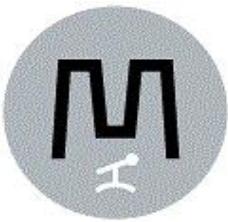


**MURRAY**  
CITY COUNCIL

# Council Meeting June 2, 2020



# Murray City Municipal Council

## Notice of Meeting

Murray City Center  
5025 South State Street, Murray, Utah 84107

### Electronic Meeting Only

June 2, 2020

*The Murray City Council will hold its regular City Council meeting electronically in accordance with Executive Order 2020 5 Suspending the Enforcement of Provisions of Utah Code 52 4 202 and 52 4 207 due to Infectious Disease COVID 19 Novel Coronavirus issued by Governor Herbert on March 18, 2020 and Murray City Council Resolution #R20 13 adopted on March 17, 2020.*

*The public may view the meeting via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/MurrayCityUtah/>. No physical meeting location will be available.*

*\*If you would like to submit comments for the citizen comment time or for one of the public hearings you may do so by sending an email in advance or during the meeting to [city.council@murray.utah.gov](mailto:city.council@murray.utah.gov). Comments are limited to less than 3 minutes, include your name and contact information, and they will be read into the record.*

### 5:30 p.m.      Meeting Agenda

#### Committee of the Whole

Dale Cox conducting.

#### **Minutes**

Special Meeting: April 16, 2020

#### **Discussion Items**

1. Investment Policy Update: Wendell Coombs (15 minutes)
2. Tier 2 Public Safety and Firefighter Retirement Benefits: Robyn Colton (10 minutes)
3. Animal Services Fees: Chief Craig Burnett (10 minutes)
4. Fiscal Year 2019 – 2020 Budget Amendment: Brenda Moore (10 minutes)

#### **Announcements**

#### **Adjournment**

### Short Break

### 6:30 p.m.      Council Meeting

Brett Hales conducting.

#### **Opening Ceremonies**

Call to Order

Pledge of Allegiance

## Approval of Minutes

Council Meeting: May 19, 2020

## Citizen Comments

Email to [city.council@murray.utah.gov](mailto:city.council@murray.utah.gov) . Comments are limited to less than 3 minutes, include your name and contact information, and they will be read into the record. \*

## Consent Agenda

1. Consider confirmation of the Mayor's appointment of **Lily Ellingson** to the Arts Advisory Board to fill a vacated position for the remainder of a term to expire January 1, 2023.
2. Consider confirmation of the Mayor's reappointment of **Vicki Matsumori** to the Library Board for a three-year term to expire June 30, 2023.
3. Consider confirmation of the Mayor's reappointment of **Nicholas Skene** to the Library Board for a three-year term to expire June 30, 2023.

Mayor Camp presenting.

## Public Hearings

Staff and sponsor presentations, and public comment prior to Council action on the following matters. \*

1. Consider an ordinance permanently closing and vacating a portion of 4<sup>th</sup> Avenue between the proposed Hanauer Street alignment and Poplar Street, Murray City, Salt Lake County, State of Utah. Trae Stokes presenting.
2. Consider an ordinance permanently closing and vacating a portion of Poplar Street from 4800 South to 5<sup>th</sup> Avenue, Murray City, Salt Lake County, State of Utah. Trae Stokes presenting.
3. Consider an ordinance adopting the transfer of monies from enterprise funds to other City funds. Brenda Moore presenting.
4. Consider an ordinance adopting the Final 2020 – 2021 Fiscal Year Budgets for Murray City including the Library Fund Budget. Brenda Moore presenting.

## Business Items

1. Consider a resolution approving an Interlocal Cooperation Agreement between Murray City and the Salt Lake County relating to Animal Control services. Chief Craig Burnett presenting.
2. Consider a resolution of the Murray City Municipal Council approving an Interlocal Agreement between Murray City Corporation ("City") and the Redevelopment Agency of Murray City and Murray City Corporation ("RDA") for the conveyance of RDA's portion of the vacated section of Poplar Street to the City. G.L. Critchfield presenting.

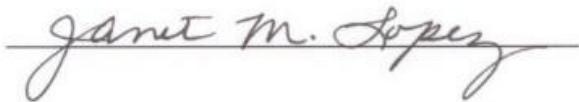
## Mayors Report and Questions

## Adjournment

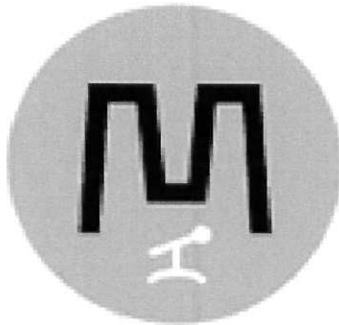
**NOTICE**

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

On Thursday, May 28, 2020, at 12:30 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. A copy of this notice was posted on Murray City's internet website [www.murray.utah.gov](http://www.murray.utah.gov). and the state noticing website at <http://pmn.utah.gov>.

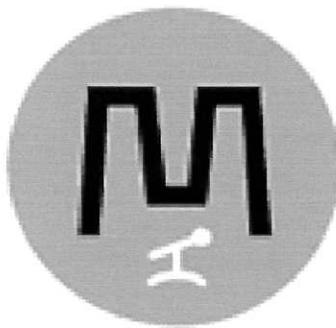


Janet M. Lopez  
Council Executive Director  
Murray City Municipal Council



**MURRAY**  
CITY COUNCIL

# Committee of the Whole



**MURRAY**  
CITY COUNCIL

# Special Meeting Minutes



# MURRAY CITY MUNICIPAL COUNCIL

## SPECIAL MEETING

April 16, 2020

The Murray City Municipal Council met on Tuesday, April 16, 2020 for a Special Meeting held electronically in accordance with Executive Order 2020-5 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 52-4-207, due to Infectious Disease COVID-19 Novel Coronavirus issued by Governor Herbert on March 18, 2020 and Murray City Council Resolution #R20-13 adopted on March 17, 2020.

**Council Members in Attendance:**

Dale Cox - Chair	District #2
Rosalba Dominguez – Vice Chair	District #3
Kat Martinez	District #1
Diane Turner	District #4
Brett Hales	District #5

**Others in Attendance:**

Blair Camp	Mayor	Janet Lopez	City Council Director
Jennifer Heaps	Mayor's CCO	Pattie Johnson	City Council Office Admin.
Doug Hill	Mayor's CAO	Blaine Haacke	Power – General Manager
G.L. Critchfield	City Attorney	Greg Bellon	Power – Assist. General Manager
Jennifer Kennedy	City Recorder	Jackie Coombs	UAMPS
Mason Baker	UAMPS	Mike Squires	UAMPS
Danny Astill	Public Works Director	Danny Hansen	IT

**Call to Order** – Council Chair Cox called the meeting to order at 2:00 p.m. and welcomed all with the following statement:

Welcome to the Murray City Council Special Meeting. We are glad you are viewing our discussion.

Because of the current health pandemic, and in order to comply with the Governor's Directive to "Stay Safe, Stay Home," and the Public Health Order issued by the County Health Department and County Mayor, we have determined that an in person meeting, including attendance by the public and the Council is not practical or prudent. Therefore, this meeting will be held remotely through electronic means.

Each person is participating from a separate location. We are totally dependent upon the internet and technology to broadcast this meeting and to ensure that the public has an opportunity to view the proceedings, however, there could be a malfunction that is totally out of our control. We don't expect any issues but want you to be aware of that possibility.

**Overview** - Blaine Haacke, General Manager, Murray City Power.

Mr. Haacke encouraged Council Members to learn more about small nuclear energy, in hopes of them deciding that the new resource fits in Murray. He noted the City's mix of power options that included; two hydro resources, three gas turbines, access to three coal plants, landfill/methane, market purchases; and most recently, large scale solar. He said Murray Power is always looking for new options, so suggestions made by UAMPS (Utah Associated Municipal Power Systems) are examined annually, as to whether new resources should be pursued.

Years ago, UAMPS looked at SMR (small modular reactors) that morphed into a nuclear plant the world is watching in Idaho. Mr. Haacke said addressing concerns and questions at this time was important, because the City must decide if nuclear should be necessary to meet Murray's needs in the future. He urged Council Members to fully understand, weigh all factors, and consider the advantages of the new resource for themselves. He said there is an abundance of power in uranium at the SMR plant, and stressed the following to make valid comparisons:

- Magnitude: As a visual example, Mr. Haacke used one NIB, (a small piece of candy) to convey nuclear energy; one NIB equals one pellet of uranium; and one pellet of uranium relates to 150 gallons of oil, one ton of coal, or 17,000 cubic feet of gas; and five pellets would meet energy needs for one household for one year.
- Carbon footprint: Windfarms require 175 square miles of generators to emit the same amount of electricity, as the proposed SMR plant. Mr. Haacke hoped when efficiency, reliability, cost, cleanliness, safety, and redundancy are weighed comparatively; the Council would conclude that SMR be included in the City's portfolio.
- Cleanliness: To produce electricity for citizens, Amsterdam, Holland uses SMR. In comparison, they produce 30 tons of nuclear waste per year; whereas, one coal plant produces 300,000 tons of ash the same year.
- Capacity: Mr. Haacke said Murray residents should be able to turn a switch at any hour of the day and get power. Capacity is the percentage that a plant, or load is available for use. Because electricity cannot be stored, and current renewable energy sources do not have good capacity, the City needs a new resource to generate power 24 hours a day, seven days a week to meet load requirements. For example, wind capacity is on 25% of the time, and off 75% of the time; large solar, or roof top solar is only on 30% of the time; capacity of hydro energy is 40%; coal plants 80%, and gas turbines are flexible from 40% to 80%. Nuclear capacity is significant at 90% on and is most available as a backup resource. He told the Council to not let pricing of the SMR project be the sole determining factor, because capacity factors are more important and the City must ensure efficient power, not only to homes, schools and retail, but hospitals, and grocery stores at all hours.

Mr. Haacke discussed many times that Murray needs a long-term resource because contracts with coal plants would expire. He said Murray would not run out of power over the next couple of years, and although it is not an urgent need right now, every month they fall short the deficit must be met; a 50MW (megawatt) shortage is experienced mostly during summer months. He explained when possible, loads are covered by the City's base loads due to cost; they are: CRSP (the Colorado River Storage Project), coal plants, and the landfill, and because these resources are all reliable 24-seven. He noted in review; the San Juan coal plant closes in 2022, where 1.6MW of Murray's entitlement will be lost forever; and the Hunter

coal plant will close in 2040. However, he is hopeful legislation and politics will remain as is, so energy can be utilized until coal is completely phased out. The Hunter, San Juan, and IPP coal plants are currently considered the City's workhorses, which must all be replaced by something else. He expressed responsibility in his job to ensure the City has reliable capacity and capability, so the SMR must be heavily considered.

**CFPP (Carbon Free Power Project) Discussion** - Mike Squires, Mason Baker – UAMPS.  
(See Attachment #1)

Mr. Squires shared a power point to discuss CFPP details consisting of three elements: renewable energy, energy efficiency, and the SMR (small modular reactors). He confirmed capacity factors, and that as part of the process, UAMPS thoroughly evaluated the value of the SMR. Benefits of nuclear energy were noted, such as, cost competitiveness, zero carbon emission, safety, environmental impact and reliability. He said the ability to ramp-up energy quickly, is what allows integration of more renewables, as will be necessary in the future.

By partnering with other interested utility companies in a joint operation, better management at the command center, and multiple deployments of SMR technology would occur. Mr. Squires reported growing challenges related to renewable energy, with regard to tracking and studying legislation, and adhering to regulations. An increased number of states are pursuing 100% "renewable only" and aggressive clean energy bills; standards include carbon free energy goals, and nuclear energy. Half of the states that took action are located in the west, which is why UAMPS experienced a good market response due to expected future federal regulation, as all utility companies need to be prepared. Last year nuclear plants across the country experienced on average, a 93.4% capacity factor. This confirms great capacity, and the ability of nuclear energy for attaining clean carbon free power, 24-seven.

To convey the new approach to construction and operation of nuclear power, conceptual drawings of the SMR, and the plant site were reviewed; differences were noted between SMR, and large traditional nuclear plants. Mr. Squires explained factory fabrication, where modules would be constructed in a factory on site, parallel to the construction of the reactor building. Modules and reactor vessels are housed in a 12-module reactor building, containing six modules on each side; the outside looks similar to a big box store. In contrast, carbon footprints were compared; windfarms require 17,000 acres of land to produce 57MW of energy; and the SMR would be constructed on 34 acres to produce 720MW of low carbon, secure electricity/energy. A review of the following occurred:

**Safety.** The SMR design stands out with a passive feature for cooling nuclear waste with no pumps, no external power, and no external water. A timeline was reviewed to reflect that process, confirming enhanced safety designed for one modular unit to provide maximum safety. Mr. Squires stated this process provided the NRC with confidence, as the DC (design certification) process moved forward to limit the emergency planning zone and reassure UAMPS, and UAMPS members that extreme safety measures were taken according to the NRC.

**Process for NRC Licensing.** Noted as the biggest concern, Mr. Squires confirmed the DC approval process is currently on schedule, and underway, by the NRC, which means a very rigorous, and highly monitored and evaluated procedure would be completed by the end of 2020. DC approval signifies that the design is certified for production, and the following steps occur:

- NuScale to submit an SDA (Standard Design Approval) application by Q4 of 2021, which will permit capacity to be enhanced from 50MW to 60MW, also requiring NRC approval.
- NuScale to pursue options for additional potential deployment that includes other power companies to help mitigate risk with cost.
- After DC and SDA approval by the NRC, UAMPS will submit a COLA (Combined Operating License Application) in mid-2023.

Cost Competitiveness/Funding. The SMR project receives valued support from the DOE (Department of Energy); and if not for that support, UAMPS would not be at the \$55 MWh (per megawatt hour) cost point. As the plant came into being, and moved forward, UAMPS attained a 5-year cost sharing arrangement with the DOE, through 2024. To find additional support the element JUMP (Joint Use Modular Plant) was formed, which is a program popular with members of congress who continue to appropriate project funding. Financial backing involves a PPA (Power Purchase Agreement) with the INL (Idaho National Laboratory) (plant location) that authorizes one modular be leased back to INL for further and continued study; a second modular leased back to the DOE to provide the INL with its own power source. The DOE is working with UAMPS on site support, and to provide additional site care work at INL. NuScale was also the recipient of a cost share award that benefits UAMPS, overall, but the project that requires federally appropriated funds, also needs continued financial support.

Phase Development. Mr. Squires discussed this approach to illustrate great measures taken by UAMPS to mitigate risk, and balance cost for members and for residents. He explained this was achieved by actively looking at other nuclear facilities built throughout the Country's history. He confirmed off-ramp opportunities at the end of each phase provides cities the opportunity to approve budgets before moving to construction. Off-ramps also provide checks and balances in a governmental sense, to help oversee that the project moves forward successfully, and that the ECT (Economic Competitive Test) is met and completed; the test keeps the cost at \$55MWh. He reported UAMPS staff is constantly reviewing all related matters and they feel the phase development approach protects the financial interests of all members and those of UAMPS.

Current Status of Phased Development Approach. The last off-ramp was in 2019. Mr. Squires reported all participants elected to stay in the project to keep their allocations. The prioritization of securing DOE support of the CFPP is a large component to the success of the project.

He explained UAMPS thoroughly evaluated and explored the cooling decision, which is how modular units would be disposed of. The cooling method requires water, but the question was how much water would be necessary. After detailed studies about whether to utilize wet cooling, or dry cooling methods- the dry cooling method was chosen, which was found to be most positive and results in a less water intense usage overall. The decision was an interesting milestone, related to environmental impact, and they will do their best to ensure the method would be sustainable, and not affect the overall functioning of the plant.

Mr. Squires noted other "near-term" work, such as, finalizing contract and furthering shared services models for operations. As nationwide interest grows, UAMPS is discovering how to optimize the shared services model, by relying on the expertise of other utilities and those who have gone through the licensing process before. This would provide added value to the project overall, making it more efficient and more cost effective; he anticipates shared services could result in a \$5 MWh savings.

Legislative Support. A table reflecting the overall support of congress was reviewed. Mr. Squires noted appropriations since FY 2017 and pointed out significant growth of support across the board, where both the House and the Senate want to contribute in a bipartisan manner; for example, appropriations of \$100 million came most recently from both chambers. Also noted was the Nuclear Energy Leadership Act, which was endorsed by both parties, and legislators in both Utah and Idaho were noted as having great support.

### **Questions**

Ms. Turner said her biggest concern was the financial impact to Murray. She requested clarification about each stage of the project, regarding refunds of the City's future finance commitment at each phase; in addition to a timetable, and conditions for all future off-ramps and a plan to keep all that information updated for Council Members and constituents.

Mr. Baker explained the current budget they are operating under was approved late last year. The next off-ramp is scheduled for mid-to-late summer of 2020 to approve a subsequent budget. He confirmed part of that process is to provide a detailed packet explaining the budget through to commercial operation, including the construction phase. Upcoming revised information would address her concerns, and provide more detailed information, like summaries of contracts between UAMPS, NuScale and Fluor; and DOE support.

Mr. Turner reminded the group it was after the 2019 November off-ramp opportunity, when Mr. Haacke asked for an additional \$40,000; prior to that the Council was not aware of the additional cost. She said there was no public hearing, which concerned her, and they were only told about it during a council meeting. She stressed the importance of that not happening again and requested something be put in place to better advise the Council, and to be more forthcoming in terms of costs and off-ramps. She asked at this point, what the cost would be to take the next off-ramp opportunity.

Mr. Baker assured there would be more opportunity for briefing prior to the next off-ramp. He said those discussions occurred with all participants who agree enough time should be built into the schedule to provide governing bodies time to vet. The hope is to provide information 60 days in advance. He explained if Murray were to take an off-ramp at the end of this budgetary period, it would be specific to the entitlement share, assuming the rest of the project moved forward. He said there would be a cost responsibility to Murray, which was provided in past documentation, but currently he did not have that exact total.

Mr. Haacke said money for the exploration of licensing, was not expended yet. If Murray proceeds to the Construction Phase of the project, the cost to that point would be built into the bond. He said no money was expended by Murray—in theory; the cost of the project is not affecting the budget; and if involvement continues through to completion, all costs are part of the megawatt price.

Mr. Cox affirmed the Council voted to stay in the project and rejected the off-ramp opportunity during a public council meeting in November of 2019. He confirmed the added request for money came later.

Ms. Turner said the Council was not notified in a timely manner, when Mr. Haacke had only 10 days to inform the Council; she said there was not a public process, which was concerning to her. Mr. Cox reiterated Council Members voted against the off-ramp, overall.

Mr. Hales asked if it was UAMPS that delayed the request for \$40,000 or was it an oversight of the City. Mr. Hill said the request was placed on the council meeting agenda, as soon as Mr. Haacke became aware of it. Mr. Haacke confirmed there was a slight financial weakness in the original signed contract; so, another budget amendment was needed and he received that notification in mid-October. This gave him very little time to react; so, he presented the request in early November. He did not blame UAMPS for the timing and confirmed contract notices would be watched more carefully; he and UAMPS are committed to giving the Council ample time in the future.

Ms. Dominguez asked how the City's relationship by contract with UAMPS affected the City's budget next year. She asked if the City would be obligated to put x amount dollars down to make up for budget cuts in other areas, and if so, how did this affect other cities, and Murray moving forward.

Mr. Baker understood those budget concerns and explained the UAMPS approach in moving through development and construction phases, was not to bill participants for costs incurred. Murray would be billed when the plant was in full operation- by way of the megawatt cost for energy. He explained the \$55 MWh accounts for UAMPS conducting the financing for development and construction costs; he said billing for those costs would begin once the project becomes operational, and the project would not have a current budgetary impact on Murray.

Mr. Cox affirmed the project would never have impact on Murray's budget; it would have impact on Murray rate payers, as Murray Power Department customers. Mr. Hill agreed the Murray Power Department is an enterprise fund, so any costs associated with the power department are offset by revenue from rates; and rate payers of Murray power would bear the cost of the expense. He clarified for Ms. Dominguez; there is no budgetary impact to Murray Power Department's budget, unless the City were to back out or stop moving forward with the project. He said there is no cost to the City, unless the Council votes not to go forward at the next off-ramp. The Murray would be obligated to pay the costs to date.

Ms. Dominguez inquired about other cities taking off-ramps; and asked if Murray would be obligated to pay more in the end or would the MW rate increase. Mr. Baker explained if other cities decide to take an off-ramp, all remaining participants would assess at that time, to determine what the impact would be moving forward. However, it is dependent on the circumstances. He thought the effect could be minimal, but if significant- remaining member cities would reevaluate moving forward. He said there is great flexibility built into contracts, so if cities decide to drop out, or reduce entitlements, other participants are notified to ensure accountability; the budget is balanced with the number of participants at the end of each budgetary phase. He said the Project Management Committee has authority to assess any event that comes up, whether it is a withdrawal of a participant, or new information that impacts the project itself; monthly meetings provide accountability to ensure things are being assessed dynamically.

Ms. Martinez asked when Logan City changed their agreement did that shift affect Murray's initial buy in cost. Mr. Baker explained it was a reduction of Logan's entitlement that occurred at the end of the last budgetary phase, which meant they would stay in the project, but utilize less energy. He noted this as an example of flexibility within contracts for participants, the ability to increase or decrease entitlement

shares at the end of a budgetary phase. Ms. Martinez asked if Logan's decision affected Murray's budgeted assessments and financial responsibilities for the project. Mr. Baker confirmed all participants are responsible only for their own entitlement shares throughout the end of a budgetary phase, so cost responsibility is not reallocated during a phase. Adjusted entitlement shares are accounted for again in the next subsequent budget.

Ms. Martinez led a discussion about concerned residents who asked how CFPP is different from UTOPIA, as a huge project undertaken by the City, with a huge financial obligation, and a looming eventual bond to be paid. She knew CFPP would be paid for differently but wanted to ensure citizens the financial situation was not the same. Mr. Baker explained CFPP was structured initially with cost in mind, so good checks and balances were put into place long before proceeding with decisions that incur more costs, by approving subsequent budgets at each phase. He said UTOPIA did not take this approach, nor did they spend five years refining project cost estimates before proceeding to construction. He noted there are still several opportunities with CFPP between now and construction, to reassess the project with the support of owners, and engineers. He said UAMPS staff believes it is critical to have independent assistance along the way with a very measured process; so unlike CFPP he thought UTOPIA did not seek external help.

Mr. Hill agreed UTOPIA did not take this approach and shared his opinion that when UTOPIA first got started, 1) They did not systematically phase-in the project after bonding for \$185 million. Instead, UTOPIA quickly spent the \$185 million, without first having a good customer base. He thought even UTOPIA would agree that a phase-in plan to get the subscription basis before building infrastructure would have been better, and 2) He said UTOPIA overestimated the percentage of people who would subscribe. The take rate was only 15-20%, instead of their anticipated 30%; therefore, they did not have incoming revenue to cover ongoing costs. He said the difference is that CFPP is not attaining upfront long-term commitments, obligations come in phases; they are not spending funding all at once, and they are offering on and off-ramps, unlike UTOPIA.

Mr. Cox noted the customer base, and infrastructure was already here for CFPP, as well as, an off-ramp opportunity, should the cost reach a certain level; he noted this as a guaranteed power cost.

Mr. Baker confirmed the ECT is part of the process arranged with NuScale; so, if the target price ever exceeds \$55 MWh, an opportunity is provided to terminate the project, and a percentage of development costs are reimbursed from NuScale. However, that percentage declines the longer the project proceeds toward construction.

Ms. Turner requested information previously given. Mr. Baker confirmed the *Budget and Plan of Finance* document was provided at the initial presentation and conveyed cost estimates for each phase of the project. He explained the past information was specific only to that current budgetary period, and all data was revised in November. The intent of the next budget would incorporate a full adjustment for all subsequent phases of the project moving forward. This would include Murray's exposure. An updated informational packet would be sent to the Council next month.

Mr. Hill recalled the first UAMPS presentation when a spreadsheet was provided showing estimated costs related to every off-ramp opportunity; he thought a small cost of \$10,000 was required at the very beginning with the original agreement; Murray did not actually pay this, but funds were allocated. This was followed by a first off-ramp opportunity in December of 2019, which was not taken, but later required

an additional \$40,000. He thought the next off-ramp would be this summer, which involved a greater cost of \$800,000 –but only if the City backed out and took the off-ramp. He agreed the spreadsheet was worth remembering and confirmed this was the information Ms. Turner was looking for.

Ms. Turner agreed the initial spreadsheet was helpful in detailing all specifics; she understood everything had now changed, and requested it be updated to provide a better sense of future commitments, off-ramps schedules, and current associated costs for taking off-ramps. Mr. Baker said UAMPS would provide the same information with the latest refinements.

Mr. Haacke clarified Murray Power originally invested in just 1MW of the project, at a cost of \$15,000, which was later increased to 10MW. The first financial commitment was \$240,000 last fall, to get to the first off-ramp; but the off-ramp was not taken, and that was followed by the additional request of \$40,000 for the study phase. He said the total commitment currently, is approximately \$280,000 so far – but only if the City walks away from the project. He confirmed the next off-ramp is this summer, with an \$800,000 commitment – but only if the City walks away. The next off-ramp would come two years later, with a greater commitment of seven to eight million dollars.

Ms. Turner appreciated clarification and expressed concern about a brand-new technology. She said the SMR was a new application of an old technology, so there was no way of knowing what could happen. By not using external water, she said safety issues were speculation, which was more concerning because that is a new method; and therefore, she is uncertain about having the City involved in the project overall, which she expressed many times in the past.

Mr. Haacke thought her concerns were valid and said UAMPS and others involved shared those concerns too; everyone is asking the same questions related to water usage, and safety. He said Ms. Turner was correct – CFP is the virgin plant, however, a very slow, methodical approach was taken at all turns. He said CFP would benefit the City by providing a \$55 MW resource- as a first partner, because partnering later would result in a \$100 MW price range. Therefore, it was important to weigh all options of either joining now, or later as UAMPS provided the option to be one of the first cities involved.

Ms. Martinez noted a power shortage in the future, once coal plants are shut down; and states like California moving to a cleaner approach to energy. She asked if power sold to California, could instead be called-back to meet the City's shortages during summer peaks. Mr. Haacke explained whether Murray has surplus or deficits, it is the UAMPS pool of 40 cities that utilizes excess energy. For example, if Murray Power ordered too much energy, the unused power goes into a pool, where another UAMPS member city like Logan could purchase it for their own use.

