when they were rezoned. It sounds like it was probably against the General Plan at that time too. He asked if Mr. Brass remembers anything beyond what the Mayor said about the rezoning.

Mr. Brass said that in this case the Mayor spoke properly. That section of Hanauer Street looked completely different at the time. He thinks most of the homes were built after the decision was made. We had major support from the neighborhood for the zone change and, as they are soon to find out, that is unusual sometimes. As he recalls, that is why that decision was made. It solved a problem. If Mr. Brass' memory serves, they had several drug houses down in that area that disappeared and it made a difference to the area.

6.1.2 Council consideration of the above matter.

Mr. Nicponski made a motion to adopt the Ordinance.
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

6.2 Public Hearing #2

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

Consider an Ordinance relating to land use; amends the Zoning Map for the properties located at approximately 703, 709, and 753 East Winchester Street, Murray City, Utah from R-1-8 (Single-Family Low Density Residential District) to R-N-B (Residential Neighborhood Business District) (Steven Feder, Roger Knight, Ned & Carolyn Walker, Estate of Edward Collett & Mildred Page Collett Living Trust, Ralph & Elaine McDonald Trust.)

Staff presentation: Tim Tingey, Administration & Developmental Services Director.

Mr. Tingey showed a PowerPoint presentation (Attachment 3). He stated that this agenda item was also considered by the Planning Commission on July 18th, 2013. He said that all of the information from that meeting was forwarded on to the Council and included the detailed minutes from that meeting. The comments that were made by each individual at that meeting were included in the information that was sent to the City Council. There are a number of letters, emails, etc. that were sent as well as the applicant information.

They had public notices as required by State Law that they conducted for that Planning Commission meeting as well as for this meeting. All of that information has been provided to the City Council for the public's information.

Mr. Tingey stated that this proposal is a little bit different from the last proposal. This proposal is not a General Plan amendment. It is simply a rezone. The Council has the opportunity to maintain the status quo of the existing zoning or to approve the proposed change in zoning. It is not a consideration of the General Plan. Mr. Tingey does want to state that with the General Plan, as he mentioned previously, there was a lot of discussion about this area, about 725 East, about Winchester, and the transportation side of things. Also, land uses were considered and evaluated in that process and the future land use that was recommended and is part of the General Plan is that this is to go to a Residential Neighborhood Business use. That is what the General Plan stated. That is why they are not considering an amendment to the General Plan because that is what it indicates this is going to as future land use.

Mr. Tingey said that the information he wants to talk about, and Mr. Nakamura mentioned it also, is that this is simply a rezone discussion. It is changing a zone from R-1-8 (Single-Family Low Density Residential) to Residential Neighborhood Business. It is important to understand what the implications are for that rezone. There is no consideration of a specific proposal. The proposal on this property, if it is rezoned, could go to a variety of uses including single-family, duplex or commercial. There are a variety of things that can occur. Tonight, one

way or another on the decision, doesn't mean that any specific proposal that has been looked at by any of the neighborhood or any specific proposal tonight, would be considered on that site. That would be a separate discussion and it may not even be the proposal that maybe some have seen. He wanted to make sure that everyone understands that this is a rezone. It is simply to determine if there is merit in changing the zone from Residential Single-Family to a Residential Neighborhood Business.

Mr. Tingey explained what a Residential Neighborhood Business is. A single-family zone allows for low density single-family homes and a variety of other accessory type uses and uses that are obviously applicable to a residential neighborhood. In a Residential Neighborhood Business zone, the purpose and intent of this, is to provide a variety of mixed use, low scale, low intensity residential commercial office and business operations. The zone should share, as stated in the code, the design characteristics of a residential neighborhood and should be evaluated based upon those things. In addition to that, it is to be a buffer zone.

Mr. Tingey showed the site on the PowerPoint. There is an R-N-B zone in close proximity to the proposed zone change site. The General Plan states that it can be rezoned to R-N-B or be maintained as R-1-8. The Residential Neighborhood Business' purpose is also to be a buffer zone; a zone that buffers a neighborhood or provides a buffer to an arterial street. This is a high-intense, arterial street with several lanes that connects neighborhoods to other neighborhoods and there is a lot of traffic in this area. The purpose is to have that low-intensity type zone as a buffer.

Mr. Tingey continued by describing how it is buffered. The types of uses that can be utilized in an R-N-B zone can be a single-family, there can be two-family dwellings, types of businesses that can be low-intensity commercial uses like travel agencies, florists, optical goods, eyeglasses, insurance carriers, etc. These are the types of uses that can be in that area. You can also have conditional uses that include bed and breakfast, antique shops, book stores, gift shops and boutiques. Those are just examples of the types of uses. Regarding how it can be a buffer and the intensity can be limited; the hours of operation of businesses are limited under City Code from 7:00 a.m. to 10:00 p.m., lighting is also limited and must be shut off at certain hours after the business is done with operations, there are intense set-back requirements: 20 foot set-back requirements on the rear and on the front adjacent to streets has to be that as well as an 8 foot set-back. There are more intense buffers. There is also more intense landscaping required. A retaining wall is also required to be adjacent to a residential area.

Mr. Hales asked if days of the week have requirements as well as hours of operation.

Mr. Tingey said that no days of the week set as a requirement, only that they can

operate between 7:00 a.m. and 10:00 p.m.

He continued describing the buffer zone by stating that in addition, there are fencing requirements. The height is a big issue. Currently, in residential single-family homes, they allow a building to be 35 feet in height. In this zone, this is the lowest height restriction requirement in an R-N-B zone. There is a restriction of 20 feet with an additional 10 feet, it can go up to 30 feet, which is still lower than a residential home. So 30 feet is the maximum, which is less than a single-family home. There has to be design considerations so the building has to have design characteristics that fit into a neighborhood. The parking and landscaping also have to fit into a neighborhood. That doesn't mean it has to look like a neighborhood, but there has to be some consideration for that. It is commercial if it is developed like that but there are those considerations. All of this helps to enhance that opportunity for a buffer zone and for low-intensity uses and will not really negatively impact this residential neighborhood.

The City has had several examples of this where the Council approved the rezone on in the past several months. One is over on 900 East where the development has been done.

Mr. Tingey wanted to make sure that everyone understands what this zone is about because that is what is being considered tonight. Nothing else is being considered but the rezone of this property.

The Planning Commission considered this. They had some concerns that were brought up by citizens, related to the intersection and traffic as well as some other issues. The Planning Commission provided a recommendation of denial for the application. The recommendation was not unanimous. All but one member had concerns. One voted against what they had stated because he felt that it needed to be rezoned to that. Mr. Tingey stated that staff recommended approval because they felt that this zone is appropriate for this site. It is an appropriate buffer for this residential neighborhood. With all of the limitations that are provided in this zone it makes it so that there is the buffer, there is that low-intensity scale and the impacts on the neighborhood, they feel, should be minimal. Based on that, Mr. Tingey is forwarding two recommendations to the Council: the Planning Commission recommended denial and he wants to make sure they understand that staff recommended approval.

Mr. Stam asked if Mr. Tingey would read the Planning Commission meeting motion and what they denied. He feels that they didn't want to deny it as much as they wanted further discussion.

Mr. Tingey said that they did talk about further discussions at that meeting. He read the motion from the minutes:

Mr. Woodbury made a recommendation of denial to this application and

forwarded it to the City Council with the suggestion that there be further discussion and input from the citizens for a couple of months. Mr. Markham seconded the motion. Mr. Woodbury clarified his motion that the recommendation be a negative recommendation with a suggestion that there be further discussion amongst the residents. Mr. Taylor commented that his experience over the years, whether.....

Mr. Tingey added that there was also input later on, where Mr. Woodbury commented about the passion of the citizens and the meeting and believes that the issue deserves further discussion. He also feels that the intersection issue should be further discussed and resolved. These were the things that were involved in the motion.

Mr. Shaver asked Mr. Tingey to again address the design characteristics. It is specifically stated in the R-N-B as to what the design characteristics are. He feels that he needs a little bit more clarification. This particular neighborhood is surrounded by General Office and business. Right now, Labrum dead-ends against a business that is where that circle ends. You look down at Silver Shadows, part of that is right against a C-D-C they are right up against a business. When you talk about the characteristics of design, he would like to know a little bit more about exactly what that means.

Mr. Tingey said that in the Code, these are some of the design considerations: provide on-site improvements and appropriate buffering to adjacent properties and uses. That includes landscaping type of elements. The development shall have residential character defined by appropriate density, massing, building materials, texture, style and roof lines. Generally, roofs shall be of gable construction to provide a residential feel. Flat and mansard will not be allowed in this zone except by conditional use approval.

Mr. Shaver asked Mr. Tingey to repeat that last sentence.

Mr. Tingey repeated, flat and mansard will not be allowed in this zone except by conditional use approval.

Mr. Shaver said that they are talking about florists, travel agencies, etc. As a business, the gabling itself, the roof line itself would look similar to what a typical home would look like with an A-frame type of appearance. Is that correct?

Mr. Tingey stated that is correct. Some of the other properties that they have seen on 900 East have the gable roofing elements. There are other elements as well. He said that there was something that he needed to mention related to this. Every commercial project in this area requires a conditional use permit. It is not just some, but every new commercial project requires a conditional use permit. So they have to come back to the Planning Commission and address those design characteristics and the buffering elements as well.

Mr. Shaver said that the City can then hold them accountable to what design they create.

Mr. Tingey responded that was correct.

Mr. Brass asked what some of the conditions are.

Mr. Tingey said that conditions that can be placed are things such as additional landscaping or buffering including trees, elements relating to breaking up the parking, design characteristics of the building have to be considered, etc. Those are the types of conditions that have to be looked at as well as any other intersection or traffic type of issues. It is likely that a traffic study would have to be included with a conditional use application.

Mr. Shaver asked about texture. Would that apply to what the texture on the outside of the building looks like?

Mr. Tingey said it would.

Mr. Shaver said that he knows that they are not discussing what the design characteristic would be but he knows that there are a lot of those who have expressed opinion to him through both phone calls and emails about what actual structure would go on that site. He knows that they are only addressing one issue but it still weighs heavy as to what exactly would be there. Knowing that the City would say if you are going to build on these properties, you still have to come before the City and have very specific requirements for whatever the property is used for in that R-N-B. A general office building that is glass and steel with a flat roof is not something that would fit in this area.

Mr. Tingey said that is correct. In fact, it also talks about presenting building materials, colors, elevations, and buffering schemes for the Planning Commission approval. Bright or flashy colors will not be allowed on structures or signs. Color shades shall blend in to the neighborhood and unify the development. Those are the types of elements that the Planning Commission would look at.

Mr. Stam asked if Mr. Tingey had a copy of the General Plan that shows the future zoning of this street.

Mr. Tingey said he did. He showed, via the PowerPoint, that the General Plan outlines it as a Residential Neighborhood Business in its future use. It is all dependent upon individual applications, people who have residential homes on the sites, etc. They do not have to go to the R-N-B zoning, but they can per the General Plan.

Steven Fedder, Realtor, representative for the buyers and developers of the three

properties.

Mr. Fedder stated that Roger Knight, the developer, and two of the architects from HKG Architects are present tonight and can answer questions. Mr. Fedder said that they are here to request the rezoning of these three parcels to the R-N-B zone as contemplated by the master General Plan that was approved by Council ten years ago in 2003. They intend to stay within all of the parameters specified within the R-N-B zone and the requirements within the design guidelines. Their contemplated use of this, they deem, to be about as soft a use as they could possibly have between the heavy commercial office building use on the south and the residential neighborhood to the north. Although they are specifically discussing zoning tonight, they will discuss some of the thoughts that will go into the design and use of the land as the neighbors have expressed concern with regard to those items.

Mr. Shaver interjected, saying that he understands that Mr. Fedder feels that is really necessary to do, but he recommends that Mr. Fedder address that in the slightest way possible. It becomes a heated discussion and they would like to avoid that.

Mr. Fedder stated that they are looking to build a two-level office building within the 30 foot height restrictions and pushing it as far to the south as possible, away from the residential neighborhood and as close to Winchester Street as code will allow them to. They also have listened to the residents at the Commission hearing and have changed the design of the proposed site plan that they are required to present as part of the application. They have completely eliminated any access onto 725 East and there will be no ingress or egress on 725 East. They understand the concern of the neighbors and that is fine with them. All ingress and egress will be at the far east end of the parcel onto Winchester Street only and as far away from the intersection as possible on the east end of the property. There will be nothing on 725 East.

With a contemplated use of an office building, the concern of the neighbors about the hours going until 10:00 p.m. every night, seven days a week, eliminates that issue. Most offices are typically open no later than 6:00 p.m. in the evenings and weekends are quiet. You will not have retail trade coming and going all day. Retail could be permitted under the R-N-B zone, which would be a much heavier commercial use than a professional office building. It is anticipated that there will only be two users, a maximum of four. They already have two users for the building, one to occupy the upper floor and another on the lower floor. It would not be heavily trafficked. Their intended use of the building falls within the guidelines of the R-N-B zone.

Mr. Fedder said that there were comments made at the Commission meeting with regards to the Make-A-Wish building. Their parcel is about 38% more in land mass than the Make-A-Wish property that was approved a few years ago by the

Council and yet their proposed footprint of the proposed building is smaller than the Make-A-Wish building; greater land smaller footprint.

They understand what Mr. Tingey had said about all the requirements of the R-N-B zone. They will have a masonry wall as is required and not a vinyl or a wood fence, it is supposed to be masonry. The property will be heavily landscaped all along that wall with substantial sized trees that will screen the property from the residential properties as much as they possibly can with additional screening above the height of the wall itself. They will push the building as far south as they possibly can by code restrictions to the south end of the property. It will be heavily and beautifully landscaped along 725 East and Winchester Street. They feel that this will be an enhancement to the neighborhood, above and beyond what is there now. It will be professionally landscaped and maintained and it will be a very attractive, complimentary soft approach from the transition of the heavy commercial on the south to the residential to the north. It is the least intrusive construction in development that they could possibly contemplate within the R-N-B zone.

