



MURRAY
CITY COUNCIL

Council Meeting

May 2, 2023



Murray City Municipal Council

Notice of Meeting

May 2, 2023

Murray City Center

5025 South State Street, Murray, Utah 84107

Meeting Agenda

4:45 p.m. **Committee of the Whole** – Conference Room #107
Garry Hrechkosy conducting

Approval of Minutes – Committee of the Whole – April 4, 2023

Discussion Items:

1. Library Department Report. Kim Fong presenting. (30 minutes)
2. Discussion on potential Enterprise Fund Code changes. Phil Markham presenting. (15 minutes)
3. Discussion on rules and regulations for annexations. G.L. Critchfield presenting. (10 minutes)
4. Discussion on Council Member compensation. Diane Turner presenting. (15 minutes)
5. Discussion on a resolution authorizing and ratifying the execution of an Interlocal Cooperation Agreement between the City and Salt Lake County to provide election services to assist the City in Conducting the City's 2023 Municipal Election. G.L. Critchfield presenting. (5 minutes)
6. Discussion on City Council Travel Policy updates. Garry Hrechkosy presenting. (20 minutes)

Adjournment

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

6:30 p.m. **Council Meeting** – Council Chambers
Phil Markham conducting

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

Council Meeting – April 4, 2023

Special Recognition

None Scheduled.

Special Presentations

None Scheduled.

Citizen Comments

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

Consent Agenda

None Scheduled.

Public Hearings

None Scheduled.

Business Items

1. Consider a resolution authorizing and ratifying the execution of an Interlocal Cooperation Agreement between the City and Salt Lake County to provide election services to assist the City in Conducting the City's 2023 Municipal Election. G.L. Critchfield presenting.

Mayor's Report and Questions

Adjournment

NOTICE

Supporting materials are available for inspection on the Murray City website at www.murray.utah.gov.

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

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

On Friday, April 28, 2023, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov and the state noticing website at <http://pmn.utah.gov>.



Jennifer Kennedy
Council Executive Director
Murray City Municipal Council

Citizen Comments

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Consent Agenda

None Scheduled.

Public Hearings

None Scheduled.

Business Items

1. Consider a resolution authorizing and ratifying the execution of an Interlocal Cooperation Agreement between the City and Salt Lake County to provide election services to assist the City in Conducting the City's 2023 Municipal Election. G.L. Critchfield presenting.

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Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole



MURRAY
CITY COUNCIL

Committee of the Whole Minutes

**MURRAY MUNICIPAL COUNCIL
COMMITTEE OF THE WHOLE**

Meeting Minutes

Tuesday, April 4, 2023

Murray City Center - 5025 South State Street, Conference Room, Murray, Utah 84107

Attendance:

Council Members and others:

Phil Markham – Vice Chair	District #1
Diane Turner	District #4 - Excused
Pam Cotter	District #2
Rosalba Dominguez	District #3
Garry Hrechkosy – Chair	District #5

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administration
Tammy Kikuchi	Chief Communications Officer	Brooke Smith	City Recorder
G.L. Critchfield	City Attorney	Kim Sorensen	Parks and Recreation Director
Russ Kakala	Public Works Director	Danny Hansen	IT
Adam Hock	Resident	Matt Youngs	Power Department
Anthony Semore	NeighborWorks		

Conducting: Council Member Hrechkosy called the meeting to order at 4:30 pm.

Approval of Minutes: Committee of the Whole – March 7, 2023.

Mr. Markham moved to approve, and Ms. Cotter seconded the motion.

All in favor 4-0.

Discussion Items:

Courts Department Report:

Ms. Gallegos compared traffic violation data, traffic court case totals and criminal case data between 2019 and 2023. She discussed small claims to report that from May 4, 2022 through December 31, 2023, the highest amount for filing a small claim is \$15,000. With new legislation, from January 1, 2025 to December 31, 2029 the limit would increase to \$20,000; and on January 1, 2030 the limit will go up to \$25,000. A new audio system should be installed on April 17, 2023 and three new clerks were just hired. She described the new State program called Deferred Prosecution, that determines on-line whether citations are eligible for deferred prosecution or dismissed if no other citations are received within a year. She said justice court reform is underway with a new State task force. The task force would organize a global court system to oversee all justice courts. The program is three years out, involves House Bill 210 and is expected to be very costly once in place. To get all courts involved in justice court reform, another State program called Learning Management Systems was instituted which is a training program about court reform. All clerks are required to complete 10 hours of training per year before a court can be recertified. The Murray Court was recently recertified for another four years.

Donation to Granite School District for music education.

Ms. Kennedy said that during the last budget year, \$40,000 was allocated to MSD (Murray School District) for music education programs. At that time the Council also discussed whether GSD (Granite School District) would be interested in receiving money for music education as well. As a result, Mayor Hales and Mr. Hill reached out to GSD who requested a proposed amount totaling \$36,000. Ms. Kennedy said because MSD only requested \$21,577, there was a remaining amount of \$18,422 that could be given to GSD. She asked Council Members what amount they would like to donate to GSD.

Mr. Markham favored donating the remaining amount to GSD. Mr. Hrechkosy and Ms. Dominguez agreed. Ms. Cotter expressed concern about donation amounts to MSD and GSD being unequal. Mr. Markham noted the remaining amount of \$18,422 was enough to meet the request for Woodstock Elementary. Ms. Cotter questioned how money would be spent among all Murray schools. Mr. Hrechkosy pointed out how the City completely funded the request of MSD. Ms. Kennedy asked Mr. Markham if he proposed funding only the request for Woodstock Elementary which was \$16,500. Mr. Markham said yes, a donation this year would not include the amount requested for Cottonwood High School. He thought the City should evaluate how this donation was used before increasing the allocated budget. Ms. Kennedy said a spending report would be part of the contract.