He confirmed energy is sold to California, due to California State regulations; California cannot buy just any form of kilowatt hour; renewable energy, must be tagged as "green" to attain the REC (renewable energy credits) they must have. As a result, approximately 3MW is sold to California by UAMPS, from the Trans Jordan landfill, which is methane gas and meets that criteria. He said 3MW would not be enough to cover the 10MW shortage Murray experiences. In addition, even though call-back power from the landfill could be used, it is 15% more expensive than SMR. He agreed call-back power could be used for shortages during other months that often reach up to 50MW, but those loads are currently met with other resources. During April and May, shortages range from 7MW to 8MW, and he prefers to purchase energy

from the market because purchasing is less expensive than call-back energy. Ms. Martinez stated she was not against selling energy to California but was glad to have answers needed for those who ask.

Ms. Dominguez noted the overall concern from her constituents about safety; she shared their concerns after learning about injuries and deaths occurring at other nuclear facilities and asked how the SMR plant would be different from existing nuclear plants in the country.

Mr. Squires said by virtue of design the technology developed by NuScale is much different and incorporates many safety features. Unlike Fukushima, the SMR would not lose cooling power capabilities- this is what happened when Fukushima lost power to reactors, meaning they were unable to run cooling pumps. Therefore, having access to additional power has always been an issue at other plants. By alleviating that need, the SMR design is different, because it does not require additional AC/DC power, or water, or human input for the cool down process. The 'Walk Away Safe' method means operators do not ensure the cool down – it is time only that cools waste. Other distinctive differences were noted, such as, a smaller emergency planning zone, and evacuation area- because a large radius of 200 miles common to most nuclear plants is not required; but overall, manufacturing at the plant, is a significant offset to the overall cost.

Mr. Hill thought citizens' collected concerns from organizations like HEAL Utah, related to the disposal of radioactive waste, and from fears and notions portrayed in movies like *Three Mile Island*, and *Chernobyl* with visions of radioactive rods being transported across America's highways to be disposed of. He said the CFPP handles waste completely different.

Mr. Squires confirmed the CFPP would use normal enriched uranium, unlike more advanced nuclear plants that require a higher grade of uranium. CRPP waste is not reprocessed, or recycled; therefore, waste would be stored onsite inside a facility for an indefinite amount of time, as per NRC policy. He agreed this raises long-term questions, and congress is also feeling pressure from constituents, and the nuclear industry, to find some other solution other than onsite storage. Currently, two legislative bills are underway that would allow for interim sites to be located throughout the country for storing the nuclear waste, which UAMPS highly supports. Mr. Squires said waste generated by the CFPP is intended to fit within the overall design of the plant, using dry cast storage at the plant. Mr. Baker confirmed waste would be stored within the fence line of the property with capabilities for storage up to 60 years.

Ms. Turner noted the CFPP plant would consist of 12 independent SMRs in a shared pool – and reactors were described as small; she asked the dimensions of one modular. Mr. Haacke said one modular is 65 feet tall contained in a 20-foot round cast, producing 60MW each. Ms. Turner reiterated the technology had never been done before. Mr. Baker agreed the CFPP was the first of its kind to be deployed.

Mr. Cox stated the City needs some form of generated power to aide renewable energy, because wind and solar require other means of energy to push it to electrical lines. Mr. Baker agreed UAMPS hopes to utilize the CFPP, as part of a larger de-carbonization effort for that very reason and is the most cost-effective possibility for members utilizing renewable energy resources. He noted the Red Mesa Tapaha Solar Resource, a 66MW solar facility, is easier to forecast than wind, which tends to be more variable, however, all renewable energy is very intermittent. The SMR would allow access to flexible generation as power, when renewables don't function. Currently, the best way of dealing with intermittency is through natural gas; but natural gas is associated with carbon emissions. Therefore, the SMR fits well with the

future to decarbonize city portfolios, and can act as either a base load, or a resource to ramp up renewables very quickly when necessary.

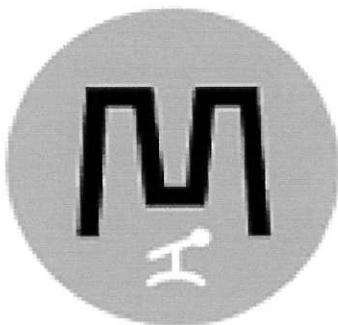
Mr. Haacke noted Murray as small-scale city compared to the UAMPS group overall, so power is purchased for summer loads. However, with the high use of air conditioners during summer months, additional generation is controlled by using the City's natural gas turbines. The SMR would be utilized in that similar fashion when there is a lack of sun and wind. He said coal fired plants, and other resources do not operate as fast as the SMR, which would meet those needs, and provide a large financial savings.

Mr. Cox called for on-line public questions and comments posted on Facebook. Ms. Heaps monitored the activity and reported several comments and concerns related to: proper disposal of nuclear waste; other power options like geothermal energy; the overall cost of the CFPP to the City; precautions taken related to earthquakes near the plant site, the coronavirus situation, and toxicity levels and radiation dangers. Responses were documented.

Mr. Cox thanked all participants for the informative discussion, called the meeting to a close; and noted the council would stay well informed, as the project moves forward.

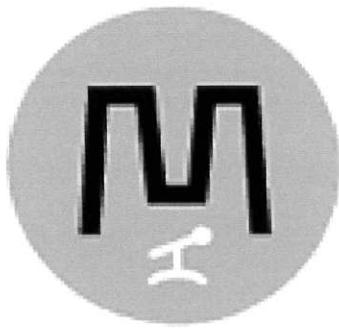
**Adjournment:** 3:41 p.m.

**Pattie Johnson**  
**Council Office Administrator II**



**MURRAY**  
CITY COUNCIL

# Discussion Items



**MURRAY**  
CITY COUNCIL

# **Discussion Item #1**



**MURRAY**

**Council Action Request**

# Finance & Administration

## Investment Policy Update

Committee of the Whole

Meeting Date: June 2, 2020

<b>Department</b> Director Brenda Moore	<b>Purpose of Proposal</b> Update the Murray City investment policy to match state statute
<b>Phone #</b> 801-264-2513	<b>Action Requested</b> Discussion
<b>Presenters</b> Wendell Coombs, City Treasurer	<b>Attachments</b> Resolution and draft of the policy is attached.
<b>Budget Impact</b> None	
<b>Description of this Item</b>  <b>Required Time for Presentation</b> 15 Minutes	The Utah State Legislature updated the Utah Money Management act. This resolution updates Murray's investment policy to match what the state allows.
<b>Is This Time Sensitive</b> No	
<b>Mayor's Approval</b> 	
<b>Date</b> May 19, 2020	

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

A RESOLUTION APPROVING THE MURRAY CITY INVESTMENT POLICY

WHEREAS, for purposes of good fiscal management and control, the City Treasurer and Director of Finance and Administration have prepared a "Murray City Investment Policy," a copy of which is attached (hereinafter referred to as the "Investment Policy"); and

WHEREAS, implementation of the Investment Policy is an executive function, however, the Investment Policy has general implications to the City's Budget which is a legislative responsibility; and

WHEREAS, the Council, upon its review of the Investment Policy, wants to approve it.

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

1. It hereby approves the Investment Policy, attached hereto; and
2. Mayor D. Blair Camp is authorized to manage cash investment practices in accordance with its terms.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council of Murray City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MURRAY CITY MUNICIPAL COUNCIL

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Dale M. Cox, Chair

ATTEST:

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Jennifer Kennedy, City Recorder

## **MURRAY CITY INVESTMENT POLICY**

### **I. POLICY**

It shall be the policy of Murray City Corporation to invest in public funds in a manner which will provide for **Safety of Principal/Capital, Liquidity, and Rate of Return**, respectively. It shall also be the policy of the City that all invested funds shall be made in accordance with applicable State and local statutes, specifically the Money Management Act (referred to hereafter as “The Act”) which provisions are hereby incorporated as part of this policy. Effective cash flow management and resulting cash investment practices are recognized as essential to good fiscal management and control.

### **II. SCOPE**

This investment policy shall apply to all financial assets of the City including all component units. These funds and component units are accounted for in the Murray City Comprehensive Annual Financial Report and currently includes:

General Fund	Murray Parkway Fund
Power Fund	Cemetery Perpetual Care
Water Fund	Senior 503 (c) Fund
Waste Water Fund	Storm Water Fund
Capital Improvement Fund	Central Garage Fund
Risk Fund	Redevelopment Agency Fund
Library Fund	Municipal Building Authority Fund
Solid Waste Fund	Telecommunications Fund

Any new funds created will also be subject to this investment policy, to State statute, and rulings of the State Money Management Council.

### **III. PRUDENCE**

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the “**prudent person**” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

#### **IV. OBJECTIVE**

The primary objectives, in priority order of Murray City Corporation’s investment activities shall be:

##### **1. Safety of Principal.**

Safety of principal/capital is the foremost objective of the investment program. Investments of Murray City Corporation shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio. To attain this objective, **diversification** is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

##### **2. Liquidity.**

Murray City’s investment portfolio will remain sufficiently liquid to enable the City to meet all operation requirements which might be reasonably anticipated. This policy will include a portion of the portfolio to be placed in money market mutual funds or the Utah State Treasurer’s Pool which offer same-day liquidity for short term funds.

##### **3. Yield (Return on Investment)**

Murray City’s investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and the cash flow characteristics of the portfolio.

#### **V. DELEGATION OF AUTHORITY**

Authority to manage the City’s investment program is derived from Utah Annotated, 10-6-141 1953, as amended. The City Council and Mayor have assigned the responsibility for conducting investment transactions to the City Treasurer and/or the City Finance and Administration Director, who shall oversee management and establish procedures for the operation of the investment program. In the event of an emergency and the unavailability of the City Treasurer,

the Finance and Administration Director is authorized to conduct the City's investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the general policies and procedures as adopted by the City.

## **VI. ETHICS AND CONFLICTS OF INTEREST.**

Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism worthy of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper executions of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall avoid any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further avoid any large personal financial/investment positions that could be related to the performance of Murray City's portfolio. It shall be the responsibility of employees and investment officials to report to the City Finance and Administration Director any conflicts of interest as stated in this section of the investment policy.

## **VII. AUTHORIZED INVESTMENTS**

Investments shall be limited to those listed in exhibit A in accordance with those authorized by 51-7-11 of the Act. The Treasurer shall ensure that all purchases and sales of securities are settled within 15 days of the trade date. In addition, investments are further subject to the following parameters:

1. Certificates of Deposits: Certificates of Deposits (CD) investment shall be made with institutions having offices within the State of Utah and will be made based on the highest interest rate available at the time the investment is made. Interest on Certificates of Deposit greater than \$250,000 is required to be computed over a 360-day/year basis. Since time deposits are not liquid, no more than \$25% of the investment portfolio may be in this investment type.
2. Diversification by Issuer: The City will diversify its investments by institution (issuer). Diversification of investments with a single institution must comply with applicable rules of the Act, specifically:
  - I. No more than 20% of funds may be invested in any one permitted qualified out-of-state issuer of certificates of deposit institution (Rule 10, 5)
  - II. No more than 10% of the total portfolio with a single Commercial Paper or corporate Notes issuer if the portfolio is \$10,000,000 or less (Rule 17, 5)

- III. No more than \$1,000,000 in a single Commercial Paper or Corporates Notes issuer if the portfolio is greater than \$10,000,000 but less than \$20,000,000 (Rule 17, 5)
- IV. No more than 5% of the total portfolio with a single Commercial Paper or Corporate Notes issuer if the portfolio is \$20,000,000 or more (Rule 17, 5)
- V. May not exceed the maximum amount of funds allowed to be held by any qualified depository as reported quarterly by the State Council (Rule 11)

Further, for issuers which are not covered by rules or statute, the City will restrict its investments to no more than 20% with a single issuer with the exception of funds invested with the Utah State Treasurer's Pool (referred to hereafter as "The State Pool"), U.S. Treasury securities, or funds held in trust (i.e. construction, sinking, or reserve bond funds, etc.).

- 3. Diversification by Investment Type: The City will diversify its investments by investment type. It will be the policy to restrict investments to a maximum of 25% of the portfolio within a single investment type; i.e. no more than 25% in commercial paper, repos, etc. This restriction does not apply to the State Pool; U.S. Treasury Bonds, Notes and Bills; and U.S. Government Agency Obligations. All percentages are calculated as of the date of purchase.
- 4. Maximum Maturities: To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than three years from the date of purchase or in accordance with state and local statutes. U.S. Treasury Bonds, Notes and Bills; and U.S. Government Agency Obligations shall have a maximum maturity of five years.

Reserve funds and other funds with longer term investment horizons may be invested in securities exceeding two years if maturities of such investments are made to coincide as nearly as practicable with the funds expected use.

## **VIII. SAFEKEEPING AND CUSTODY**

### **1. Authorized Dealers and Institutions.**

#### **CERTIFIED DEALERS**

Murray City will make investments only with dealers and institutions which are certified each quarter by the State Money Management Council and any other applicable sections or rules as

may be found in the Act. Dealer Certification includes and is not limited to the following criteria as specified by Rule 16 of the Act:

- A. Proof of status as a primary reporting dealer including recognition by the Federal Reserve Bank.
- B. Maintain an office and resident principal in Utah if applicant is not a primary reporting dealer.
- C. Proof of registration with the Utah Securities Division.
- D. Certificate of Good Standing issued by the Utah Corporation Division of the Department of Commerce.
- E. Financial statements prepared by a Certified Public Accountant.
- F. Net Capital of at least five percent (5%) of aggregate debt balances
- G. Total Capital of (i) at least \$10 million or (i) at least \$25 million if applicant is a wholly owned subsidiary.
- H. Proof of registration under the Government Securities Act of 1986.
- I. Copies of all agreement's applicant requires to be signed by public treasurers.
- J. A notarized statement that the agent is familiar with the Money Management Act.

For certified investment advisors under the Utah Money Management Act, the following criteria will be used:

Certified Investment Advisors are firms that act as an agent and invest funds on behalf of the City in an advisory capacity. The City Treasurer may retain the services of outside managers to invest funds for the City. Qualified outside advisors must meet the following minimum criteria:

- A. Be either a SEC Registered Investment Advisor under the Investment Advisors Act of 1940 or a Certified Bank Money Manager.
- B. Maintain an office and resident principal in Utah.
- C. A notarized statement that the advisor is familiar with the Money Management Act.

All investment managers must direct all investment transactions through dealers certified by the State Money Management Council and selected by the City through the process outlined above. The performance and service levels of money managers shall be reviewed at least annually.

A current copy, reviewed at least annually, of the State Money Management Act and Rules of the State Money Management Council.

Review quarterly, a copy of the approved list of depository institutions that have been Qualified as depositories to receive public funds. Also included will be a listing of allowable Maximum Amount of Public Funds allowed per institution.

Review quarterly, a copy of the listing of Certified Dealers and their Agents who are certified to receive Public Funds.

The City will require competitive bidding for long-term investment management of advisory services. Competitive bidding for such services may be conducted every 10 years or sooner if the agreed upon services are not being fulfilled.

## **2. INTERNAL CONTROLS**

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the funds of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the City Treasurer shall establish a process for independent review by such means as established by the general financial policies and procedures of the City and the Finance Director. This review shall address the following points:

- A. Control of collusion.
- B. Separation of transaction authority from accounting and record keeping
- C. Custodial safekeeping.
- D. Avoidance of physical delivery of securities.
- E. Written confirmation of transactions for investment and wire transfers.
- F. Development of a wire transfer agreement with the lead bank and third-party custodian.

### **3. DELIVERY vs. PAYMENT**

All security transactions will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian in a separate account in the name of the City and evidenced by safekeeping receipts issued to the City Treasurer. The third-party custodian must not be required to be pledged by the third-party custodian.

## **IX. PERFORMANCE STANDARDS**

The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, considering the City's investment risk constraints and cash flow needs. In keeping with the State of Utah statutes and the City's investment strategy, funds will be placed for investment and not speculation, (i.e. technically referred to as a passive investment strategy). Given this strategy, the basis used by the City Treasurer to determine whether market yields are being achieved shall be the six-month U.S. Treasury Bill and for sweep accounts (overnight repo account) the average Fed Funds rate.

## **X. MAXIMUM MATURITIES**

To the extent possible, Murray City will attempt to match investments with anticipated cash requirements. Unless matched to a specific cash flow, Murray City will not directly invest in securities maturing more than 15 months for fixed rate corporate bonds, three (3) years for variable rate corporate bonds, and 5 years for government agency and treasury bonds from the date of purchase. However, the maximum maturity restrictions shall not apply to collateral used for qualified repurchase agreements in which the City may participate.

## **XI. MASTER REPURCHASE AGREEMENT**

After issuing an RFP to all qualified institutions for all banking services and awarding the selection of the institution receiving said bid, a **MASTER REPURCHASE AGREEMENT** will be signed by the City and said institution. The Treasurer shall have on file a copy of this agreement prior to entering into any repurchase agreements with said firm. Any variances to this document shall be signed by all parties to the agreement. The Public Securities Association Master Repurchase Agreement shall govern all repurchase agreements entered by the City.

## **XII. INVESTMENT POOLS/MUTUAL FUNDS**

The City upon thorough investigation of the pool/fund, will require the following from the Utah Public Treasurers' Investment Fund prior to any investing with said pool:

- A. Monthly statement detailing all transactions on each investment account held by the City such as:
  1. Date and account number for each account.
  2. Reference date for each transaction
  3. All deposits and withdrawals listed by date.
  4. Report period covered
  5. Balance for each account
  6. Account Summary:
    - i. Beginning balance, deposits in the period, withdrawals in period, ending balance, gross earnings, fee (0%), net earnings, average daily balance, gross earnings rate, net earnings rate.

## **XIII. REPORTING**

The Treasurer shall provide such reports as may be required by law or ordinance, or as may be required by the Mayor, City Council, or City Finance and Administration Director. In addition, the Treasurer shall provide such reports as may be reasonably required by departments, boards or commissions for which the Treasurer is investing funds.

The City Treasurer will also report the status of investments on a semi-annual basis on or before January 31 and July 31 of each year as requested by the State Council as required by 51-7-15 of the Money Management Act.

## **XIV. INVESTMENT POLICY ADOPTION**

Murray City's Investment Policy shall be adopted by resolution of the City Council and approved by the Mayor. The policy shall be reviewed on an annual basis. Any changes must be approved by the individual(s) charged with maintaining compliance with the policy as well as the City Council and Mayor.

## Exhibit A

### **AUTHORIZED INVESTMENTS**

The following list contains investments authorized by the 51-7-11 of the Utah State Money Management Act. The Act should be referred to for additional information pertaining to each investment type.

<b><u>Investment Type</u></b>	<b>Maximum Maturity</b>	<b>Credit Quality Requirements</b>
U.S. Treasury		
Bills		None
Notes		None
Bonds		None
U.S. Government Agency		
Federal Farm Credit Banks (FFCB)		None
Federal Home Loan Banks (FHLB)		None
Federal National Mortgage Assn. (FNMA)		None
Federal Loan Marketing Assn. (FNMA)		None
Federal Home Loan Mortgage Corp. (FHLMC)		None
Federal Agriculture Mortgage Corp. (FAMC)		None
Tennessee Valley Authority		None
Money Market		
Bankers Acceptances	270 days or less	Fed Reserve eligible
Commercial Paper	270 days or less	A1/P1, 1 <sup>st</sup> Tier*
Neg. Certificates of Deposit	365 days or less	None
Variable Rate	Repriced quarterly or semi-annually 3 years or less	None
Non-qualifying Repurchase Agreements		None, requires collateral
Non-qualifying Reverse Repurchase Agreements		None, requires collateral

Corporations		Cannot exceed 5% of portfolio
Fixed Rate	15 months or less	A or higher, publicly traded*
Variable Rate (Cannot be mortgage-related products)	Repriced semi-annually 3 years or less	A or higher, publicly traded*
Municipal Obligations		All must be issued by the State or any of its municipalities
General Obligation		
Tax Anticipation		
Assessment Bonds		
Revenue Bonds		
Bank Deposits		
Collateralized Deposits	365 days or less	None
Time Deposits		360 day/basis if over \$100,000
Mutual Funds		SEC Rule 2a-7
Money Market Funds		None
Utah Public Treasurers' Investment Fund (Pool)		None
Negotiable Brokered Certificates of Deposit		
Fixed, Callable, Step Up, Floating Rate	5 years or less	Price no more than par, purchased par value not to exceed 97% of FDIC limit

**\*Investment must be rated by two national recognized statistical rating organizations, one of which must be Moody's Investor Service or Standard & Poor's.**

## GLOSSARY

**AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.

**ASKED:** The price at which securities are offered.

**BANKERS' ACCEPTANCE (BA):** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BENCHMARK:** A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

**BID:** The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

**BROKER:** A broker brings buyers and sellers together for a commission.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

**COLLATERAL:** Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):** The official annual report for the government entity. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

**COUPON:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

**CUSTODY:** A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DELIVERY VERSUS PAYMENT:** There are two methods of delivery of securities: delivery

versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DERIVATIVES:** (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

**DISCOUNT:** The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT SECURITIES:** Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, *e.g.*, U.S. Treasury Bills.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns.

**DUE DILIGENCE:** Such a measure of prudence, activity, assiduity, as is properly to be expected from, and ordinarily exercised by, a reasonable and prudent person under the particular circumstances; not measured by any absolute standard, but depending on the relative facts of the special case.

**FEDERAL CREDIT AGENCIES:** Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, *e.g.*, S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

**FEDERAL FUNDS RATE:** The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL HOME LOAN BANKS (FHLB):** Government sponsored wholesale banks (currently 12 regional banks) which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA, like GNMA was chartered

under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases

include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**LOCAL GOVERNMENT INVESTMENT POOL (LGIP):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

**MARKET VALUE:** The price upon which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**NEGOTIABLE BROKERED CERTIFICATE OF DEPOSIT:** A certificate of deposit issued by a

financial institution that is guaranteed by the applicable federal deposit insurance limit and that can be sold in a secondary market but cannot be cashed in before maturity.

**OFFER:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PORTFOLIO:** Collection of securities held by an investor.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

**PRUDENT PERSON RULE:** An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

**QUALIFIED PUBLIC DEPOSITORYIES:** A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

**REPURCHASE AGREEMENT (RP OR REPO):** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vaults for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**SEC RULE 15C3-1:** See Uniform Net Capital Rule.

**STRUCTURED NOTES:** Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

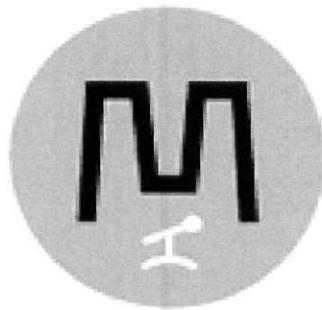
**TREASURY BILLS:** A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**TREASURY BONDS:** Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

**TREASURY NOTES:** Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**YIELD:** The rate of annual income returns on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.



**MURRAY**  
CITY COUNCIL

# Discussion Item #2



**MURRAY**

**Council Action Request**

# Human Resources

## Tier 2 Public Safety and Firefighter Retirement Pick-Up Contributions

Committee of the Whole

Meeting Date: June 2, 2020

<b>Department Director</b> Robyn Colton	<b>Purpose of Proposal</b>  Resolution to pick-up member contributions for Tier 2 Public Safety and Firefighter Retirement Systems
<b>Phone #</b> 801-264-2657	<b>Action Requested</b>  Discussion only
<b>Presenters</b> Robyn Colton	<b>Attachments</b>  Proposed resolution
<b>Budget Impact</b>	  <b>Description of this Item</b>  S.B. 129 (2019) & S.B. 56 (2020) provided enhancements to Tier 2 Public Safety & Firefighter retirement benefits and will take effect beginning July 1, 2020. Due to the cost of the plan enhancements, contributions will be made by the employer (14%) and the employee (2.27%). An employer may elect to "pick-up" the employee's portion of the retirement contribution and treat it as an employer contribution .
<b>Required Time for Presentation</b> 10 Minutes	  <b>Mayor's Approval</b>  <b>Date</b> May 20, 2020
<b>Is This Time Sensitive</b> Yes	  This resolution serves as Murray City's formal election to "pick-up" these retirement contributions as required by Utah Retirement Systems (URS).

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

A RESOLUTION AUTHORIZING MURRAY CITY PICK UP OF  
PUBLIC SAFETY AND FIREFIGHTER EMPLOYEE RETIREMENT  
CONTRIBUTIONS.

WHEREAS, Murray City ("City") employs employees who are eligible for and participate as members in the New Public Safety and Firefighter Tier II Contributory Retirement System administered by the Utah Retirement Systems; and

WHEREAS, in accordance with federal and state law, including Section 414(h)(2) of the Internal Revenue Code, employers may take formal action to pick up required employee contributions, which will be paid by the employer in lieu of employee contributions; and

WHEREAS, the City desires to formally pick up a portion of the employee contributions required to be paid under Utah Code Ann. Subsection 49-23-301(2)(c), as enacted in S.B. 56, Public Safety and Firefighter Tier II Retirement Enhancements (2020 General Session), for all City employees participating in the New Public Safety and Firefighter Tier II Contributory Retirement System; and

WHEREAS, the City Council is duly authorized to take this formal action on behalf of the City as a participating employer with the Utah Retirement Systems.

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

1. Beginning July 1, 2020, the City shall prospectively pick up and pay required employee contributions for all City employees who are members of the New Public Safety and Firefighter Tier II Contributory Retirement System, subject to a maximum of 2.27% of compensation for each employee.

2. The picked up contributions paid by the City, even though designated as employee contributions for state law purposes, are being paid by the City in lieu of the required employee contributions.

3. The picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Utah Retirement Systems, so that the contributions are treated as employer contributions pursuant to Section 414(h)(2) of the Internal Revenue Code.

4. The picked up contributions are a supplement and not a salary reduction to the City employees who are eligible for and participating members in the New Public Safety and Firefighter Tier II Contributory Retirement System.

5. From and after the date of this pick up, a City employee may not have a cash or deferred election right with respect to the designated employee contributions, including that the employees may not be permitted to opt out of the pick up and may not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the City on behalf of its employees to the Utah Retirement Systems.

6. This resolution shall take effect on July 1, 2020.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council of Murray City, Utah, this    day of           , 2020.