Mr. Fedder said that they are being as considerate as they can of the peoples neighborhoods surrounding the property. They ask for the Council's support and to follow what was adopted by the Council ten years ago in establishing the General Plan. A smooth transition should occur between the heavily trafficked corridor of Winchester Street and the residential neighborhood to the north.

Mr. Stam said that some of the concerns that he has heard from people are about the size of the building. Granted, it doesn't have a large height but it does have a fairly wide footprint. He asked Mr. Fedder if there had been any considerations to breaking the building in two.

Mr. Fedder said that it is really hard to break it into two with all of the parking requirements and the one ingress and egress. It also becomes cost prohibitive, you cannot afford it. The footprint will be smaller than the Make-A-Wish footprint. Although they aren't supposed to be talking about design, the design that is contemplated will be a very attractive design, enhancing the neighborhood. The materials that are going to be used are absolutely top "A" grade materials which are very high-end.

Mr. Stam said that he had heard that a week or so ago, that Mr. Fedder had tried to hold a meeting with the residents to discuss a little more about this. Mr. Shaver was told that the meeting never did take place. He asked Mr. Fedder if that was correct.

Mr. Fedder said that was correct. One of the neighbors was very kind in offering their property to hold a neighborhood gathering. Mr. Fedder had requested it; he thought it would be beneficial to reach out. They were doing a lot of one-on-one but the memos and the emails were going around and they thought it would be

much better to address the questions that were being raised and dispel all of the misconceptions that were being passed around at a neighborhood meeting. He received a call the morning of what they had anticipated the meeting date was going to be from the neighbor who was hosting this meeting for them and he advised him that a lot of the people that he spoke to would refuse to come to the meeting and if they did come it wouldn't be with an open mind. He recommended that they not hold the meeting and also withdrew his offering of his property as the location for holding the meeting. In lieu of that what he did was type up a memo addressing what they had learned were the major concerns being raised by the neighbors.

Mr. Stam said that he only wanted to clarify that Mr. Fedder had tried to hold a meeting and have a discussion with the neighbors.

Mr. Fedder said that they did, they want to be a good neighbor.

Public Hearing opened for public comment.

Michael Fisher, 740 East Labrum Ave., Murray, Utah

Mr. Fisher stated that his property is adjacent to the McDonald property. He said that the Ralph and Elaine McDonald and the Ed and Mildred Collette were the salt of the earth and the finest people you would ever want to meet. He is sorry that they are gone and they loved them very much. That being said, he wanted to address the comment Mr. Fedder made regarding holding a meeting. The meeting should have been held long before the Planning Commission ever reviewed this project. That is when the meeting should have been held, not after it was denied and then four or five days before this meeting.

The fact of the matter is they can do whatever they want to do but Mr. McDonald has had at least two offers to purchase his property and remodel the home into a residential business. That is what a residential business is and not a commercial office building. It is not 18,000 square feet with 75 parking stalls. That is what a residential business ought to be. Mr. Fisher told Mr. McDonald that they would certainly like to look at that and work with him on that. The bottom line is this is not a residential business being proposed, it is a commercial office building. The Planning Commission was responsible in their findings, they did their homework. He would suggest that the Council be responsible and uphold their decision.

Brett McDonald, 539 North 1160 East, Layton, Utah

Mr. McDonald said that he believes Fisher was referring to his brother who could not be at the meeting tonight. He addressed Mr. Fisher's comments as far as having offers to the property, they have not had any. They have had their property up for sale for over three years and this is the first offer that they have had and felt good about. Mr. McDonald stated that what Mr. Fedder has proposed is very good

and beneficial. In looking at the properties in question, when he grew up on that street it was all residential homes. Now they are down to three homes left on that little section. Their parents are all gone, the homes are deteriorating and they don't have the money to fix them up. The traffic trying to get in and out as a resident is horrible and he believes they would all agree with him if they lived there. That whole street from 900 East to 725 East is all some type of business except for these three little properties that is approximately 350 feet and that is all they are talking about. He feels that it is important that the City accept the proposal and changes it to business residential.

Norman Nielsen, 5451 South Quaking Aspen Dr., Murray, Utah

Mr. Nielsen said there are two reasons he is here. One is that he spent eight years on the City Council and has been there and done what the Council is doing tonight. The second reason is his grandson owns the property at 736 Labrum and as you look at the map, his house is ten feet from the commercial property or the rezone. As much as they want to say otherwise, it will be a commercial property. Having a home ten feet from this zone is going to affect that property negatively. He understands that Mr. Hansen has tried to talk to the real estate people who have the property under contract by 30 feet so that his house wouldn't be ten feet from the property. As far as Mr. Nielsen knows he has had no luck in talking to the people there. Mr. Nielsen understands that this is a zoning hearing. He has been through a few of them in his life and they can't talk about the alleged development but it is very important. They said that the building will be 30 feet. That is to the gables, not to the top of the roof. The footprint that he has seen would look right down into the houses on Labrum Avenue. They would have the windows on the north side and they would see the houses, which is not a good thing to have happen.

Mr. Nielsen stated that he wanted to address another issue. He was at the candidates meeting with the Mayoral candidates and Council people. One of the issues that came up at that time was to revitalize downtown Murray. What is happening, if he can make a comment, is when you take the zoning and look at all of the C-D-C, all of the C-D-C that you have in Murray will make it very hard to revitalize downtown Murray because it is easier to buy the property someplace else and put your commercial business there.

To paraphrase, what he sees going on with Murray now would be commercial sprawl; sprawl meaning something that is not organized or proper. You will never revitalize downtown Murray if property like this is available. It is much easier to do this and they won't go downtown. We will have all sorts of problems.

Another issue is the fencing. A six foot fence is nothing. If you have a parking lot, most kids can scale a six foot fence. Mr. Nielsen would recommend that the City think about their fencing ordinance as well. He thinks that the Council should follow the Planning and Zoning Commission's recommendation and deny this

zone, it is important. He told the Council to consider these things he spoke about.

Ned Walker, 1601 Shenandoah Cir., Murray, Utah

Mr. Walker said he owns the piece of property on the corner on 725 East and Winchester Street. The homes that are currently there are old and run down, especially the one he owns at 703 East Winchester. The zoning for everything east of the McDonald's has already been zoned commercial. The only people who would be willing to purchase these homes would do so on the pretense of having the property rezoned to Residential Neighborhood Businesses. They have had the properties up for sale for approximately three and a half years. This home was built in 1941. It is a burden to maintain this home as a rental. Mr. Walker is 70 years old and would like to sell the property so that he can enjoy his inheritance from this property, rather than spend time and money maintaining this old house. They have finally had an offer for all three properties on the stipulation that the zoning be changed to R-N-B. This is their inheritance and they want to sell.

Colleen Fisher, 740 East Labrum Ave., Murray, Utah

Ms. Fisher said she has lived in her home for almost 36 years. They moved in to raise their family and they love Murray. She still does love Murray and she knows that the Council does too. They were told when they moved in, by the General Plan then...this thing about the General Plan, they were told that the General Plan in 1977 stated that the properties on the north side of Winchester would stay residential and they would be the buffer at that time. They bought their house under the assumption that that was going to be the buffer; residential on the north side and commercial on the south side.

In regards to this meeting, when the zone came for Make-A-Wish, Mr. Ivory came and had a meeting before the zoning meeting. He showed every one of the neighbors the site plan for the building. During the process, Mr. Ivory knocked on her door at least twice and showed her what the plans were going to be, what the landscape was going to look like, and even asked them what they thought about the lamp posts so that the light wouldn't be an issue. She doesn't even live that close to the location, she is further down towards the west, but he had the courage, the fortitude to actually see how they felt about that.

The next property at 759 East was rezoned about three years ago. In her zoning letter the applicant had drawn a picture of the existing house, showed her parking spaces in the back and that is the letter Ms. Fisher got when she went to the zoning meeting. That was what the applicant proposed; she showed them what it was going to be and they had no problem with that. The property next to her is a R-1-8 next to 759 East. That is erroneous information. There is a residential property on the east side of 753 East and there is residential property behind and also to the west.

Ms. Fisher knows that they aren't allowed to talk about buildings but it is very

difficult to put the zoning out there and not talk about the building. She sees that the developer has his plans right there and he showed his little building. She stands to lose every bit of privacy that she has at her house. She asked someone to address the elevation of how much the land goes up. From her house to Winchester there is a hill. She has called Mike Pfeiffer 20 times to try to get an altimeter to get the elevation.

Mr. Shaver interrupted Ms. Fisher and asked her to address only the Council.

Ms. Fisher apologizes but said that she would love to have the Council look at that and see what the elevation is. A 30 foot building would probably be at least 35 feet and she would have to have blinds because of that building. You cannot tell her that in this day and age, strangers in your backyard that can look in on every aspect of your life, watching your grandkids playing in the sandbox, is a good thing for Murray to do and she would ask the Council to uphold the decision of the Planning Commission.

Sergey Krasovski, 739 East Labrum Ave., Murray, Utah

Mr. Krasovski said that everyone here understands this whole situation is about money. The people who bought the properties on Winchester Street many years ago probably paid a little less than other people around because they are on a busy street and they made the decision then to be there and build their houses there and live there. He has been in business many years and knows you can sell anything if it is the right price. The people who want to sell the property now want to sell them, not for a price that people can pay, but rather for the price they want to get for the property. This is the problem. They want to do it for our cost. They want other properties to become diminished so that they can rezone it. All of the people who spoke before him who are trying to make this happen are trying to convince the others that they need this buffer, that it would be good for them. It doesn't matter that the people are saying that they don't need it; they are good without the buffer. These houses were good. It was good before and they still can build residential properties there, just sell it for the right price to the right people with the right architectural design. It is not fair to them to try to get the money they want.

He has known Ms. Fisher and been her neighbor for fifteen years. She is a great lady and has never seen her upset in all that time. Now she is here, crying because she needs to go through this situation because some people want to make more money. It is unfair. The people who want to make this happen should be ashamed.

Jeff Squires, 687 East Winchester Street, Murray, Utah

Mr. Squires stated that he has a different look on this than some of his neighbors. He feels that what they are proposing is a pretty good proposal and that they would be a good neighbor. He works in an office building and they are gone at

night and on the weekends. This would probably be a better neighbor than some apartments that could go in there or other heavy commercial use. He feels that this would be a good compromise. The only problem that he has with this is the building height and he would like to know if they could keep this down to a one-story building. He feels that two stories would be too tall and as Ms. Fisher said, the elevation that is planned is taller and slopes off to the north. Even a two-story building will look like a three-story building from Labrum Avenue. If there was a way to make that a one-story building he would be supportive of that. He feels that keeping the access off of 725 East is good and he feels that they would be a good neighbor. He doesn't know if a one-story is doable, but if there was a way, that would be great. He works in a one-story old building and maybe in 1960 they could make a profit on a one-story building.

Bruce Pyper, 595 Wilford Ave., Murray, Utah

Mr. Pyper stated that he is a little bit removed from the immediate site but he is one of those people who looked seriously at buying the McDonald property about a year ago. He put a great deal of effort in and invested some money into researching whether or not that would work for him. He is a dentist and wanted to put his dental practice there. He felt that it would be a high exposure area and a good place for him to build his practice. They looked into what it would take to change that building from its current residential condition to a commercial condition and for him to be able to do that, honestly he would have been better off to tear it down and start from the ground up. It was so cost prohibitive to go in and earthquake proof, change all of the trusses and do everything that the building would have required of him. He still looked at it seriously until he found out what was required of him, as the landowner, to meet the requirements for R-N-B and then it was too much money for his budget. Putting in a block wall, to put in ten feet of landscaping with mature trees, etc. that all went out of his budget and he had to look at other opportunities.

Interestingly enough, the opportunity that he found was built by the same developer who is looking at doing this project. This project that he is currently in has been around for about seven years and it is immaculately built. It is built with fine materials, it has been built to last and it has been built to look nice. From his perspective, Mr. Pyper feels that the proposal is a good thing to do. As he looks up and down Winchester Street it seems almost obvious to him that the whole thing is shifting to a commercial kind of application. He looked at the possibility too of renting a portion of that property to a family with small children. As he considered that and spent some time back and forth on the property it really worried him about having those little kids there with four lanes of traffic going like crazy just a few feet away. He personally would not want to live in that condition. He would rather feel safer and away from the traffic at his home. It would not be a place he would consider for his home. Mr. Pyper said that he would be in favor of changing that zone to an R-N-B.

Mike Squires, 1211 East 6600 South, Murray, Utah

Mr. Squires stated that he grew up at a home located at 687 East Winchester Street and was born and raised here in Murray. He absolutely loves this City. He was a Murray Spartan, a Murray City Police Cadet and even learned Mayor Snarr's obnoxious City poem. He makes every purchase possible in Murray and has so much pride in this community. For those reasons, he really wants to move back here. He knows that this is a difficult topic and sometimes he is glad that he probably never will run for office. He wanted to bring up some points that he has thought a lot about. A blank field, an empty and degraded home is perhaps worse than a property and something that could potentially beautify an area, but he would just ask that laws affect people and these ordinances and zoning affect people. That is why he gets involved with these campaigns and such. It is important to remember that these things affect people and he would ask the Council to go home and look at their neighborhoods and see what commercial developments could come into their neighborhood. He said that to his knowledge most Councilmembers, including the Mayor, live in a rather quiet, quaint and really beautiful neighborhood. He knows that to a certain extent what has been said is true, they choose where they live. He grew up accepting that freeway noise was normal or that he had to wait ten minutes to get out of his driveway in the morning. He had to run down 725 East for cross-country practice too. He is concerned about the long-term effect that this will have and agrees with the Zoning Commission that this should at least be postponed. He worked for the Utah County Relators Association and is not making this effort to come down on private rights. He would ask that they consider this further and ask themselves if this were their neighborhood what their decision would be.