After further discussion, there was consensus to donate \$15,000 to GSD for Woodstock Elementary. Ms. Cotter would continue to evaluate the matter. Mr. Hrechkosy stressed that the City donated to MSD for many years, and this was the first time the City would give a donation to GSD for schools located in Murray.

Non-profit donation application.

Ms. Kennedy discussed how the Council previously analyzed cash donations and whether an application process was needed for future cash donations if the practice continued. Since that discussion she and Mr. Critchfield worked to create specific applications. Council members analyzed the sample documents that included a smaller application for non-monetary assistance and fee waivers like waiving golf cart fees for charity events; and a larger application for both non-profit and for-profit entities. Ms. Kennedy asked for direction.

Mr. Markham wondered if the City received many requests from for-profit corporations. Mr. Hill said it was rare and the only way the City could give money like that was through the Redevelopment Agency. Mr. Markham did not favor for-profit agencies as a category for receiving cash donations. Ms. Cotter agreed. Mr. Critchfield explained the State statute regarding for-profit donations. He said it was originally intended for situations where a city would try to incentivize a retail business to stay in their city. He shared about a court case involving Orem City which resulted in State legislation establishing that a process must be followed if a city was going to give money to incentivize a business. He said in many states a city cannot give funds to a non-profit, however the Utah statute leaves that open to interpretation because it implies that anyone can ask for funding. The statute was not intended for just whoever, so this was why the City would have an application process for non-profit or for-profit businesses who request money, even though the application is not a guarantee that money would be granted.

After further discussion there was consensus to move forward with the application process for all donation requests. Ms. Kennedy said the new application process requirement would be updated in the Council Rules.

Roberts Rules Training.

Ms. Kennedy gave the training and noted that State law requires a city to pass a parliamentary procedure, so Roberts Rules was adopted as a set of rules for conducting orderly meetings. Ms. Kennedy said Roberts Rules indicates that where a majority rules the rights of everyone are protected. Training included all aspects of how council meetings should be conducted.

Future power rate study.

Mr. Bellon joined the meeting via telecom. He said that since the last discussion about the power rate

increase, there was concern that a 9% increase was not enough. As a result, he contacted consultant Dave Berg and they agreed to get a new rate study done quickly. The hope is to present study results to the Council in June 2023.

Mr. Hrechkosy asked if the SCA (Supply Cost Adjustment) remained in place since there was not an immediate rate increase. Mr. Youngs said the SCA was in place through March. Mayor Hales asked if the City's UAMPS (Utah Associated Municipal Power Systems) power bill for March would be another \$1.5 million. Mr. Bellon believed even though market prices had settled down, the SCA should run through the end of May. He said they would be okay financially and that reserves could be used if they need to get by until the proper rate increase was determined.

Mr. Berg joined the meeting via telecom and explained two important aspects of the new rate study. First would be to provide a 5-year projection of the operating results, under the assumption that the existing rates do not change. The reason for doing this is to measure the need for revenue, related to wholesale power costs because that is what caused the most recent financial difficulty. Five-year projections would be a best guess for what wholesale power costs will be moving forward. He said if costs continue to rise as expected, this will give an indication of the ability to cover operating expenses, including wholesale power and capital improvement costs. This could lead to decisions about whether to cash flow capital improvements, or to bond for them. In a couple of months, the balance of reserves would be most telling.

The second aspect is to conduct a COS (Cost-of-Service) study, which was done in 2016. The COS looks at different types of customers and estimates the cost to serve each type, or class of customer. By taking expenses and revenue requirements and dividing them up among the different classes of customers whether residential or industrial, the allocated cost to serve is compared with the amount of revenue received from customers. The COS would use expenses related to residential customers and determine what a cost-based customer charge might be.

Mr. Berg said the analysis would tell whether certain classes of customers are subsidizing another class. Both aspects of the study would determine components of a rate design and composed rates for each type of customer. Mr. Berg said because of the changes in wholesale market pricing, another critical thing to realize is that the stable market we have had is going away. There might be periods of stability, but with all the recent changes in the industry, there are too many moving parts to expect wholesale power costs to stabilize. What happens with the market and wholesale power costs is outside of the City's control, so a panic mode should be avoided in order to deal with elevated purchase-power expenses.

Mr. Markham said looking forward at the rate schedule, as far in advance as possible and considering the volatility of future rates, was there a possibility that reserves would drop below an acceptable level. He felt only a certain percentage of revenue could be recouped. He asked if there would be a certain level of high cost that would trigger the City into identifying when or if another rate increase would follow this one.

Mr. Berg said many utility companies have a policy in place for that, which prevents reserves from dropping to a certain low level, so setting a policy for a minimum balance in reserves would help. He suggested a functioning adjustment clause in the ordinance language so that utility bills would automatically adjust up or down depending on fluctuating wholesale power costs. This mechanism would change the revenue automatically on a continuous basis as needed. Mr. Hrechkosy asked if all tiers, and

a new two-tiered rate for winter; and charging customers more for using excess energy would be included in the new rate study. Mr. Berg said yes.

Mr. Hill clarified the policy details suggested by Mr. Berg. He explained once the rate study was completed, Council Members would need to decide whether or not to allow an adjustable rate for wholesale power. This meant the Council would allow customer utility bills to fluctuate up and down without any further Council approval. Adjustments would happen automatically according to what wholesale rate costs are at the time. He said the option would be built into the ordinance, so the Council should be sure this is what they want. Ms. Moore said utility bills would be adjusted on a quarterly basis.

Mr. Critchfield said if the Council decided to approve the adjustable rate for wholesale power option, they would only be approving the administration's authorization to adjust the power rate accordingly, and not how often the rate is adjusted. Mr. Hrechkosy said it was important to communicate with clear language to citizens the reason for the ordinance, and why utility bills would be fluctuating.

Adjournment: 5:47 p.m.