MURRAY CITY MUNICIPAL COUNCIL

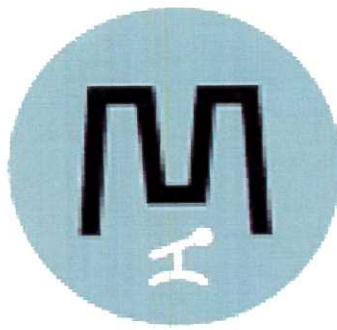
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Dale M. Cox, Chair

ATTEST:

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Jennifer Kennedy, City Recorder



**MURRAY**  
CITY COUNCIL

# **Discussion Item #3**



# Police Department

## MURRAY

### Animal Services Fees

#### Council Action Request

Committee of the Whole

Meeting Date: June 2, 2020

<b>Department</b> Director Craig Burnett	<b>Purpose of Proposal</b> Adopt Salt Lake County animal services fees.
<b>Phone #</b> 801-264-2613	<b>Action Requested</b> Discussion only
<b>Presenters</b> Craig Burnett	<b>Attachments</b> Proposed ordinance
	<b>Budget Impact</b> No budget impact. Animal service fees were not included in the 2020-2021 budget.
	<b>Description of this Item</b> Salt Lake County was awarded the RFP as the animal services provider for the City. The award is conditioned on City Council approval of the Interlocal Agreement (presented in Committee of the Whole in the May 19, 2020 meeting) and a Lease Agreement. The interlocal agreement requires the City to adopt Salt Lake County animal services fees. The proposed ordinance adopts the S.L. County fees.
<b>Required Time for Presentation</b> 10 Minutes	
<b>Is This Time Sensitive</b> Yes	
<b>Mayor's Approval</b> 	
<b>Date</b>	

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

AN ORDINANCE AMENDING FEES RELATING TO ANIMAL CONTROL SERVICES WITHIN THE CITY, ENACTING SECTION 6.08.045 OF THE MURRAY CITY MUNICIPAL CODE TO ADOPT SALT LAKE COUNTY'S ANIMAL CONTROL FEES, AND AMENDING SECTIONS 6.08.070, 6.08.080, 6.08.085, 6.08.100, 6.16.010, 6.16.020, 6.16.030, AND 6.22.030 OF THE CITY CODE.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1. Purpose.* The purpose of this Ordinance is to (1) enact Section 6.08.045 of the Murray City Municipal Code (the "Code") to adopt a new animal services fee schedule, and (2) to amend sections 6.08.070, 6.08.080, 6.08.085, 6.08.100, 6.16.010, 6.16.020, 6.16.030, and 6.22.030 relating to fees charged for animal control related services.

*Section 2. Enact Section 6.08.045.* Section 6.08.045 of the Murray City Municipal Code shall be enacted as follows:

#### 6.08.045: ANIMAL SERVICES FEE SCHEDULE

The Salt Lake County Animal Services Fee Schedule, as amended, is hereby adopted by reference. A copy of the fee schedule shall be posted on the City's website and at the City's Animal Control Shelter Facility.

*Section 3. Amendment.* Sections 6.08.070, 6.08.080, 6.08.085, 6.08.100, 6.16.010, 6.16.020, 6.16.030, 6.22.030 and 6.24.010 of the Murray City Municipal Code shall be amended to read as follows:

#### 6.08.070: IMPOUNDING; DISPOSITION OF ANIMALS:

...

B. All dogs and cats, except for those quarantined or confined by court order, held longer than the minimum impound period, and all dogs and cats voluntarily relinquished to the impound facility, may be destroyed or sold as the City or its designee shall direct. ~~A healthy animal may be sold to a bona fide institution engaged in scientific research for a price not to exceed thirty dollars (\$30.00) per animal, plus any applicable license fees.~~

...

**6.08.080: IMPOUNDING; REDEMPTION AND ADOPTION:**

A. Redemption: An impounded animal may be redeemed by its owner, upon payment of:

1. The impound fee;
2. The daily boarding charge;
3. The veterinary costs incurred during the impound period, including rabies vaccination;
4. License fee, if required;
5. The sterilization deposit, if required; and
6. The microchipping fee.

B. Fees: Fees shall be charged at the following rates:

<b>1. Impound fee:</b>	
Small animals including dogs, cats, and other domestic animals:	
First confinement	\$ 50.00
Second and any subsequent confinement	60.00
Large animals including sheep, cows, horses, pigs, etc.:	
First confinement	75.00
Second or subsequent confinement	100.00
<b>2. Board:</b>	
Per calendar day, inclusive of 3 working days, small animal	5.00
Per calendar day in excess of 3 working days, small animal	10.00
Per calendar day, large animal	10.00
<b>3. Voluntary euthanization fee</b>	
	20.00

C. Adoption: An impounded animal may be adopted upon payment of the required fee, deposit and costs:

1. An thirty dollar (\$30.00) adoption fee;
2. A sterilization deposit, if required;

3. Costs of vaccination; and
4. Costs of microchipping, if applicable.

...

#### **6.08.085: DISPOSAL OF SMALL DEAD ANIMALS:**

The City or its designee shall have the authority to dispose of a dead dog, cat or small household pet when requested by the owner of such animal **and upon payment of the required fees. Fees shall be charged at the following rates:**

<b>Pick up fee</b>	<b>\$40.00</b>
<b>Disposal fee</b>	<b>10.00</b>

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(Ord. 17-15)

...

#### **6.08.100: REGULATORY PERMITS:**

...

##### **D. Permit Fees:**

<b>Kennels, catteries, groomeries, pet shops, veterinary clinics or hospitals:</b>	
-	-
- <b>Class A, 3 - 15 animals</b>	<b>\$30.00</b>
- <b>Class B, 16 - 30 animals</b>	<b>40.00</b>
- <b>Class C, 30 or more animals</b>	<b>50.00</b>
-	-
<b>Riding stables</b>	<b>30.00</b>
-	-
<b>Late fee</b>	<b>25.00</b>

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**E**D. Exemption: Research facilities where bona fide medical or related research is being conducted, and other animal establishments operated by State or local government or which are licensed under Federal law are excluded from the licensing requirements of this chapter.

**E. Inspections:** All establishments regulated under this chapter shall be subject to periodic inspections by the City or its designee.

#### **6.16.010: DOG AND CAT LICENSING:**

...

##### **D. License Fees:**

Dog or cat	\$5.00
Senior citizen owners (over 60)	4.00
Late fee	\$10.00 in addition to regular fee
Nuisance animal fee	\$100.00 plus proof of liability insurance

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1. The nuisance animal license fee shall be imposed in addition to any other fee imposed by this chapter and shall be paid within thirty (30) days from the date of conviction involving a violation of section [6.12.070](#) of this title. This fee requirement will expire one year after issuance if the animal is shown to have not committed another violation of section [6.12.070](#) of this title.
2. Within thirty (30) days after date of conviction of possessing a nuisance animal, the owner shall provide to the City proof of liability insurance in an amount of not less than twenty five thousand dollars (\$25,000.00) to cover injuries which may be inflicted by a nuisance animal.
3. Failure to pay the nuisance fee or provide proof of liability insurance shall be grounds for impoundment of the nuisance animal until such fee is paid and proof of insurance is provided. The owner of the animal shall be responsible for the payment of all fees incurred as a result of the impoundment.

**D. Expiration:** The license shall expire one year from the date of issue.

#### **6.16.020: LICENSE TAG:**

...

- B. License tags are not transferable. Refund of a license fee is not allowed for any reason whatsoever. Replacements for lost or destroyed tags shall be issued upon

payment of a ~~five dollar (\$5.00) replacement fee to the City~~ the required replacement tag fee.

**6.16.030: LICENSING; EXEMPTIONS:**

A. The provisions of sections 6.16.010, 6.16.015, and 6.16.020 of this chapter shall not apply to:

1. Licensed dogs whose owners are nonresidents temporarily within the jurisdiction for a period not to exceed thirty (30) days. Licensed dogs whose owners remain within the jurisdiction longer than thirty (30) days may transfer to the local license upon payment of ~~a five dollar (\$5.00) fee the required transfer fee~~ and proof of current rabies vaccinations; and

**6.22.030: STERILIZATION DEPOSIT:**

A. A sterilization deposit shall be:

1. ~~A portion of the adoption fee or impoundment fee for the animal;~~

21. Paid to the City for the purpose of ensuring the sterilization of an animal that has been impounded or is to be adopted. Sterilization must be completed within thirty (30) days of the deposit being made unless extension of the thirty (30) day period has been duly authorized by the City;

32. Forfeited to the City if proof of sterilization is not presented to the animal shelter in compliance with subsection A21 of this section;

43. Required to be paid in order to claim or adopt an unsterilized animal impounded at the City's designated animal impound facility.

B. ~~Sterilization deposit under subsection A of this section shall reflect the average reduced cost of a sterilization of an animal, based on the gender and weight of the animal, that is reasonably available in the City, but the deposit may not be less than twenty-five dollars (\$25.00). The City or its designee shall establish, with the approval of the Mayor, a sterilization deposit amount in a written fee schedule based on the estimated costs of sterilization.~~

C. If a female dog or cat and her litter are transferred to one (1) person, a sterilization deposit is required only for the female dog or cat.

**D****C**. All forfeited or unclaimed sterilization deposits made under this section shall be retained by the City and shall be used for:

1. Programs to sterilize animals;
2. Public education programs to reduce and prevent overpopulation of animals; or
3. Any additional costs incurred by the City in the administration of this chapter.

**E****D**. If a recipient fails to comply with the written sterilization agreement under subsection [6.22.020B](#) of this chapter, the recipient shall be notified of the violation. Within five (5) days of receiving notice, the recipient may appeal the violation to the City's Police Chief for a hearing and review. The City Police Chief or designee, shall within ten (10) days of receiving the appeal, hold a hearing. The City Police Chief or designee, within ten (10) days following the hearing, may decide the matter and order any or all of the following:

1. That the City or its designee may seize and impound the animal;
2. That the recipient relinquishes all ownership rights to the animal and any claim to expenses incurred by recipient in maintaining and caring for the animal; and
3. That the recipient forfeits the sterilization deposit.

**F****E**. Should a recipient subject to subsection E of this section fail to request a hearing within five (5) days of receiving notice of a violation, the consequences under subsections **E****D**1, **E****D**2, and **E****D**3 of this section shall be imposed by the City. (Ord. 17-15)

...  
*Section 4. Effective date.* This Ordinance shall take effect upon first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020

MURRAY CITY MUNICIPAL COUNCIL

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Dale M. Cox, Chair

ATTEST:

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Jennifer Kennedy, City Recorder

Transmitted to the Office of the Mayor of Murray City on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

MAYOR'S ACTION: Approved

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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D. Blair Camp, Mayor

ATTEST:

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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 \_\_\_\_\_, 2020.

Jennifer Kennedy, City Recorder



## Fee Schedule

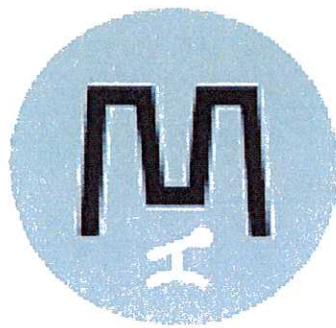
Customer ID \_\_\_\_\_

Animal ID \_\_\_\_\_

Officer Number \_\_\_\_\_

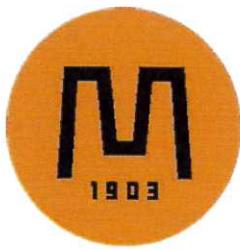
<b>Impound &amp; Boarding</b>		
	1st Impound	\$40
	2nd Impound within 24 months	\$80
	3rd Impound within 24 months	\$160
	Subsequent Impound within 24 months	\$320
	Board Fee = Each Day of Board/ <b>\$20</b> multiplied by # of Days Boarded _____	= Total Board Fee _____
<b>Rabies/Vaccines/Microchip</b>		
	Rabies Vaccination	\$25
	Rabies Deposit (cash or credit only)	\$25
	Rabies Test Fee (or Quarantine Fee)	\$200
	Microchip (may be required upon impound)	\$30
<b>Pet Licenses (Issued for a 1-year Period)</b>		
	License - Unsterilized	\$40
	License - Sterilized	\$15
	License - Senior Citizen, Sterilized (for residents 60 years and older)	\$5
	License - Transfer Fee or Replacement Tag	\$5
	Late License Penalty (applicable 30 days after due date)	\$50
<b>Permits (Issued for a 1-year Period)</b>		
	Commercial operations - up to 30 animals	\$200
	Commercial operations - over 30 animals	\$300
	Residential Permit	\$50
	Animal exhibition (single event \$100) <b>OR</b> (multiple events \$400)	
	Other Permit Specified by Ordinance _____	
	Late application renewal fee (in addition to regular fee)	\$50
<b>Sterilization</b>		
	Sterilization Deposit ( <i>mandated for 2nd impound &amp; each after by Utah State Code 11.46.206</i> )	\$150
	In-house Sterilization	\$100
<b>Notice of Violation</b>		
	First NOV (fee per violation)	\$50
	Second Violation (fee per violation)	\$100
	Third Violation (fee per violation)	\$200
	Subsequent Notices of Violation (fee per violation)	\$250
<b>Livestock</b>		
	Dead Livestock Removal	\$300
	Dead Livestock Disposal	\$200
	Brand Inspection Fee	\$30
	Livestock Transportation Fee (per incidence)	\$50
<b>Euthanasia and Disposal - Companion Animals</b>		
	Euthanasia and disposal of small animals (hamsters, mice, guinea pigs, etc.)	\$5
	Euthanasia (dog or cat)	\$50
	Disposal (dog or cat)	\$50
<b>Other</b>		
	Surrender Fee	\$100
	Surrender Biter Fee	\$250
	Field Service Fee	\$50
	Other _____	
	<b>Total Fees</b>	

**Fees are established in ordinance and may not be waived or refunded. Rev. Jan 2019**



MURRAY  
CITY COUNCIL

# Discussion Item #4



**MURRAY**

# Finance & Administration

## FY 2019-2020 Budget Amendment

### Council Action Request

Committee of the Whole

Meeting Date: June 2, 2020

<b>Department Director</b> Brenda Moore	<b>Purpose of Proposal</b> Amend the FY 2019-2020 budget
<b>Phone #</b> 801-264-2513	<b>Action Requested</b> Discussion - committee of whole
<b>Presenters</b> Brenda Moore	<b>Attachments</b> Draft of the ordinance
<b>Required Time for Presentation</b> 10 Minutes	<b>Budget Impact</b>
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> <ol style="list-style-type: none"><li>1. The police department received \$112,282 from the Coronavirus Emergency Supplemental Funding Program (CESF) grant. The funds will be spent jointly by the Fire and Police departments to cover costs of supplies and equipment related to coronavirus. We have three years to spend the funds.</li><li>2. The fire department received \$5,580 from the Utah Department of Health EMS grant, for the purchase of EMS supplies or equipment.</li></ol>
<b>Mayor's Approval</b> 	
<b>Date</b> May 19, 2020	

**Continued from Page 1:**

3. The Library received \$2,045 from the State of Utah Library division Cares act pass through for supplies and equipment purchases related to the coronavirus.
4. Despite Chief Harris's constant search for cost savings Fire Station 81 went over the anticipated budget. I am requesting that \$390,000 be added to the fire station building account in the Capital Projects fund from reserves. The \$390,000 includes full amount of change order costs which are in dispute. If we settle for less than the full change order amount the remaining budget will be returned to reserves.

ORDINANCE NO.

AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2019-2020 BUDGET

On June 18, 2019, the Murray City Municipal Council adopted the City's budget for Fiscal Year 2019-2020. It has been proposed that the Fiscal Year 2019-2020 budget be amended as follows:

1. Receive and appropriate the following grants and/or reimbursements in the General Fund with no financial impact:
  - a. \$112,2822 from the Coronavirus Emergency Supplemental Funding Program Grant (CESF) for Coronavirus related equipment and expenses, and;
  - b. \$5,580 from the Utah Department of Health EMS grant for EMS related equipment.
2. In the Library fund receive and appropriate \$2,045 from the State of Utah Library division CARES act pass through for supplies & equipment purchases related to the Coronavirus.
3. In the Capital projects appropriate \$390,000 from reserves to complete the new Station 81.

Section 10-6-128 of the Utah Code states that the budget for the City may be amended by the Murray City Municipal Council following a duly noticed public hearing. Pursuant to proper notice, the Murray City Municipal Council held a public hearing on June 16, 2020 to consider proposed amendments to the Fiscal Year 2019-2020 budget. After considering public comment, the Murray City Municipal Council wants to amend the Fiscal Year 2019-2020 budget.

*Section 1. Enactment.* The City's Fiscal Year 2019-2020 budget shall be amended as follows:

1. Receive and appropriate the following grants and/or reimbursements in the General Fund with no financial impact:
  - a. \$112,2822 from the Coronavirus Emergency Supplemental Funding Program Grant (CESF) for Coronavirus related equipment and expenses, and;
  - b. \$5,580 from the Utah Department of Health EMS grant for EMS related equipment.

2. In the Library fund receive and appropriate \$2,045 from the State of Utah Library division CARES act pass through for supplies & equipment purchases related to the Coronavirus.
3. In the Capital projects appropriate \$390,000 from reserves to complete the new Station 81.

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

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this \_\_\_\_ day of \_\_\_\_\_, 2020.

MURRAY CITY MUNICIPAL COUNCIL

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Dale M. Cox, Chair

ATTEST:

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Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

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D. Blair Camp, Mayor

ATTEST:

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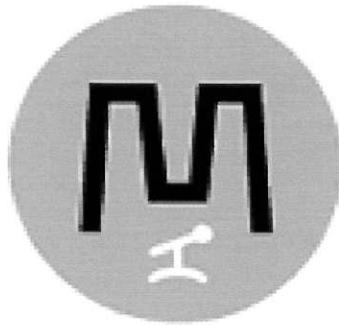
Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published according to law on the \_\_\_\_ day of \_\_\_\_\_, 2020.

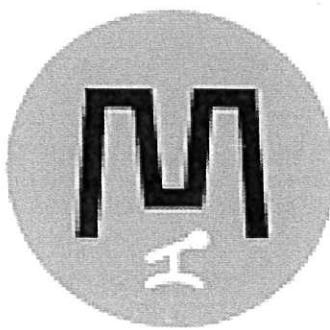
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Jennifer Kennedy, City Recorder



**MURRAY**  
CITY COUNCIL

# Adjournment



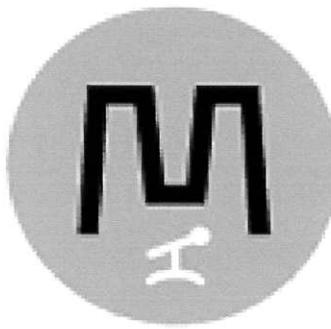
**MURRAY**  
CITY COUNCIL

# **Council Meeting**

## **6:30 p.m.**

**Call to Order**

**Pledge of Allegiance**



**MURRAY**  
CITY COUNCIL

# Council Meeting Minutes

# Murray City Municipal Council

## Chambers

### Murray City, Utah

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The Murray City Municipal Council met on Tuesday, May 19, 2020 at 6:30 p.m. for a meeting held electronically in accordance with Executive Order 2020-5 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 52-4-207 due to Infectious Disease COVID-19 Novel Coronavirus issued by Gary Herbert on March 18, 2020 and Murray City Council Resolution #R20-13 adopted on March 17, 2020.

#### Council Members in Attendance:

Kat Martinez	District #1
Dale Cox	District #2 – Council Chair
Rosalba Dominguez	District #3 – Council Vice-Chair
Diane Turner	District #4
Brett Hales	District #5

#### Others in Attendance:

Blair Camp	Mayor	Jan Lopez	Council Director
G.L. Critchfield	City Attorney	Jennifer Kennedy	City Recorder
Danny Astill	Public Works Director	Brenda Moore	Finance Director
Jared Hall	Community Development Supervisor	Melinda Greenwood	Community & Economic Development (CED) Director
Chad Pascua	Assistant Fire Chief		

#### **Opening Ceremonies**

Call to Order – Councilmember Turner called the meeting to order at 6:30 p.m.

Pledge of Allegiance – The Pledge of Allegiance was led by Councilmember Hales

#### **Approval of Minutes**

Council Meeting – May 5, 2020

MOTION: Councilmember Cox moved to approve the minutes. The motion was SECONDED by Councilmember Martinez. Voice vote taken, all “ayes.”

#### **Special Recognition**

1. Consider a Joint Resolution of the Mayor and Municipal Council of Murray City, Utah to

Designate and Support the Week of May 17 – 23, 2020 as Emergency Medical Services Week.

Mayor Camp expressed his appreciation for the First Responders who are protecting the citizens of Murray during the COVID-19 issue that we are currently experiencing. He read the Joint Resolution.

MOTION: Councilmember Hales moved to adopt the Joint Resolution. The motion was SECONDED by Councilmember Cox.

Council roll call vote:

Ayes: Councilmember Hales, Councilmember Martinez, Councilmember Cox,

Councilmember Dominguez, Councilmember Turner

Nays: None

Abstentions: None

Motion passed 5-0

Chad Pascua, Assistant Fire Chief, thanked the Mayor and Council for the recognition. Normally, Emergency Medical Services (EMS) Week brings together local communities and medical personnel to publicize safety and honor the dedication the people who provide those day to day EMS services. However, because of COVID-19, many across the nation are not able to celebrate in normal ways. This year's theme is, "Ready Today. Preparing for Tomorrow." This theme is particularly meaningful as the EMS community continues to support those affected by the COVID-19 crisis. There will be a celebration once the COVID -19 crisis is over.

Dr. Adam Balls, Medical Director for the Murray City Fire Department, said the Murray City Fire Department and EMS team deliver emergency medical care and fire department resources and support to the members of Murray City. In the face of the COVID-19 pandemic, they responded without hesitation. Dr. Balls shared some comments that appeared on the Murray City Fire Department's Facebook page and thanked the Council for their support.

**Citizen Comments** – Comments are limited to 3 minutes unless otherwise approved by the Council.  
No citizen comments were given.

Jan Lopez read the following comment:

*Rachel Heartley with the Utah Humane Society wrote, "As the advocacy director for the Utah Humane Society, it is my duty to advocate on behalf of the animals of the state of Utah. Today, I am advocating on behalf of the animals in our shelter's custody as well as our staff who tirelessly care for them. I take the safety of those animals and staff members*

*to heart, which is why I am asking for help in finally ending the seemingly never-ending saga of the Fountain of Youth building on S 300 W.*

*As I am sure the entire Council is aware, there was yet another fire at the Fountain of Youth building last Friday. It was confirmed to me by your Economic Development department that this is the third fire in that building since the first of January. In addition to the massive waste of tax payer money that goes into putting out these fires, each episode at the Fountain of Youth building endangers the responding firefighters as well as the whole of our animal shelter, as we are located directly north of this fire hazard.*

*The fires are only part of the problem, however. The building attracts other unsavory and illegal activity, including intravenous drug-use. The evidence of this, used hypodermic needles capped and uncapped, lays all over the ground on the border of our property. These needles are not only unsightly --- they are a danger to our staff, volunteers, patrons, and of course, our animals. I fear the day a dog paw or, Heaven-forbid, a child's sandal-clad foot is impaled by a drug user's cast-off.*

*I understand from my discussions with various city staff and directors that there is work being done to mitigate this issue. We at the Utah Humane Society appreciate that, truly. However, we need the pace picked up. Currently the winds are roaring in the Wasatch Valley and fire season is nearly upon us. We need the Fountain of Youth building torn down as soon as possible, and until that point, we need it fully secured. It is not a question of if this nuisance of a building will cause destruction to our shelter, but rather, it is a question of when.*

*I implore you to take immediate action to prevent the destruction of our shelter and needless injury (or even death) to our staff and animals. Thank you for your time."*

### **Public Hearings**

Staff and sponsor presentations and public comment will be given prior to Council action on the following matters.

1. Consider an ordinance relating to land use; amends the Zoning Map for the properties located at 6450 and 6468 South 1300 East, Murray, Utah from R-1-8 (Single-Family Low-Density Residential District) to R-1-6 (Single Family Low/Medium Density Residential District).

Applicant: Duaine Rasmussen

Staff Presentation: Melinda Greenwood, CED Director  
(See Attachment 1 for slides used during this presentation)

Ms. Greenwood said this request is for the properties located at 6450 and 6468 South 1300 East to change from R-1-8 (Single-Family Low-Density Residential) to R-1-6 (Single-

Family Low/Medium Density Residential). The two properties combined are .46 acres and the future Land Use Map shows them remaining as low-density residential. Low density residential includes both R-1-8 and R-1-6.

The Planning Commission held a public hearing for this item on April 2, 2020. No public comments were received and they voted unanimously to forward a recommendation of approval to the City Council. Staff is also recommending the council approve this amendment.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

MOTION: Councilmember Cox moved to adopt the ordinance. The motion was SECONDED by Councilmember Dominguez.

Council roll call vote:

Ayes: Councilmember Hales, Councilmember Martinez, Councilmember Cox, Councilmember Dominguez, Councilmember Turner

Nays: None

Abstentions: None

Motion passed 5-0

2. Consider an ordinance amending Section 17.168.050(B) of the Murray City Municipal Code related to Conditional Uses in the Transit Oriented Development (T-O-D) Zone.

Staff Presentation: Melinda Greenwood, CED Director

(See Attachment 2 for slides used during this presentation)

Ms. Greenwood said this is a text amendment for the T-O-D Zone. There is only one area in the City zoned T-O-D, which is the Fireclay area. This amendment is to allow the wholesale of lumber and building materials in the T-O-D Zone as a Conditional Use. The proposed language is to allow the wholesale of lumber and construction materials in buildings with footprints no greater than 30,000 square feet. There would be no outdoor storage and docks, delivery and staging areas must be screened from public streets.

On the corner of 4500 South and Main Street, ReStore, which is part of Habitat for Humanity, has proposed a project that includes a headquarters and retail facility for recycled and used lumber and housing products they sell in their second-hand store. This project would also incorporate an element of affordable housing.

This item was heard by the Planning Commission on April 2, 2020 where public comments were received in favor of the project. Both staff and the Planning Commission are recommending approval of this text amendment.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

MOTION: Councilmember Martinez moved to adopt the ordinance. The motion was SECONDED by Councilmember Hales.

Council roll call vote:

Ayes: Councilmember Hales, Councilmember Martinez, Councilmember Cox, Councilmember Dominguez, Councilmember Turner

Nays: None

Abstentions: None

Motion passed 5-0

3. Consider an ordinance amending Chapter 17.24 of the Murray City Municipal Code related to home occupation businesses.

Staff Presentation: Jared Hall, Community Development Supervisor  
(See Attachment 3 for slides used during this presentation)

Mr. Hall explained a couple of years ago, legislation was passed that changed the way the City dealt with, charged for, and administered home occupation business licenses.