Mr. Brass noted that Mr. Squires worked on his campaign for Mayor so they have a relationship. He stated that will not affect his opinion, but he needed to state that for the record.

Mr. Hales added that Mr. Squires had also helped him in his campaign for Council as well, although that was some time ago.

Kristin Fisher, 802 East Silver Shadow Dr., Murray, Utah

Ms. Fisher stated that she has spent a lot of her own time studying anything that she can find in relation to this zone change. She has read through the Planning and Zoning meetings. She has read through the City Council meetings and has tried her best to understand the Murray City Code relating to the R-N-B zone. She has visited the Murray City Planning Department and talked to them about the process in which you obtain a permit. She does understand that you have to submit a plan in order to apply for a zone change. She does not believe it is fair for the City to say that they cannot talk about the plan for the property since the plan has to be submitted in order for the zone change to even come about.

Ms. Fisher has also gone to every property in Murray that is currently zoned R-N-B and has looked at all of those properties. She has also read the code and wants to read from the Purpose and Provisions section of that code for residential neighborhood businesses:

Properties should be low scale and low intensity and should share design characteristics with nearby residential use, provide a good neighborhood fit and a distinct residential character.

She continued saying it also suggests that where possible, existing structures should be preserved and converted. She also had some quotes that she has found through her reading from City Council and Planning Commission meetings that Councilmembers have said and that people in Planning and Zoning have said in relation to other properties that have been rezoned. One from July 19, 2012 states: *“The uses should all fit in the neighborhood to a distinct residential feel and (blank) mentioned that when he had worked for the City he had heard that low-profile buildings were preferred in this type of zoning to act as a transitional buffer between a busy street and a neighborhood.”*

Another from June 19, 2013 says: *“A concerted effort has been made to come up with the R-N-B zone so that the commercial element didn’t impact neighborhoods.”*

A quote from August 13, 2010 states: *“The Council has made a concerted effort to protect residential neighborhoods. The R-N-B was created to prevent large commercial buildings from abutting neighborhoods and preserve the residential areas.”*

The intention of the zone was to protect the neighborhood. The location of this lot is directly in their neighborhood and most of the properties that have this zone already have used the existing homes or have built in harmony with the intention of the zone. The dental offices that you have referred to, those two buildings square footage combined is not as big as this building that is proposed to go on this lot.

Ms. Fisher knows there is a height restriction but the only restriction on square footage is that they have to have ten parking stalls per 1,000 square feet. She believes that any business that requires all three of those lots and a conditional use permit to build higher will have a negative impact and cause consequences to their neighborhood and does not fit the definition of low-scale and low-intensity. It does not fit the intention by which the zone was created in the first place. She would ask the Council to uphold the Planning and Zoning’s recommendation. That is what they do, that is what they studied and that is what their knowledge is. She believes that the zone was in place to protect them. Putting a large commercial office building behind them is not what the intention of that zone was in the first place.

Dennis Ritz, 763 East Labrum Ave., Murray, Utah

Mr. Ritz stated that he is right near the bottom of the street of Labrum Avenue. As the Council may be familiar with that area, the street slopes down and so does his driveway. On two different occasions this summer, including this last Saturday, his home was within a few inches of flooding again. As the zoning changes they are putting hard surfaces on all of the areas around Labrum Avenue. You have the R.C. Willey parking lot, the strip mall, Make-A-Wish and now the application is asking to put a hard surface with 77 parking stalls on the end lot. All of the water from that development, all the water from Winchester, all of the water from all of those developments flows down into the storm sewer that runs next to his home. Because of the inadequacy of the storm sewer his home floods as does his neighbors. That is a serious issue for them because it affects their property values. If he discloses that upon the sale of his property, he cannot sell it as nobody is going to be interested in it. He stands in support of those who are asking the Council to uphold the Planning and Zoning decision. He is also looking at this from a different perspective and that is down the street from his house, all of that storm water is going to flood his home again, it is only a matter of time.

The City can only stand behind governmental immunity for so long. Mr. Ritz asked the Council to uphold the recommendation of the Planning and Zoning and asked the Council's support to deny the application in front of them.

Mr. Shaver asked Mr. Ritz to chat with him after the meeting regarding the storm water challenges.

Mr. Hales noted that Mr. Greenhalgh submitted a letter similar to what Mr. Ritz stated and they will enter that letter into the record.

Glenn Collett, 10259 South 2460 East, Sandy, Utah

Mr. Collett stated that he is one of five siblings who own the property at 709 East Winchester and he is the only one who resides in this state. Seventy-two years ago when his parents built their home on Winchester it was a single-lane dirt road. To the south were alfalfa fields and acres of empty property. To the north were natural springs, horse property and more acres of empty fields. Times change and today I-215 is only two blocks away from Winchester and housing to the north fills the once vacant lots. Winchester is all commercial property on the south side from 1000 East past 600 East and on the north side from 1100 East up to their property. Winchester is now a four-lane, 40 mph road. Has anyone in this room spent 15 minutes trying to back out of their own driveway onto a four-lane road at 40 mph? With a light at 700 East, it backs up traffic to Make-A-Wish. It is dangerous. Multiple times he has almost been hit and he doesn't live there anymore. He goes over on Sundays to try and maintain the property. He has done this every Sunday for four years.

Winchester is no longer a safe residential road. For the past four years the owners of these properties, with the help of a real estate agent, have tried to conform with the Murray City Master Plan by finding a satisfactory commercial project that will conform to that plan. The buyers, sellers and agents have spent considerable time, money and effort so that the project would meet the needs of the City and surrounding neighbor. After four years of work to deviate from the Master Plan and change the rules is unfair to everyone who has worked so hard to fulfill Murray City's requirements. The buyer's commercial project is an attractive, landscaped office building with light traffic from 9:00 a.m. to 5:00 p.m. on weekdays and virtually no traffic on weekends. The building would also help block the noise from Winchester that reaches the neighbors to the north. The existing rented homes are deteriorating rapidly and are becoming blight to the community. All are in need of major repairs, exterior maintenance, landscaping, plumbing, heating and electrical. They need to be torn down and replaced. This project is the best possible use for the benefit of the City and the community.

Davis Hansen, 736 East Labrum Avenue, Murray, Utah

Mr. Hansen said that everyone here has brought up good points. He is here because he is pleading with the Council to protect his family. He has three small children. He has a wife. He travels and if this is rezoned and an office building gets put up that is looking directly into his house and backyard all day long, there is no way that he can stay in his house. What Murray needs right now is young families and you will lose one if gets is rezoned. He doesn't know if that matters to the Council but he does not want to move. He loves this City, he grew up here. He was a student body officer and played on the basketball team. He has not lived away from Murray longer than ten months since they have been married, they love this City. He is pleading with the City to protect his family.

Part of the General Plan states that the primary goal of the General Plan is to protect its neighborhoods. This is not protecting the neighborhoods. In no way is this protecting the neighborhood. He has heard all of the discussions about these houses being old and blighted and that they could turn into drug houses. He does not think these neighbors would let that happen. For the record, the Collett's have been great neighbors. Mr. Hansen said that he loves this neighborhood and his home. He has put thousands of dollars into his house, which at the time he purchased it, was blighted. If anyone had seen his home at that time they would know that it was in terrible condition. He has fixed it up and made it his home. He would like the Council to please protect it and not change the zone.

Pam Squires, 687 East Winchester Street, Murray, Utah

Ms. Squires stated that she had sent an email to the Council. She doesn't think there is anybody else in the room that has had three cars go through their fence. One on 6400 South, one on 725 East and low and behold, after they put in a brand new beautiful fence another one went through it. They have a fence all the way

around because before they bought their home they got a variance to the law or something like that. The City approved that they could build a fence on all four sides. She had all her children within five years and had little ones running around. They sunk a lot of money into her home. She explained in the email that they have built planter boxes; they have silver pineapples along both sides of her home. Her husband has filled those boxes with cement in hopes that if a car comes along, the boxes would stop the car and not have it come through the fences. Six years ago the last one plucked up all of the chains, broke off the limbs of the pine tree and flew into her yard. She can't get out on her street and that is why they built a big driveway where they can turn around and head out.

Ms. Squires stated that Ms. Fisher said that there must be a variation height. There was at one time. When they redid the four lanes, it really dropped down off of 6400 South near their house. In the summer you could hear the teenagers coming down from Fort Union and you could hear them leave the ground and hydroplane. In the summer it was so hot that their tailpipes would make gouges in the asphalt. When they redid that, they did fix the slope but there still is a slope. It is now less noticeable in some ways but when Ms. Fisher said there was a height difference, there really is.

Ms. Squires explained to the Council in her email about the conditional use. They have heard it all along. She doesn't know if they know but they approached Mr. Walker before she died if they could buy her property. They approached a relator saying they wanted to buy it and asked the realtor to find out how much it was. So have Rebecca and the Simons' next door. They wanted to buy that property too.

The Squires' would have gone in on buying that property if it was still residential. But to go at the price they were asking was rather steep. If anyone has gone down Highland Drive or 1300 East from Vine Street to Cottonwood High, in there is a cul-de-sac where Ivory tore down the homes and put in a model home with perhaps four homes going in. That could be done here too. Look at Veronica Court on 5900 South. They put up the wall and put in some homes. There are other alternatives. She does not think that it has ever come to surface that neighbors really have tried to buy that property over time. It has not just been totally ignored. Ms. Squires said that she loves her home, it is a historical home and she is on that band where she could stand there and say she wants the zone change but she doesn't. She loves her home.

Denny Linnell, 6466 South Castlefield Lane, Murray, Utah

Mr. Linnell has some concerns regarding the zoning. He bought his home about five and a half years ago. When he purchased it he was told that the commercial zone ended at Make-A-Wish Foundation. He was also told that another building in the neighborhood was zoned in a certain way. Based on the strength of those commitments he purchased his home and paid a lot of money for it in his opinion. Now, as time goes on and this issue comes up on rezoning this building, his

concern is the cradle to grave. We are told certain things during these meetings or when things are zoned and certain things are written down and there is discussion; but six years down the road things are changed. We have another meeting, or we have another zoning deal. His concern is, and he checked with Mr. Tingey to confirm what his interpretation was and what other interpretations were on this previously zoned property, and there was definitely discussion about it. They were all under the same impression. When Mr. Tingey goes to the minutes of the meeting he can't put any teeth into that because it wasn't written as they were so told.

On this building, whether they zone it or don't zone it, his question to the Council is if they make a decision and the Council tells them what is going to happen and what the R-N-B zoning allows, how do they get this cradle to grave? How do they have the confidence in Murray City that if the City says something is going to happen that somebody structures this in a way that is going to do it?

He gave additional background. He has known Mayor Snarr since before he was the Mayor as he was in the landscaping business. Mr. Linnell is also in the landscaping business. He also knew Mayor Pett prior to that. When Dan Snarr was running for Mayor Mr. Linnell ran into him at a 7-11 and they talked. Mayor Snarr told him that he as running for Mayor and Mr. Linnell had confidence in him. The Mayor has always said that he is concerned about the citizens of Murray. His concern is to have Murray be fiscally sound and the citizens to be happy. Based on the strength of that conversation he was voted in. The problem is that at this point in time Mr. Linnell moved his business and home in based on those strengths. Whatever happens, how do they go to all of these meetings and have any commitment from people who are making the rules? This is cradle to grave or this isn't going to change.

Connie Mascherino, 6422 South Joma Street, Murray, Utah

Ms. Mascherino said that she feels she has some unique experience here. She grew up on 1969 South 700 East. When her parents moved she bought their home and raised her children there until two of them were in high school. Living on a busy street does have its challenges but she wants the Council to know that fewer children are killed on busy streets because their parents watch them closely.

As far as the argument of traffic goes and getting out of your driveway on the Winchester properties, there is a light there. There was a light on 2100 South near her home. She may have had to wait a few minutes but she could get out safely. Her daughter lived for three years on that corner of 725 East Winchester Street. She has two little girls who played in that driveway and on that property very safely. When she bought the house on 700 East from her parents her mother said to her to "hold on to this property. All along this street is going to be commercial and you are going to make a lot of money." They lived there for about 15 to 17 years and it never did turn commercial. Homes were repurchased and remodeled.

It is a very stable busy street. There are many busy streets in the valley that are residential. If these homes are priced correctly, Murray is a hot area in which to live. A lot of people want to live in Murray.

The homes here sit back a ways and homes can be remodeled and purchased there. Don't kid yourselves on this rezoning. Anything can happen in the future. As she looked at the map, a part of her felt like she is a bit buffered. She lives on Joma Street and she doesn't like the fact that it is the square that you can go up one side then down the other and hit their street; it will get a little more traffic. Silver Shadow is the next thru street from 900 East to 725 East. Whatever happens on that corner property; there is a square that is going to entice more traffic. There are a lot of kids on Silver Shadow that are going to be affected. She feels that it is dangerous to rezone this area and that the homes there are still valid as residential properties.

Adam Hardman, 6372 South 725 East, Murray, Utah

Mr. Hardman stated that he is against this rezoning. The R-N-B classification, in his opinion, is too broad and too permissive. He feels that for a residential neighborhood, a two story building of this scale is too large and twenty feet to the adjacent properties is too close and certainly 80 parking stalls are too much for a residential neighborhood. As long as the R-N-B classification permits such large scale accommodations he would be against buffering any residential neighborhood.

Whoever gets the property that is left in the middle will be left with sandwiched in the middle. He would not want to be in that position. As a homeowner it limits the ability to sell the property and it is too small to do anything other than to put in more parking. That point has not yet been brought up. He doesn't know if it is the practice of the Council, but he can see that as a deterrent for the Planning Commission and as to why further discussion was suggested, but it seems like skipping over properties is a bad practice.