Pattie Johnson
Council Office Administrator III



MURRAY
CITY COUNCIL

Discussion Items



Discussion Item #1



MURRAY

Murray City Council

Report from the Library

Council Action Request

Committee of the Whole

Meeting Date: May 2, 2023

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Kim Fong Required Time for Presentation 30 Minutes Is This Time Sensitive No Mayor's Approval Date April 17, 2023	Purpose of Proposal Monthly Department Report Action Requested Information only. Attachments Budget Impact None Description of this Item The Library will provide an update on their department.
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MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY

City Council

Enterprise Fund Changes

Council Action Request

Committee of the Whole

Meeting Date: May 2, 2023

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Phil Markham Required Time for Presentation 15 Minutes Is This Time Sensitive Yes Mayor's Approval Date April 5, 2023	Purpose of Proposal Discuss potential changes to enterprise funds Action Requested Information and discussion Attachments Budget Impact None Description of this Item Regarding Enterprise Fund policy and direction. I would like to discuss if the City Council would like to modify the code to include items such as: 1. A rate study must be completed for enterprise funds every 5 years. 2. A rate change cannot be approved without a completed rate study. 3. Enterprise Fund reserves must cover a minimum of 6 months operating costs, based on the previous year expenses (minus capitol projects), however, it shall not exceed 12 months of operating expenses. 4. Enterprise Funds must have a Master Plan in place and the Master Plan must be updated every 5 years.
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Discussion Item #3



MURRAY

Attorney

Annexation

Council Action Request

Committee of the Whole

Meeting Date: May 2, 2023

Department Director G.L. Critchfield Phone # 801-264-2654 Presenters G.L. Critchfield Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval  Date April 13, 2023	Purpose of Proposal To review the annexation rules and regulations Action Requested None Attachments Budget Impact Description of this Item G.L. will be conducting a brief overview for the City Council on the rules and procedures for annexation. Annexation is the process by which a municipality expands its boundaries to include adjacent territory. This can have significant implications for the city and its residents, as it can impact the delivery of services, taxation, and representation.
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Continued from Page 1:

G.L. will provide an overview of the legal framework for annexation, including the state laws and regulations that govern the process. In addition, G.L will provide guidance on the steps that the City Council must follow to initiate and complete an annexation, as well as the various factors that they should consider when evaluating whether annexation is appropriate.

By the end of the overview, the City Council will have a better understanding of the annexation process and the legal requirements that must be met to ensure all rules and regulations of annexation are followed.



Discussion Item #4



MURRAY

City Council

Compensation of City Council Members

Council Action Request

Committee of the Whole

Meeting Date: May 2, 2023

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Diane Turner	Purpose of Proposal Consider raising Council Member Compensation to \$20,000.00. Action Requested Approve Ordinance Attachments Memo, proposed ordinance Budget Impact \$14,605 Annually Description of this Item Consider an ordinance amending section 2.06.040 of the Murray City Municipal Code Relating to the Compensation of Council Members.
Required Time for Presentation 15 Minutes Is This Time Sensitive Yes Mayor's Approval Date April 17, 2023	



MURRAY CITY CORPORATION
CITY COUNCIL

Phil Markham, District 1

Pam Cotter, District 2

Rosalba Dominguez, District 3

Diane Turner, District 4

Garry Hrechkosy, District 5

Jennifer Kennedy
Council Executive Director

MEMORANDUM

TO: Murray City Municipal Council

FROM: Diane Turner, Council District #4

DATE: April 18, 2023

RE: Municipal Council Compensation

This item is a follow-up from the council initiative workshop we held on February 15, 2023. During that workshop, a discussion took place on whether to increase the compensation of the council.

Currently, the salary of a Murray City councilmember is \$17,079 per year. I would like to propose raising the council's salary to \$20,000 per year. In addition, I would like to propose that we receive a technology allowance of \$1,000 per term (every four years). The technology allowance would be in lieu of the city providing council members with iPads. Rather, council members could use their technology allowance to purchase the device of their choice to use for their council business.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2.06.040 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO THE COMPENSATION OF CITY COUNCIL MEMBERS.

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this Ordinance is to amend section 2.06.040 of the Murray City Municipal Code relating to compensation of City Council members.

Section 2. Amendment of section 2.06.040 of the Murray City Municipal Code. Section 2.06.040 of the Murray City Municipal Code relating to compensation of City Council members shall be amended to read as follows:

2.06.040: COMPENSATION OF CITY COUNCIL MEMBERS:

The compensation of the City Council Members shall be ~~fourteen~~ **twenty thousand six hundred thirty-eight** dollars (\$~~14,20,638~~**20,638**000.00) per year, **a technology allowance of \$1000.00 per term** and any cost of living increase approved by the City Council for full time City employees.

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

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

MURRAY CITY MUNICIPAL COUNCIL

Garry Hrechkosy, Chair

ATTEST:

Brooke Smith, City Recorder

Transmitted to the Office of the Mayor of Murray City on this ____ day of _____, 2023.

MAYOR'S ACTION:

DATED this ____ day of _____, 2023.

Brett A. Hales, Mayor

ATTEST:

Brooke Smith, City Recorder

CERTIFICATE OF PUBLICATION

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

Brooke Smith, City Recorder



Discussion Item #5



MURRAY

City Attorney/City Recorder

Interlocal Agreement for 2023 Elections (with Salt Lake County)

Council Action Request

Committee of the Whole and Council Meeting



Meeting Date: May 2, 2023

Department Director G.L. Critchfield Phone # 801-264-2640 Presenters G.L. Critchfield Required Time for Presentation 10 Minutes Is This Time Sensitive No Mayor's Approval  Date April 18, 2023	Purpose of Proposal To discuss the Interlocal Agreement with Salt Lake County for Municipal Elections 2023. Action Requested Approval of Resolution Attachments Proposed Resolution and Interlocal Cooperation Agreement Budget Impact \$40,000 Description of this Item The Recorders Office is requesting approval of a contract with Salt Lake County Election's Division to assist in conducting the City's 2023 primary and general municipal elections. The City has contracted with the County for several years. They have all the equipment needed and will take care of hiring election workers, setting up polling location, ballot printing, etc. I am recommending the city continue to allow the county to conduct our 2023 municipal elections.
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RESOLUTION NO. R 23-

A RESOLUTION AUTHORIZING AND RATIFYING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY TO PROVIDE ELECTION SERVICES TO ASSIST THE CITY IN CONDUCTING THE CITY'S 2023 MUNICIPAL ELECTION.