One of the changes is to redefine and more carefully define home occupations. The city is proposing definitions for home occupations, major home occupations and minor home occupations. Another change is to define when a license is required. Major home occupations are required to have a license while minor home occupations are not required to have a license. A minor home occupation may request a business license from the City but would be subject to all regulations and fees if they do so.

Another change to define an on-site vs. and off-site employee. If you live in the home, you can work for the business. However, a home occupation may only have one employee who does not reside in the home working on-site. Off-site employees work away from the home where the business is licensed. They cannot visit the home for business purposes or park at, or along the street near the home.

A lot of home occupations that get licensed are handyman and landscapers who have trailers. One other change being proposed is related to what types of trailers are allowed and where they can be kept.

These amendments were presented during a public hearing that was held at the April 2, 2020 Planning Commission Meeting. Both staff and the Planning Commission are recommending the Council approve these amendments.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

MOTION: Councilmember Dominguez moved to adopt the ordinance. The motion was SECONDED by Councilmember Cox.

Council roll call vote:

Ayes: Councilmember Hales, Councilmember Martinez, Councilmember Cox, Councilmember Dominguez, Councilmember Turner

Nays: None

Abstentions: None

Motion passed 5-0

4. Consider an ordinance permanently closing and vacating a portion of 4<sup>th</sup> Avenue between the proposed Hanauer Street alignment and Poplar Street, Murray City, Salt Lake County, State of Utah.

This item was postponed to the June 2, 2020 City Council Meeting.

5. Consider an ordinance permanently closing and vacating a portion of Poplar Street from 4800 South to 5<sup>th</sup> Avenue, Murray City, Salt Lake County, State of Utah.

This item was postponed to the June 2, 2020 City Council Meeting.

6. Consider an ordinance amending the City's Fiscal Year 2019 – 2020 Budget.

Staff Presentation: Brenda Moore, Finance Director

Ms. Moore said the Wastewater Fund had budgeted some money to purchase a vacuum truck in their Fiscal Year 2020-2021 budget. They now have an opportunity to purchase a vacuum truck that is on a local lot that will cost less. The cost will be \$425,000. That money could be taken out of their reserves and used to purchase the truck now. If the Council passes this, Ms. Moore will take out \$450,000 from the Wastewater Funds Fiscal Year 2020-2021 budget. The Wastewater Department needs this truck and this will allow them to purchase it and save them some money as well.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

MOTION: Councilmember Hales moved to adopt the ordinance. The motion was SECONDED by Councilmember Martinez.

Council roll call vote:

Ayes: Councilmember Hales, Councilmember Martinez, Councilmember Cox, Councilmember Dominguez, Councilmember Turner

Nays: None

Abstentions: None

Motion passed 5-0

### **Business Items**

1. Consider a resolution adopting the City Council's Tentative Budget, as amended, for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021 and scheduling a hearing to receive public comment before the final budget is adopted.

#### Staff Presentation: Brenda Moore, Finance Director

Ms. Moore said she would like the public hearing date to be set for June 2, 2020. She will be removing the Wastewater Fund's vacuum truck from the budget and posting an updated copy of the budget on the City's website. She has reclassified \$15,000 from the Library's Building and Grounds Fund to their Building Capital Account because they were able to fix their parking lot this fiscal year.

Ms. Moore said revenues for the upcoming budget are budgeted 10% below last year, personnel is budgeted .2% below last year, and operations are budgeted 11% below last year.

**MOTION:** Councilmember Cox moved to adopt the resolution and schedule a hearing to receive public comment on June 2, 2020. The motion was **SECONDED** by Councilmember Dominguez.

#### Council roll call vote:

Ayes: Councilmember Hales, Councilmember Martinez, Councilmember Cox, Councilmember Dominguez, Councilmember Turner

Nays: None

Abstentions: None

Motion passed 5-0

2. Consider an ordinance amending Section 2.62.040 of the Murray City Municipal Code relating to severance pay for employees not within career and public safety service.

#### Staff Presentation: G.L. Critchfield, City Attorney

Mr. Critchfield said this item is related to involuntary termination of an employee. The vast majority of city employees are "for cause" employees, meaning they can only be terminated for cause. Those employees who are "at-will" can be terminated for any reason at all. Currently, the following employees are at-will by statute: Department Directors, the City Recorder, the City Treasurer, and the City Engineer. This amendment

would add the administrative staff in the Mayor's office and the administrative staff in the Council office to the list of at-will employees.

The purpose of severance is to provide a bit of a safety net to those at-will employees who are involuntary terminated as well as to prevent lawsuits. There is precedence for paying severance to both a City Council employee as well as a Mayor's office employee and Mr. Critchfield feels it would be a good idea to get this codified. The maximum severance an employee could get would be four months of salary.

Councilmember Cox asked if the at-will employees were set by state statute or city statute.

Mr. Critchfield replied they are set by state statute.

**MOTION:** Councilmember Martinez moved to adopt the ordinance. The motion was **SECONDED** by Councilmember Dominguez.

Council roll call vote:

Ayes: Councilmember Hales, Councilmember Martinez, Councilmember Cox, Councilmember Dominguez, Councilmember Turner

Nays: None

Abstentions: None

Motion passed 5-0

**Mayor's Report and Questions**

Mayor Camp said this morning the City received a notice of termination of agreement from Salt Lake County regarding the TRCC funds for the Murray Theater. The TRCC revenue comes from restaurants, car rentals, and transient room tax. Because of the decrease in the revenue projections, the County is unable to comply with their obligation and therefore have served the City with the notice of termination. There will be no TRCC process for 2021 because the County does not anticipate enough revenue for new projects. They will keep projects that have been cutoff on a list for potential funding in the future. This is disappointing, but not unexpected. The Murray Theater renovation will be postponed indefinitely.

Effective Saturday, May 16, 2020, most of the State went from the orange phase to the yellow phase. The City is working to determine how that impacts its operations. Most of the City Administration offices are open and are adhering to social distancing practices. The playgrounds, pickleball courts, and pavilions were open on Saturday with some restrictions having to do with social distancing. Some of the recreation programs are expected to open in June. The public is encouraged to check the City's website at the end of the week for more information as the City is working through the details of some of these openings. The Parks Center is working towards opening on June 1, 2020 with some restrictions. The Library is working towards opening with limited capacity but a date for that has not been determined.

Installation of the new playground at Germania park started today.

The City is implementing a new monthly e-newsletter that will go out in the middle of each month. Residents can sign up to receive the newsletter

The secondary art show began today at the Fashion Place Mall. It will run through Thursday, May 21, 2020.

Councilmember Dominguez asked the Mayor about the guidelines for the playgrounds.

Mayor Camp replied he believes the guidelines require sanitizing once a week, however, he encouraged parents to bring sanitizer for their children when going to the park.

Councilmember Dominguez asked if the fundraising committee for the Murray Theater was able to raise any money and where that money will go.

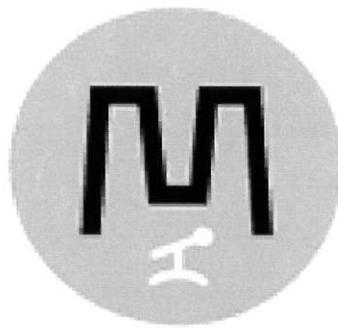
Mayor Camp replied the City had a group but the contract had not been signed yet and the City has not accepted any funds for the theater that would need to be redistributed or returned.

**Adjournment**

The meeting was adjourned at 7:36 p.m.

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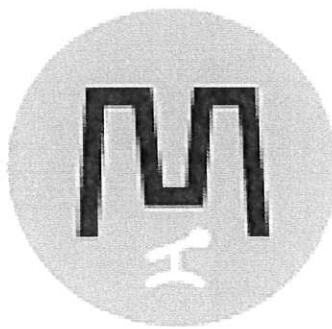
Jennifer Kennedy, City Recorder



**MURRAY**  
CITY COUNCIL

# Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY  
CITY COUNCIL

# Consent Agenda



**MURRAY**

## **Mayor's Office**

### **Appointment of Lily Ellingson to the Arts Advisory Board.**

#### **Council Action Request**

**Council Meeting**

Meeting Date: June 2, 2020

<b>Department Director</b> Kim Sorensen	<b>Purpose of Proposal</b> Appointment of board member.
<b>Phone #</b> 801-264-2619	<b>Action Requested</b> Consider confirmation of the Mayor's appointment of Lily Ellingson to the Arts Advisory Board.
<b>Presenters</b> Mayor Camp	<b>Attachments</b> Resume
	<b>Budget Impact</b> None
<b>Required Time for Presentation</b>	<b>Description of this Item</b> Lily Ellingson will be appointed to the Arts Advisory Board from June 1, 2020 - January 1, 2023. She will be filling the position vacated by Michelle Robbins.
<b>Is This Time Sensitive</b> Yes	Lily resides in Council District 5.
<b>Mayor's Approval</b> 	
<b>Date</b> May 19, 2020	

# Lily Ellingson

## EDUCATION

### Skyline High School

Year of 2015

Member of Astronomy Club (2012-2015)

President of Astronomy Club (2014-2015)

Member of Drama Club (2013-2015)

### University of Utah

2015 - present

Honors Painting and Drawing major with Spanish minor

Artists Residency at the Nicholson-Taft Center (2018)

Refugee Resettlement Praxis Lab (2018-19)

Honors at Entrance Scholarship

President of BFA Club (2019)

Committee Chair for LDSSA (2019)

## EMPLOYMENT HISTORY

### Great Harvest Bread Co. Bakery & Cafe (Holladay, Utah)

Closer/Evening Manager: December 2017 - August 2018

- Closed out the cash register at the end of the day, as well as handled the accounting for the days transactions
- Supervised the work of high school and college aged employees
- Customer service
- Closed the store

Baker/Cashier: June 2015 - January 2016

- Baked and packaged product
- Retail, set up the cash register, sales transactions
- Cleaned and set up displays

### Hogle Zoo (Salt Lake City, Utah)

Retail: June 2014 - August 2014

- Set up displays, sales transactions

### Sam Johnson (Holladay, Utah)

Child Care: January 2011 - January 2014

- Cared for two young boys 9-10 hours a week

Anna Barsukov (Sandy, Utah)

Personal Tutor: October 2018 - Present

- Helped a high school student learn and understand coursework, including spanish, geometry, and high level literature and history content

## **SERVICE**

Stage Manager (Skyline High)

January 2013-May 2013

- Coordinated stage crew work, in charge of managing props
- Oversaw every show during the run of the production

Missionary with the LDS Church (Chile, Rancagua)

May 2016- November 2017

- Held various leadership positions
- Conducted training on a one on one basis, as well as in larger groups.

## **Hobbies & Interests**

Vocal performance

Hiking and outdoors

Theater

Spanish

## **References**

Stephen Washbourne (801) 554-7090

Owner

(801) 450-5202

Great Harvest Bread Co. Bakery & Cafe  
4655 S 2300 E, Holladay, UT 84117

Peggy McVea

Manager

(801) 520-7120

Great Harvest Bread Co. Bakery & Cafe  
4655 S 2300 E, Holladay, UT 84117

Sam Johnson

Employer



**MURRAY**

# **Mayor's Office**

## **Reappointment of Vicki Matsumori to the Library Board.**

### **Council Action Request**

#### **Council Meeting**

Meeting Date: June 2, 2020

<b>Department Director</b> Kim Fong	<b>Purpose of Proposal</b> Reappointment of board member
<b>Phone #</b> 801-264-2585	<b>Action Requested</b> Consider confirmation of the Mayor's reappointment of Vicki Matsumori to the Library Board.
<b>Presenters</b> Mayor Camp	<b>Attachments</b> Biography
	<b>Budget Impact</b> None
<b>Required Time for Presentation</b>	<b>Description of this Item</b> Vicki Matsumori will be reappointed to the Library Board from June 30, 2020 - June 30, 2023.
<b>Is This Time Sensitive</b> Yes	Resides in District 5.
<b>Mayor's Approval</b> 	
<b>Date</b> May 19, 2020	

Vicki Matsumori  
Murray, UT 84107

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June 10, 2017

Mayor Ted Eyre  
5025 S State Street, 2<sup>nd</sup> floor  
Murray, UT 84107

Dear Mayor Eyre,

I understand there will soon be an opening on the Murray Library Board and hope you will consider me as a board member.

My main qualifications are that I love books and I love to read. The Murray Library on Vine Street was a second home during my childhood. Our family lived on 9th East and 50th South. Every other week my parents would drop me off and return to get me an hour later. The children's books were on the lower level and the adult books were upstairs. I recall even having a very naïve goal of reading every book in the library.

Many years later, when Jim served as the stake president for the Murray Utah Stake, our stake was asked to help move the books to the new 5300 South location. I was part of the group who helped re-shelf the books once they arrived at their new home. The library has continued to be an important part of our family. Our three children used the Murray Library for their high school research projects – in the pre-internet days. And now my grandchildren frequent the library as patrons.

While I have had opportunity to serve the Murray School District and the LDS Church over the years, I have not yet had a chance to give back to the Murray Community and would be proud to do so now in a board capacity. Thank you for your consideration of this position.

Sincerely,



Vicki Matsumori



**MURRAY**

## **Mayor's Office**

### **Reappointment of Nicholas Skene to the Library Board.**

#### **Council Action Request**

**Council Meeting**

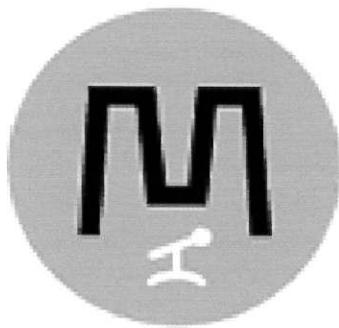
Meeting Date: June 2, 2020

<b>Department Director</b> Kim Fong	<b>Purpose of Proposal</b> Reappointment of board member
<b>Phone #</b> 801-264-2585	<b>Action Requested</b> Consider confirmation of the Mayor's reappointment of Nicholas Skene to the Library Board.
<b>Presenters</b> Mayor Camp	<b>Attachments</b> Resume
<b>Budget Impact</b>	<b>Description of this Item</b> None
<b>Required Time for Presentation</b>	Nicholas Skene will be reappointed to the Library Board from June 30, 2020 - June 30, 2023.
<b>Is This Time Sensitive</b> Yes	Resides in District 4.
<b>Mayor's Approval</b> 	
<b>Date</b> May 19, 2020	

# Nicholas A. Skene

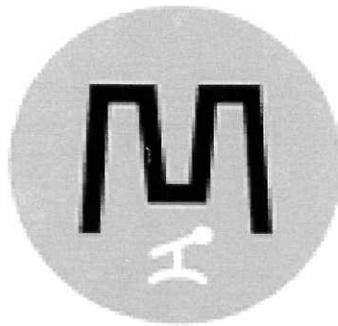
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<b>EXPERIENCE</b>	<b>Sylvan Learning Center</b> <i>Owner</i>	<i>Salt Lake Valley, UT</i>
2009 – Present	Purchased existing Sylvan franchises and have grown year-over-year revenues 10% in a challenging economic environment.	
2006 – 2008	<b>FirstService Corp. (Nasdaq:FSRV)</b> <i>Investment Manager</i>	<i>Valley Forge, PA</i>
	Primary role in FirstService Financial, a three person group that looks for value through aggregation of FirstService Affiliate business activities, including money management, lending and other services. Managed and grew an investment product with current revenue run rate of \$10M and growth of 65%.	
Summer 2005	<b>Citigroup Alternative Investments</b> <i>Private Equity Intern</i>	<i>New York, NY</i>
	Built revenue model for private equity group and reported to CFO. Worked with Principals to analyze potential investments and manage current portfolio assets.	
2003 – 2004	<b>3form, Inc.</b> – leading provider architecture/interior design products <i>Director of Business Development</i>	<i>Salt Lake City, UT</i>
	Developed business and co-managed 70 person sales force in recently formed business. Developed 14 country international sales force in eight months. Managed CEO projects, including valuation, acquisitions and product development. Managed introduction of market leading product line and managed several high-level programs. Value creator in business with 80% Revenue growth.	
1999 – 2002	<b>Tucker Anthony Sutro, Inc.</b> <i>Senior Analyst - Investment Banking</i>	<i>Milwaukee, WI</i>
	Facilitated transactions with entrepreneurial middle-market companies, often working directly with a Managing Director. Transaction types included M&A advisory, both sell-side and buy-side transactions, as well as fairness opinions, public offerings and private placement financings. Drafted M&A memorandums, financing prospectuses and marketing materials.	
	Skills developed include:	
	<ul style="list-style-type: none"><li>• Constructed especially complex cash flow models for the group/developed valuation techniques</li><li>• Meticulously analyzed financial statements for important elements</li><li>• Prepared first draft of all memorandums and presentations for one Managing Director</li></ul>	
	Transaction examples include:	
	<ul style="list-style-type: none"><li>• Sell-side: Targeted key CEO and conducted Rollup/LBO of two EMS companies in the Northeast</li><li>• Buy-side: Developed valuation strategies for large Midwestern truck manufacturer that acquired a tow truck manufacturer</li><li>• Public offering: Key valuation contact for Stratos Lightwave (Nasdaq: STLW) spinoff</li></ul>	
<b>EDUCATION</b>	<b>University of Pennsylvania, Wharton School</b>	<i>Philadelphia, PA</i>
2006	Master of Business Administration, Investments	
	<ul style="list-style-type: none"><li>• Philly Club President, Private Equity Conference Organizer</li></ul>	
1999	Bachelor of Science, Finance concentration – <i>cum laude</i>	
	<ul style="list-style-type: none"><li>• Deans List, Graduation in 3 years</li></ul>	
<b>INTERESTS</b>	Running, Stocks, Writing, Past Volunteer for Salt Lake County Aging Services, Ronald McDonald House	



**MURRAY**  
CITY COUNCIL

# Public Hearings



MURRAY  
CITY COUNCIL

# Public Hearing #1

MURRAY CITY CORPORATION

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 2<sup>nd</sup> day of June, 2020, at the hour of 6:30 p.m. of said day, the Murray City Municipal Council will hold and conduct a Public Hearing on and pertaining to closing and vacating a portion of 4<sup>th</sup> Avenue between the proposed Hanauer Street alignment and Poplar Street, Murray City, Salt Lake County, State of Utah.

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

The hearing will be held electronically in accordance with Executive Order 2020-5 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 52-4-207 due to Infectious Disease COVID 19 Novel Coronavirus issued by Governor Herbert on March 18, 2020 and Murray City Council Resolution #R20-13 adopted on March 17, 2020.

The public may view the hearing via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/MurrayCityUtah/>. No physical meeting location will be available.

If you would like to submit comments for the public hearing you may do so by sending an email in advance or during the meeting to [city.council@murray.utah.gov](mailto:city.council@murray.utah.gov). Comments are limited to less than 3 minutes; include your name and contact information, and they will be read into the record.

DATED this 18<sup>th</sup> day of May, 2020.

MURRAY CITY CORPORATION

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Jennifer Kennedy  
City Recorder

DATES OF PUBLICATION: May 22, 2020  
PH 20-17A

After recording, return to:  
City Attorney's Office  
Murray City Corporation  
5025 South State Street  
Murray UT 84107

Mail tax notice to:

Affected Parcel ID Nos:  
22-07-108-009  
22-07-151-009  
22-07-151-030

ORDINANCE NO. \_\_\_\_

AN ORDINANCE PERMANENTLY CLOSING AND VACATING A  
PORTION OF 4<sup>TH</sup> AVENUE BETWEEN THE PROPOSED HANAUER  
STREET ALIGNMENT AND POPLAR STREET, MURRAY CITY, SALT  
LAKE COUNTY, STATE OF UTAH

WHEREAS, the Murray City Municipal Council received a petition to vacate a portion of a public street and an alleyway from the Murray City Public Works Department; and

WHEREAS, the petition requested that a portion of 4<sup>th</sup> Avenue (sometimes known as "Fourth Avenue") between the proposed Hanauer Street alignment and Poplar Street, Murray, Salt Lake County, State of Utah, be permanently closed and the rights-of-way vacated; and

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

WHEREAS, the request was made in order to facilitate the proposed construction of the Hanauer Street extension and alignment; and

WHEREAS, the Murray City Municipal Council finds good cause to permanently close a portion of 4<sup>th</sup> Avenue between the proposed Hanauer Street alignment and Poplar Street, Murray, Salt Lake County, State of Utah, and to vacate the right-of-way; that the action will not be detrimental to the public interest, nor materially injure any

person or the public interest; and that said portion of 4<sup>th</sup> Avenue should be permanently closed and the right-of-way vacated; and

WHEREAS, the Murray City Municipal Council finds that there is filed a written consent to the vacation by the owners of the properties adjacent to the portion of right-of-way being vacated; that affected entities have been given notice and have been consulted; that owners of record of each parcel accessed by the right-of-way have been given notice; and that notice has been published and a public hearing has been held on \_\_\_\_\_, 2020 pursuant thereto, all as required by law.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1.* That a portion of 4<sup>th</sup> Avenue (sometimes also known as "Fourth Avenue") between the proposed Hanauer Street alignment and Poplar Street, Murray, Salt Lake County, State of Utah, is permanently closed and the right-of-way is vacated and that the City releases any and all title, right or interest it may have in the described parcel, SUBJECT TO any easement or right-of-way of any lot owner and the franchise rights of any public utility. The portion of right-of-way hereby vacated is particularly described as follows:

**Part of 4<sup>th</sup> Avenue to be Vacated (4<sup>th</sup> Avenue from Poplar to 45 East)**

**Also known as (Fourth Avenue)**

A parcel of land, being part of the existing right of way of 4<sup>th</sup> Avenue, Murray City, situate in the NW1/4NW1/4 of Section 7, T.2 S., R.1 E., S.L.B.& M. The boundaries of said parcel of land are described as follows:

Beginning the intersection of the southerly right of way line of 4<sup>th</sup> Avenue and the westerly right of way line of Poplar Street, which point is approximately 418.6 feet East and approximately 1072.88 feet South from the Northwest Corner of said Section 7; said point of beginning is more particularly described as 104.18 feet N.0°19'40"E. along the monument line in State Street and 413.71 feet N.89°37'21"W. from a Salt Lake County monument in the intersection of State Street and Vine Street; and running thence N.89°37'21"W. 93.10 feet along said southerly right of way line; thence northerly 50.49 feet along the arc of a 546.50-foot radius non-tangent curve to the left (Note: Chord to said curve bears N.7°29'51"W. for a distance of 50.48 feet) to the northerly right of way line of said 4<sup>th</sup> Avenue; thence S.89°37'21"E. 99.97 feet along said northerly right of way line to the westerly right of way line of Poplar Street; thence S.0°18'59"W. 50.00 feet along said westerly right of way line of Poplar Street to the point of beginning. The above described parcel of land contains 4,807 square feet or 0.110 acre.

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

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MURRAY CITY MUNICIPAL COUNCIL

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Dale M. Cox, Chair

ATTEST:

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Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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D. Blair Camp, Mayor

ATTEST:

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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 \_\_\_\_\_, 2020.

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Jennifer Kennedy, City Recorder



**MURRAY**

**Council Action Request**

# Murray City Public Works

## Petition to vacate right-of-way on a portion of 4th Avenue

### Council Meeting

Meeting Date: May 19, 2020

<b>Department</b> Director Danny Astill	<b>Purpose of Proposal</b> Murray Public Works Petition to Vacate a portion of 4th Avenue
<b>Phone #</b> 801-270-2404	<b>Action Requested</b> Hold public hearing and approve petition
<b>Presenters</b> Danny Astill	<b>Attachments</b> Petition to vacate right-of-way with all related information, resolution
<b>Required Time for Presentation</b>	<b>Budget Impact</b> No new budget impacts expected outside of the current budget.
<b>Is This Time Sensitive</b> Yes	<b>Description of this Item</b> Murray City Public Works Department is petitioning the Murray City Municipal Council to consider vacating a portion of 4th Avenue between the proposed Hanauer Street alignment and Poplar Street. The right-of-way was planned to be vacated as part of the MCCD redevelopment project and is now needed to re-establish a replacement parking area for the adjacent property owner impacted by the Hanauer Street extension.
<b>Mayor's Approval</b> 	
<b>Date</b> May 5, 2020	



MURRAY CITY CORPORATION  
PUBLIC WORKS

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To: Murray City Municipal Council  
From: Murray City Public Works Department  
Date: April 1, 2020  
Re: Petition to Vacate a portion of 4<sup>th</sup> Avenue

The Murray Public Works Department is petitioning the Murray City Municipal Council to consider vacating a portion of 4<sup>th</sup> Avenue between the proposed Hanauer Street alignment and Poplar Street. This right-of-way has been planned to be vacated as part of the MCCD Redevelopment Project and is now needed to re-establish a parking lot for a property owner impacted by the Hanauer Street extension.

If vacated, the south portion of 4<sup>th</sup> Avenue will be used to relocate a parking lot for the David H. Day and Susan B. Day property located at 45 East Vine Street. A legal description, property map and parking lot layout has been attached for your review and consideration.