The last thing, which was touched on a little bit earlier, is one of the reasons the Planning Commission wanted to discuss this further was that the City Plan is actually quite out of date and in need of revision. It is over ten years old and is slated for revision pending funding. This is the kind of thing that if he were in the Council's position, especially on the Zoning Committee, he would be looking at what the plan for the City is. To the point that was brought up earlier in this meeting that our goal is to revitalize downtown and we shouldn't be pushing our commercial buildings to the outlying properties. We should be centering our focus on trying to grow downtown.

Charles Cayias, 730 East Labrum Avenue, Murray, Utah

Mr. Cayias said that at the last meeting the question was asked of how we get

involved. He sent emails to the City and he wanted to address one of the responses he received. He sent an email on July 23, 2013 to Craig Burnett Assistant Police Chief and to Trae Stokes, City Engineer. He wrote a paragraph explaining his position on how dangerous this intersection is. Unishippers, before they built their building, there was a white house with pine trees. Due to the traffic they ended up putting sidewalks in and put in a left-turn lane. Where you have a left hand turn lane on 700 East, one going both ways, but do not have a left-turn lane on 725 East. If you go further up where R.C. Willey is, there are left-turn lanes at all four intersections. If you go to 7-11, you have left-turn lanes at all intersections as well. People are using this road to get to Midvale. There is a speed issue that has not been addressed. Patrol came out one night since the meeting and they drove around the neighborhood to make themselves present.

The City Engineer responded to him saying: "I got your email, thank you very much. Regarding the south bound left-turn lane intersection at 725 and Winchester Street, adding a left-hand turn lane is a good idea and I think that we will try to do this even if the proposed development doesn't move forward." Now we have an engineer who is trained for what he does telling us that what these people are saying, this building does not fit on this piece of property. We don't even have sidewalks where this house is so people have to walk out in the street. If the City would consider purchasing ten to fifteen feet, making a left-turn lane, putting sidewalks in and making this an intersection just like the other intersections surrounding it that is what he thinks they should do. Once you put in sidewalks, you get a feasibility study on how many cars go up Winchester, how many cars go down 725 East, then you are able to make a decision and say they need to rezone this but not for what they are thinking about as we do not have enough parking stalls to do this.

Terry Steed, 754 East Labrum Avenue, Murray, Utah

Mr. Steed stated that his home is essentially the home right behind Make-A-Wish. He became involved in Murray City in 1974 when he was sworn in as a police officer here. He spent roughly 25 years as a police officer and saw many things happen to this city; most of them good sometimes not so good. The thing about Murray City is that it has always been a City that cares about their people. A couple of others have mentioned that but what he wants to do is make everybody aware that what we are looking at with this proposal is for the good of two or three families and the good of thirty to fifty families. It seems to him to be a money issue only. Give the money to the people who are bailing and leaving Murray City or stay with the people who are good, solid citizens here and that are continuing to pay taxes and keep the City as a good place to live. It cannot be plainer than that to him. He would like to see it end at this point.

He has been in many of these meetings before. It first started with the Make-A-Wish Foundation; actually it started with Glover Nursery and Cort Furniture, the albatross up there that does absolutely nothing good for anybody. That has had

30-40 different buildings in there. With the Make-A-Wish Foundation, Mr. Labrum wanted to sell and continue on with his life. It was a beautiful property before, very well maintained as he was a State Arborist. We successfully fought several different times with different proposals that were brought to the table at that time. When Make-A-Wish came in it was that they were not going to fight the kids and they said let's do that. We were told, and he can say that with all assurity, that this would be the buffer. This is the buffer that was sought, this R-N-B and this will be it. Mr. Steed thinks it was Councilmember Dunn that said she understands the emotion that was going on. The south side of 6400 South will eventually fall to all commercial but the north side would be the buffer. She said that they wanted the residential to remain on that side. Then they found out that in 2003 the Master Plan showed it all the way down to 270 East as R-N-B. The people down on Castledale aren't going to sell their end properties. The beautiful homes, the 1800's house, they are not going to want to go commercial. Mr. Steed asked that the City keep in mind that Murray City is a great place to live because it goes along with what the citizens want.

Jerry Nelson, 6334 South 560 East, Murray, Utah

Mr. Nelson said that he rises in the probable outcome of the Squires and might end up getting a divorce over this but he wants to be on record that he is opposed to this. He used to own the property that is right in the middle that is zoned G-O. He bought the property with the intention of building a home there after searching for many months for any property in Murray to bring his family back and build a home so that he could raise his family here. He wanted to be on record that this really is about money and pricing the properties for the correct price.

There are buyers out there who are willing to pay a reasonable price for residential property. The point was made that there are busy streets all over the City and this really is about pricing this correctly. One thing that hasn't been mentioned that he feels is worth consideration is the tax consequence of building this. He sent an email to the Council highlighting the point that the tax revenue generated from this particular building will probably be minimal in respect to efforts of getting a new tenant into the former Sears building in the mall which could generate as much tax revenue as this particular property in a single day such as Black Friday. You would have enough revenue to cover what this particular property would generate over a year's time.

Murray is a great place to live and he wants to be on the record that he is opposed to rezoning this. He also wants to be on the record that he thinks it is ludicrous for the City Planner to tell them to pretend like they do not know what is going to be built there and just consider this a zoning change. He can't even fathom the logic behind that since once the zoning change takes effect, whatever those parameters are, they are stuck with whatever gets built there. To pretend that they don't know what is proposed is ludicrous.

James Carter, 735 East Labrum Avenue, Murray, Utah

Mr. Carter stated that he has lived at this address for 37 years. He moved here from outside of the Salt Lake valley. He and his wife were both raised in a different area of Utah. They came to Salt Lake to work and picked Murray as the best city in the Salt Lake area to come and live. They feel, that at that time, the General Plan and everything else in the City was directed towards protecting their safety, their personal life and the happiness and the comfort of the home that they built. They believe that you are all elected officials. You have to make the decisions. The Council is the decision maker in this incident. We are only talking about a zoning change. That zone will open the door to your careers for the next twenty years until you change the zone again. What is most important is what do they; the property owners, as the citizens of Murray; what do they lose when the Council makes it decision. The citizens elected the Council to make those decisions following all of your guidance, activities and everything that has been approved.

The General Plan is a general plan. It does not go into detail but covers the general topics and public safety and all of that is covered. What the citizens are saying is that now it is finally time for a decision on this object. The Council is going to make the decision. When you make the decision, there are two things that you do. The first things you will do is make the decision and the second is you will send a message to the citizens of Murray City. What message do they want to send? If you approve this change you are telling the people in Murray that you don't care about them and we are not listening to your comments. If you don't approve this, then the message that the Council is sending to the people is yes, we do care and yes we are doing what is best for the citizen's interest.

Mr. Carter raised the question earlier tonight, does the Mayor have the right to veto the Council's decision tonight? The answer was they don't know. The attorney is going to check it out because it is dealing with land. The point is that the Council are the decision makers. We are the people. Whatever the Council decides is the message that they have sent to us.

John Thornton, 6384 South Castlefield Lane, Murray, Utah

Mr. Thornton stated that he appreciates the opinions on both sides of this issue. He has been a neighbor for 25 years in this neighborhood. Just down the street on Winchester, he used to live backed up to property that faced Winchester. It wasn't a good scene. It was drug infested and it was blighted. He still owns a home that backs up to that property. He welcomes development to that because of the blighted state that was in. He understands the issues of the neighbors now. However, he makes a point of the fact that this is all for money. The fact is, taking the Collett home, it is nearly 2,800 square feet sitting on nearly half an acre of ground. If you move that home inside the neighborhood, he knows that they could get almost \$300,00.00 out of that home. He is not sure what they think is the

correct price but what they are saying is that initially the price is affected because it is along Winchester. That needs to be looked at as far as residential properties. The issue here is to determine what the best use for this property is. That is the issue here.

He is in favor of this. As a neighbor, he believes it is actually a positive thing for the neighborhood if this building goes through. That is not the question here but if it does, it sits between 80 and 100 feet away from the adjoining properties. The maximum at the top of the roof is 30 feet. If you look at their drawing, the sight line is right at the top of the fence line. It is not hovering over like some neighbors off of Labrum have with two-story houses in their backyards.

Mayor Snarr 5223 South Spring Clover Drive, Murray, Utah

Mayor Snarr said that most people are well aware that he has sat in this chair for almost 16 years and has faced a lot of very difficult decisions. He faced people who are angry with him for pulling the trigger on the chimneys. He lobbied hard to get one extra vote to get a Costco in here that has brought the City more money than any other single store in the history of Murray. He didn't make a lot of people happy when he did that. He supported the evolution of 5300 South where Woodrow Street is and Mountain Medical Imaging. Again he did not make people happy there either. There was an issue on Miller Street. Mayor Snarr is a commercial property owner in this City and has tried to take care of his properties and make them look attractive. On Miller Street, there were three houses; about 50 people came in and were very upset with him when he proposed that the houses go. The people made it clear they would never vote for him again.

They Mayor took this job because he cares about the future of this City. He has zero political ambitions, has never had any. He spent a lot of time in his career traveling around this State doing business, either working for Fortune 500 companies or running his own business. He has looked at the evolution of neighborhoods and how they have changed. His brother lives in Sugarhouse. Twenty-five years ago, Sugarhouse was in shambles. If you take the time to go over there now you will see some fantastic things that have happened and Mayor Snarr has even had to educate his brother about across from the Dodo a beautiful development that abuts a residential neighborhood. People said they were going to leave. Not one of them has left. In fact, every one of them said how their property values have gone up because they cleaned up those adjoining properties.

On Miller Street, they did a pretty good job of trashing him. The Mayor had said that the houses did not belong there; they needed to go. It was time for them to let the houses go. That area on Miller Street was more commercial, by the way, not R-N-B which has a lot more restrictions to it. The very people that had literally threatened him came back two years later and begged him to get rid of the houses. To do anything he could to go find someone to buy those houses because their property values were trashed. Not only that, but the crime that existed in that

neighborhood had substantially increased.

He has been through this issue many times. He has been through it with people who have complained about the conditions of properties on 900 East and for the most part the City has been able to transition those out.

The R-N-B Ordinance was originally instigated to accommodate the Greenhouse Foundation and the Tarbot Medical which is a dental facility. Most of those neighbors now along 900 East, and we just did another rezone to R-N-B for the vision center, are supportive as the City came up with something reasonable.

All the Mayor can say is that he knows that this is hard and difficult. However, there are harder and more difficult challenges down the road if we don't allow the evolution of our City to change, to bring nicer developments into neighborhoods to support the neighborhoods and not to draw the values down. He believes this zone has accomplished an awful lot to improve and enhance our image in the City, where people no longer want to live residentially. He has been very supportive of it. He has to be honest with himself and stay true to what he believes. He is not here as a political perception of a win setter. He tells people what is in his heart. He has four more months to stay principal to what he believes and he appreciates all of the residents. He spends a lot of time doing his homework and going to meetings and he hopes that the next Mayor carries on making difficult decisions. In the end, you will see that they have made substantial changes to the communities.

Mr. Nicponski asked for clarification on whether proper procedure is to close the public hearing and then go to the Mayor.

Mr. Brass stated that the Mayor was speaking on public comment as a citizen, not as the Mayor.

Richard Seiger, 753 East Labrum Avenue, Murray, Utah

Mr. Seiger stated that he doesn't disagree with the Mayor. R-N-B, in a lot of situations, works out very well. A lot of the properties on 900 East have turned out very well and look very nice and residential. He feels that a lot of issues that people have is the magnitude of this property as compared to other properties that they have done and the proximity to the other residential property lines. Even if the building is offset, if you have parking spots ten feet away from someone's backyard, that is where many citizens get concerned. If you look at all of the properties on 900 East, the backyards of those houses are at least twice as big or more as the houses that are on Labrum Avenue which provides an additional buffer to the R-N-B and the residential houses. He feels that this is something that the City needs to consider. With the magnitude of this development and combining these lots they should think of keeping them as single lots under R-N-B as there may be less opposition to that. The magnitude of this building or what

could end up being built there is where the concern comes from. Additionally, people have brought up the fact that some of the residents have tried to purchase these properties. He has not been involved in that but it does hand-tie people if they are only willing to sell it as a three-lot structure.

Public comment closed.

6.2.2 Council consideration of the above matter.

Mr. Brass stated that he was on Planning and Zoning when a lot of these discussions happened. He remembers Make-A-Wish. Make-A-Wish has been used as an example. It is the example he uses often when it comes up as to why they don't discuss the project and only want to discuss the zone.

The application for that was to change Make-A-Wish from R-1-8 to General Office. The reason they wanted General Office was that it was the only zone that was available at that time. All of the neighbors said it was a great project and they were okay with it. The Planning Commission, looking at the zone, said no. He has to say that he did not sleep that night because they sat up there and said no and you felt like you were kicking sick and dying children in the teeth. The reality was that if Make-A-Wish didn't raise the money, anything that could have been built on that property that was acceptable in the G-O zone could have been built and no one would have had any input on it past that point. That is why they look at that. The possibility exists that what is proposed doesn't happen. That is why they say that.

Mr. Brass said that someone made the comment as to why does the City insist that the plan be put on the application. He spoke with the City Attorney during the break because it was an interesting question. They will need to look into that one. But, they are not denying anyone the opportunity to speak they are just saying that because you never know what is going to happen.

Mr. Brass was around for the aftermath of the rezone for the area that became Mountain Medical Imaging. In the end, Make-A-Wish did get their rezone and it turned it into a good project. If he remembers correctly, Mountain Medical Imaging was supposed to be a one-story drive-through bank but that never happened. R-N-B was created, truly, to create a buffer between streets like this and the neighborhoods behind. They did not want to see neighborhoods collapse. The point was made that in the General Plan, and he was around when the Planning Commission put that plan together and he was on the Council when they voted to adopt it, and yes it says to protect the neighborhood. It is one of the key elements in it.