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

WHEREAS, the City wants Salt Lake County ("County") to provide the services of its clerk's office, elections division, to assist the City in conducting the City's 2023 municipal election; and

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

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

1. It hereby approves and ratifies the Agreement dated February 14, 2023 between the City and the County for the County to provide the services of its clerk's office, elections division, to assist the City in conducting the City's 2023 Municipal Election.

2. The Agreement is in the interest of rendering the best service with the least possible expenditure of public funds.

3. Mayor Brett A. Hales' execution of the Agreement is hereby authorized and ratified on behalf of the City.

4. Mayor Brett A. Hales, is hereby authorized to act in accordance with the terms of the Agreement.

DATED this day of April, 2023.

MURRAY CITY MUNICIPAL COUNCIL

Garry Hrechkosy, Chair

ATTEST:

Brooke Smith, City Recorder

County Contract No. CK23114
D.A. No. 23CIV000146

INTERLOCAL COOPERATION AGREEMENT

between

MURRAY CITY

and

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

FOR MUNICIPAL ELECTION

THIS AGREEMENT is made and entered into the 14th day of February, 2023, by and between SALT LAKE COUNTY (the "County"), a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Clerk's Office, Elections Division; and MURRAY CITY (the "City") a municipal corporation created under the laws of the State of Utah.

RECITALS:

WHEREAS, the County desires to provide the services of its clerk's office, elections division, to the City for the purpose of assisting the City in conducting the City's 2023 primary and general municipal elections; and

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

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (2022), to enter into agreements to cooperate with each other in a manner which will enable them to make the most efficient use of their resources and powers.

AGREEMENT:

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. **Term.** The County shall provide election services described below to the City commencing on the date this Agreement is approved by both parties and terminating on December 31, 2023. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County shall perform the listed election functions as set forth in Exhibit "A" and as needed to ensure implementation of the City's 2023 primary and general municipal elections.

3. **Legal Requirements.**

a. The County and the City understand and agree that the City's 2023 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit "A." The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

b. The County and the City understand and agree that if the County provides services or resources to conduct an instant runoff voting election as described in sections 20A-4-603 and -604, UTAH CODE (2022) ("Rank Choice Voting"), the estimated cost of administering such an election will be provided to the City at a later time.

c. If the City decides to hold a Rank Choice Voting election, then, in accordance with Utah Code § 20A-4-602(3)(a), it shall provide the Lt. Governor and the County notice of its intent to use Rank Choice Voting as its selected method of voting, no later than May 1, 2023.

d. The County has the full ability to conduct Rank Choice Voting for races involving no more than 10 candidates. The City therefore acknowledges that if the County conducts a Rank Choice Voting race involving more than 10 candidates, then the County will be able to count only the first ten valid preference rankings cast by each voter in that race. The City hereby assumes full risk and liability for, and agrees to indemnify and hold harmless the County, its agents, officers and employees from and against, any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the City's decision to use of Rank Choice Voting in a race involving more than 10 candidates. Moreover, the County reserves the right to refuse to conduct a City election, or any contest, that includes a Rank Choice Voting race involving more than 10 candidates. The County's exercise of such a right shall be effective immediately upon written notice to the City and shall not be construed as a breach

of, or an event of default under, this Agreement, and said exercise shall be without any liability of, or penalty to, the County.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County. The estimated cost of such services shall be provided in Exhibit "B," and will be attached hereto and incorporated by reference. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's actual costs of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to – 904 (2022) (the "Governmental Immunity Act"). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Governmental Immunity Act or common law. Each party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act as an agent for the other. Each of the parties hereto

assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other party or its agents, employees, or contractors.

6. **No Obligations to Third Parties.** The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

7. **Indemnification.** Subject to the provisions of the Act, the City agrees to indemnify and hold harmless the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act, error or omission of the City, its officers, agents and employees and including but not limited to claims that the County violated any state or federal law in the provision of election services under this Agreement.

8. **Election Records.** The City shall maintain and keep control of all of its records created pursuant to this Agreement and from the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain its election records consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2022), and all other relevant local, state and federal laws.

9. **Service Cancellation.** If the Agreement is canceled or terminated as provided above, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation or termination of

this Agreement by either party, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of said cancellation or termination and based upon the dollar amounts for materials, equipment and services set forth herein.

10. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections. The City agrees that the direction it gives the County under Utah Code § 20A-5-400.1(2)(a) and this Agreement shall likewise be in strict compliance with all such applicable laws. The County shall be under no obligation to comply with any direction from the City that is not demonstrably consistent with all applicable federal, state and county laws governing elections.

11. **Agency.** No agent, employee or servant of the City or the County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by either party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The City and the County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees and servants during the performance of this Agreement.

12. **Force Majeure.** Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes or unusually severe weather. If such condition continues for a period in excess of 60 days, the City or the County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County Salt Lake County Mayor
2001 South State Street, N2-100
Salt Lake City, Utah 84190

and

Ann Stoddard
Admin/Fiscal Manager
Salt Lake County Clerk's Office
2001 South State, Suite S1-200
Salt Lake City, Utah 84190-1050
email: astoddard@slco.org

City Murray City Corporation
Attention: City Recorder
10 East 4800 South
Murray, UT 84107

email: bsmith@murray.utah.gov

14. **Required Insurance Policies.** Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

15. **Independent Contractor.** Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 15, 2023, and on November 7, 2023, certain decisions by the County referenced in Exhibit "A" may not be subject to review by the City. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources,

procedures and policies based upon providing a consistent type, scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."