Sincerely,

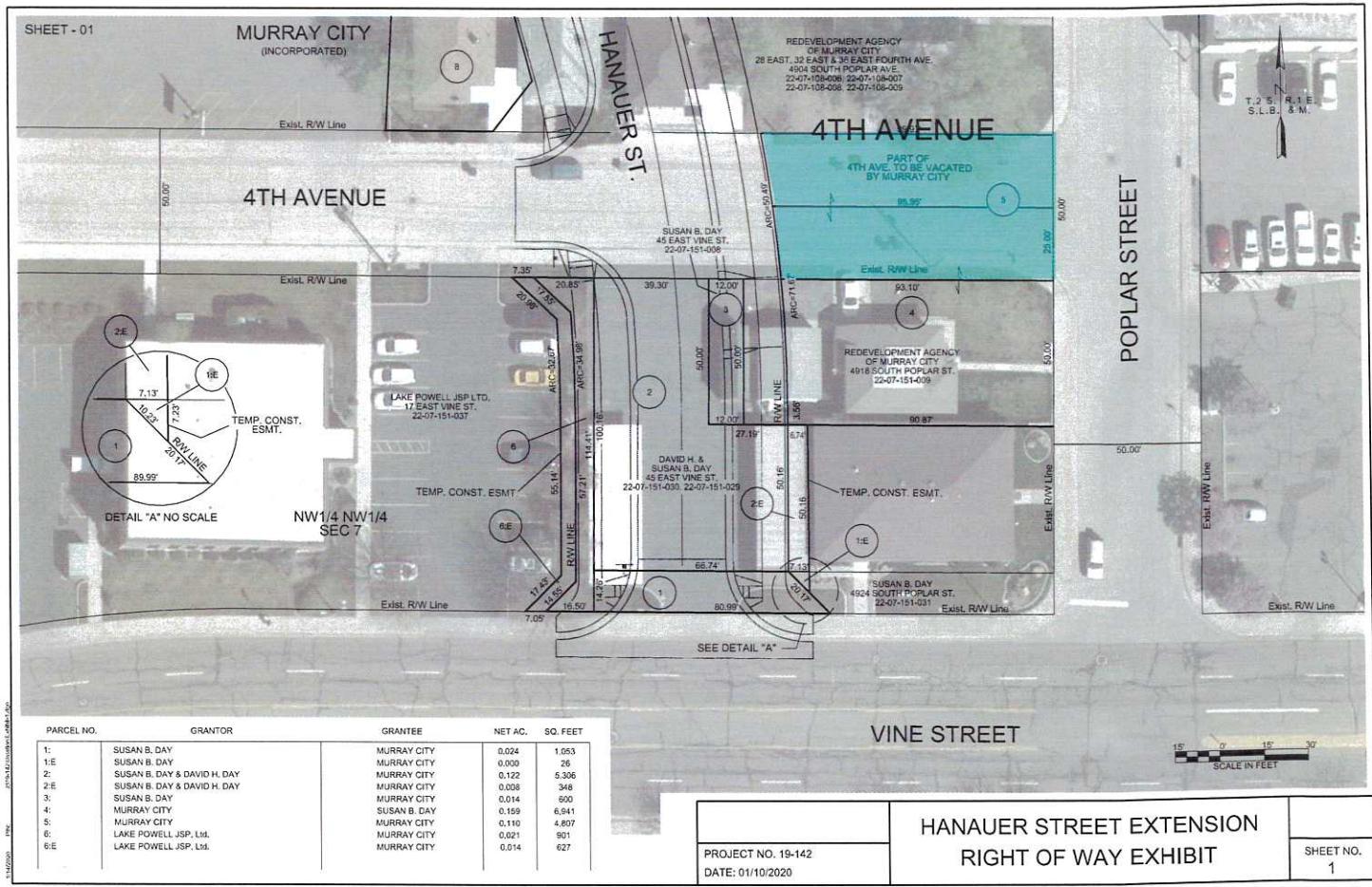
Danny Astill, Public Works Director

## Petition 1

### **PARCEL 5 – Part of 4<sup>th</sup> Avenue to be Vacated (4<sup>th</sup> Avenue from Poplar to 45 East) Also known as (Fourth Avenue)**

A parcel of land, being part of the existing right of way of 4<sup>th</sup> Avenue, Murray City, situate in the NW1/4NW1/4 of Section 7, T.2 S., R.1 E., S.L.B.& M. The boundaries of said parcel of land are described as follows:

Beginning the intersection of the southerly right of way line of 4<sup>th</sup> Avenue and the westerly right of way line of Poplar Street, which point is approximately 418.6 feet East and approximately 1072.88 feet South from the Northwest Corner of said Section 7; said point of beginning is more particularly described as 104.18 feet N.0°19'40"E. along the monument line in State Street and 413.71 feet N.89°37'21"W. from a Salt Lake County monument in the intersection of State Street and Vine Street; and running thence N.89°37'21"W. 93.10 feet along said southerly right of way line; thence northerly 50.49 feet along the arc of a 546.50-foot radius non-tangent curve to the left (Note: Chord to said curve bears N.7°29'51"W. for a distance of 50.48 feet) to the northerly right of way line of said 4<sup>th</sup> Avenue; thence S.89°37'21"E. 99.97 feet along said northerly right of way line to the westerly right of way line of Poplar Street; thence S.0°18'59"W. 50.00 feet along said westerly right of way line of Poplar Street to the point of beginning. The above described parcel of land contains 4,807 square feet or 0.110 acre.



**Petition 1**

**4<sup>th</sup> Avenue and 5 East Right-of-Way Vacation – Affected Properties**

**4<sup>th</sup> Avenue – 50 East to Poplar Street**

The Redevelopment Agency of Murray City  
4904 South Poplar Street  
Murray UT 84107  
22-07-108-009

The Redevelopment Agency of Murray City  
4918 South Poplar Street  
Murray UT 84107  
22-07-151-009

David H. Day & Susan B. Day  
45 East Vine Street  
Murray, UT 84107  
22-07-151-030

**ROW VACATION MAILING LIST**  
**300' radius buffer**  
**4/1/2020**

Day Murray Music Properties, LLC  
6078 S Sierra Grande Dr  
Taylorsville UT 84129

Minos Land Development, LLC  
1286 E Woodridge Cir  
Salt Lake City UT 84121

Wasatch Mountain Property  
Management, LLC  
8026 S Jackson St  
Midvale UT 84047

75 Regal Lc  
4700 S State St  
Murray UT 84107

Boxelder Vine Investments LLC  
14 W Vine St  
Murray UT 84107

Carole O Rasmusson;  
Jeffrey Pixton (Jt)  
4874 S Box Elder St  
Murray UT 84107

Darrell G Jones; Karen Jones (Jt)  
1994 W Western Charm Dr  
Riverton UT 84065

Day Murray Music Inc  
4914 S State St  
Murray UT 84107

F & LDFT  
35 E 100 S # 1804  
Salt Lake City UT 84111

Affordable Housing & Alliance, Lc  
Po Box 981616  
Park City UT 84098

Four Line, Inc  
8300 S County Line Rd  
Oklahoma City OK 73169

Semper Fi Properties, LLC;  
John H Grant  
4778 S Hanauer St  
Murray UT 84107

2017 Bush Family Trust 9/25/2017  
4903 S Box Elder St  
Murray UT 84107

Boxelder Vine Investments LLC  
14 W Vine St  
Murray UT 84107

Curtis J Stirling;  
L Kay Stirling (Jt)  
3682 W 5180 S  
Taylorsville UT 84129

David H Day; Suan B Day (Tc)  
45 E Vine St  
Murray UT 84107

Delynn F Barney  
4902 S Box Elder St  
Murray UT 84107

Four Line Inc  
8300 S County Line Rd  
Oklahoma City OK 73169

Iris Bldg Historic Restoration Condo  
Mgmt Committee  
Po Box 57727  
Murray UT 84157

Dar Enterprises, LLC  
Po Box 712020  
Salt Lake City UT 84171

IHC Health Services, Inc  
Po Box 3390  
Salt Lake City UT 84110

Upc, Inc  
4793 S State Str  
Murray UT 84107

4902 State LLC  
5958 S Suwannee Cir  
Murray UT 84123

Birkha Acharya;  
Renuka Acharya (Jt)  
4777 S Hanauer St  
Murray UT 84107

Bruce James Parsons;  
Wendy Jean Parsons Baker (Jt)  
120 E 4800 S  
Murray UT 84107

Danny Dong; Gu Y Gao (Jt)  
9640 S Indian Ridge Dr  
Sandy UT 84092

Earnest Iii Skinner;  
Kelly Skinner (Jt)  
4782 S Hanauer St  
Murray UT 84107

Frank Diana  
35 E 100 S # 1804  
Salt Lake City UT 84111

Gene V Lockhart  
4792 S Box Elder St  
Murray UT 84107

Fraternal Order Of Eagles Murray  
Aerie #1760  
10 W Fourth Ave  
Murray UT 84107

LC Murray Parking  
Po Box 981616  
Park City UT 84098

Kidz Academy Preschool And  
Childcare Inc  
4716 S 200 W  
Murray UT 84107

GKART  
Po Box 17100  
Holladay UT 84117

Mathew G Findlay;  
Maria S Findlay  
126 E 4800 S  
Murray UT 84107

Michelle Johnson  
4794 S Box Elder St  
Murray UT 84107

Lake Powell Jsp Ltd  
1329 E Crossgrove Ct  
Draper UT 84020

Michael Todd Construction Inc  
Po Box 981616  
Park City UT 84098

Murray City  
5025 S State St  
Murray UT 84107

Ltd Ofp;  
Marjorie N Pett Family LLC  
404 E 4500 S # A12  
Murray UT 84107

Michelle P Lundein (Tc)  
6236 S Turpin St  
Murray UT 84107

RSB Trust; Pj Cueni Trust  
Po Box 1146  
San Luis Obispo CA 93406

Ru Westwood LLC  
1600 S State St  
Salt Lake City UT 84115

Paul D Brown; Judy Brown (Jt)  
838 E 4125 S  
Murray UT 84107

Sej Asset Management & &  
Investment Company  
3200 Hackberry Rd  
Irving TX 75063

Thrd Rst Bjp Intv Tr Agr; Bruce  
James Parsons; Wendy Jean  
Pasons Baker  
120 E 800 S  
Salt Lake City UT 84111

S R G Investments;  
CMH Family LLC  
5 E 4800 S  
Murray UT 84107

The Redevelopment Agency Of  
Murray City  
5025 S State St  
Murray UT 84107

Tr Bjp Ivtra  
120 E 4800 S  
Murray UT 84107

Susan B Day  
45 E Vine St  
Murray UT 84107

Torger E Hagen  
23 E 4800 S  
Murray UT 84107

University Of Utah  
505 S Wakara Wy  
Salt Lake City UT 84108

Tmmi Investments LLC  
29 W 4800 S  
Murray UT 84107

U S West Newvector Group Inc  
Po Box 2599  
Olathe KS 66063

Walker Bank & Trust Co  
Po Box 2609  
Carlsbad CA 92018

Tracee Hansen  
4383 N Country Wood Dr  
Lehi UT 84043

Verizon Wireless LLC  
Po Box 635  
Basking Ridge NJ 07920

Wasatch Gas Co  
Po Box 27026  
Richmond VA 23216

Utah Transit Authority  
669 West 200 South  
SLC UT 84101

Wasatch Affordable Ventures LLC  
595 S Riverwoods Pkwy  
Logan UT 84321

CenturyLink  
250 E 200 S  
Salt Lake City, Utah 84111

William Garrick & Susan M Wright  
Trust 8/18/2017  
563 E Spruce Glen Rd  
Murray UT 84107

Comcast  
ATTN: Greg Miller  
1350 Miller Ave.  
SLC UT 84106

UTOPIA  
Attn: Brian Kelsey  
5858 South 900 East  
MURRAY UT 84121

Dominion Energy  
Attn: Tasha Christensen  
PO Box 45360  
Salt Lake City, UT 84145

Keith Perkins  
UTOPIA  
2175 South Redwood Rd.  
West Valley City, UT 84119

David Mascarenas  
Comcast  
1350 East Miller Ave.  
Salt Lake City, UT 84106

Darren Keller  
CenturyLink  
474 East 1325 South  
Provo, UT 84606

Aaron Leach  
UTOPIA  
5858 South 900 East  
Murray, UT 84121

Matt Young  
Comcast  
1350 East Miller Ave.  
Salt Lake City, UT 84106

MAILING CERTIFICATE

PROPOSAL TO VACATE PUBLIC RIGHT-OF-WAY

Public Hearing No.\_\_\_\_\_

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a notice of the public hearing regarding the proposed permanent closure of a portion of 4<sup>th</sup> Avenue between the proposed Hanauer Street alignment and Poplar Street, Murray, Utah, was mailed by first-class mail, postage paid, to the following owners of real property that is accessed by the portion of public right-of-way proposed to be closed and vacated:

David H. Day & Susan B. Day  
45 East Vine Street  
Murray, UT 84107

D. Blair Camp, Executive Director  
Redevelopment Agency of Murray City  
5025 South State Street  
Murray, UT 84107

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Jennifer Kennedy  
Murray City Recorder

## NOTICE TO AFFECTED ENTITIES

Notice is hereby given that the Murray City Public Works Department is currently reviewing a proposal to permanently close a portion of 4<sup>th</sup> Avenue between the proposed Hanauer Street alignment and Poplar Street, Murray, Utah, and to vacate the right-of-way described in the attached documents. The action of the Murray City Council vacating some or all of a street or right-of-way that has been dedicated to public use may not be construed to impair any right-of-way or easement of any lot owner or the franchise rights of any public utility which may be located in this particular right-of-way parcel.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

### MAILING CERTIFICATE

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

Blaine Haacke Murray City Power Department 153 W 4800 S Murray, Utah 84107	UDOT – Region 2 Attn: Mark Velasquez 2010 S 2760 W SLC, UT 84104	Keith Perkins UTOPIA 2175 South Redwood Rd. West Valley City, UT 84119
Dominion Energy Attn: Tasha Christensen PO Box 45360 Salt Lake City, UT 84145	Cory Wells Murray City Water 4646 S 500 W Murray, UT 84123	Aaron Leach UTOPIA 5858 South 900 East Murray, UT 84121
Utah Power & Light Attn: Kim Felice 12840 Pony Express Road Draper, UT 84020	Rocky Mountain Power 201 S Main Street, Ste 2300 SLC, UT 84111 SLC, UT 84140	UTOPIA Attn: Brian Kelsey 5858 South 900 East MURRAY UT 84121
Cottonwood Improvement Attn: Lonn Rasmussen 8620 S Highland Dr Sandy, UT 84093	Central Utah Water Dist 355 W University Parkway Orem, UT 84058	Comcast Attn: Greg Miller 1350 Miller Ave SLC, UT 84106
Darren Keller CenturyLink 474 East 1325 South Provo, UT 84606	Utah Transit Authority Attn: Planning Dept PO Box 30810 SLC, UT 84130-0810	Comcast Attn: Joseph Silverzweig 9602 South 300 West Sandy, UT 84070

Jordan Valley Water  
Attn: Lori Fox  
8215 S 1300 W  
West Jordan, UT 84088

CenturyLink  
250 E 200 S  
Salt Lake City, Utah 84111

Comcast  
Attn: Matt Young  
1350 Miller Ave  
SLC, UT 84106

David Mascarenas  
Comcast  
1350 East Miller Ave.  
Salt Lake City, UT 84106

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Murray City Recorder's Office

**P/C AGENDA MAILINGS**  
“AFFECTED ENTITIES”  
Updated 11/2017

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

CHAMBER OF COMMERCE  
ATTN: STEPHANIE WRIGHT  
5250 S COMMERCE DR #180  
MURRAY UT 84107

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

DOMINION ENERGY  
ATTN: BRAD HASTY  
P O BOX 45360  
SLC UT 84145-0360

CENTRAL UTAH WATER DIST  
355 W UNIVERSITY PARKWAY  
OREM UT 84058

SANDY CITY  
PLANNING & ZONING  
10000 CENTENNIAL PRKwy  
SANDY UT 84070

MILLCREEK  
Attn: Planning & Zoning  
3330 South 1300 East  
Millcreek, UT 84106

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

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

MURRAY SCHOOL DIST  
ATTN: ROCK BOYER  
5102 S Commerce Drive  
MURRAY UT 84107

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

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

HOLLADAY CITY  
PLANNING DEPT  
4580 S 2300 E  
HOLLADAY UT 84117

UTOPIA  
Attn: JAMIE BROTHERTON  
5858 So 900 E  
MURRAY UT 84121

**GENERAL PLAN MAILINGS:**

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

MIDVALE CITY  
PLANNING DEPT  
7505 S HOLDEN STREET  
MIDVALE UT 84047

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

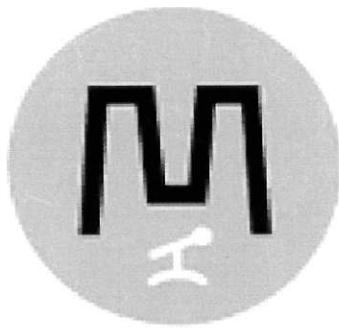
JORDAN VALLEY WATER  
ATTN: LORI FOX  
8215 S 1300 W  
WEST JORDAN UT 84088

COTTONWOOD HEIGHTS CITY  
ATTN: PLANNING & ZONING  
2277 E Bengal Blvd  
Cottonwood Heights, UT 84121

COMCAST  
ATTN: GREG MILLER  
1350 MILLER AVE  
SLC UT 84106

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

UTAH AGRC  
STATE OFFICE BLDG #5130  
SLC UT 84114



**MURRAY**  
CITY COUNCIL

# **Public Hearing**

## **#2**

MURRAY CITY CORPORATION  
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 2<sup>nd</sup> day of June, 2020, at the hour of 6:30 p.m. of said day, the Murray City Municipal Council will hold and conduct a Public Hearing on and pertaining to closing and vacating a portion of Poplar Street from 4800 South to 5<sup>th</sup> Avenue, Murray City, Salt Lake County, State of Utah.

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

The hearing will be held electronically in accordance with Executive Order 2020-5 Suspending the Enforcement of Provisions of Utah Code 52-4-202 and 52-4-207 due to Infectious Disease COVID 19 Novel Coronavirus issued by Governor Herbert on March 18, 2020 and Murray City Council Resolution #R20-13 adopted on March 17, 2020.

The public may view the hearing via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/MurrayCityUtah/>. No physical meeting location will be available.

If you would like to submit comments for the public hearing you may do so by sending an email in advance or during the meeting to [city.council@murray.utah.gov](mailto:city.council@murray.utah.gov). Comments are limited to less than 3 minutes; include your name and contact information, and they will be read into the record.

DATED this 18<sup>th</sup> day of May, 2020.

MURRAY CITY CORPORATION

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Jennifer Kennedy  
City Recorder

DATES OF PUBLICATION: May 22, 2020  
PH 20-16A

After recording, return to:  
City Attorney's Office  
Murray City Corporation  
5025 South State Street  
Murray UT 84107

Mail tax notice to:

Affected Parcel ID Nos:

22-07-105-016  
22-07-105-003  
22-07-105-004  
22-07-105-010  
22-07-104-007  
22-07-104-005  
22-07-104-021

ORDINANCE NO. \_\_\_\_

AN ORDINANCE PERMANENTLY CLOSING AND VACATING A  
PORTION OF POPLAR STREET FROM 4800 SOUTH TO 5<sup>TH</sup> AVENUE,  
MURRAY CITY, SALT LAKE COUNTY, STATE OF UTAH

WHEREAS, the Murray City Municipal Council received a petition to vacate a portion of a public street and an alleyway from the Murray City Public Works Department; and

WHEREAS, the petition requested that a portion of Poplar Street from 4800 South to 5<sup>th</sup> Avenue, Murray, Salt Lake County, State of Utah, be permanently closed and the rights-of-way vacated; and

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

WHEREAS, the request was made in order to facilitate the MCCD Redevelopment Project and is needed for the new City Hall east parking lot; and

WHEREAS, the Murray City Municipal Council finds good cause to permanently close a portion of Poplar Street from 4800 South to 5<sup>th</sup> Avenue, Murray, Salt Lake County, State of Utah, and to vacate the right-of-way; that the action will not be

detrimental to the public interest, nor materially injure any person or the public interest; and that said portion of Poplar Street should be permanently closed and the right-of-way vacated; and

WHEREAS, the Murray City Municipal Council finds that there is filed a written consent to the vacation by the owners of the properties adjacent to the portion of right-of-way being vacated; that affected entities have been given notice and have been consulted; that owners of record of each parcel accessed by the right-of-way have been given notice; and that notice has been published and a public hearing has been held on \_\_\_\_\_, 2020 pursuant thereto, all as required by law.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1.* That a portion of Poplar Street from 4800 South to 5<sup>th</sup> Avenue, Murray, Salt Lake County, State of Utah, are permanently closed and the rights-of-way are vacated and that the City releases any and all title, right or interest it may have in the described parcel, SUBJECT TO any easement or right-of-way of any lot owner and the franchise rights of any public utility. The portion of right-of-way hereby vacated are particularly described as follows:

**Part of Poplar Street to be Vacated (Poplar Street from 4800 South to 5<sup>th</sup> Avenue)**

A parcel of land lying and situate in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, being a public road known as Poplar Street, for which the basis of bearing is South 87°53'15" West 873.22 feet measured on a line between the Street Monument at the Intersection of State Street and 4800 South Street and the Witness Corner to the Northeast Corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; more particularly described as follows:

Beginning at a point on the Southerly Right-of-way line of 4800 South Street, said point being South 02°06'45" East 33.00 feet and coincident with said Southerly Right-of-way line, North 87°53'15" East 457.65 feet from the Witness Corner to the Northeast Corner of Section 12 and running;

THENCE coincident with the Southerly Right-of-way line of 4800 South Street, North 87°53'18" East a distance of 50.08 feet to the Easterly Right-of-way line of Poplar Street;

THENCE coincident with said Easterly line, South 00°05'43" West a distance of 449.06 feet to the Northerly Right-of-way line of 5<sup>th</sup> Avenue;

THENCE coincident with said Northerly line, South 89°55'46" West a distance of 50.14 feet to the Westerly Right-of-way line of Poplar Street;

THENCE coincident with said Westerly line, North 00°06'28" East a distance of 447.27 feet more or less to the point of beginning.

Contains 22,449 square feet or 0.52 acres more or less.

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

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MURRAY CITY MUNICIPAL COUNCIL

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Dale M. Cox, Chair

ATTEST:

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Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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D. Blair Camp, Mayor

ATTEST:

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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 \_\_\_\_\_, 2020.

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Jennifer Kennedy, City Recorder



**MURRAY**

# Public Works

## Petition to vacate right-of-way on a portion of Poplar Street

### Council Action Request

Council Meeting

Meeting Date: May 19, 2020

<b>Department</b>	<b>Purpose of Proposal</b>
<b>Director</b>	Murray Public Works Petition to vacate a portion of Poplar Street from 4800 South to 5th Avenue.
<b>Danny Astill</b>	
<b>Phone #</b>	<b>Action Requested</b>
801-270-2440	Public to approve this petition
<b>Presenters</b>	<b>Attachments</b>
Danny Astill	Petition to vacate right-of-way with all related information, resolution
	<b>Budget Impact</b>
	No new budget impacts expected outside of the current budget.
	<b>Description of this Item</b>
<b>Required Time for Presentation</b>	Murray City Public Works Department is petitioning the Murray City Municipal Council to consider vacating a portion of Poplar Street, from 4800 South to 5th Avenue. This right-of-way has been planned to be vacated as part of the MCCD redevelopment project and is required at this time to accommodate the new city hall east parking lot.
<b>Is This Time Sensitive</b>	
Yes	
<b>Mayor's Approval</b>	
	
<b>Date</b>	
May 5, 2020	



MURRAY CITY CORPORATION  
PUBLIC WORKS

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To: Murray City Municipal Council

From: Murray City Public Works Department

Date: April 1, 2020

Re: Petition to Vacate a portion of Poplar Street from 4800 South to 5<sup>th</sup> Avenue

The Murray Public Works Department is petitioning the Murray City Municipal Council to consider vacating a portion of Poplar Street from 4800 South to 5<sup>th</sup> Avenue. This right-of-way has been planned to be vacated as part of the MCCD Redevelopment Project and is now needed for the new City Hall east parking lot.

Legal descriptions, property maps and a parking lot layout have been attached for your review and consideration.

Sincerely,

Danny Astill, Public Works Director

## Petition 2

### **Part of Poplar Street to be Vacated (Poplar Street from 4800 South to 5<sup>th</sup> Avenue)**

A parcel of land lying and situate in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, being a public road known as Poplar Street, for which the basis of bearing is South 87°53'15" West 873.22 feet measured on a line between the Street Monument at the Intersection of State Street and 4800 South Street and the Witness Corner to the Northeast Corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian; more particularly described as follows:

Beginning at a point on the Southerly Right-of-way line of 4800 South Street, said point being South 02°06'45" East 33.00 feet and coincident with said Southerly Right-of-way line, North 87°53'15" East 457.65 feet from the Witness Corner to the Northeast Corner of Section 12 and running;

THENCE coincident with the Southerly Right-of-way line of 4800 South Street, North 87°53'18" East a distance of 50.08 feet to the Easterly Right-of-way line of Poplar Street;

THENCE coincident with said Easterly line, South 00°05'43" West a distance of 449.06 feet to the Northerly Right-of-way line of 5<sup>th</sup> Avenue;

THENCE coincident with said Northerly line, South 89°55'46" West a distance of 50.14 feet to the Westerly Right-of-way line of Poplar Street;

THENCE coincident with said Westerly line, North 00°06'28" East a distance of 447.27 feet more or less to the point of beginning.

Contains 22,449 square feet or 0.52 acres more or less.