The Mayor is correct, things change. Sixty four hundred South was not always a four-lane speedway and neither was 900 East. We have all lived through them adding lanes to 900 East. Things do change. Our challenge, and the people who

came before us and those who will come after us, is that it is very difficult to commit to a lifetime on a zone. You don't know what is going to happen and what the best use for a property. How do we protect the people behind it? We have to weigh all of those things and then we get to live with that for the rest of our lives. Sometimes that is difficult.

This is a tough decision. What Mr. Brass can say is since we have seen drawings and drawings were emailed to the Council, he is concerned with the size and scale of it. He doesn't know that it met his intent for R-N-B. R-N-B was envisioned to redevelop a home and hopefully keep the home or build something of home scale on it for a business. He recognizes that in spite of living on 700 East and enjoying the challenge of getting out of your driveway at 40 mph, there are others who don't want to do that. So what does the Council do? This is going to be a struggle. We do not have this many people for a budget hearing but you do land use and people show up. To think that this doesn't have an impact on people is wrong; clearly it does. He just wanted to open with this rambling on why the process is the way it is.

Mr. Shaver agreed with Councilman Brass. It is difficult to guarantee cradle to grave. As you've heard this evening the properties were purchased in the 1940's and are now changing. The properties around them are changing. It used to be farmland. Murray was farmland. To guarantee to those farmers that their properties would never be encroached on is just as ludicrous, Mr. Nelson.

It is going to change. We can do everything we can to stop that tide. Like Mr. Brass, Mr. Shaver is also concerned about the scope of what the project is but that is a different discussion. For him, his study goes back to the founding fathers. Their number one concern was property. That is why property issues create this kind of discussion which he finds healthy. It is marvelous that people are here and he compliments each one of them for taking the time out to come out on a Tuesday evening and look upon the five members of the Council and think they have more wisdom than the citizens. They don't. The founding fathers very specifically made it a point to protect property rights and to compel someone else to do something against their will or desire is something this country tries very hard not to do.

In the news within the last week, Mr. Shaver heard about a couple who owned a business who were sued because they didn't want to use that business to do something that they didn't believe in. The government is now forcing them to do it. He does not want to force anybody. Mr. Brass alluded to something called the unintended consequences of the choices and decisions they make. He may disagree that it is telling the citizens that we don't care because they do care. We are very passionate about the citizens.

On the tax issue, this city collects more revenue from commercial properties than it does from residential properties in land use. In retail tax, this City suffered

heavily in the last three to five years because the sales tax diminished and went away. When it went away we ended up cutting and cutting. One of the things that this Council is struggling with is how to create a solid tax base that doesn't have this arbitrary swing based on how much revenue is created from retail tax. When the car sales dry up and Fashion Place Mall and Costco don't do well, we end up looking at how to lay off people which cuts services. The tax issue is part of the equation.

Mr. Shaver said that the last item for him is, when he was first elected, there was a building just off of 5300 South on the south side very much like what has been described. It was square, flat and glass and metal. In his opinion, it looks like an office complex and it is ugly. The citizens were really not made aware of it. He has empathy for their position because they came in and bought the property and then they built it and then they wanted to expand it. The City held meetings, such as this, to keep them from doing so.

Mr. Shaver is aware of it and he will try to use the best wisdom that he can in making the proper decision that will support whatever it happens to be for our City. That is his commitment, it is the oath that he signed and swore to when he became a Councilman. He has only been here a little over three years and he hopes that they make good decisions. If anyone has comments after this meeting, he wants people to know that his email and phone number are available to them. He has had several people contact him. He had a conversation with a wonderful citizen today about this very issue and he welcomes doing the same with anyone who would like to talk to him.

Mr. Hales said that he has had three weeks of sleepless nights over this and it is very tough. He has a love for both sides of the issue here and the people on the issues. He wants people to know that his decision on this issue tonight is not based on intimidation, absolutely not. It is based on what he feels is the best thing and he hopes that people will respect that.

Mr. Stam added that he grew up not too far from here. He remembers when the proposal came for I-215. He is sure that everyone here uses I-215 and think that it is wonderful to get downtown and get around. I-215 covered his baseball park that he played in growing up and it took out a lot of neighborhoods and areas that he lived in. But the interesting thing was that people didn't want it to come in and delayed the project for almost 20 years. It also raised the cost of putting it in immensely. When it came back to the Council by the State who was putting it in, it cost the taxpayers a lot more money than it should have.

As we look at everything, one of the issues that Mr. Stam has when he looks at it is that as a Council, sometimes it is difficult. Being on the Council he has made friends and he has lost friends because of wanting to be involved and caring about the City. But as they sit there and look at things like this, they have to look at things from a 30,000 foot view and be aware of what it is like in the weeds but

look at it to see what is going to be the best overall and help maintain that neighborhood and the lifestyle they have and live in. One of the concerns that he has is that he doesn't want things to end up costing the citizens more money either because of wanting to delay things or cause things to take that much longer.

Mr. Brass said that there is a certain irony to what he is going to say. There have been a couple of interesting points brought up. One was in an email that was mentioned by a Councilman. Mr. Greenhalgh asked that as he couldn't be here, they note his vote and also Mr. Ritz who lives next to Mr. Greenhalgh. What was brought up was the effect that the storm we had recently had on their properties and the run off from impervious surfaces and Winchester Street. That is an interesting thing to consider. The other was the depth of the property on Labrum versus the depth of properties on 900 East; looking at the map that is very easy to see now. Mr. Brass said when you look at a General Plan, the entire City, there are 45,000 people that live here and there are probably 14,000 – 15,000 properties and you don't see them all. You look at the map and say this makes sense but you can't see them all. He can say that they had a total of eight people comment on all the meetings that they had on the last General Plan. The City is funding a new one but it will probably be a several year process. He would love to see all of the citizens be this passionate when this happens because that is their chance to weigh in on the next go around.

Even the Planning and Zoning Commission, when they made their motion, requested that the Council read what was said and this bears more study. As Mr. Tingey said, they are not asking for a change of the General Plan, it is planned as R-N-B and they are looking for a zone change. Mr. Brass' concern right now is, are they ready to change that zone or do they look at it further? The Planning Commission indicated in their discussion and filing of their motion several times that they wanted to look at this more. In light of the interesting information on the storms and the fact that we are having a lot of 100 year storm events it may be worth looking more at this. That is just one person's opinion. As Chair, he cannot make a motion.

Mr. Shaver asked Mr. Nakamura what the process would be and how much time can they give themselves. Is there a time limit or can they take whatever time they want to have further discussion?

Mr. Nakamura said that he would like to have that discussion with Mr. Tingey. Certainly, as far as the ability to continue or table a meeting, the Council has the authority to do that.

Mr. Brass interjected, saying that he is leaning more towards maintaining the status quo with the zone until they can look into these issues. He feels for the property owners but the City needs to make the right decision and he doesn't know if they can do that tonight.

Mr. Nakamura said that as far as setting time limits, he feels that the Council can perceive what they are doing tonight as a denial pending further study. There is no time limit on that and they could set a specific time for it.

Mr. Shaver asked if on the request for the amendment of the zoning, are they under a time limit for that.

Mr. Tingey said that they are. It is a year before they can request the same proposal unless there are circumstances determined that the Planning Commission deems warrants certain applications coming back.

Mr. Shaver said that without a decision this evening by the Council, they would have to come back in a year.

Mr. Tingey said that was correct, unless there are certain changes or circumstances.

Mr. Nakamura stated that the Ordinance provides that it is a year unless there are substantial or material changes or information that is before the Council. He is sure that a study, if that is what the Council is seeking, could fit that interpretation. If a study that provides additional information is done, arguably depending on what arises, he feels that they would not have to wait a year.

Mr. Tingey clarified that if a decision of denial is reached tonight, it is that denial that would cause them to have to wait a year. If there is no decision tonight, it would be determined by the Council as to when they would want to consider this again if it is tabled. A decision of denial tonight would cause that denial to be in place for a year unless there are circumstances that are deemed for it to come back to the Planning Commission.

Mr. Shaver asked Mr. Nakamura if they would table the issue or what the procedure would be.

Mr. Nakamura stated that the Council could table the issue but feels that there should be a very short timeline in which these would need to be readdressed. That is one alternative. The other alternative would be denial. Those who have property interests would have to work off a denial and they have a project to do. He feels that the Council could go either way but if they do table it the timelines need to be short in terms of any review that they are asking. His recommendation would be that they set specific timelines.

Mr. Shaver said that if they table it, they should put in a specific timeline. One of the issues that they did have and what Mr. Nakamura is addressing is that there was a piece of property on 900 East. The property was very lengthy and what ended up happening is as they looked at it, it went into the residential neighborhood and there wasn't a buffer or anything that said that the commercial

property ends here and this is residential starts here. It literally went all the way to the residential area. At that point the Council said no. They came back and said they would leave a portion of the property residential and do the rest commercial as a means to meet the need of those people who were concerned about it and to meet the needs of the Council for an R-N-B property. That is what he is hearing now on this one.

Mr. Nakamura said that the question is if the Council does table this and want to do a study, what is it that they want studied? One of them would be the storm drain issue from his understanding.

Mr. Shaver said that another part of the issue is that when you look at the plan itself, you see the G-O. Then you see this little tiny piece, then almost one piece of property that is squeezed in between those. If you change all three to R-N-B, how does that impact that one piece of property? Do we do all of it R-N-B and how do we do that. He feels that is a part of it.

Mr. Nicponski asked if they want to study the buffer between Labrum and the building.

Mr. Shaver said yes. He also has a concern with the part where there is the G-O, then the R-N-B. It is a flag lot and he wants to know how they can do that and can they leave that portion out of it if it becomes a residential piece. He would also like to see if there is enough acreage there and if they have access to it.

Mr. Nakamura asked if this study would be done internally or externally.

Mr. Shaver said that the comment was made earlier that the City has professionals within the City and he feels that we can do that in-house and have it come back to the Council.

Mr. Tingey said that if that is what the Council would like them to do they can do that. Related to specific site elements, there are issues in our Code that require detention of storm drainage and such that are in place so that as we look at specific projects there would be conditions or issues that would be brought up with certain proposals that come forward. For a general zone change like this, we still look at those issues but some of them would be addressed when you have a specific proposal.

Mr. Nakamura said that this has been said many times tonight, but the issue before us is a land use issue. We are looking at uses. He thinks that when the Council is asking for a study, the City and the internal staff have to be within the confines of land use. Some of these issues border, for example something that the Planning and Zoning would do on a site plan. When the City does these studies we will need to make an effort to confine the information to the land use issues. There are issues with the buffer and other issues. He will really need to think

about the storm drain issue because that is something that is done with Planning and Zoning on a site plan approval and may not be something that we do in conjunction with a rezone. He feels that if they allow staff to look at that, they could negotiate that.

Mr. Stam said that it could have something to do with the rezone simply because if it is residential, there is a lot more green space that absorbs water.

Mr. Nakamura reiterated that the City would have to stay within the parameters when they come back and provide information.

Mr. Shaver asked what they would gain by tabling the motion.

Mr. Brass said that he was not speaking to tabling the motion, but to if they chose as a group to deny as the Planning and Zoning did and the applicant changed the project to be different. He knows that they do not speak to projects but as part of the application there was a change of design which he feels would be a significant enough change to warrant another look at this within the year.

Mr. Tingey said that it is actually a zone change request not necessarily a specific project. It would have to be different from the R-N-B proposal or there has to be something in place that would warrant relooking at the R-N-B.

Mr. Stam said that what Mr. Tingey is saying is that the project would not count.

Mr. Tingey said that was correct. It is about the zoning and rezones.

Mr. Shaver asked if it was possible for them to look at the rezone from whatever the property is right now at R-N-B and look at a rezone for all four of those properties. Would that change it enough to do it? Is that something the Council could do without reapplication?

Mr. Tingey said that something like that could be seen as a change to come forward. It is something that the Planning Commission would feel or warrant a need to relook at it.

Mr. Shaver asked Mr. Nakamura if they, of themselves, look at that flag lot and without consideration necessarily look at not just those three properties, but all of it.

Mr. Nakamura said they could but again, the property owner whose interest you will impact has a kind of down zoning in this case. He doesn't think they would be comfortable without the property owner participating in that rezone.

Mr. Brass asked for a motion. Hearing none, he explained that for a lack of a motion it indicates a failure.

Mr. Nakamura agreed.

Mr. Shaver made a motion to deny the Ordinance.
Mr. Hales seconded the motion.

Call vote recorded by Jennifer Kennedy.

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

Motion was denied 5-0

Mr. Shaver moved that a study be done on this matter to analyze the storm water, buffer and traffic for these properties.

Mr. Hales seconded the motion.

Mr. Tingey said that with these, it would be looking at the R-N-B zone in and of itself to address some of the issues that were brought up. If they are talking about buffering, etc. that is something that will require an amendment to the zoning. The detention is already covered. They require detention of storm drainage on commercial projects.

Mr. Shaver withdrew his motion.

Mr. Nicponski asked about the buffer.

Mr. Shaver said that the buffer is still part of the zoning change. It gives specific parameters as to the land use, etc.

Mr. Brass thanked everyone for handling a very difficult situation so well.

7. UNFINISHED BUSINESS

7.1 None scheduled.

8. NEW BUSINESS

8.1 None Scheduled

9. MAYOR

9.1 Mayor's Report

No report given.

9.2 Questions of the Mayor

Mr. Shaver told the people who own those properties discussed tonight, not to give up.

10. ADJOURNMENT

Jennifer Kennedy, City Recorder

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

The Municipal Council of Murray City, Utah, met on Tuesday, the 3rd day of September, 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:

Dave Nicponski,	Council Chair
Jim Brass,	Council Member
Darren Stam,	Council Member
Jared Shaver,	Council Member - Conducted
Brett Hales,	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
Craig Burnett,	Deputy Police Chief
Tim Tingey,	Administrative and Development Services Director
Justin Zollinger,	Finance Director
Dan Stireman,	Energy Services Manager
Citizens	

5. **OPENING CEREMONIES**

5.1 Pledge of Allegiance – Diane Turner, Citizen

5.2 Approval of Minutes

None scheduled.