16. **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice or action nominates, recommends or supervises the City's operations or authorizes funding or payments to the City.

17. **Ethical Standards.** The City represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or section 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinance.

18. **Interlocal Agreement.** In satisfaction of the requirements of the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (2022), (the "Interlocal Act"), in connection with this Agreement, the City and the County agree as follows:

a. This Agreement shall be approved by each party, pursuant to section 11-13-202.5 of the Interlocal Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;

c. Any duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to section 11-13-209 of the Interlocal Act;

d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action performed 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. 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. County and City Representatives.

i. The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.

ii. The City designates the City's Recorder
[title] as the City's representative in its performance of this Agreement. The

City's Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

21. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both parties.

[SIGNATURE PAGE TO FOLLOW]

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

SALT LAKE COUNTY:

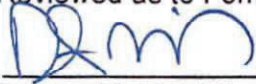
Mayor or Designee

Date: _____

Recommended for Approval:

Lannie Chapman
Salt Lake County Clerk

Reviewed as to Form:



Adam Miller
2023.02.06 10:35:16
-07'00'

Deputy District Attorney

Date: _____

MURRAY CITY:

By: 
Brett Hales (Feb 13, 2023 17:48 MST)

Name: Brett A. Hales

Title: Mayor

Date: Feb 14, 2023

Approved as to Form:



GL Critchfield (Feb 13, 2023 16:28 MST)

By: G.L. Critchfield, City Attorney

Date: Feb 13, 2023

ATTEST

Murray City Records Officer



Brooke Smith (Feb 14, 2023 10:58 MST)

Approved as to the available funds
Finance & Administration



Budget Officer



Exhibit "A"
2023 Municipal Elections
Scope of Work

The City agrees to the consolidation of all election administrative functions to ensure the successful conduct of multiple, simultaneous municipal, local district elections and county elections and the County agrees to conduct vote by mail/consolidated polls elections for the City.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

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

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election vote centers/early vote locations
- Vote by Mail administration
- Updating state and county websites
- Tabulating, reporting, auditing and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and § 20A-9-203)
- Direct payment of all costs associated with the elections to include vote center workers, training, vote centers, rovers.

The City will provide all voter education outreach related to Rank Choice Voting, if applicable.

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

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

The City will be invoiced for its pro-rata share of the actual costs of the elections which are estimated in Exhibit B. In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

Exhibit "B"

2023 Election Costs

Murray

Below is the good faith estimate for the upcoming **2023 Municipal Election** for **Murray**. Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/27/2023): **16,554**
- B. Election for the offices below:

2023 Offices
Council District 1
Council District 3
Council District 5

All billing will be based on actual costs.

If your municipality pursues traditional voting, **not** ranked choice voting (RCV), **and** has a Primary Election and a General Election, the estimated cost would be \$39,061.

If your municipality chooses RCV for the General Election **and** cancels the Primary Election, the estimated cost would be \$25,389 for the General Election **plus** RCV costs (see below).

If your municipality chooses RCV for the Primary Election **and** holds a traditional voting General Election, the estimated cost would be \$39,061 **plus** the RCV costs (see below).

RCV Costs will be applied on a sliding scale, see below. If your municipality chooses to hold a RCV election for either the Primary or the General, the added costs will be dependent upon how many other municipalities opt in to RCV.

As an example, if Murray is the only municipality to hold a RCV election, the costs would be as quoted above plus \$36,156. You can see if two municipalities choose RCV, your added costs would be \$18,078. (See the chart below for the additional cost depending on how many municipalities participate.)

Number of participating municipalities	Allocated costs
1	\$ 36,156
2	\$ 18,078
3	\$ 12,052
4	\$ 9,039
5	\$ 7,231
6	\$ 6,026
7	\$ 5,165
8	\$ 4,520
9	\$ 4,017
10	\$ 3,616
11	\$ 3,287
12	\$ 3,013

Number of participating municipalities	Allocated costs
13	\$ 2,781
14	\$ 2,583
15	\$ 2,410
16	\$ 2,260
17	\$ 2,127
18	\$ 2,009
19	\$ 1,903
20	\$ 1,808
21	\$ 1,722
22	\$ 1,643
23	\$ 1,572



Discussion Item #6



MURRAY

City Council

City Council Travel Policy Updates

Council Action Request

Committee of the Whole

Meeting Date: May 2, 2023

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Garry Hrechkosy	Purpose of Proposal Updates to the City Council Travel Policy Action Requested Adopt proposed changes Attachments Current policy with proposed updates. Cost list of all pre-approved conferences. Budget Impact None Description of this Item Council Member Hrechkosy is proposing the following changes to the travel policy for the City Council: Each council member will have an allocated travel budget of \$7,500 per fiscal year. The list of pre-approved conferences has been updated.
Required Time for Presentation 20 Minutes Is This Time Sensitive Yes Mayor's Approval Date April 18, 2023	

Murray City Council Travel Policy

The Murray City Municipal Council adopts, subject to the provisions below, the Murray City travel policy put into effect by Executive Order 19-01 of July 7, 2019, a copy of which is attached.