**Petition 2**

**Poplar Right-of-Way Vacation – Affected Properties**

Poplar Street – 4800 South to 5<sup>th</sup> Avenue

The Redevelopment Agency of Murray City  
4816 South State Street  
Murray UT 84107  
22-07-105-016

The Redevelopment Agency of Murray City  
4837 South Poplar Street  
Murray UT 84107  
22-07-105-003

The Redevelopment Agency of Murray City  
4843 South State Street  
Murray UT 84107  
22-07-105-004

The Redevelopment Agency of Murray City  
65 East 5<sup>th</sup> Avenue  
Murray UT 84107  
22-07-105-010

The Redevelopment Agency of Murray City  
48 East 4800 South  
Murray UT 84107  
22-07-104-007

Murray City Corporation  
40 East 4800 South  
Murray UT 84107  
22-07-104-005

Murray City Corporation  
4872 South Poplar Street  
Murray UT 84107  
22-07-104-021

**ROW VACATION MAILING LIST  
300' radius buffer  
4/1/2020**

Day Murray Music Properties, LLC  
6078 S Sierra Grande Dr  
Taylorsville UT 84129

Minos Land Development, LLC  
1286 E Woodridge Cir  
Salt Lake City UT 84121

Wasatch Mountain Property  
Management, LLC  
8026 S Jackson St  
Midvale UT 84047

75 Regal Lc  
4700 S State St  
Murray UT 84107

Boxelder Vine Investments LLC  
14 W Vine St  
Murray UT 84107

Carole O Rasmussen;  
Jeffrey Pixton (Jt)  
4874 S Box Elder St  
Murray UT 84107

Darrell G Jones; Karen Jones (Jt)  
1994 W Western Charm Dr  
Riverton UT 84065

Day Murray Music Inc  
4914 S State St  
Murray UT 84107

F & LDFT  
35 E 100 S # 1804  
Salt Lake City UT 84111

Affordable Housing & Alliance, Lc  
Po Box 981616  
Park City UT 84098

Four Line, Inc  
8300 S County Line Rd  
Oklahoma City OK 73169

Semper Fi Properties, LLC;  
John H Grant  
4778 S Hanauer St  
Murray UT 84107

2017 Bush Family Trust 9/25/2017  
4903 S Box Elder St  
Murray UT 84107

Boxelder Vine Investments LLC  
14 W Vine St  
Murray UT 84107

Curtis J Stirling;  
L Kay Stirling (Jt)  
3682 W 5180 S  
Taylorsville UT 84129

David H Day; Suan B Day (Tc)  
45 E Vine St  
Murray UT 84107

Delynn F Barney  
4902 S Box Elder St  
Murray UT 84107

Four Line Inc  
8300 S County Line Rd  
Oklahoma City OK 73169

Iris Bldg Historic Restoration Condo  
Mgmt Committee  
Po Box 57727  
Murray UT 84157

Dar Enterprises, LLC  
Po Box 712020  
Salt Lake City UT 84171

IHC Health Services, Inc  
Po Box 3390  
Salt Lake City UT 84110

Upc, Inc  
4793 S State Str  
Murray UT 84107

4902 State LLC  
5958 S Suwannee Cir  
Murray UT 84123

Birkha Acharya;  
Renuka Acharya (Jt)  
4777 S Hanauer St  
Murray UT 84107

Bruce James Parsons;  
Wendy Jean Parsons Baker (Jt)  
120 E 4800 S  
Murray UT 84107

Danny Dong; Gu Y Gao (Jt)  
9640 S Indian Ridge Dr  
Sandy UT 84092

Earnest Iii Skinner;  
Kelly Skinner (Jt)  
4782 S Hanauer St  
Murray UT 84107

Frank Diana  
35 E 100 S # 1804  
Salt Lake City UT 84111

Gene V Lockhart  
4792 S Box Elder St  
Murray UT 84107

Fraternal Order Of Eagles Murray  
Aerie #1760  
10 W Fourth Ave  
Murray UT 84107

LC Murray Parking  
Po Box 981616  
Park City UT 84098

Kidz Academy Preschool And  
Childcare Inc  
4716 S 200 W  
Murray UT 84107

GKART  
Po Box 17100  
Holladay UT 84117

Mathew G Findlay;  
Maria S Findlay  
126 E 4800 S  
Murray UT 84107

Michelle Johnson  
4794 S Box Elder St  
Murray UT 84107

Lake Powell Jsp Ltd  
1329 E Crossgrove Ct  
Draper UT 84020

Michael Todd Construction Inc  
Po Box 981616  
Park City UT 84098

Murray City  
5025 S State St  
Murray UT 84107

Ltd Ofp;  
Marjorie N Pett Family LLC  
404 E 4500 S # A12  
Murray UT 84107

Michelle P Lundein (Tc)  
6236 S Turpin St  
Murray UT 84107

RSB Trust; Pj Cueni Trust  
Po Box 1146  
San Luis Obispo CA 93406

Ru Westwood LLC  
1600 S State St  
Salt Lake City UT 84115

Paul D Brown; Judy Brown (Jt)  
838 E 4125 S  
Murray UT 84107

Sej Asset Management &  
Investment Company  
3200 Hackberry Rd  
Irving TX 75063

Thrd Rst Bjp Intv Tr Agr; Bruce  
James Parsons; Wendy Jean  
Pasons Baker  
120 E 800 S  
Salt Lake City UT 84111

S R G Investments;  
CMH Family LLC  
5 E 4800 S  
Murray UT 84107

The Redevelopment Agency Of  
Murray City  
5025 S State St  
Murray UT 84107

Tr Bjp Ivtra  
120 E 4800 S  
Murray UT 84107

Susan B Day  
45 E Vine St  
Murray UT 84107

Torger E Hagen  
23 E 4800 S  
Murray UT 84107

University Of Utah  
505 S Wakara Wy  
Salt Lake City UT 84108

Tmmi Investments LLC  
29 W 4800 S  
Murray UT 84107

U S West Newvector Group Inc  
Po Box 2599  
Olathe KS 66063

Walker Bank & Trust Co  
Po Box 2609  
Carlsbad CA 92018

Tracee Hansen  
4383 N Country Wood Dr  
Lehi UT 84043

Verizon Wireless LLC  
Po Box 635  
Basking Ridge NJ 07920

Wasatch Gas Co  
Po Box 27026  
Richmond VA 23216

Utah Transit Authority  
669 West 200 South  
SLC UT 84101

Wasatch Affordable Ventures LLC  
595 S Riverwoods Pkwy  
Logan UT 84321

CenturyLink  
250 E 200 S  
Salt Lake City, Utah 84111

William Garrick & Susan M Wright  
Trust 8/18/2017  
563 E Spruce Glen Rd  
Murray UT 84107

Comcast  
ATTN: Greg Miller  
1350 Miller Ave.  
SLC UT 84106

UTOPIA  
Attn: Brian Kelsey  
5858 South 900 East  
MURRAY UT 84121

Dominion Energy  
Attn: Tasha Christensen  
PO Box 45360  
Salt Lake City, UT 84145

Keith Perkins  
UTOPIA  
2175 South Redwood Rd.  
West Valley City, UT 84119

David Mascarenas  
Comcast  
1350 East Miller Ave.  
Salt Lake City, UT 84106

Darren Keller  
CenturyLink  
474 East 1325 South  
Provo, UT 84606

Aaron Leach  
UTOPIA  
5858 South 900 East  
Murray, UT 84121

Matt Young  
Comcast  
1350 East Miller Ave.  
Salt Lake City, UT 84106

MAILING CERTIFICATE  
PROPOSAL TO VACATE PUBLIC RIGHT-OF-WAY

Public Hearing No.\_\_\_\_\_

I hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2020, a notice of the public hearing regarding the proposed permanent closure of a portion of Poplar Street from 4800 South to 5<sup>th</sup> Avenue, Murray, Utah, was mailed by first-class mail, postage paid, to the following owners of real property that is accessed by the portion of public right-of-way proposed to be closed and vacated:

D. Blair Camp, Mayor  
Murray City Corporation  
5025 South State Street  
Murray, Utah 84107

D. Blair Camp, Executive Director  
Redevelopment Agency of Murray City  
5025 South State Street  
Murray, UT 84107

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Jennifer Kennedy  
Murray City Recorder

## NOTICE TO AFFECTED ENTITIES

Notice is hereby given that the Murray City Public Works Department is currently reviewing a proposal to permanently close a portion of Poplar Street from 4800 South to 5<sup>th</sup> Avenue, Murray, Utah, and to vacate the right-of-way described in the attached documents. The action of the Murray City Council vacating some or all of a street or right-of-way that has been dedicated to public use may not be construed to impair any right-of-way or easement of any lot owner or the franchise rights of any public utility which may be located in this particular right-of-way parcel.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

## MAILING CERTIFICATE

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

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

UDOT – Region 2  
Attn: Mark Velasquez  
2010 S 2760 W  
SLC, UT 84104

Keith Perkins  
UTOPIA  
2175 South Redwood Rd.  
West Valley City, UT 84119

Dominion Energy  
Attn: Tasha Christensen  
PO Box 45360  
Salt Lake City, UT 84145

Cory Wells  
Murray City Water  
4646 S 500 W  
Murray, UT 84123

Aaron Leach  
UTOPIA  
5858 South 900 East  
Murray, UT 84121

Utah Power & Light  
Attn: Kim Felice  
12840 Pony Express Road  
Draper, UT 84020

Rocky Mountain Power  
201 S Main Street, Ste 2300  
SLC, UT 84111  
SLC, UT 84140

UTOPIA  
Attn: Brian Kelsey  
5858 South 900 East  
MURRAY UT 84121

Cottonwood Improvement  
Attn: Lonn Rasmussen  
8620 S Highland Dr  
Sandy, UT 84093

Central Utah Water Dist  
355 W University Parkway  
Orem, UT 84058

Comcast  
Attn: Greg Miller  
1350 Miller Ave  
SLC, UT 84106

Darren Keller  
CenturyLink  
474 East 1325 South  
Provo, UT 84606

Utah Transit Authority  
Attn: Planning Dept  
PO Box 30810  
SLC, UT 84130-0810

Comcast  
Attn: Joseph Silverzweig  
9602 South 300 West  
Sandy, UT 84070

Jordan Valley Water  
Attn: Lori Fox  
8215 S 1300 W  
West Jordan, UT 84088

CenturyLink  
250 E 200 S  
Salt Lake City, Utah 84111

Comcast  
Attn: Matt Young  
1350 Miller Ave  
SLC, UT 84106

David Mascarenas  
Comcast  
1350 East Miller Ave.  
Salt Lake City, UT 84106

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Murray City Recorder's Office

**P/C AGENDA MAILINGS**  
"AFFECTED ENTITIES"  
Updated 11/2017

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

CHAMBER OF COMMERCE  
ATTN: STEPHANIE WRIGHT  
5250 S COMMERCE DR #180  
MURRAY UT 84107

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

DOMINION ENERGY  
ATTN: BRAD HASTY  
P O BOX 45360  
SLC UT 84145-0360

CENTRAL UTAH WATER DIST  
355 W UNIVERSITY PARKWAY  
OREM UT 84058

SANDY CITY  
PLANNING & ZONING  
10000 CENTENNIAL PRKwy  
SANDY UT 84070

MILLCREEK  
Attn: Planning & Zoning  
3330 South 1300 East  
Millcreek, UT 84106

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

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

MURRAY SCHOOL DIST  
ATTN: ROCK BOYER  
5102 S Commerce Drive  
MURRAY UT 84107

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

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

HOLLADAY CITY  
PLANNING DEPT  
4580 S 2300 E  
HOLLADAY UT 84117

UTOPIA  
Attn: JAMIE BROTHERTON  
5858 So 900 E  
MURRAY UT 84121

**GENERAL PLAN MAILINGS:**

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

MIDVALE CITY  
PLANNING DEPT  
7505 S HOLDEN STREET  
MIDVALE UT 84047

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

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

COTTONWOOD HEIGHTS CITY  
ATTN: PLANNING & ZONING  
2277 E Bengal Blvd  
Cottonwood Heights, UT 84121  
COMCAST  
ATTN: GREG MILLER  
1350 MILLER AVE  
SLC UT 84106

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

UTAH AGRC  
STATE OFFICE BLDG #5130  
SLC UT 84114



MURRAY  
CITY COUNCIL

# Public Hearing #3

## Murray City Corporation

### NOTICE OF PUBLIC HEARING

#### NOTICE OF INTENT TO TRANSFER ENTERPRISE FUNDS, PURSUANT TO TITLE 10 CHAPTER 6 OF THE UTAH CODE, AND NOTICE OF ENTERPRISE FUND HEARING

*NOTICE IS HEREBY GIVEN that on the 2nd day of June, 2020, at 6:30 p.m., the Murray City Municipal Council will hold and conduct an enterprise fund hearing electronically as authorized by the Governor's Executive Order 2020-5 (suspending the enforcement of certain provisions of the Open and Public Meetings Act) issued March 18, 2020 and by City Council Resolution No. 20-13 adopted March 17, 2020.*

*The public may view the meeting via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/MurrayCityUtah/>. No physical meeting location will be available.*

*Comments for the enterprise fund hearing may be submitted by sending an email in advance or during the meeting to [city.council@murray.utah.gov](mailto:city.council@murray.utah.gov) . Comments are limited to less than 3 minutes; include your name and contact information, and your comments will be read into the record.*

Murray City Corporation intends to transfer funds from the utility enterprise funds to the general fund as part of the Fiscal Year 2020 - 2021 budget (July 1, 2020 to June 30, 2021). These funds will be used in supplementing City services. Estimated amounts to be transferred from utility enterprise funds to the general fund are as follows: Water Fund \$545,280 or 11.59% of fund expenditures; Wastewater Fund \$419,360 or 7.5% of fund expenditures; and Power Fund \$2,932,240 or 8.22% of fund expenditures. Each amount represents 8% of each fund's revenue, which percentage is unchanged from prior years.

The purpose of the enterprise fund hearing is to receive public comment on the proposed enterprise fund transfers and to comment on enterprise fund data.

DATED this 20<sup>th</sup> day of May, 2020.

MURRAY CITY CORPORATION

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Jennifer Kennedy  
City Recorder

DATE OF PUBLICATION: May 25, 2020  
PH 20-20



**MURRAY**

## Finance & Administration

### FY 2020-2021 Enterprise Fund Transfer

#### Council Action Request

#### Council Meeting

Meeting Date: June 2, 2020

<b>Department</b> Director Brenda Moore	<b>Purpose of Proposal</b>  State law required public hearing concerning the enterprise fund transfers
<b>Phone #</b> 801-264-2513	<b>Action Requested</b>  Public hearing and consideration of the ordinance
<b>Presenters</b> Brenda Moore	<b>Attachments</b>  Transfer notice which was included with April utility bills
<b>Required Time for Presentation</b>	<b>Budget Impact</b>  N/A
<b>Is This Time Sensitive</b> Yes	<b>Description of this Item</b>  The transfer notice included the transfer for the Solid Waste Fund. The budget as prepared does not include the Solid Waste transfer. I will mention this at the beginning of the public hearing.
<b>Mayor's Approval</b>  	
<b>Date</b> May 19, 2020	

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

AN ORDINANCE ADOPTING THE TRANSFER OF MONIES FROM  
ENTERPRISE FUNDS TO OTHER CITY FUNDS

PREAMBLE

Section 10-6-135.5 of the Utah Code requires the City to provide notice of the proposed transfers, to hold an “enterprise fund hearing”, and to provide “enterprise fund accounting data” to the public. Further, section 10-6-135.5 of the Utah Code requires certain notices to be provided after the City adopts a budget which includes the transfer of enterprise funds to other City funds.

The City provided notice that included an explanation of the proposed transfer of enterprise funds to other City funds; the specific enterprise fund information, as defined in the Utah Code, the date, time, and place of the enterprise fund hearing, and the purpose of the enterprise fund hearing. A notice was mailed to users of the various enterprises in recent billings, which were mailed more than seven days prior to the enterprise fund hearing. On **May 25, 2020**, the notice was posted on the Utah Public Notice Website, and published on the City’s website. The date, time, place, and purpose of the enterprise fund hearing was also published on the City’s social media platform seven days prior to the enterprise fund hearing.

On June 2, 2020, the City held an “enterprise fund hearing” regarding the proposed transfer of enterprise fund monies to other City funds. At this hearing, the City explained the proposed transfer of enterprise fund money to other City funds, provided to the public the enterprise fund accounting data, as defined in the Utah Code, and received and considered public input regarding both the proposed transfers and the enterprise fund accounting data.

On June 16, 2020, the City intends to adopt a budget that includes a transfer of money from an enterprise fund to another fund.

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

*Section 1. Enactment.*

The City hereby adopts the transfer of enterprise fund money to other City funds, as outlined in the City’s fiscal year 2020-2021 budget. Accordingly, pursuant to section 10-6-135.5 of the Utah Code, the City shall provide the following notices:

1. Within 60 days of adopting the budget, the City shall mail a notice to the users of the goods or services provided by the enterprise an announcement of the adoption of a budget that includes an enterprise fund transfer to another fund, and shall include the specific enterprise fund information; and
2. Within seven (7) days after adopting the budget, the City shall post the enterprise fund accounting data on its website and publish on its social media platform an announcement of the adoption of a budget that includes the transfer of money from an enterprise fund to another City fund; and
3. Within 30 days of adopting the fiscal year 2020-2021 budget, the City shall submit to the State Auditor the specific enterprise fund information for each enterprise fund from which money will be transferred.

*Section 2. Effective Date.* This Ordinance shall take effect immediately.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MURRAY CITY MUNICIPAL COUNCIL

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Dale M. Cox, Chair

ATTEST:

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Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Blair Camp, Mayor

ATTEST:

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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 \_\_\_\_\_, 2020.

---

Jennifer Kennedy, City Recorder

Public Hearing:  
Transfer of enterprise fund money to another fund  
Discussion of administrative and overhead costs

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UTAH STATE CODE §10-6-135.5

JUNE 2, 2020

# What's the difference?

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## TRANSFERS OUT

Calculation based on a % of the enterprise fund revenue

“Shareholder return on investment” to the General Fund to subsidize services that would otherwise require an increase in property taxes

Contributes approximately 9% of the General Fund revenue (\$4.12 million)

## ADMINISTRATIVE COST ALLOCATION

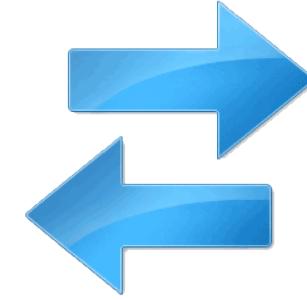
Calculated based on a % of actual administrative services cost

Pay for centralized administrative and professional services including legislative, legal, finance, IT, and human resource services.

Estimated cost to the enterprise funds is \$3.50 million

# Transfers to the General Fund

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Definition: The movement of cash or other resources from one fund to another

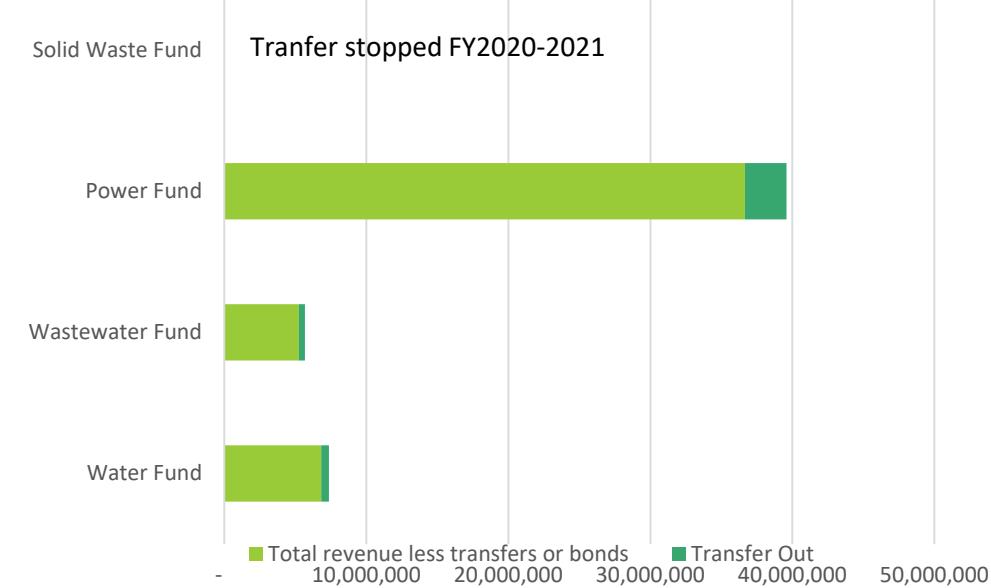
Purpose: Where private sector utility companies are in business to provide a return on investment to its shareholders, Murray City shareholders (taxpayers and citizens) receive this return on investment as a transfer to the General Fund intended to subsidize services which would otherwise require an increase in property taxes.

Methodology: Calculated on 8% of budgeted revenues in the Water, Wastewater, Power. The transfer from the Solid Waste fund has been stopped in this proposed budget.

# FY 2020/2021 Budget

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	User Fee Revenue	Transfer Out	% of Revenue
Water Fund	6,816,000	545,280	8.0%
Wastewater Fund	5,242,000	419,360	8.0%
Power Fund	36,653,000	2,932,240	8.0%
Solid Waste Fund	No Transfer		
<b>Total Transfers Out</b>	<b>50,594,600</b>	<b>4,056,368</b>	<b>8.0%</b>



# Administrative Services Allocation



Legislation requires “a cost accounting breakdown of how money in the enterprise fund is being used to cover administrative and overhead costs of the city attributable to the operation of the enterprise fund” (USC §10-6-135.5)

Supported by a cost study performed in 2012 by Willdan Financial Services, study included a cost allocation model that can be updated by the City

Departments considered in the allocation model are the Council, Mayor, Finance, Utility Billing, Human Resources, City Attorney, City Treasurer, Recorder’s Office, IT, and GIS

# Administrative Services Allocation



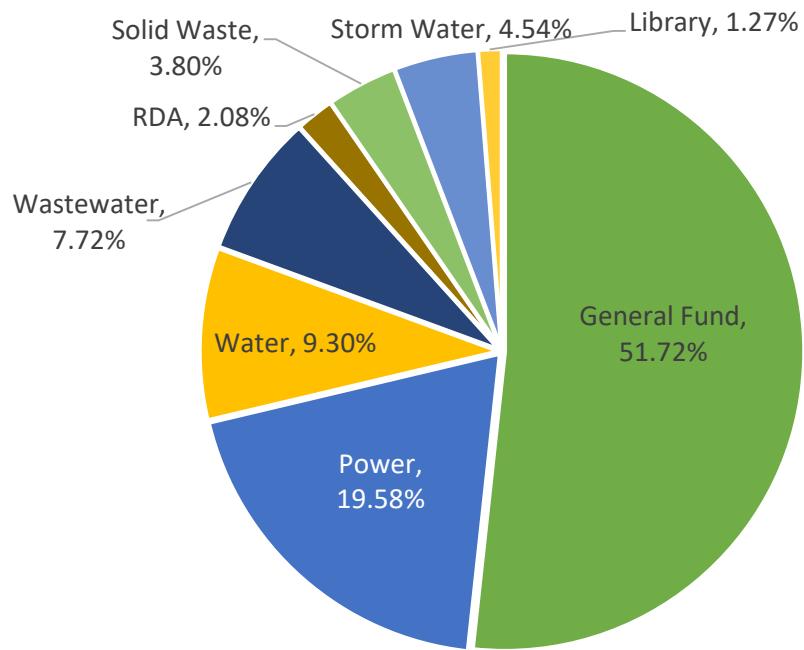
## ADMINISTRATIVE SERVICES COST

Department	Total Cost
City Council	\$ 459,918
Mayor	794,536
Finance	575,485
City Treasurer	257,569
Human Resources	416,551
Attorney	634,185
Community Development	274,002
Utility Billing	660,345
Recorder's Office	385,578
IT	1,799,076
GIS	559,440
Facilities	970,463
<b>TOTAL</b>	<b>\$ 7,787,148</b>

## ALLOCATION

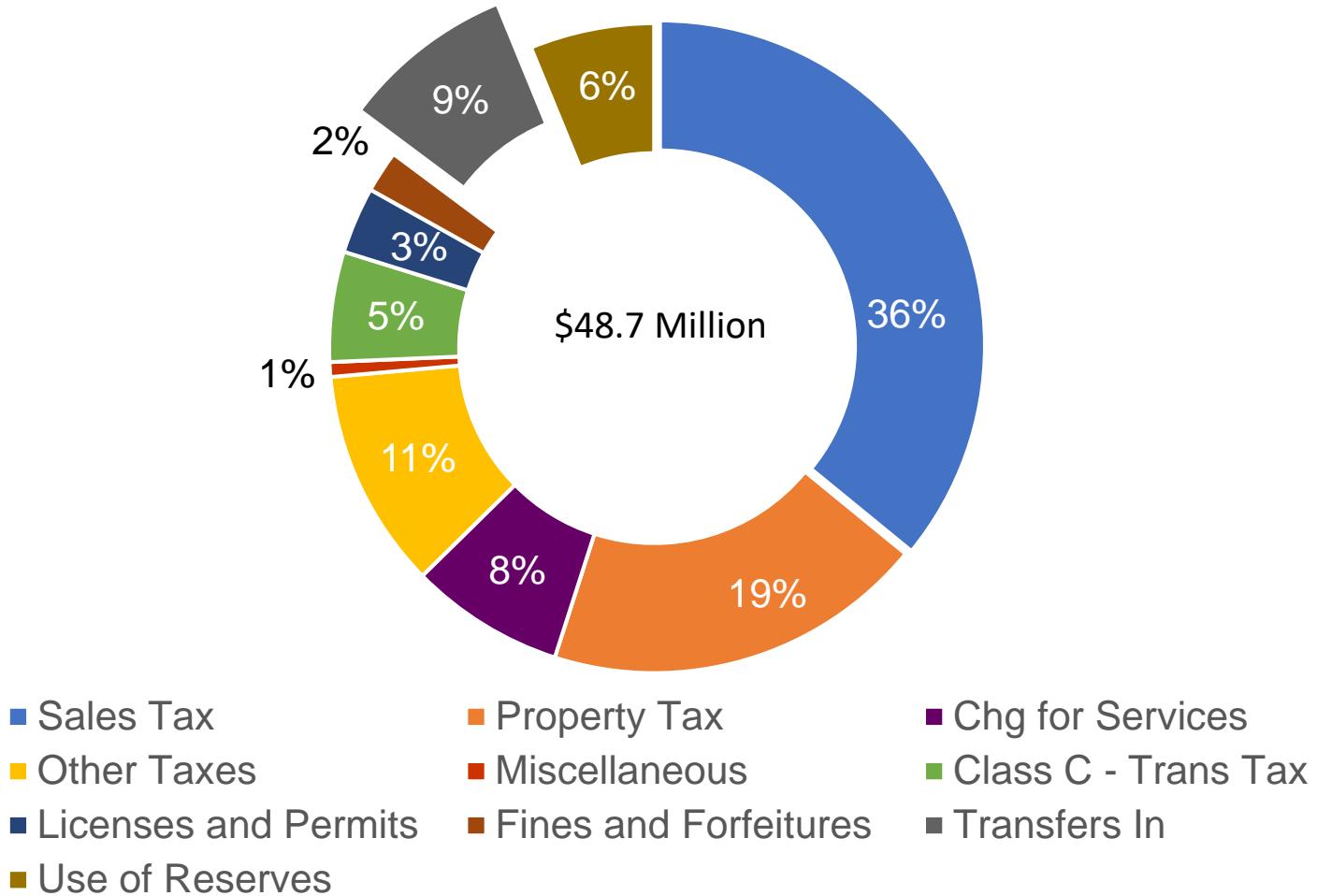
Fund	Allocation %	Allocated Cost
General Fund	51.7%	\$ 4,027,207
Power	19.6%	1,524,560
Water	9.3%	724,586
Wastewater	7.7%	600,823
RDA	2.1%	161,755
Solid Waste	3.8%	295,912
Storm Water	4.5%	353,295
Library	1.3%	99,010
<b>TOTAL</b>	<b>100.0%</b>	<b>\$ 7,787,148</b>