5.3 Special Recognition:

5.3.1 Consider a Joint Resolution of the Mayor and the Municipal Council of Murray City, Utah declaring September 8 – 14, 2013 as Public Power Week.

Staff presentation: Dan Stireman, Energy Services Manager

Mayor Snarr read the Resolution in its entirety.

Mr. Brass made a motion to adopt the Resolution.

Mr. Hales 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

Mr. Stireman thanked the Council for passing this Resolution, especially in this the centennial year. As it is stated in the Resolution, they are having a celebration and they want the whole community to attend. They are planning on approximately 1,200 people and will be held on Thursday, September 12, 2013 from 4:00 p.m. until approximately 7:00 p.m. There will be food for everybody, demonstrations, drawings for power bill credits and trees from the Forestry Division. It will be a lot of fun. What Mr. Stireman hears every year is how much they appreciate a leisure gathering where they can sit and talk with their neighbors, have a meal and enjoy the community. He hopes to see everyone there for the celebration.

Mr. Stireman said that with this being the Power Department's centennial year he would like to present Mayor Snarr and the Council, on behalf of the Power Department, with a commemorative medallion that they had minted along with

some pins and key fobs. The medallion is encased in acrylic and is quite nice. He invited the Council to come and get a key fob or pin after the meeting.

Mr. Stireman added that the Power Department appreciates everything that the Mayor and Council does to support them and in making the policies, rates, etc. They also appreciate the confidence that is shown continually for the Power Department to continually deliver safe, reliable, and inexpensive power to the community.

Mr. Hales commented that he had the opportunity to spend a few days with Mr. Stireman at a conference and Murray City is very lucky to have Mr. Stireman. He is very proficient with his public relations and Mr. Hales got to see him on screen at the conference and it was impressive. He wanted to acknowledge what a great man Mr. Stireman is and how lucky Murray is to have him.

Mr. Shaver added that they are very grateful to Mr. Stireman and to Murray Power for what they provide to the citizens. It is one of the great services that the City provides its citizens and they are thankful.

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

Pete Fondaco, Police Chief, Murray City

Chief Fondaco addressed the tragic event in Draper City. As a city, we need to recognize what happened out there and he wanted to stress his concerns. He told the Council in February, when we had a shooting in Murray, and it was a return fire shooting where the suspect fired first, he told the Council that the streets are becoming more and more dangerous for police officers out there. Here is another perfect example. This officer never even got out of his vehicle and was ambushed and killed.

Chief Fondaco stressed to the Council the importance of the job that these officers, that the Mayor and City Council are in charge of, are doing out on the streets for them. He doesn't think.....a lot of times we really do get complacent. He isn't talking about the officers; he is talking about the Chief, the Council, the Mayor and everyone else. He really wants to stress to the Council that it is time that this City and the State start looking at the job that these officers are doing and realize that this isn't a small little bedroom community anymore that nobody has to worry about because it is Utah. This is becoming a more and more dangerous area. It took a while to get here; but it is here. That is the scary thing that these officers have to deal with. This officer was headed back to the office to go home. He wasn't on a call. You just never know what is going to happen. Chief Fondaco just wanted to take a minute to explain so that everyone can understand the enormity of this situation and maybe stress a little bit more that these officers are out there doing a heck of a job for you and the citizens and we need to take care of them.

Mr. Nicponski acknowledged and agreed with the Chief. It is vital that we maintain good training opportunities for our patrolmen and our detectives. It is dangerous out there. If you tier

this thing, it comes from Salt Lake City. It flows south and Murray is third on the firing lines; Salt Lake City, South Salt Lake and Murray. We are subject to that crime activity and the Police Department does a great job. We have some of these young officers and he worries about them. They are so young. They are bright-eyed and bushy-tailed and it takes some time. We need to train them properly and he feels that the Chief does a good job of doing that and making sure that we have good training facilities and we need to maintain those. He thanked the Chief for all he does.

Mr. Shaver thanked Chief Fondaco for bringing that situation to their attention and added that they very much appreciate the work that the City's officers do and the risks that they take. His understanding was that in this particular situation the individual actually set out to attack someone in a patrol car; that is what he wanted to do. No matter what the training had been done nothing could have prepared him for what happened. He would have had to have his gun out and pointed all the time which is not possible and they understand that. He would hope that the Chief would pass along to his officers that the Council is well aware that they put their lives at risk for the citizens of the City and they are much appreciative of that.

7. **CONSENT AGENDA**

Mr. Shaver asked that the following be taken together. No objections were noted.

- 7.1 Consider confirmation of the Mayor's reappointment of Steve Meyer to the Murray Power Advisory Board in an At-Large position for a three-year term to expire June 1, 2016.
- 7.2 Consider confirmation of the Mayor's reappointment of Darin Bird to the Shade tree and Beautification Commission in an At-Large position to fulfill the remainder of a three-year term that will expire June 30, 2015.
- 7.3 Consider confirmation of the Mayor's reappointment of Jay Hazelgren to the Shade Tree and Beautification Commission in an At-Large position to fulfill the remainder of a three-year term that will expire on June 30, 2015.
- 7.4 Consider confirmation of the Mayor's reappointment of Geneal Nelson to the Shade Tree and Beautification Commission in an At-Large position to fulfill the remainder of a three-year term that will expire on June 30, 2015.
- 7.5 Consider confirmation of the Mayor's reappointment of James Hendrickson to the Shade Tree and Beautification Commission in an At-Large position for a three-year term that will expire on June 30, 2016.
- 7.6 Consider confirmation of the Mayor's reappointment of Ian Wright to the History Advisory Board in an At-Large position for a three-year term to expire August 1, 2016.
- 7.7 Consider confirmation of the Mayor's reappointment of Peter Steele to the History Advisory Board in an At-Large position for a three-year term to expire August 1, 2016.

- 7.8 Consider confirmation of the Mayor's appointment of Sara Keil Roach to the History Advisory Board in an At-Large position for a three-year term to expire August 1, 2016.

Ms. Keil Roach stood and introduced herself.

Mr. Nicponski made a motion to approve the confirmations.
Mr. Hales 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

8. PUBLIC HEARINGS

8.1 None scheduled.

9. UNFINISHED BUSINESS

9.1 None scheduled.

10. NEW BUSINESS

10.1 None Scheduled

11. MAYOR

11.1 Mayor's Report

Mayor Snarr said that he had spent some time with Congressman Jim Matheson today and they toured the AAA Restoration and Mini Dealership. Don Goettsche (owner of AAA Restoration) is a good friend of Mayor Snarr for many years and he did an excellent job. The Mini Dealership did a great job as well. Dave Clark came down and shared how thrilled they are to still be in Murray. That is the only Mini Dealership in Utah, in fact the only one from Denver to Reno. The City is thrilled that the dealership is here.

Congressman Matheson has represented Murray for a long time. Murray has always been a part of his district even though he doesn't technically live in this district anymore. Prior to the State doing the redistricting he was living our district and has represented Murray and our needs and concerns well and has been very responsive when called upon.

The Public Power Day Celebration will be on September 12, 2013 as mentioned. As the person from the County said, you have to keep repeating things, so he will mention this once more. It will be an extra special day this year as it is the centennial celebration of this department and he hopes to see everyone there at Murray Park between 4:00 p.m. and 7:00 p.m. It is always a great activity with all of the food, education and fun.

Mayor Snarr reminded everyone that the children are back in school now and encouraged all of the residents to be very sensitive to the fact that there are children out there. They are out at different times of the day with kindergarten and early days so he asked people to be mindful of that.

Mayor Snarr complimented the City's police officers. He has noticed that when there is a light that is not working at school crossings, they will pull up and turn on their lights, which definitely gets citizens attention to slow down and watch out. There is no better way to get people to slow down and pay attention than to have a police car turn on their lights. People slow down on the freeway when they see a police car on the side of the road even when there is no accident. He also appreciates that if a crossing guard isn't available, our officers will get out there and act as crossing guards whenever needed.

The Mayor shared the Wasatch Front Regional Council's Regional Broadband Project. It is a regional initiative of the State of Utah Broadband Project. The purpose of this project is to create a Regional Broadband Planning Council and a Regional Broadband Plan for the five county Wasatch Front Regional Council region. The project seeks to improve broadband use and access. Box Elder County has the big Proctor and Gamble that came here and had the availability to the fiber optics and ATK which is part of the UTOPIA network. The Broadband Project is a state-wide effort erected through the Governor's Office of Economic Development with funding from the National Telecommunications and Information Administration and in partnership with Utah Broadband Planning Council and Automated Geographical Resource Center.

Mayor Snarr says that they are really going to sell Utah and all of the businesses that want to be here because they realize that we have capabilities that nobody else has throughout the United States. It talks about all of the things it is being used for. If anyone would like this great information, he can get that for them. The Mayor has always supported this and taken a lot of heat for it, but that is life.

Mayor Snarr said that the Council had a tough decision that they had to make last week with a lot of heat and pressure. He spent time going out and looking at these developments again to see if he was off the mark. He likes to watch and see the evolution of cities and core areas that have been challenged to see what they did to bring them back to life and keep them vibrant. He is still committed to the fact and hopes that at some point in time they can address that issue again. If anyone ever wants to take a tour with him and talk to some of the neighbors, they are welcome to. Some of these developments had the developers doing an excellent job of putting up the development, such as the one on 6400 South. He can take you to some of these where the development is vertical right

next to the neighbors below. He feels that some of the things that were said by the neighbors at the last meeting didn't necessarily represent the way it really is and his opinion is that in the long run, that neighborhood would better be served by the development of that property instead of seeing those houses continue to challenge that neighborhood as they have in other areas.

Mayor Snarr just wanted to share his thoughts. Sometimes he feels he has to validate his thinking and it is good to go out and actually see a project that has been successful and that has helped enhance the neighborhoods. That is how he has based much of his decision making while he has been the Mayor. He goes out and visually looks and ask questions; see what the neighbors say in these neighborhoods where at one time they had been somewhat opposed and now feel that it has been a great enhancement to their neighborhood and brought value and increased desire for people to come and live in the neighborhood because the area has been cleaned up.

Mr. Nicponski added that he hopes that development will come back to the City. He asked the Mayor if he thought they would be back.

Mayor Snarr stated that he and Mr. Tingey had met with John again and he doesn't know if those particular developers will continue there. There is a time frame and a window of opportunity to get financing and sometimes that disappears. If you have a tenant who really wants to have a design built to suit project and he has a timeline that he has to be in a building and operating, sometimes that goes away. We will have to see what happens. Perhaps someone else will look at that. The Mayor felt more empathy for the people that own the houses and can't sell them and don't have the money to put into them anymore.

Mr. Hales said that when he listens to the Mayor talk, he thinks back and they have really trusted and supported the Mayor. There have been some really tough things but the Mayor has had some really great suggestions and on the whole he feels like he has really gone out and supported the Mayor and his great ideas. He knows the landscape and that kind of business and the Council has a lot of faith in the Mayor.

11.2 Questions of the Mayor

10. ADJOURNMENT

Jennifer Kennedy, City Recorder

Citizen Comments

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

New Business Item #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)

Post - 2027 IPA Contract and resolution discussion and passage

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) _____

3. WHEN REQUESTED: (Explain when action on this proposal is needed by and why)

October 29, 2013 City Council Meeting

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

No budgetary impact

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

1. Memo dated October 11, 2013 from Blaine Haacke

2. Resolutions drafted by City Attorney office

6. REQUESTOR:

Name: Blaine Haacke

Title: Power Department - General Manager

Presenter: Blaine Haacke

Title: Power Department - General Manager

Agency: _____

Phone: _____

Date: 10-11-2013

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: Blaine Haacke

Date: 10/11/13

Mayor: Danielle Johnson

Date: 10/11/13

8. COUNCIL STAFF: (For Council use only)

Number of pages: _____

Number of copies submitted: _____

Received by: _____

Date: _____ Time: _____

Recommendation: _____

9. NOTES:



Memo

To: City Council
From: Blaine Haacke *BH*
Subject: City Council agenda item -- IPA agreements resolution discussion and execution
Date: October 11, 2013

In the October 1, 2013 COW meeting, Power Department staff, accompanied by PAB Chair Natalie Gochmour and IPA General Management, discussed the four, post 2027 IPA contracts that Murray City is being asked to approve and execute. The other Utah Municipals Co-ops and California entities are also discussing and approving these contracts. In order for there to be change of fuel source and continuation of Murray's involvement in the project these agreements need to be executed. It is staff's intent to discuss these contracts again in the Council Meeting and then ask for the Council's vote allowing their execution.

As a review, the four contracts consist of:

- 1- Fourth Amendment to the IPA Organization Agreement
- 2- Second Amendatory Power Sales Contract
- 3- Renewal Power Sales Contract
- 4- Excess Power Sales Contract

We have offered information to the council in the past and staff didn't want to burden you with the duplication of data. So below is a quick review of the key issues of these contracts. If you want more information please let me know and I will have it available at the meeting or preferably before.

Quick review:

California can no longer enter into any new coal fired generation contracts. They want to remain as a partner in the IPA plant even after the contract expires in 2027. California is proposing to build a two unit natural gas facility (1200 mw) on the site using some shared facilities and personnel.

The Utahns are willing to continue this economic engine for the region and supplemental resource option for Murray City by entering into agreements allowing LADWP to build the plant. The process to allow LADWP to begin engineering and construction for a 2025 startup date begins with the parties' requirement to execute these agreements. Murray has been involved with the negotiations of these contracts and staff feels comfortable with their present form.