Council Specific Provisions and Amendments

1. Future Amendments. In the event of any future amendment by the City administration to Executive Order 19-01, the Council shall automatically adopt such amendments unless within 60 days of the amendment, the Council reviews and affirmatively declines to adopt such amendment or to adopt the amendment with modifications.
2. Council travel plans shall be determined and approved during the annual budget process.
 - a. During the budget process each year, council members will be allocated up to \$7,500 per council member to use towards travel and may attend any pre-approved conference(s) they would like until their allocated money is gone.
 - b. The Council Director will keep track of each council members travel budget and update council members regularly.
 - c. A council member must have enough allocated funds to completely cover all conference expenses (hotel, air, per diem, car rental, ground transportation, etc.) in order to attend a conference.
 - d. A council member will repay the city any amount that is spent over their allocated funds.
 - e. Travel that was not anticipated during the budget process should be presented to the Council for approval on a case-by-case basis to determine intent and benefit in order for expenditures to be covered by the City Council budget.
3. The following conferences have traditionally been pre-approved for attendance by Council Members:
 - Utah League of Cities and Towns, Annual and Mid-Year Conferences (All Council Members and Council Executive Director)
 - Utah League of Cities and Towns Mid-Year Conference
 - National League of Cities: Congressional City Conference or
 - National League of Cities City Summit. (All Council Members and Council Executive Director; one conference per fiscal year)
 - American Public Power Association: Legislative Rally or
 - American Public Power Association National Conference (All Council Members; one conference per fiscal year. Three Council Members from the Council Budget; Two Council Members from Power Department budget.)

- UAMPS conference in August. ~~(All Council Members; paid from the Power Department Budget.)~~
- Utah Land Use Institute Annual Land Use Conference
- ULCT Elected Officials Essentials
- ULCT Local Officials Day
- American Planning Association
- ICSC Las Vegas
-

~~4. Council Members may be invited to participate in travel related to City matters sponsored by another City Department. Travel sponsored by another Department is subject to that Department's travel budget and may be rotated between Council Members.~~

5.4. Only one City Council Member may be approved for City related business travel during the time of a scheduled City Council meeting.

5. Upon return, Council Members will work with the Council Director to schedule time in a Committee of the Whole meeting to provide a follow-up report to the full Council.

6. Council Members whose terms are terminating and have determined not to run for another term of office, shall not use Murray City funding to travel during the last six months of office, and those who have been defeated during elections and are leaving office in January shall not use Murray City funding to attend conferences unless serving as the official City representative on a board, committee, or other official body.
7. Council Members are encouraged to attend training and educational seminars prior to taking office.
8. Council staff will coordinate with Council Members to make travel arrangements. If a Council Member would like to stay extra nights before or after a conference, they will be responsible to make their own hotel reservations. Extra hotel nights may not be reserved or paid for with a City issued credit card.
9. Family expenses, including tours, movies, mini-bar and other social events, will be the responsibility of each Council Member according to their usage. Council Members are responsible for turning in their receipts for reimbursement on all other covered expenses within ten (10) days of returning. These expenses include the following for each Council Member:
 - a. Airline tickets and baggage expense
 - b. Lodging expense
 - c. Ground transportation (taxi, public transportation or rental car) to and from the Salt Lake City airport, from the destination airport to the lodging and back to the airport, and from the lodging to a council or conference sponsored event and back to the lodging.
 - d. City related phone calls
 - e. Parking expense at the airport or other long-term facilities

EXECUTIVE ORDER EO19-01

City-Wide Travel Policy

CONFLICT AND REPEAL

This Executive Order supersedes, rescinds and replaces Executive Order #15-03, dated July 16, 2015; #12-01 dated April 2, 2012; and #2, dated January 14, 1982, each of which shall be of no further force nor effect. Any and all other Executive Orders relating to City travel are hereby rescinded and superseded by this Order.

PURPOSE

The purpose of this order is to adopt a City-wide travel policy in order to ensure consistent application of cost reimbursement and other matters related to employee travel for City business.

IMPLEMENTATION OF POLICY

The attached City-Wide Travel Policy is hereby approved and adopted.

EFFECTIVE DATE

This Travel Policy shall be effective June 7, 2019

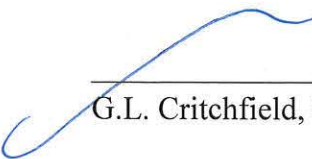
Dated this 6th day of June, 2019.


D. Blair Camp, Mayor

Attest:


Jennifer Kennedy, City Recorder

Approved as to form:


G.L. Critchfield, City Attorney



Murray City Travel Policy

All overnight travel, whether in-state or out-of-state, is governed by this policy. When traveling for work-related meetings, conferences, and training programs, the city will pay reasonable amounts for expenses. Every effort should be made to make cost effective choices for lodging, transportation, and other related expenses. All travel is subject to review and audit. When requesting funds for travel, the employee agrees to only use the money as intended according to this policy.

1.0 Definitions

- 1.1 "Travel" means any work-related, overnight trip for the city.
- 1.2 "Employee" means all city personnel, city council and staff, boards and commission members, or others who travel using executive branch funds as approved by the department head and Mayor.
- 1.3 "Per Diem" means the amount provided to an employee who is traveling to cover the costs of meals and incidental expenses without the necessity of supporting receipts. "Incidental expenses" include fees and tips for porters, baggage handlers, room service tips, and other similar services. "Incidental expenses" does not include ground transportation, fuel (if traveling in a city vehicle), airport parking, baggage fees, or rental cars.
- 1.4 "Ground Transportation" means the cost of transporting the employee to and from the Salt Lake City airport (if approved by the department head), from the destination airport to the lodging and back to the airport, and from one place of business to another place of business.

2.0 General Provisions

- 2.1 A Travel Authorization Form must be completed and approved prior to traveling. Travel Authorization Forms will be approved by the department head as to the availability of funds prior to being submitted to the Mayor. It is the responsibility of each department head to ensure that all forms and documentation submitted by their employees are in proper order.
- 2.2 When possible, employees should pay for travel-related expenses using a city credit card. If not possible, a receipt of payment must be submitted for reimbursement.
- 2.3 Employees may travel with guests. However, the city will only reimburse employee expenses. Guest expenses should not be charged on city credit cards.
- 2.4 Non-exempt employees will be compensated for travel time as required by the Fair Labor Standards Act (FLSA).
- 2.5 Upon completion of approved travel, a Travel Reconciliation Form, along with receipts, must be submitted to the department head within ten business days for final review and authorization of any payment due.
- 2.6 Violations of this policy or making false statements on any travel forms will constitute grounds for disciplinary action.