# Administrative Services Allocation

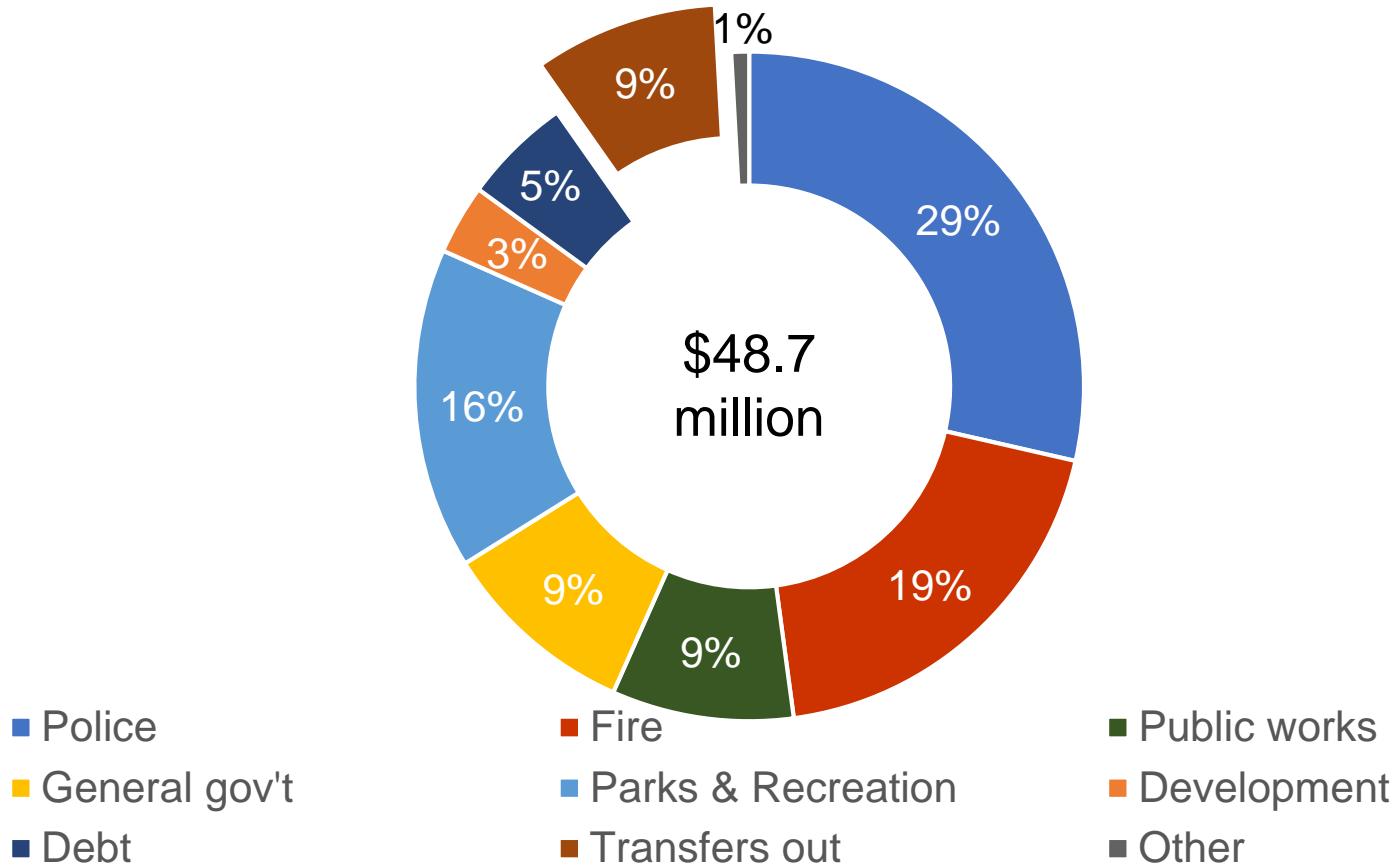


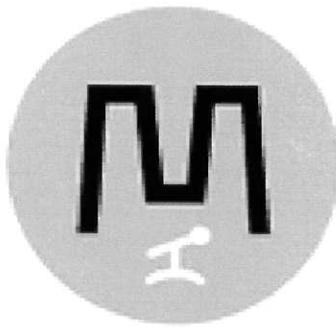
Fund	Allocation %
General Fund	51.7%
Power	19.6%
Water	9.3%
Wastewater	7.7%
RDA	2.1%
Solid Waste	3.8%
Storm Water	4.5%
Library	1.3%
<b>TOTAL</b>	<b>100.0%</b>

## Where It Comes From: General Fund



## Where It Goes: General Fund





**MURRAY**  
CITY COUNCIL

# Public Hearing #4

## **Murray City Corporation**

### **NOTICE OF PUBLIC HEARING ON THE CITY'S TENTATIVE BUDGET, AS AMENDED, FOR FISCAL YEAR 2020 - 2021**

NOTICE IS HEREBY GIVEN that on the 2nd day of June, 2020, at 6:30 p.m., the Murray City Municipal Council will hold and conduct a public hearing electronically as authorized by the Governor's Executive Order 2020-5 (suspending the enforcement of certain provisions of the Open and Public Meetings Act) issued March 18, 2020 and by City Council Resolution No. 20-13 adopted March 17, 2020.

The public may view the meeting via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/MurrayCityUtah/>. No physical meeting location will be available.

Comments for the public hearing may be submitted by sending an email in advance or during the meeting to [city.council@murray.utah.gov](mailto:city.council@murray.utah.gov) . Comments are limited to less than 3 minutes; include your name and contact information, and your comments will be read into the record.

The purpose of the Public Hearing is to receive public input regarding the City's Tentative Budget, as amended, for fiscal year 2020 - 2021. Said budget includes:

- a. General Fund;
- b. Library Fund;
- c. Capital Projects Fund;
- d. Water Fund;
- e. Waste Water Fund;
- f. Power Fund;
- g. Murray Parkway Recreation Fund;
- h. Telecommunications Fund;
- i. Solid Waste Management Fund;
- j. Storm Water Fund;
- k. Central Garage Fund;
- l. Retained Risk Reserve Fund;
- m. Redevelopment Agency Fund;
- n. Cemetery Perpetual Care Fund.

All interested persons shall be given an opportunity to be heard, for or against, the estimates of revenue and expenditures or any item thereof in the City's Tentative Budget, as amended, of any fund.

A copy of the City's Tentative Budget, as amended, may be reviewed by interested persons from 8:00 AM to 5:00 PM in the Finance and Administration Office, Murray City Center, 5025 South State Street, Room 115, Murray Utah, and in the office of the City

Recorder, Murray City Center, 5025 South State Street, Room 113, and on the Murray City website at [www.murray.utah.gov](http://www.murray.utah.gov) starting May 22, 2020.

DATED this 20<sup>th</sup> day of May, 2020.

MURRAY CITY CORPORATION

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Jennifer Kennedy  
City Recorder

DATE OF PUBLICATION: May 25, 2020  
PH 20-19



**MURRAY**

**Council Action Request**

# **Finance & Administration**

## **Fiscal Year 2020-2021 Budget Public Hearing**

**Council Meeting**

Meeting Date: June 2, 2020

<b>Department Director</b> Brenda Moore	<b>Purpose of Proposal</b> Public hearing concerning the proposed FY2021 Budget
<b>Phone #</b> 801-264-2513	<b>Action Requested</b> Public Hearing
<b>Presenters</b> Brenda Moore	<b>Attachments</b> None
<b>Budget Impact</b>	<b>N/A</b>
<b>Required Time for Presentation</b>	<b>Description of this Item</b>
<b>Is This Time Sensitive</b> Yes	
<b>Mayor's Approval</b> 	
<b>Date</b> May 19, 2020	

ORDINANCE NO. \_\_\_\_

AN ORDINANCE ADOPTING THE FINAL 2020-2021 FISCAL YEAR BUDGETS FOR MURRAY CITY INCLUDING THE LIBRARY FUND BUDGET.

PREAMBLE

Section 10-6-118 of Utah Code, as amended, requires adoption of the City's final budgets before June 30<sup>th</sup> of each year. Tentative budgets approved by the Murray City Municipal Council have been open for public inspection since May 22, 2020 as required by law. Proper notice of the public hearing for the consideration of the adoption of the Final Budgets was published in the Salt Lake Tribune, Deseret News, the Utah Public Notice website, and the Murray City website. Said public hearing was held on June 2, 2020 and public comment was received. After considering input from the public, the Murray City Municipal Council wants to adopt its Final Budgets.

The Murray City Municipal Council adopts, as revenue to the General Fund, a tax levy that is less than or equal to the certified tax rate. Since the tax levy does not exceed the certified tax rate, under Title 59, Chapter 2 of the Utah Code, no Truth-In-Taxation hearing is required.

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

*Section 1. Purpose.*

The purpose of this Ordinance is to adopt the Final Fiscal Year 2020-2021 Budgets of the City including the Library Fund budget, along with the Council Intent document.

*Section 2. Enactment.*

A. The Final Budgets for Fiscal Year 2020-2021 are hereby adopted and shall consist of the following:

General Fund	\$ 48,767,232
Capital Projects Fund	\$ 3,958,294
Water Fund	\$ 12,736,000
Wastewater Fund	\$ 7,151,673
Power Fund	\$ 40,214,995
Parkway Fund	\$ 1,500,692
Telecommunications Fund	\$ 49,250

Solid Waste Fund	\$ 2,376,000
Storm Water Fund	\$ 2,882,859
Central Garage Fund	\$ 430,750
Retained Risk Fund	\$ 1,424,942
Cemetery Perpetual Care Fund	\$ 15,000

- B. The Final Budgets also include, in an addendum, allocations to non-profit entities under Section 10-8-2 of the Utah Code.
- C. The Document of Council Intent regarding Fiscal Year 2020-2021 Budgets is hereby adopted.

*Section 3. Special Revenue Funds.*

The Final Budgets of the Library and the Redevelopment Agency are as follows:

Library	\$ 2,654,564
Redevelopment Agency	\$ 3,421,111

The Redevelopment Agency Board shall, in separate action, ratify the Redevelopment Agency Final Budget.

*Section 4. Compliance with Title 59, Chapter 2 of the Utah Code.* Since the Final Budgets include a tax levy that is less than or equal to the certified tax rate, no Truth in Taxation hearing is required under Title 59, Chapter 2 of the Utah Code.

*Section 5. Adjustments.*

- A. The Budgets are subject to adjustments, if any, that need to be made when the Murray City Municipal Council adopts the tax levies based on the certified tax rate.
- B. The Library and General Fund Budgets are subject to adjustments, if any, that need to be made following compliance with UTAH CODE ANN. Title 59, Chapter 2.
- C. The Director of Finance is hereby authorized to adjust the budgets to reflect the actual certified tax levies provided to the City at a later date.

*Section 6. Transfer of Unencumbered or Unexpended Appropriated Funds.*

The Director of Finance is authorized to make such transfer of any unencumbered or unexpended appropriated funds pertaining to the 2019-2020 Fiscal Year budget at the

close of the 2020-2021 fiscal year in conformity with provision of UTAH CODE ANN. Section 10-6-124, as amended.

*Section 7. Effective Date.*

This Ordinance shall take effect on July 1, 2020.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MURRAY CITY MUNICIPAL COUNCIL

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Dale M. Cox, Chair

ATTEST:

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Jennifer Kennedy, City Recorder

MAYOR'S ACTION: Approved

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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D. Blair Camp, Mayor

ATTEST:

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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 \_\_\_\_\_, 2020.

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Jennifer Kennedy, City Recorder

**MURRAY CITY MUNICIPAL COUNCIL  
INTENT FOR THE FISCAL YEAR 2020 – 2021 BUDGET**

The Murray City Municipal Council (the “Council”) adopts the City’s final budget (the “Budget”) for fiscal year 2020 - 2021. Under Utah law, the Council has policy making authority and responsibility. The Budget is a means by which the Council directs City policy. The City Administration (“Administration”) must, therefore, implement the Budget consistent with the intent and general policy direction of the Council. The following are the Council’s intent and general policy direction underlying the adoption of the Budget.

Based on the worldwide outbreak of the novel coronavirus COVID-19, the City Council has found itself in unprecedented times of uncertainty going forward into fiscal year 2020 – 2021. During the third quarter of fiscal year 2020, the economy of the country shut down in an attempt to slow the spread of COVID-19 and flatten the upward curve of this infectious disease. Record numbers of individuals are currently unemployed. As the economy reopens, unknown decreases in the revenue streams of the City are expected.

The Murray City Council has chosen to take a cautious approach to the fiscal year 2020-2021 budget by examining each revenue item and expenditure to make conservative, deliberate, and thoughtful decisions on behalf of the residents and businesses of the City. Exercising thorough fiduciary planning by the City Council has been the predominant goal.

**THE COUNCIL INTENT IS TO:**

- 1) Budget sparingly at the onset of the fiscal year respecting the unknowns of the economy and closely monitor the monthly revenue receipts through the year, adjusting as necessary.

To methodically examine and tighten the budgets, the Council requested department directors decrease their expenditure budgets by four percent overall. Additionally, directors were asked to remove travel and training funding that was not essential to maintain required certifications and license renewals. Each was asked to scrutinize overtime budgets for possible reductions.

- 2) Maintain the current workforce and acknowledge the outstanding service of City employees to both residents and businesses in our community by funding the compensation increases in the City step plan. The funds appropriated are based on competitive compensation, internal equity, and a clear career path for each position.

Municipalities are service based organizations where employees are the core of service delivery and primary to maintaining optimal quality of life. The council recognizes the experience, knowledge and expertise of City employees, and their dedication to excellence.

- 3) Preserve the stability of City finances by maintaining General Fund reserves at 17.9%.

General Fund reserves are intended to compensate with emergency funding when a crisis or unexpected downturn occurs. The fiscal year 2020 – 2021 budget utilizes \$2,978,506, of City reserves to compensate for an anticipated decrease in revenue. How long the current downturn may last is unknown and an effort to protect City reserves while maintaining high quality service levels is a priority for the Council. The City shall restore reserves to the 25% percent maximum allowed by State Code as soon as possible.

## **REVENUE**

The Budget is based on revenue projections that decrease by 10% overall including sales tax revenues that decrease by 15%. It is the intent of the Council to review these revenues monthly to react to actual receipts as necessary.

## **OPERATION EXPENSE**

Operational budgets have been decreased by 11% overall.

## **EMPLOYEES**

### **Funds for an Increase in Employee Compensation**

- The Council has included in the Budget funds for an increase in employee compensation. Citywide financial impact for implementation of the step plan is \$438,855.
- The Budget includes citywide funding to compensate for overtime of \$1,119,630; standby pay of \$148,000; specialty pay of \$564,208; anticipated retirement payouts of \$79,261; holiday bonus of \$49,969; and sick leave payout of \$293,943.

### **Employee Health Insurance Benefits**

- The Council intends to fund the cost for an increase in medical insurance of 6.5% and the cost for an increase in dental insurance of 1.9% more than the previous year. The City will continue to cover 85% of the total health care expense and employees will pay 15%.
- The Council intends that an Opt-Out program shall be continued to provide a rebate to those employees who do not utilize the City's health insurance program.

### **New Positions**

- The Budget includes funding for three new positions: Assistant Customer Service Supervisor, Water Distribution Tech, and Storm Water Compliance Inspector.
- No additional positions have been included in the Budget.

## **PUBLIC SAFETY**

The Council feels strongly that City public safety personnel are best able to provide the level of service essential for City residents and businesses. It is the intent of the Council to support adequate staffing, equipment and funding for City public safety departments. As residential and business development increases and our community health care industry attracts additional workers and clients it is imperative that the City maintains the high level of public safety services it currently provides.

## **CAPITAL IMPROVEMENT PROGRAM**

The Capital Improvement Program (CIP) is an essential component to the implementation of the City Budget by planning, prioritizing, budgeting and financing capital needs. The CIP has prioritized projects based on a reduction in revenues available. The CIP is funded from .2% local option sales tax and any excess in the reserve fund balance at the end of the fiscal year. The following funding of \$3,747,000 has been designated in the Budget:

- \$616,000 for vehicle and equipment replacement – including police vehicles, ambulance refurbish, and crack sealing equipment.
- \$870,000 funding for parks and recreation.
- \$158,000 for facilities maintenance.
- \$1,265,000 roads maintenance, and infrastructure from transportation sales tax.
- \$765,000 road maintenance from Class C road funds.
- \$58,000 for golf course equipment replacement.
- \$15,000 for building abatement.

Capital project funding is also included in the Fiscal Year 2020 – 2021 Budgets for the Power Fund, Storm Water Fund, Water Fund, Wastewater Fund, and the Central Garage Fund.

## **CARRYOVER FUNDS**

The Council recognizes that some City projects may not be completed by the fiscal year end. Any capital project balances and citywide encumbrances for projects previously committed shall be considered for carryover once determined by the finance and administration director and presented to the Council on a budget amendment proposal during a City Council meeting public hearing with funds detailed by department and project.

## **UNUSED BUDGETED FUNDS**

Any general fund department unused budgeted funds at the end of the fiscal year are to be allocated into the general fund balance.

## **UTOPIA/UIA**

The Council recognizes the commitment made by the City to UTOPIA through bond covenants and has included the annual payment of this long-term obligation in the budget. There are no further appropriations for UTOPIA/UIA considered in the budget.

## **NEW CITY HALL/CIVIC CENTER**

The Council supports the construction of a new City Hall and believes a new City Hall is necessary given the condition of the existing City Hall. If, the new City Hall is ready to begin construction in fiscal year 2020 – 2021, it is the intent of the Council to consider a budget amendment to provide for expenditure of bond funds for the construction of the new City Hall.

## **DOWNTOWN DEVELOPMENT**

Recognizing the roles of the Redevelopment Agency and Mayor, the Council encourages development in the downtown area of Murray City. The Council intends to support decisions, through the budget, that promotes a mix of residential, business, and retail construction and reflects the City's commitment to a pedestrian oriented community with trails and other connectivity. It supports efforts to improve air and water quality and encourages sustainable construction concepts in future growth and development.

The Council desires downtown development that incorporates a strong sense of community and an urban environment where residents can live, work and play in the downtown area.

It is the intent of the Council to have a downtown that will be a vibrant destination. A proper balance between development and the protection of our neighborhoods is important.

## **ENVIRONMENTAL RESPONSIBILITY**

The Council recognizes that environmental issues permeate our lives and routines and want to promote, encourage and model conservation and eco-friendly practices in the City operations. Developing environmental policies and programs shall be pursued to ensure that the City becomes a leader in sustainability and conservation.

It is the intent of the Council to have educational resources available for City residents and businesses in responsible care of our environment and conservative use of resources.

The Council wants to provide residents with information relating to improving air quality; water and power conservation; reuse, recycling, waste reduction and responsible disposal of hazardous materials. Environmentally responsible building techniques are encouraged for developing high-performance, sustainable buildings.

## **CLEAN ENERGY VEHICLES**

It is the intent of the Council to proactively support environmentally responsible contributions to clean air. In vehicle purchases, City employees are strongly encouraged to investigate alternative fuel engines that contribute lower amounts of particulate pollution into the air. The Council has included carryover funds of \$27,995 in the CIP vehicle and

equipment fund to be used for the additional costs of purchasing alternative fuel vehicles. It is Council's intent to increase this fund when the Budget allows.

#### **APPROPRIATIONS AND WAIVING OF FEES FOR NON-PROFIT ENTITIES**

As part of the budget, the Council has approved funding or waiver of fees for specified non-profit entities. Given the budget constraints, the Council does not intend to provide funds or waive fees for non-profit entities that are not specified with the budget unless there is a compelling reason to do so.

#### **USING TECHNOLOGY TO IMPROVE THE CITY'S INTERACTION WITH THE PUBLIC**

The Council recognizes the need of the City to use the latest technology and innovations to help citizens more easily and quickly obtain City services and information, enhance transparency and accountability and promote citizen participation in City government. Within the constraints of the Budget, it is the intent of the Council to consider the City's needs regarding the latest technology and innovations in order to determine future funding necessary to meet those needs.



MURRAY  
CITY COUNCIL

# New Business #1



**MURRAY**

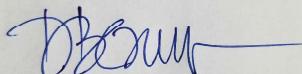
**Council Action Request**

# **Murray Police Department**

## **Animal Services Contract - Salt Lake County Animal Services**

### **Council Meeting**

Meeting Date: June 2, 2020

<b>Department Director</b> Craig Burnett	<b>Purpose of Proposal</b> Salt Lake County Animal Services Contract for Murray City Services
<b>Phone #</b> 801-264-2613	<b>Action Requested</b> Consideration of resolution
<b>Presenters</b> Craig Burnett	<b>Attachments</b> Interlocal agreement and resolution
<b>Required Time for Presentation</b>	<b>Budget Impact</b> This contract is equal to the budget amount for 2019-2020.
<b>Is This Time Sensitive</b> Yes	<b>Description of this Item</b> See attached agreement.
<b>Mayor's Approval</b> 	
<b>Date</b> May 20, 2020	

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

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION  
AGREEMENT BETWEEN MURRAY CITY AND THE SALT LAKE COUNTY  
RELATING TO ANIMAL CONTROL SERVICES

WHEREAS, Murray City ("Murray") and Salt Lake County ("County") currently provide for Animal Control services to their residents; and

WHEREAS, since 2010, Murray has contracted with West Jordan City to provide Animal Control services to Murray; and

WHEREAS, as a result of the desire to ensure competitive rates and, if possible to cut costs further, and wanting to rent its existing Animal Control Facilities, Murray issued a Request for Proposals (RFP) from certain public entities, including the County, to provide Animal Control services to its residents; and

WHEREAS, County responded to the RFP expressing an interest in providing Animal Control services to Murray under the conditions stated in the RFP; and

WHEREAS, Murray evaluated proposals submitted in response to the RFP according to certain criteria, and selected County; and

WHEREAS, County is willing to provide Animal Control services; and

WHEREAS, Murray has determined that it will reduce the costs of providing Animal Control services to its residents if it contracts with County; and

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, permits local governmental entities to enter into cooperative agreements with one another for the purpose of exercising, on a cooperative basis, any powers, privileges and authority that may be exercised by each public entity individually; and

WHEREAS, Murray has determined that it is in its best interest to enter into an agreement with County under the Interlocal Cooperation Act, whereby County provides Animal Control services to Murray under certain terms and conditions.

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

1. It hereby approves an Interlocal Cooperation Agreement between Murray and County, in substantially the form attached is Exhibit "A".
2. Mayor D. Blair Camp is hereby authorized to execute the Agreement for and in behalf Murray and act in accordance with its terms.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MURRAY CITY MUNICIPAL COUNCIL

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Dale Cox, Chair

ATTEST:

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Jennifer Kennedy  
City Recorder

County Contract No. \_\_\_\_\_  
D.A. No. 20-\_\_\_\_\_

**INTERLOCAL AGREEMENT  
FOR  
ANIMAL CONTROL SERVICES**

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This Agreement (“Agreement”) is entered and effective July 1, 2020, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the “County”), and Murray City, a municipal corporation of the state of Utah (the “City”). County and City are collectively referred to herein as the Parties.

**WITNESSETH**

WHEREAS, County provides animal control services to unincorporated portions of Salt Lake County and by contract to other municipalities located in Salt Lake County; and

WHEREAS, City is in need of such animal control services and County is willing to provide such animal control services to City pursuant to the terms and conditions of this Agreement; and

WHEREAS, pursuant to the authority granted in Utah Code 11-13-1, et seq. (“Interlocal Cooperation Act”), the City desires to enter into a service contract with the County for animal control services to be provided through Salt Lake County Animal Control Services (“Animal Control”); and

WHEREAS, Parties understand that the animal control services to be provided hereunder will be provided on a cost per citizen basis, and the Parties have determined and agreed that such cost basis is reasonable, fair, and adequate compensation to the County for providing such services.

WHEREAS, Parties have determined that it is mutually advantageous to enter into this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the promises, mutual covenants, and undertakings of the Parties, and in compliance with and pursuant to the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1. **Scope of Services.** The County shall furnish all animal control services reasonably needed by the City and as set forth in this Agreement (“Animal Control Services”) to the City within the corporate limits of Murray City (the “City Limits”). In addition, subject to the terms and conditions set forth in this Agreement, the County shall lease, operate and maintain

the City's Animal Control Office and Shelter Facility (the "City Facility"), including all buildings, structures, grounds, spaces, equipment, and utilities to provide the necessary Animal Control Services as set forth in this Agreement.

2. **Description of Minimum Level of Animal Control Services.** Continuously throughout the term of this Agreement, the County shall provide, at minimum, the following Animal Control Services within the City Limits:

a. ***Administrative.*** Administrative personnel, equipment, and supplies necessary to support a modern, well-equipped animal control department in compliance with all applicable laws and standards.

b. ***Licensing.*** Personnel, equipment and supplies to support a modern, well-equipped animal licensing program, including, without limitation, (i) collecting license fees, (ii) issuing licenses, (iii) enforcing license requirements, and (iv) enforcing and supporting special programs such as rabies clinic and neuter/spay clinics.

c. ***Regulating.*** Personnel, equipment, and supplies necessary to support a modern, well-equipped animal regulation program, including without limitation, (i) a regular and systematic program of animal control enforcement; (ii) enforcement of state laws and regulations and the City ordinances (and amendments thereto including, without limitation, issuing citations and promptly transmitting information copies of such citation to the City); and (iii) providing on an emergency basis, as described below, a fully-equipped animal control unit which shall respond to requests from within the City Limits 24 hours per day, 7 days per week.

d. ***Controlling and Shelter Services.*** Personnel, equipment and supplies necessary to support a modern, well-equipped animal control program, including, without limitation, (i) catching stray domestic animals; (ii) operating, maintaining and managing the City's Facility; (iii) impounding stray animals; (iv) collecting any fees or fines owed for such stray or impounded animals; (v) providing temporary housing and care for all animals coming into the shelter from the City Limits, including companion animals and livestock; and (vi) providing medical treatment for animals while in temporary shelter care including spay and neuter services as deemed necessary.

e. ***Marketing & Outreach Programs.*** Personnel, equipment, supplies, and volunteers necessary to support the Animal Services Outreach Programs, which include but are not limited to: Community outreach and education programs, adoption events, Community Action Team, Trap-Neuter-Release, Rescue/Foster; Behavior Assessment; Humane Education, and any other programs developed by Animal Services to improve services to the community. These programs are responsible for ensuring a steady live release rate by reducing in-taking and increasing animal placement. These programs are provided in order to maintain the County's "No-Kill" Status.

f. ***Others.*** Personnel, equipment and supplies necessary to provide other related support services, including, without limitation, (i) selling impounded animals in accordance with reasonable animal control procedures; (ii) an adoption program for impounded

animals; (iii) disposing of impounded animals in its sole and absolute discretion (“disposing” shall mean euthanizing impounded animals in a humane fashion) (iv) providing humane euthanasia for pets in the City at the request of pet owners; (v) retrieving and disposing of animal carcasses in accordance with reasonable animal control procedures; (vi) handling injured or sick animals; and (viii) appearing in justice and/or district court when subpoenaed to testify regarding related Animal Control Services.