The contracts, post-2027, will allow the following:

- Two 600 mW unit natural gas fired turbines
- Continuation of one coal unit (900 mw), if it is deemed feasible
- California agrees to pay coal decommissioning costs in return for additional space on the DC transmission line to California.
- Murray will still retain approximately 1.5 times its transmission needs.
- Contract is for 50 years
- Callback provisions are still offered, although not as advantageous as our current contract. Callbacks will require 12 months advance notice, will last for three years before it can be returned and have four month summer and eight month winter seasonal options
- Murray's entitlement will be 4% of the nameplate capacity of the plant, or approximately 48mW (we have 72mW now)

It has been stated in the past that the existing callback provisional contract has been an amazing opportunity for the Utah entities. We have been able 'call back' power as needed by the season and then lay it off or 'give it back' to California when we don't need it. At the same time, California has been paying the mortgage on the plant as well as the O&M. It has been a true win-win for Murray City. The existing contract had its share of risk, as this one will too. But for the future of Murray City's portfolio and to protect us from any drastic catastrophic resource failure and to have peace of mind for years to come, staff encourages the Council to approve the four agreements and allow execution of such.

The City Attorneys' office is drafting the requisite resolutions and they will be available for the Council on October 29, 2013.

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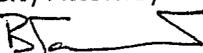


MURRAY CITY CORPORATION
CITY ATTORNEY'S OFFICE

PHONE: 801-264-2640 FAX: 801-264-2641

5025 South State Street, Suite 106
Murray City, Utah 84107

MEMORANDUM

To: Murray City Municipal Council
From: Frank Nakamura, City Attorney
Briant Farnsworth 
CC: Blaine Haacke, General Manager, Power Department
Date: October 15, 2013
Re: IPA Renewal Resolution and Contracts

Please find attached the proposed resolutions and contracts related to the amendments and renewal of Intermountain Power Agency ("IPA"), for consideration at the Murray Municipal Council Meeting to be held on October 29, 2013. Following is a brief explanation of each contract and a recap of the Attorney's Office risk evaluation. Should you have any questions or concerns relating to this matter, please feel free to contact us. Thank you.

Contract #1 – Fourth Amendment to the IPA Organization Agreement

IPA is an interlocal agency consisting primarily of Utah municipalities. The Organization Agreement creates, governs and defines the project. Changes to the Organization Agreement are necessary before changes to the other agreements may be made. The changes made to this Agreement allow IPA to be an organization with the purpose of operating power facilities rather than merely coal fired power facilities. The Amendment extends the life of the IPA from December 31, 2044 to December 31, 2077. It allows the definition of power to include fuel sources such as natural gas, and makes accommodations for delivery, transmission and storage of such alternative fuel. It further gives IPA the power to retire or decommission facilities as needed, and take other associated actions related to a gas fired plant. We do not believe there is much risk to the City in amending the Organization Agreement.

Contract #2 – Second Amendatory Power Sales Contract (2APSC)

The current Amendatory Power Sales Contract will expire in 2027. In order to facilitate the anticipated switch over to gas fuel, certain actions and construction will need to be started before 2027. To pass this amendment, 100% of all participants in the project must sign in order for the gas repowering project to proceed.

This contract addresses a number of these concerns, as explained in the following table.

Primary Purpose	To allow for gas repowering – it allows the ability to switch from two
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	coal fired units to two 600 mW gas fired units.
Secondary Purposes	To allow decommissioning to be performed by IPA and funded through financing costs associated with repowering of the project, as well as monthly billing of power. Sec. 44.2
Decommissioning	Intend to have completed or at least funded by 2027; however, amendment allows for it to be completed by 2032. Sec. 45.1.2. IPA must present a decommission plan as part of this contract.
Gas Powering	Requires the commencement of construction of gas units by January 1, 2020, so that gas repowering may be fully completed and operational by July 1, 2025. This provides for two years of testing or other actions.
Section 36 Facilities	In section 36 of the 2APSC, the contract allows IPA, with coordinating committee approval, to sell or lease any properties that will not be considered part of the gas repowering ("the project"). Thus, IPA could sell or lease existing coal units and related infrastructure, which are not part of the new project. This may complicate the decommissioning provisions, as property sold or leased would not then be considered property of "the project" subject to decommissioning.
Bonding/Financing	<p>There are always going to be risks associated with bonding or financing a new plant. Although the bonding and financing will be done through the name of IPA, ultimately IPA is made up of the member cities. Thus, if there were shortfalls in the bonding and IPA were unable to make the payments, the equity owners, or cities, would likely be obligated to pay on the bonds. This risk is similar to that risk the City currently has under the present contracts.</p> <p>IPA anticipates that it will pay the bonding or financing through the revenues from the sale of the power. As has been the case during the term of the current contract, the vast majority of the sale of power has been to the California purchasers.</p> <p>We feel that certain bonding situations have not been adequately addressed. This includes the unlikely, but possible, situation where the bonding or financing is taken out, construction has begun, and then due to unforeseen escalating construction costs, or due to possible unanticipated Federal or EPA restrictions on gas, the plant is not completed. The contract fails to spell out who is liable to pay the bonds when there is no revenue from power sales coming in. Los Angeles has stated that once financing is obtained, they will make sure the plant is built. However, this is not specified in the contract. The financing of the plant presents a substantial risk to the City.</p> <p>There are other provisions that would terminate the contract in the event that all parties sign, no debt or bonds are issued, and the project</p>

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	is not undertaken, in such situations where Federal or EPA regulations prohibit the realistic use of gas fuel for power. In such cases, all provisions, other than the decommissioning and retirement of the coal-fired plant, would be terminated.
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Contract #3 – Renewal Power Sales Contract (RPSC)

This contract would govern power sales from July 17, 2027 to the end of the new contractual period in 2077. It contains substantially similar terms to the Power Sales Contract under which we currently operate. However, there are some changes that are worth noting.

Approval	Requires 2/3 approval of the current participants. Cities may elect not to enter into the RPSC, regardless of whether they signed the above two contracts. The contract sets forth offering procedures.
Decommissioning of Gas Plant	This contract contains provisions for the decommissioning and retirement of the gas plant at the end of the contract.
Sales	States that the City only pay if it actually purchases power. It also allows for an excess power sales agreement, discussed below, from the Utah municipalities to the California cities. However, the terms are substantially different.
Fuel	Contemplates the switching the fuel source to gas; however, if better, more economical technology comes along before construction on the plant is started in 2020, there is a provision that the project could be fueled by such a source.
Bonding/Financing	<p>There are changes to the approvals required by IPA to obtain financing for capital improvements. IPA is only required to obtain coordinating committee approval for indebtedness related to "Transition Project Indebtedness." "Transition Project Indebtedness" is defined as "project indebtedness that is incurred by IPA prior to the transition date and that, by its terms, is scheduled to remain outstanding after the transition date, provided that no such project indebtedness shall be incurred or authorized on or prior to the Entitlement Determination Date, or the date on which offers are accepted by 2/3rds of the participants and the plant is authorized to go forward.</p> <p>Our Office has the same concerns regarding any bonding or financing as identified under the 2APSC, detailed above. Regardless of the terms that IPA shall be responsible for the payment of bonds or other financing through the revenues of power sales, since the City is an equity owner in the project,</p>

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	the City would be liable for some share of the bonds should there be a shortfall or some other reason IPA is unable to pay the bonds.
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Contract #4 – Renewal Excess Power Sales Agreement (REPSA)

Currently, the City may “put,” or automatically sell, all or a portion of its power allotment of 72 mW to the California cities. The City may “call back” any of this power on a seasonal basis. At the end of the season for which the call back was made, the power will again automatically be “put back” on the California cities, subject to subsequent call backs.

There are new provisions and terms involved with the REPSA. Under the REPSA, the default position will still be that the California cities will purchase the City’s power. With one year notice, the City will be able to request a “call back” for any amount of power in the City’s allotment. The City must keep taking the “called-back” power for a minimum of three years. Should the City desire to “put back” the power on the California purchasers, at the end of the second year it must provide a one year notice that it desires to “put back” the power. At the end of the third year, the City may put back 50% of the power; it may put the remaining 50% back the following year. Essentially, the City would be at risk to keep the full amount of power for three years. While this still involves some risk, it is much better than the risk previously outlined in the contract, which would have required the City to keep all power it called back for the entire length of the contract.

Another risk involves the involuntary termination of the REPSA should there be a complete outage of the plant for eighteen months and a day. This provision does improve upon the current EPSA provisions, which would involuntarily terminate the contract upon outages of just one unit for a year and a day, regardless of the reason for the outage. The provision in the REPSA would only make the outage valid if it affected both units. If this situation did occur, however, the REPSA would terminate, and the City would be required to take all of its allotted power, or roughly 48 mW (the new allotment based upon the anticipated smaller size of the plant). Currently, 48 mW is about half of the City’s total load. This would greatly affect the City’s portfolio, and affect other agreements the City has in effect with other plants and power producers. We consider this scenario unlikely, however, it must be acknowledged as an actual risk.

Should you have any questions, please feel free to contact our office. Thank you.

RESOLUTION NO. _____

A RESOLUTION APPROVING OF THE "FOURTH AMENDMENT TO INTERMOUNTAIN POWER AGENCY ORGANIZATION AGREEMENT", AND AUTHORIZING THE EXECUTION AND DELIVERANCE THEREOF

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

WHEREAS, Murray City Corporation ("City") and certain other Utah municipalities (the "Members") are parties to that certain Intermountain Power Agency Organization Agreement dated as of May 10, 1977 (as amended by that First Amendment to Intermountain Power Agency Organization Agreement dated February 1, 1983, that certain Second Amendment to Intermountain Power Agency Organization Agreement dated as of March 26, 1990, and that certain Third Amendment to Intermountain Power Agency Organization Agreement dated as of January 21, 2003, the "Organization Agreement") pursuant to which Intermountain Power Agency ("IPA") was organized for the purpose of facilitating a joint and cooperative action of the Members to undertake and finance facilities to generate electricity to be known as the Intermountain Power Project (the "Project"); and

WHEREAS, City is a party to a Power Sales Contract (the "Power Sales Contract") with IPA, pursuant to which the City acquired a portion of the generation and transmission capacity of the Intermountain Power Project (the "Project") through June 15, 2027; and

WHEREAS, IPA is a party to substantially identical power sales contracts with other parties (such other power sales contracts together with the Power Sales Contract being, collectively, the "Power Sales Contracts" and such other parties together with the City being, collectively, the "Purchasers"); and

WHEREAS, certain Purchasers are precluded by applicable law from accepting the Renewal Offer without repowering of the Project; and

WHEREAS, IPA has recommended that the Organization Agreement be amended as set forth in the Fourth Amendment to IPA Organization Agreement in the form set forth on Exhibit A attached hereto (as conformed for execution by the City, the "Fourth Amendment"); and

WHEREAS, an amendment to the Organization Agreement may be effective only after (a) approval of such amendment by the affirmative vote of at least two-thirds of the Members of the Board present and voting at a duly constituted meeting thereof; (b) receipt of the written approval of such amendment of not less than two-thirds of the Members following submittal of such amendment to governing bodies of the Members; (c) execution of such amendment by the authorized officers of such approving Members; and (d) filing of such amendment with the keeper of public records for each of the Members; and

WHEREAS, the IPA Board of Directors has submitted to the City Council, and recommended that the City Council approve the Fourth Amendment;

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

1. That after due consideration and discussion, the City Council hereby approves the Fourth Amendment substantially in the form found in the IPA Renewal Contractual Documents, Exhibit "A", a copy of which is on file in the City Council Office;
2. The Mayor and the City Recorder are hereby authorized and directed to execute the Fourth Amendment for and in behalf the City, and to take or cause to be taken such other action as may be necessary in order to make the Fourth Amendment effective, including, but without limitation, filing the executed Fourth Amendment with the City Recorder; and
3. The Mayor and the City Recorder are hereby authorized and directed to execute and deliver, or cause to be executed and delivered, on behalf of the City such additional documents, certificates, instruments, notices, opinions and agreements as may be deemed by the Mayor to be necessary or appropriate to the extent consistent with this Resolution.

PASSED AND APPROVED this 29th day of October, 2013.

MURRAY CITY MUNICIPAL COUNCIL

Brent A. Hales, Chair

ATTEST:

Jennifer Kennedy
City Recorder

RESOLUTION NO. _____

A RESOLUTION APPROVING OF THE "SECOND AMENDATORY POWER SALES CONTRACT" WITH THE INTERMOUNTAIN POWER AGENCY

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

WHEREAS, Murray City Corporation ("City") is a party to a Power Sales Contract (the "Power Sales Contract") with Intermountain Power Agency ("IPA"), pursuant to which the City acquired a portion of the generation capacity and transmission capacity of the Intermountain Power Project (the "Project") through June 15, 2027; and

WHEREAS, IPA is a party to substantially identical power sales contracts with other parties (such other power sales contracts together with the Power Sales Contract being, collectively, the "Power Sales Contracts" and such other parties together with the City being, collectively, the "Purchasers"); and

WHEREAS, pursuant to the terms of Section 33 of the Power Sales Contracts, the Purchasers are entitled to an offer to renew their entitlements in the generation and the transmission capacity under certain circumstances (the "Renewal Offer"); and

WHEREAS, IPA desires to amend the Power Sales Contracts to provide for the repowering of the Project to a gas-fueled power plant (the "Repowering") so all of the Purchasers may be in a position to accept the Renewal Offer; and

WHEREAS, the City Council has reviewed and discussed the Second Amendatory Power Sales Contract between IPA and City which amends the Power Sales Contract to effect the Renewal Offer, in the form attached hereto as Exhibit A and incorporated herein by this reference (as conformed for execution by the City, the "Amendatory Contract"); and

WHEREAS, the City Council desires to adopt and approve the Amendatory Contract;

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

1. That after due consideration and discussion, the City Council hereby approves the Amendatory Contract in substantially the form found in the IPA Renewal Contractual Documents, Exhibit "B", a copy of which is on file in the City Council Office;
2. The Mayor and the City Recorder are hereby authorized to execute the Agreement for and in behalf the City, and to take or cause to be taken such other action as may be necessary in order to make the Amendatory Contract effective, as the Amendatory Contract may be modified to reflect (i) the date of the First Round Offer, as defined in the Renewal Power Sales Contract, (ii) the insertion of dates and the City's address for notice (as reflected on the records of IPA or as otherwise expressly provided to IPA as the City's address for notice together with the delivery of the Renewal Power Sales Contract by the City), (iii) the modification of exhibits and appendices to complete, update or correct the Renewal Power Sales Contract, (iv) the updating of appendices and exhibits to reflect elections made under the Renewal Power Sales Contract and/or documents attached to the Amendatory Contract and/or the Renewal Power Sales Contract in accordance with the terms thereof; and (v) other modifications approved by the Mayor, which approval shall be conclusively established and evidenced by the execution by the Mayor of the Amendatory Contract as so modified; and
3. The Mayor and the City Recorder are hereby authorized and directed to execute and deliver, or cause to be executed and delivered, on behalf of the City such additional documents, certificates, instruments, notices, opinions and agreements as may be deemed by the Mayor to be necessary or appropriate to the extent consistent with this Resolution.