3.0 Event Registration

- 3.1 Registration fees for conferences and seminars will be paid by the city.
- 3.2 Fees for optional social events or non-business-related activities will not be paid by the city.

Murray City Travel Policy

4.0 Transportation

- 4.1 Considering travel time, the least costly mode of transportation to the destination should be used for travel. This includes airlines, city vehicle, rental car, or mileage for personal vehicle. If an employee chooses another mode of transportation other than the least costly mode, the city will pay for the least costly method.
- 4.2 When possible, employees are encouraged to use city-owned vehicles for travel.
- 4.3 Employees requesting to use a personal vehicle will calculate mileage advances as stated by the IRS POV mileage allowance rate. (www.gsa.gov)
 - 4.3.1 Use of a personal vehicle requires verification of liability, personal injury and property damage insurance coverage when submitting the Travel Authorization Form. If an accident occurs while using a personal vehicle, all costs related to the accident, except those covered by workers compensation, will be paid solely through the personal insurance.
 - 4.3.2 If more than one employee rides in the same vehicle, only the owner of the vehicle will be reimbursed for mileage.
- 4.4 A rental car may be used when work-related travel is required or is less expensive (including the cost of parking) than other transportation modes. The city will not pay for rental cars that are used for non-work-related travel.
 - 4.4.1 When renting a car for work-related use, a liability insurance supplement and loss damage waiver must be purchased.
- 4.5 The city will pay the lowest price, with fewest stops (including baggage fees), domestic coach class airfare when making airline reservations. Airline ticket purchases should be booked as far in advance as possible to get the best price. Reservations inside of 21-days require department head approval. Frequent flyer memberships should not influence airline ticket purchases.
- 4.6 The city will pay for ground transportation, including ground transportation tips up to 20%, and airport parking.

5.0 Lodging

- 5.1 The city will pay conference rates for single occupancy lodging plus tax. Upgrades, room service, and entertainment fees will not be paid by the city.

6.0 Per Diem

- 6.1 The city will advance funds for Per Diem as stated by the IRS destination city per diem rate schedule. (www.gsa.gov)
- 6.2 The first and last day of travel will be paid at 75% per diem.
- 6.3 In lieu of per diem, an employee may pay for meals and incidental expenses and request reimbursement up to the per diem limit. A receipt documenting the expense is required.

FY2023 - 2024 Travel and Learning
(10-0101-42125)

	Registration Fee	Hotel	Per Diem	Mileage	Airfare	Misc	Total per Person	Multiply by 5 or 6	Total for Council	Notes
UAMPS Conference - Jackson Hole Wyoming - August 2023	\$0.00	\$804.36	\$266.00	\$343.36	\$0.00	\$0.00	\$1,413.72	5	\$7,068.60	(1) Historically this conference has been paid for by the Power Department and is not included in the council's travel budget.
ULCT Salt Lake City - October 2023	\$510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$510.00	6	\$3,060.00	(2)
Utah Land Use Institute Land Use Training - October 2024	\$335.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$335.00	5	\$1,675.00	
NLC City Summit-November 2023 Atlanta, GA	\$700.00	\$1,000.00	\$250.00		\$500.00		\$2,450.00	5	\$12,250.00	This is an estimate since no one from the council has ever attended this conference
ULCT Elected Officials Essentials	\$60.00						\$60.00	5	\$300.00	This training is geared towards newly elected officials
ULCT Local Officials Day January 2024	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	6	\$600.00	(3)
APPA Legislative Rally February 2024	\$750.00	\$1,500.00	\$276.50	\$0.00	\$1,670.00	\$150.00	\$4,346.50	5	\$21,732.50	(4) Misc is \$100 for ground transportation and \$50 for airport parking. Airfare is an average of what was paid per councilmember to attend this conference in 2023
NLC Congressional City Conference Washington DC - March 2024	\$750.00	\$1,005.00	\$276.50	\$0.00	\$690.00	\$0.00	\$2,721.50	5	\$13,607.50	(5) Airfare is an average of what was paid per councilmember to attend the conference in 2023
American Planning Association - April 2024							\$5,000.00	5	\$25,000.00	This is a conference council members may be interested in attending. The cost is an estimate since no one from the council has ever attended this conference
ULCT Mid-Year Conference St. George - April 2024	\$355.00	\$404.00	\$177.00	\$327.00	\$0.00	\$0.00	\$1,263.00	6	\$7,578.00	
ICSC Las Vegas - May 2024	\$975.00	\$377.50	\$241.50	\$0.00	\$247.20	\$60.00	\$1,901.20	3	\$5,703.60	(6) \$60 Misc Fee was for baggage
APPA Conference - June 2024	\$1,325.00	\$1,600.00	\$513.50	\$0.00	\$1,000.00	\$300.00	\$4,738.50	5	\$23,692.50	Airfare is an estimate. Misc is \$150 for ground transportation and \$150 for airport parking

FY2023 - 2024 Travel and Learning
(10-0101-42125)

	Registration Fee	Hotel	Per Diem	Mileage	Airfare	Miic	Total per Person	Multiply by 5 or 6	Total for Council	Notes
Various Workshops									\$280.00	
Training Class for Pattie									\$250.00	
Travel and Learning Total:							\$24,839.42		\$122,797.70	

Notes

(1) UAMPS Conference August 2023 – This conference has been historically paid for by the Power Department. Last time the council went was in 2019. According to the paperwork I found, the cost for each council member to attend this conference was \$1,414 each (air, hotel, per diem). There was no registration fee noted on any of the travel request forms for this conference. With a 10% inflation rate, if the council wanted to add this conference to their budget, I would estimate it to be \$1,555 each (times 5 = \$7,775 total). 4/12/2023 - Spoke with Michelle in the Power Department. She said there is no registration fee for the UAMPS Conference.