3. **Personnel Assigned Within City Limits.**

a. ***Animal Control Officer Assigned to City.*** In order to provide Animal Control Services to the City, County shall provide the personnel, equipment and supplies necessary to provide such Animal Control Services. The County shall develop and maintain in effect policies to ensure that the appropriate number of animal control officers, as call volume dictates, will work within the City limits on cases originating in the City limits between the hours of 8:00 AM and 8:00 PM. Both Parties acknowledge that any animal control officer may be called to assist temporarily in other areas of unincorporated county or adjoining municipalities as reasonably necessary.

b. ***Emergencies.*** In order to provide Animal Control Services to the City at such times not covered by Section 3(a) and to provide additional support during the times covered by Section 3(a), the County shall provide the personnel, equipment and supplies necessary to make an animal control officer available or on call twenty-four hours per day, three hundred sixty-five (365) days per year.

4. **“No-Kill” Status.** County maintain its “No-Kill” Status within the limits of industry standard for the duration of this Agreement. City agrees that it will take no action to compromise the County’s ability to run a “No-Kill” Status program.

5. **Certification.** All personnel providing Animal Control Services within the City Limits shall have the same certification, meet the same requirements and training, and, on average, have a similar level of experience, as other personnel regularly employed by Animal Control.

6. **County Liaison.** The Director of Animal Services or designee shall act as liaison with the City to coordinate and oversee the delivery of Animal Control Services and to attend administrative meetings of the City as needed and meetings with the City Council to discuss Animal Control Services, as requested by City.

7. **Coordination with City’s Liaison.** The City shall designate a liaison (the “City’s Liaison”) to coordinate the delivery of Animal Control Services.

8. **Services Performed in a Professional, Reasonable Manner.** The Animal Control Services shall be provided by County in a professional, ethical manner in compliance with all laws and any and all applicable standards of performance. Subject to the foregoing, the exact nature of how the Animal Control Services are to be provided, the discipline of personnel,

and other matters incidental to providing the Animal Control Services shall remain with the County.

9. **Conflict Resolution.** In event of a dispute between the Parties regarding Animal Control Services of this Agreement, the Parties agree (without limiting any and all other legal and equitable remedies) that a representative of the City will meet as soon as practical with a representative of the County to discuss and attempt to resolve such dispute. If a resolution is not forthcoming, then the aggrieved party may file a discrepancy report with the Mayor of the City or the director of Animal Control (as the case may be). The discrepancy report shall be in writing and shall contain a detailed description of the dispute and the aggrieved party's proposed resolution of the dispute. The party receiving the discrepancy report shall then have ten (10) days to notify the aggrieved party in writing of its agreement or disagreement with the proposed solution of the dispute described in the discrepancy report. If the Parties do not agree, then the dispute shall be resolved pursuant to section 23 below.

10. **Special Situations.** The County shall provide special animal control services to the City without charge upon reasonable advance notice from the City if such special services (a) are regularly and routinely provided to other cities in the County without charge, or (b) provided by the County without material additional cost to the County. Otherwise, any special animal control services requested by the City shall be provided by the County on a cost basis.

11. **Equipment and Facilities.**

a. ***Equipment.*** In providing Animal Control Services, the County shall furnish and supply all necessary labor, supervision, equipment, supplies, communication facilities, uniforms, badges, and other items of equipment necessary and incident to a modern, well-equipped Animal Control Services department.

b. ***Facilities.*** In connection with its performance of Animal Control Services, the County shall continue to maintain and operate its animal control facility at 511 West 3900 South, Salt Lake City, Utah 84123.

c. ***Lease of City Facility.*** In connection with providing Animal Control Services to the City, the County shall lease, operate and maintain the City's Facility located at 5624 South 300 West, Murray, Utah, 84107, including all buildings, structures, grounds, spaces, equipment, and utilities to provide the Animal Control Services as set forth in this Agreement. The City facility shall not be used by County for any purpose other than to provide the necessary Animal Control Services as outlined in this Agreement. All activities at the City facility shall be in compliance with all laws and ordinances and with community standards. The lease terms and conditions shall be set out in a separate lease agreement.

12. **Reports and Notice of Performance.** The County shall provide the following reports and notices to the City:

a. ***Quarterly Reports.*** The County shall maintain daily activity logs of all Animal Control Services provided within the City Limits. On a calendar quarter basis, the County shall provide a summary of the daily activity logs to the City. The summary report shall be in such form and contain such information as may be designated by the City from time to time. It is anticipated that the summary will detail the monthly number of stray animals picked up; citations issued; the number of calls, by date and time; response times; the number of animals impounded; accounting of all licenses issued to owners of animals within the City Limits; full accounting of all fees, fines and charges arising from within the City Limits; and the number and type of impounded animals euthanized. The reports provided for herein will be used by the County and the City to measure the performance of the County in fulfilling its obligations under this Agreement.

b. ***Annual Report.*** In addition to the quarterly reports listed above, the County shall provide an annual report and present such report to the City at a regularly scheduled City meeting. The annual report shall summarize the information from the monthly reports; demonstrate the performance level of the Animal Control over the previous year; and demonstrate that the County has complied with all of its obligations under this Agreement. Performance and emphasis goals will be presented and discussed for the next year in anticipation of renewal of this Agreement.

c. ***Notice of Complaints and Exceptional Behavior.*** On a current basis, the City shall refer to Animal Control all complaints from City residents regarding Animal Control Services. The County shall promptly act to resolve such complaints in an equitable, timely manner. The County further shall provide to the City copies of any written documents from residents of the City demonstrating commendable behavior regarding Animal Control Services and a brief summary of any verbal commendations from residents of the City regarding Animal Control Services. These documents will be used by the City to help measure the performance of the County in fulfilling its obligations under this Agreement.

d. ***Additional Disclosure and Policy Development.*** From time to time, the County may provide private, controlled or protected information under the Government Records Management Act to the mayor of the City. The Parties agree to jointly develop and implement a policy for communicating and safeguarding such information.

### **13. Employment Status.**

a. ***Official Status.*** The County shall have complete control and discretion over all personnel providing Animal Control Services. Those personnel shall be and remain employees of the County.

b. ***Salary and Wages.*** The City shall not have any obligation or liability whatsoever for the payment of any salaries, wages or other compensation to personnel providing Animal Control Services.

c. ***Employment Benefits.*** All personnel providing Animal Control Services are and shall be and remain County employees. All personnel providing Animal Control Services

shall have no right to any City pension, civil service, or any other City benefits or compensation pursuant to this Agreement or otherwise.

14. a. ***Indemnity.*** The City and the County are both governmental entities under the Utah Governmental Immunity Act, Subsection 63-30d-101 et seq. (Utah Code Annotated 1953 as amended). Therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts that it commits or that are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Utah Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law. The City shall defend, indemnify, save and hold harmless the County, including its elected and appointed officers and employees, from and against demands, claims, actions and/or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from actions of the City's agents, officers or employees, the County's enforcement of City ordinances that are alleged to be unconstitutional, or improper disclosure by the City of private, controlled, or protected information under the provisions of the Government Records Access and Management Act.

b. ***Claims.*** Claims arising out of Animal Control and Sheltering Services will be shared pro rata (based on the relative portion of amounts paid by the City for services to the total cost to provide Animal Control and Sheltering Services during the year in which the incident occurs) by the County, the City, and any other entity for which the County provides such Services. The City will be billed annually for such pro rata share of claims paid, which amount will be payable within 30 calendar days of receipt. For purposes of this section, "claims" means payment of any judgment or settlement based only on an incident that occurs during the term of this Agreement, even though the settlement or judgment may not occur during the term of this Agreement. Nothing contained herein is intended to create or eliminate any liability the City may have for claims arising from any incident occurring before the effective date of this agreement.

15. **Insurance.** County shall be responsible for all Services provided under this Agreement, including all activities and the activities and conduct of its employees, agents, members, or guests at the City Facility. Salt Lake County is authorized by the State of Utah to self-insure its liability risks, and shall provide City evidence of such self-insurance and shall update said evidence upon request. County shall maintain self-insurance coverage sufficient to all its obligations hereunder and consistent with applicable law. Additionally, County shall provide insurance coverage for property, fire and other hazards at its sole cost and expense in the amount of at least the replacement value of the City's Facility, including all buildings, structures, grounds, spaces, equipment and improvements. County shall provide proof of such self-insurance coverages to the City upon request.

16. **Term.** This Agreement shall be effective on July 1, 2020, and unless renewed or sooner terminated as provided herein, shall terminate on June 30, 2025.

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17. **Renewal, Termination, and Non-Funding.**

a. ***Renewal and Termination.*** The City may renew this Agreement for up to three two-year renewal periods, on the same terms and conditions as set forth in this Agreement, except the Contract Price (defined below), by notifying the County by April 15, or as soon thereafter as practical, immediately preceding the expiration of this Agreement that it elects to renew this Agreement. No later than the following May 15 of such year, or as soon thereafter as practical, the County shall notify the City in writing of its intent to accept such renewal for additional two-year periods and shall specify any adjustments to the compensation to be paid hereunder by the City. The Contract Price may increase minimally each year as provided in Paragraph 17. The governing bodies of the County and the City may then finalize negotiations concerning, and grant final approval of, such renewal. Otherwise, this Agreement shall terminate on June 30 of such year. Notwithstanding anything to the contrary, either party may terminate this Agreement at any time, with or without cause, by giving at least one hundred eighty (180) days prior written notice to the other party.

b. ***Non-Funding.*** The Parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each Party's fiscal year, which is June 30 for the City, and December 31 for the County. Each Party's obligation for performance of this Agreement beyond that date is contingent upon renewal of this Agreement as provided above and funds being appropriated for payment due and providing the Animal Control and Sheltering Services under this Agreement. If no funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriations due to insufficient revenue, resulting in insufficient funds for payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the Party as to such fiscal year ( or any succeeding fiscal year), but instead shall terminate and become null and void on the first day of the fiscal year for which funds were not budgeted and appropriated or in the event of reduction in appropriation, on the last day before the reduction becomes effective ( except as to those portions of payments herein then agreed upon for which funds are appropriated and budgeted). Said termination shall not be construed as a breach of or default under this Agreement and said termination shall be without penalty, additional payment, or other changes of any kind whatsoever to the Parties, and no right of action or damages or other relief shall accrue to the benefit of the other Party as to this Agreement, or any portion thereof, which may so terminate and become null and void.

c. ***Termination of Lease of City Facility.*** In addition to the termination provisions provided for in this Agreement, the failure of the County to use the City Facility as provided for and allowed under this Agreement shall be considered default and shall be grounds for termination of this Agreement or of the lease of the City Facility.

18. **Notice to City of Changes in Subsequent Year Contract Price.** The County may adjust the Contract Price up to five percent for each renewal year. Factors that may influence this increase will be based upon, but not limited to, changes in the City's population, the Consumer Price Index, and the number of participating cities.

If a proposed expenditure decision (or a series of proposed expenditure decisions when such services viewed as a whole would reasonably constitute one decision) of the County or Animal Control would likely result in the Contract Price, for any subsequent year to increase by more than 5%, then the County and/or Animal Control shall notify the City of the proposed expenditure decision(s) and consult with the City regarding such decision(s).

19. **Collection of License Fees and Payment for Services.**

a. ***County Collect and Retain License Fees.*** The City shall adopt the fee ordinance currently imposed by the County. Throughout the term of this Agreement, the County shall collect on behalf of the City all license fees, assessments, impound fees, or fines (collectively, the "**License Fees**") and other applicable charges for Animal Control Services performed within the City Limits. The amounts so collected shall be retained by the County.

b. ***Payment.*** The City shall pay the amount (the "**Contract Price**") of \$29,500 per month (i.e. \$ 419,118.00 annually) for the period of July 1, 2020 through June 30, 2021 for Animal Control and Sheltering Services. Pursuant to the terms and conditions set forth above, County shall compensate Murray City for rent of the existing Murray City animal shelter located at 5624 South 300 West, Murray, Utah, 84107, at an annual cost of \$65,118, to reduce the total annual cost to \$354,000.

Animal Services shall not be entitled to any reimbursement of any expenses incurred in providing the Animal Control Services. Animal Services shall notify the City of the revised Contract Price for the succeeding one-year period.

20. **Remittance.** The Contract Price shall be divided into equal monthly shares, and the City shall remit the monthly payment to:

Salt Lake County Mayor's Finance  
2001 South State Street, Room N4100  
Salt Lake City, UT 84190

Payments shall be due and payable on the 15th day of the month for which the payment is made. If the date a payment is due and payable is (i) a legal holiday, (ii) a Saturday, (iii) a Sunday, or (iv) another day on which weather or other conditions have made the office of the County Auditor inaccessible, then the payment shall be due and payable on the next day that is not one of the aforementioned days. If any payment is not remitted to Mayor's Finance when due, the County shall be entitled to recover interest thereon. Said interest shall accrue as specified in Salt Lake County Policy 1220, Paragraph 4.4.

21. **Change in Level of Services.** The City may modify (increase or decrease) the level of Animal Control Services if the City provides thirty (30) days prior written notice to the County of such change and the County approves or disapproves such change or modification and a modified rate schedule. The County agrees to use its best efforts to provide any increase in

Animal Control Services. The amount due for such increase or decrease shall accrue as of the date the modified Animal Control Services become effective and shall be due and payable as provided in sections 19 and 20 hereof.

22. **Delegation of Power to Collect Fees.** To the extent necessary, the County shall have all lawful powers of the City to enable efficient enforcement of license fee assessments, to impound fees, and to collect fines, if any.

23. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below.

County: Animal Services Division Director  
Salt Lake County Animal Services  
511 West 3900 South  
Salt Lake City, UT 84123

City: City of Murray  
5025 South State Street  
Murray, Utah 84107

24. **Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or unless otherwise agreed in writing, during any such litigation the County shall carry on Animal Control Services, and the City shall continue to make payments to the County in accordance with the terms of this Agreement.

25. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof

26. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

27. **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

28. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

29. **Time.** Time is the essence hereof.

30. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

31. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

32. **Rights and Remedies.** The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

33. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

34. **Litigation.** If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

35. **Exhibits.** All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

36. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

37. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;

- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
- (f) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.
- (g) Voting by the respective Public Works Director shall be based on one vote per Party.
- (h) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.
- (i) The powers of the joint board are those described in this Agreement.

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this Agreement to be duly executed on the date and year specified above.

**SALT LAKE COUNTY**

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

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

**MURRAY CITY**

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

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

**ADMINISTRATIVE APPROVAL:**

By: \_\_\_\_\_  
Animal Services  
Division Director or Designee

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

**ATTEST:**

By \_\_\_\_\_  
City Recorder

Date \_\_\_\_\_

Approved as to Proper Form and  
Compliance with Applicable Law:

By: \_\_\_\_\_  
Ryan Lambert,  
Deputy District Attorney

Date: \_\_\_\_5/19/2020\_\_\_\_\_

Approved as to Proper Form and Compliance  
with Applicable Law:

By \_\_\_\_\_  
Senior City Attorney

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have subscribed their names hereon and caused this Agreement to be duly executed on the date and year specified above.

**SALT LAKE COUNTY**

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

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

**MURRAY CITY**

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

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

**ADMINISTRATIVE APPROVAL:**

By: \_\_\_\_\_  
Animal Services  
Division Director or Designee

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

**ATTEST:**

By \_\_\_\_\_  
City Recorder

Date \_\_\_\_\_

Approved as to Proper Form and  
Compliance with Applicable Law:

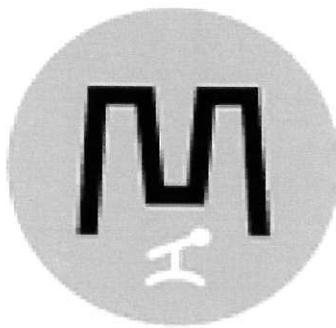
By: \_\_\_\_\_  
Ryan Lambert,  
Deputy District Attorney

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

Approved as to Proper Form and Compliance  
with Applicable Law:

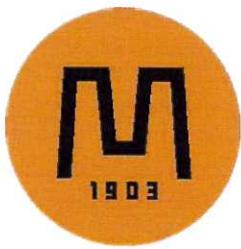
By \_\_\_\_\_  
Senior City Attorney

Date \_\_\_\_\_



**MURRAY**  
CITY COUNCIL

# New Business Item #2



**MURRAY**

# **City Attorney**

## **Conveyance of RDA parcel to City following vacation of Poplar Street**

### **Council Action Request**

**Council Meeting**

Meeting Date: May 19, 2020

<b>Department</b> <b>Director</b> G.L. Critchfield	<b>Purpose of Proposal</b>  Consider accepting conveyance of RDA portion of vacated Poplar Street
<b>Phone #</b> 801-264-2640	<b>Action Requested</b>  Approval of Resolution (approving interlocal agreement b/w RDA and City to convey RDA parcel to City).
<b>Presenters</b> G.L. Critchfield	<b>Attachments</b>  Proposed Resolution and Interlocal Agreement
<b>Budget Impact</b>	 No funds exchanged.
<b>Required Time for Presentation</b> 10 Minutes	<b>Description of this Item</b>  Public Works has petitioned the City Council to vacate Poplar Street between 4800 South and 5th Avenue for the east parking lot of the new city hall. If the Council approves the vacation of Poplar Street, upon recording the ordinance with the County Recorder, title to the vacated street vests in the adjoining property owners. One-half of the width goes to each adjoining property owner. The City is the west side property owner, the RDA is the east side property owner. In order to secure the bonds for the construction of the new city hall development, the property must be owned by the City. The vacated parcel that would go to the RDA is intended as part of the overall new city hall development (the east parking lot of the new city hall) and needs to be owned by the City.
<b>Is This Time Sensitive</b> Yes	
<b>Mayor's Approval</b> 	
<b>Date</b> May 14, 2020	

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

A RESOLUTION OF THE MURRAY CITY MUNICIPAL COUNCIL APPROVING  
AN INTERLOCAL AGREEMENT BETWEEN MURRAY CITY CORPORATION  
("CITY") AND THE REDEVELOPMENT AGENCY OF MURRAY CITY AND  
MURRAY CITY CORPORATION ("RDA") FOR THE CONVEYANCE OF RDA'S  
PORTION OF THE VACATED SECTION OF POPLAR STREET TO THE CITY

WHEREAS, Title 11, Chapter 13, of the Utah Code, provides that two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the City and RDA are "public agencies" as contemplated in section 11-13-101 of the Utah Code, *et seq.* – Interlocal Cooperation Agreement Act; and

WHEREAS, the Redevelopment Agency of Murray City ("RDA") was created and organized pursuant to the provisions of the Community Reinvestment Agency Act – Title 17C of the Utah Code, as amended and is authorized and empowered to undertake certain activities and actions pursuant to the law including the power to hold, sell, convey, grant, gift or otherwise dispose of any interest in real property, and to take actions to promote redevelopment in certain project areas; and

WHEREAS, Murray City Corporation ("City") is a municipal corporation under the laws of the State of Utah with authority to vacate public streets or rights-of-way; and

WHEREAS, the City and RDA own certain real property in the Central Business District Redevelopment Project Area (the "Project Area"); and

WHEREAS, as part of the redevelopment of the Project Area, the City intends to build a new City Hall complex; and

WHEREAS, the City intends to vacate a portion of Poplar Street between 4800 South and 5<sup>th</sup> Avenue to include as part of the east parking lot of the new City Hall complex; and

WHEREAS, the City and RDA own the properties adjacent to Poplar Street between 4800 South and 5<sup>th</sup> Avenue; and

WHEREAS, as adjacent property owners, title to the vacated portions of the street will vest in the City for the western portion of Poplar Street, and the RDA for the eastern portion of Poplar Street; and

WHEREAS, the RDA and City consider the construction of the new City Hall a key feature in the redevelopment of the Project Area; and

WHEREAS, to provide for development in the Project Area, including providing for public spaces, public infrastructure or improvements, eliminating development impediments, and retaining public jobs within the community, the RDA wants to gift to the City its portion of the vacated Poplar Street (the "Property") for use as part of a parking lot for the new City Hall; and

WHEREAS, the RDA and City want to enter into an interlocal agreement wherein the RDA will convey and transfer the Property to the City; and

WHEREAS, the City believes it is in the best interest of the City to enter into such an Interlocal Agreement with the RDA wherein the City will accept the conveyance from the RDA, a copy of said Agreement is attached as Exhibit "A."

NOW THEREFORE, BE IT RESOLVED by the Redevelopment Agency of Murray City as follows:

1. It hereby approves an Interlocal Cooperation Agreement between the Redevelopment Agency of Murray City and Murray City Corporation, in substantially the form attached as Exhibit "A"; and
2. The Interlocal Cooperation Agreement is in the best interest of the City; and
3. Mayor D. Blair Camp is hereby authorized to execute the Agreement for and in behalf Murray and act in accordance with its terms, and such additional documents or instruments necessary or appropriate to complete the conveyance.

PASSED, APPROVED AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

MURRAY CITY MUNICIPAL COUNCIL

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Dale M. Cox, Chair

ATTEST:

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Jennifer Kennedy, City Recorder

**INTERLOCAL COOPERATION AGREEMENT BETWEEN MURRAY CITY AND  
THE REDEVELOPMENT AGENCY OF MURRAY CITY**  
*for the Conveyance of a Vacated Portion of Poplar Street to the City*

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between **Murray City Corporation** ("City") and the **Redevelopment Agency of Murray City** ("RDA").

**RECITALS:**

WHEREAS, the Redevelopment Agency of Murray City ("RDA") was created and organized pursuant to the provisions of the Community Reinvestment Agency Act-Title 17C of the Utah Code, as amended and is authorized and empowered to undertake certain activities and actions pursuant to the law including the power to hold, sell, grant and gift real property; and

WHEREAS, Murray City Corporation ("City") is a municipal corporation under the laws of the State of Utah with authority, through its Mayor, to vacate public streets or rights-of-way; and

WHEREAS, the City and RDA own certain real property in the Central Business District Redevelopment Project Area (the "Project Area"); and

WHEREAS, as part of the redevelopment of the Project Area, the City intends to build a new City Hall complex; and

WHEREAS, the City intends to vacate a portion of Poplar Street between 4800 South and 5<sup>th</sup> Avenue to include as part of the east parking lot of the new City Hall complex; and

WHEREAS, the City and RDA own properties adjacent to Poplar Street between 4800 South and 5<sup>th</sup> Avenue; and

WHEREAS, as adjacent property owners, title to the vacated portions of the street will vest in the City for the western portion of Poplar Street, and the RDA for the eastern portion; and

WHEREAS, the RDA and City consider the construction of the new City Hall a key feature in the redevelopment of the Project Area; and

WHEREAS, to provide for development in the Project Area, including providing for public spaces, public infrastructure or improvements, eliminating development impediments, and retaining public jobs within the community, the RDA wants to gift to the City its portion of the vacated Poplar Street (the "Property"); and

WHEREAS, the RDA has passed a resolution (attached hereto as Exhibit "A") in furtherance of its authority, pursuant to Utah Code Annotated §17C-1-202(1)(d), to convey and gift to the City its title to the eastern portion of the Property, and has determined that such facilitation of redevelopment of the Project Area, including providing for public spaces, public infrastructure or improvements, elimination of development impediments and the retention of public jobs within the community, as well as the expected economic impact and stimulus from the construction of the new City Hall for future private development is acceptable and appropriate consideration for the conveyance and gift of the Property to the City; and the RDA deems the value of the foregoing consideration and benefit of the RDA to be equal to or greater than the value of the Property;

NOW THEREFORE in consideration of the mutual obligations of the City and the RDA contained in this Agreement, the City and RDA hereby agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Agreement.
2. Intent. It is the intent of the RDA to transfer and convey the Property to City as a gift.
3. Transfer of Property. Upon the vacature of Poplar Street between 4800 South and 5<sup>th</sup> Avenue by the City, the RDA shall transfer and convey to the City the eastern portion of said vacated street.
4. Acceptance and Use of Property. City agrees to accept from RDA all of the RDA's right, title and interest in the Property and to use the Property as part of a parking lot for the new City Hall complex. Notwithstanding the foregoing, there is no right of reversion should the City at any point discontinue the use for a parking lot.
5. The Properties and Additional Consideration Exchanged Are Equal in Value. The City and RDA acknowledge that the value of the RDA's portion of the Property and redevelopment benefits to the RDA identified above are substantially equal in value.
6. Representations and Warranties.
  - a. The RDA represents and warrants that it is a duly formed redevelopment agency pursuant to Title 17C of the Utah Code, and has the full authority to gift, convey and transfer the Property to the City.
  - b. The City represents and warrants that it is a governmental unit and political subdivision of the State of Utah and has the full authority to enter into this Agreement and to accept the Property.

7. **No Third-Party Beneficiaries.** The parties to this Agreement do not intend to confer any benefit hereunder on any other person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.
8. **Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable by a court of competent jurisdiction, the same shall not affect any other provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
9. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Cooperation Act-Title 11 Chapter 13 of the Utah Code in connection with this Agreement, the parties agree that this Agreement shall be authorized and adopted by resolution of both the City Council and RDA Board of Trustees pursuant to the requirements of the Interlocal Cooperation Act-Title 11 Chapter 13 of the Utah Code.

IN WITNESS WHEREOF the City and the RDA have executed this Agreement as of the day and year first written above.

**Murray City Corporation**

---

D. Blair Camp, Mayor

**Attest:**

---

Jennifer Kennedy  
City Recorder

**Redevelopment Agency of  
Murray City**

---

Brett A. Hales, Chair

**Attest:**

---

D. Blair Camp  
Executive Director

**Approved as to form and legality:**

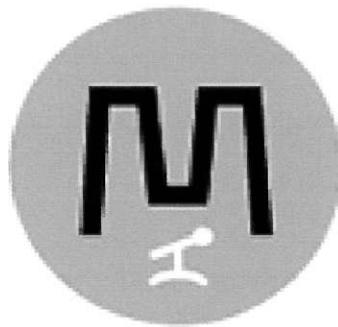
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G.L. Critchfield  
City Attorney

# **EXHIBIT “A”**

RDA Resolution





**MURRAY**  
CITY COUNCIL

# Mayor's Report And Questions



**MURRAY**  
CITY COUNCIL

# Adjournment