PASSED AND APPROVED this 29th day of October, 2013.

MURRAY CITY MUNICIPAL COUNCIL

Brent A. Hales, Chair

ATTEST:

Jennifer Kennedy
City Recorder

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR THE SALE OF RENEWAL POWER FROM THE INTERMOUNTAIN POWER PROJECT, AND AUTHORIZING THE EXECUTION AND DELIVERANCE THEREOF

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

WHEREAS, Murray City ("City") is a party to a Power Sales Contract (the "Power Sales Contract") with Intermountain Power Agency ("IPA"), pursuant to which the City acquired a portion of the generation and transmission capacity of the Intermountain Power Project (the "Project") through June 15, 2027; and

WHEREAS, IPA is a party to substantially identical power sales contracts with other parties (such other power sales contracts together with the Power Sales Contract being, collectively, the "Power Sales Contracts" and such other parties together with the City being, collectively, the "Purchasers"); and

WHEREAS, pursuant to the terms of Section 33 of the Power Sales Contracts, the Purchasers are entitled to an offer to renew their entitlements in the generation capacity and the transmission capacity under certain circumstances (the "Renewal Offer"); and

WHEREAS, following complete execution of the Second Amendatory Power Sales Contracts between IPA and each Purchaser (including, without limitation, the City) substantially in the form approved by the City Council (the "Second Amendatory Power Sales Contracts"), IPA intends to commence the Renewal Offer by delivering the Renewal Offer Letter substantially in the form set forth on Exhibit "C", found in the IPA Renewal Contractual Documents, a copy of which is on file in the City Council Office; and incorporated herein by this reference (the "Renewal Offer Letter"); and

WHEREAS, the following renewal documents have been presented for consideration by the City Council and which are necessary to accept the Renewal Offer (each of which is set forth on the exhibit attached hereto that corresponds to the letter set forth opposite the description of such document, which exhibit is found in the IPA Renewal Contractual Documents, on file in the City Council Office, and incorporated herein by this reference, such documents together with the Renewal Offer Letter being, collectively, the "Renewal Offer Documents"):

Document Description

Exhibit Letter

Renewal Power Sales Contract
Offer Acceptance

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WHEREAS, the City Council has reviewed and discussed the Renewal Documents; and

WHEREAS, the City Council desires to accept the Renewal Offer and approve and adopt the Renewal Documents;

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

1. That after due consideration and discussion, the City Council hereby approves and adopts the Renewal Documents and, following the receipt of the Renewal Documents by the City with an Offer Letter executed by IPA;
2. Authorizes and directs the Mayor and City Recorder to execute and deliver the Renewal Documents (other than the Offer Letter which is contemplated to be executed and delivered by IPA) on behalf of the City and to take or cause to be taken such other action as may be necessary in order to make the Renewal Documents effective, as one or more of such may be modified to reflect (i) the outcome of each of the First Round Offer, the Second Round Offer (if necessary) and the Final Offer (if necessary), as such terms are defined in the Renewal Power Sales Contract, (ii) the insertion of dates and the City's address for notice (as reflected on the records of IPA or as otherwise expressly provided to IPA as the City's address for notice together with the delivery of the Renewal Documents), (iii) the modification of exhibits and appendices to complete, update or correct the Renewal Documents, (iv) the updating of appendices and exhibits to reflect elections made under the Renewal Documents in accordance with the terms thereof and (v) other modifications approved by the Mayor, which approval shall be conclusively established and evidenced by the execution by the Mayor of such Renewal Documents as so modified;
3. That the Mayor is hereby authorized and directed (i) to subscribe for a Generation Entitlement Share (as defined in the Renewal Documents) and a Generation Cost Share (as defined in the Renewal Documents) equal to four percent (4%) and (ii) to elect a point of delivery at Mona;

4. That the Mayor may elect to increase the City's Generation Entitlement Share (with a corresponding change to the Generation Cost Share) up to a total Generation Entitlement Share equal to four percent (4%) plus the maximum percentage allowable under the IPA formula for orphan share distribution for any Utah orphan shares, or in the amount as deemed necessary by the Mayor to provide for voting rights of the Utah Purchasers (as defined in the Renewal Documents) on the Renewal Contract Coordinating Committee (as defined in the Renewal Documents) equal to the aggregate voting rights of the Utah Purchasers (as defined in the Power Sales Contracts) on the Coordinating Committee (as defined in the Power Sales Contracts), and to enter into an agreement to provide for such increased election and/or to modify the Renewal Documents accordingly; and
5. That Mayor and the City Recorder are hereby authorized and directed to execute and deliver, or cause to be executed and delivered, on behalf of the City such additional documents, certificates, instruments, notices, opinions and agreements as may be deemed by the Mayor to be necessary or appropriate to the extent consistent with this Resolution.

PASSED AND APPROVED this 29th day of October, 2013.

MURRAY CITY MUNICIPAL COUNCIL

Brent A. Hales, Chair

ATTEST:

Jennifer Kennedy
City Recorder

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR THE SALE OF RENEWAL EXCESS POWER FROM THE INTERMOUNTAIN POWER PROJECT, AND AUTHORIZING THE EXECUTION AND DELIVERANCE THEREOF

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

WHEREAS, Murray City ("City") is a party to a Power Sales Contract (the "Power Sales Contract") with Intermountain Power Agency ("IPA"), pursuant to which the City acquired a portion of the generation capacity and transmission capacity of the Intermountain Power Project (the "Project") through June 15, 2027; and

WHEREAS, City has adopted and approved that certain Renewal Power Sales Contract to be entered into with IPA; and

WHEREAS, City desires to sell all or a portion of generation and transmission entitlements in the Project substantially on the terms and conditions set forth in that certain Agreement for Sale of Renewal Excess Power set forth in the IPA Renewal Contractual Documents, Exhibit "F", a copy of which is on file in the City Council Office, and incorporated herein by this reference (the "Agreement for Sale"); and

WHEREAS, the City Council has reviewed and discussed the Agreement for Sale; and

WHEREAS, the City Council desires to adopt and approve the Agreement for Sale;

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

1. That after due consideration and discussion, the Council hereby approves the Agreement for Sale in substantially the form in found in the IPA Renewal Contractual Documents, Exhibit "F", a copy of which is on file in the City Council Office;

2. The Mayor and the City Recorder are hereby authorized and directed to execute the Agreement for Sale on behalf the City, and to take or cause to be taken such other action as may be necessary in order to make the Agreement for Sale effective, as the Agreement for Sale may be modified to reflect (i) the outcome of each of the First Round Offer, the Second Round Offer (if necessary) and the Final Offer (if necessary), as such terms are defined in the Renewal Power Sales Contract, (ii) the insertion of dates and the City's address for notice (as reflected on the records of IPA or as otherwise expressly provided to IPA as the City's address for notice together with the delivery of the Renewal Power Sales Contract), (iii) the modification of exhibits and appendices to complete, update or correct the Agreement for Sale, (iv) the updating of appendices and exhibits to reflect elections made under the Agreement for Sale in accordance with the terms thereof, and (v) other modifications approved by the Mayor, which approval shall be conclusively established and evidenced by the execution by the Mayor of the Agreement of Sale as so modified; and
3. The Mayor and the City Recorder are hereby authorized and directed to execute and deliver, or cause to be executed and delivered, on behalf of the City such additional documents, certificates, instruments, notices, opinions and agreements as may be deemed by the Mayor to be necessary or appropriate to the extent consistent with this Resolution.

PASSED AND APPROVED this 29th day of October, 2013.

MURRAY CITY MUNICIPAL COUNCIL

Brent 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 AN ORDINANCE DISSOLVING THE MURRAY CITY POWER ADVISORY BOARD.

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 October 29, 2013

Discussion Only

Ordinance (attach copy)

Has the Attorney reviewed the attached copy? Yes

Resolution (attach copy)

Has the Attorney reviewed the attached copy?

Public Hearing (attach copy of legal notice)

Has the Attorney reviewed the attached copy?

Appeal (explain) _____

Other (explain) _____

4. **FUNDING:** (Explain budget impact of proposal, including amount and source of funds.)
This will release financial resources previously used for Power Advisory Board expenses.

5. **RELATED DOCUMENTS:** (Attach and describe all accompanying exhibits, minutes, maps, plats, etc.)
Proposed ordinance to repeal Chapter 2.44 of the Murray City Municipal Code.

6. **REQUESTOR:**

Name: Jared Shaver

Title: City Council Member, District 4

Presenter: Jared Shaver

Title: City Council Member, District 4

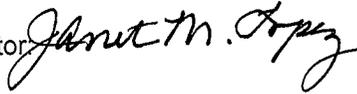
Agency: Murray City Council

Phone: 801-264-2622

Date: October 4, 2013

Time:

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

Department Director: 

Date: 10/8/13

Mayor: _____

Date: _____

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

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

Recommendation: _____

9. **NOTES:**

This is an effort to become more efficient in time management and resources related to providing power services; eliminating unnecessary preparation and expenses associated with the functions of the Power Advisory Board.

ORDINANCE NO.

AN ORDINANCE REPEALING CHAPTER 2.44 OF THE MURRAY CITY MUNICIPAL CODE EFFECTIVELY DISSOLVING THE POWER ADVISORY BOARD

The Murray City Municipal Council determines that a Power Advisory Board (“Board”) is not needed at this time and finds that it is in the best interest of the City to dissolve the Board in order to save administrative time and expense.

WHEREFORE, BE IT ENACTED by the Murray City Municipal Council as follows:

Section 1. Purpose

The purpose of this Ordinance is to repeal Chapter 2.44 of the Murray City Municipal Code effectively dissolving the Power Advisory Board.

Section 2. Repeal Chapter 2.44 of the Murray City Municipal Code.

Chapter 2.44 of the Murray City Municipal Code is hereby repealed in its entirety as follows:

Chapter 2.44 – Power Advisory Board: [Repealed]

Section 3. Effective Date

This ordinance shall take effect upon execution.

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

MURRAY CITY MUNICIPAL COUNCIL

Brett A. Hales, Chair

ATTEST:

Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2013

Daniel C. Snarr, Mayor

ATTEST:

Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

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

Jennifer Kennedy, City Recorder

October 15, 2013

Murray City Council
5025 South State Street, Suite 112
Murray, Utah 84157

Dear Council Members,

Thank you for your service to Murray City. We appreciate and respect your leadership and thank you for the opportunity to serve on the Murray City Power Advisory Board. As a citizen board, we express our commitment to the success of our city. We believe that safe, reliable and cost-effective electricity is central to this success.

In recent days we've been made aware of several concerns of council members regarding the Power Advisory Board. Please accept our apology for any misunderstanding or miscommunication that has occurred. We are writing this letter to apologize for this confusion, clarify how we view our role and convey the benefits to the city of maintaining a power advisory board.

Role of Power Advisory Board

We recognize the Mayor and City Council as the policy-setting bodies for Murray Power. We appreciate the general manager of Murray Power as the supervisor over all functions of the power department. Within this context, our role is completely advisory. The city ordinance speaks clearly in this regard when it says we act in an "advisory capacity" and that "all matters of general policy" shall be decided by the city. Our role is to serve as citizen advisors and champions of public power among Murray residents.

Compensation and Fairness

We view our service as volunteers. None of us lend our service to receive a stipend. We also believe board equity is a worthy goal within the city and would support council decisions to improve fairness among city advisory boards.

Travel

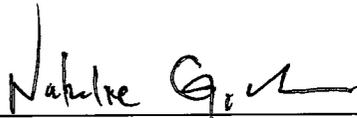
For many years, members of the Power Advisory Board have been beneficiaries of training that occurs at the annual conferences of the American Public Power Association (APPA) and Utah Associated Municipal Power Systems. We believe this training helps us better understand the complexity of the power industry, including energy sources, new technologies, financial trends and other core components. This training has made us better citizen advisors. Indeed, some members of the Power Board have paid their own expenses to attend the annual APPA conference. We have always followed strict protocols regarding meeting attendance and reported back to board members the lessons learned. We believe the city has benefited from this travel. We recognize any travel we do is at the invitation of the general manager and feel absolutely no entitlement to this travel.

Benefits to the City of the Power Advisory Board

The Power Advisory Board ensures ongoing, active involvement between Murray Power and the residents it serves. We advise activities related to operations, capital expenditures, portfolio mix, new technologies, conservation, pricing, contracts and customer relations. We serve as ambassadors within the city for public power. We volunteer our time at conferences and service projects within the city. In short, we have occasionally presented suggestions for making Murray Power an even better power company. We encourage you to recognize these benefits and to support the Power Advisory Board on an ongoing basis.

Thank you again for leading our city. And thank you for the opportunity to serve for the betterment of our community.

Sincerely,



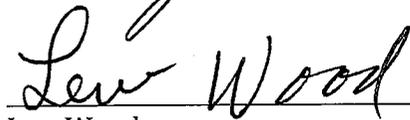
Natalie Gochnour, Chair



Steve Meyer



Dallas DiFrancesco



Lew Wood



Jan Evans

**Mayor's
Report
and Questions**

Adjournment