(2) ULCT October 2023 – This is a local conference that all councilmembers and the council director attend. The cost last year was \$485 per person. I added a 5% price increase for 2023 and rounded up to \$510 per person (times 6 = \$3,060)

(3) ULCT Local Officials Day January 2024 – Same as last year, budgeted \$100 for all councilmembers and the council director to attend.

(4) APPA Legislative Rally February 2024 – Historically the Power Department has invited, and paid for, two councilmembers to attend this conference, however, there have been recent discussions on whether all councilmembers should have the option to attend this conference. In FY 2022, two councilmembers attended this conference and it was paid for by the power department. The cost for the registration fee, lodging, per diem, airport parking and ground transportation for each councilmember was \$2,7676.50. Airfare ranged from \$1,300 to 2,038 (average of \$1,670). I added the conference cost to the average of the airfare to budget for next year. I budgeted \$4,346.50 for each councilmember to attend this conference in FY 2023.

(5) NLC Washington DC March 2024 – In FY 2022 the cost for the conference, hotel and per diem was \$2,031.50. The average cost of airfare was \$690. Total per councilmember to attend the conference is \$2,721.50; not including any pre-conference sessions which generally cost around \$185 per session.

(6) Councilmembers are invited by the Mayor and the conference is paid for by RDA



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

MEETING MINUTES

The Murray City Municipal Council met on **Tuesday, April 04, 2023, at 06:30 PM** for a meeting held in the Murray City Council Chambers, 5025 S State Street, Murray, Utah.

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

OPENING CEREMONIES

DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT - DRAFT

Council in Attendance

Philip Markham, District #1 (Conducting)
Pamela Cotter, District #2
Rosalba Dominguez, District #3
Diane Turner, District #4 (Excused)
Garry Hrechkosy, District #5 (Excused)
Jennifer Kennedy, Council Director
Pattie Johnson, Council Office Administrator III
Crystal Brown, Officer Administrator

Administrative Staff in Attendance

Brett A. Hales, Mayor
Doug Hill, Chief Administrative Office
Tammy Kikuchi, Chief Communication Officer
G.L. Critchfield, City Attorney
Brooke Smith, City Recorder
Brenda Moore, Finance and Administration Director
Craig Burnett, Police Chief
Joey Mittelman, Fire Chief
Bruce Turner, Power Operations Manager
Matt Youngs, Energy Services Compliance Manager
Russ Kakala, Public Works Director
Ben Ford, Wastewater Superintendent
Danny Hansen, IT Systems Administrator

Others in Attendance

Anthony Semone, Adam Hock, Clark Bullen, Doug Payne, Judith Payne, Lawrence Horman, Drue Kehl, and Darin Bird.

CALL TO ORDER

Councilmember Markham called the meeting to order at 6:30 p.m.
Councilmember Turner and Councilmember Hrechkosy were excused.

The audience was invited to recite the Pledge of Allegiance led by Darin Bird.

APPROVAL OF MINUTES

None scheduled.

SPECIAL RECOGNITION

1. Consider a Joint Resolution of the Mayor and Municipal Council of Murray City, Utah Declaring Friday, May 5, 20223 as Murray Arbor Day., Mayor Hales and Council Chair Hrechkosy presenting

PRESENTATION

Mayor Hales invited board members of the Shade Tree and Beautification Committee to the podium and then read into the record the Joint Resolution declaring Friday, May 5, 2023, as Murray Arbor Day.

During the meeting, it was discussed that Arbor Day is a national and international observance that celebrates the significance of trees, as they provide a source of joy and spiritual renewal. The value of a tree cannot be measured, as its worth is subjective and varies depending on the individual's emotional and spiritual connection to it.

It was highlighted that trees offer many benefits, including reducing soil erosion, moderating temperature, cleaning the air, producing oxygen, and providing habitats for wildlife. Trees also provide enjoyment, shade, cover, and safety for people and other living creatures.

The council affirmed its commitment to managing the confined spaces along streets and near buildings to ensure peaceful coexistence between trees, utilities, buildings, and people. The Shade Tree and Beautification Commission, which promotes the planting and care of trees and vegetation, plays a significant role in enhancing the city's beauty and value, making it a more desirable place to work, play, and live.

As a Tree City USA for 46 years, Murray City is reminded of the slogan, "Murray is a City Without Equal." The Mayor and Municipal Council of Murray City, Utah, jointly resolved to declare May 5, 2023, as Murray Arbor Day, acknowledging the importance of trees and the benefits they provide to the community.

MOTION

Councilmember Cotter moved to adopt the Joint Resolution of the Mayor and Municipal Council of Murray City, Utah Declaring Friday, May 5, 20223 as Murray Arbor Day. The motion was SECONDED by Councilmember Dominguez.

ROLL CALL

Ayes: Councilmember Markham, Councilmember Cotter, Councilmember Dominguez
Excused: Councilmember Turner, Councilmember Hrechkosy
Motion passes 3-0

DISCUSSION

Mayor Hales finished reading the Joint Resolution into the record.

Darin Bird and Judith Payne urged citizens to support efforts to protect trees and woodlands by planting trees that would benefit future generations while beautifying the city. The Shade Tree and Beautification Commission is responsible for organizing an annual event to celebrate Arbor Day and thanked the Mayor for his words and invited everyone to attend the event in the park on May 5th. They also shared that Murray City was the longest Tree City, USA community in Utah.

CITIZEN COMMENT(S)

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

The meeting was open for public comment.

Lawrence Horman

Lawrence Horman addressed the council and encouraged Murray City to propose a permanent inclement weather center for homeless individuals who have nowhere else to go during extreme temperatures. He suggested that the center could be used year-round as a homeless community center, with facilities like showers and washing machines available. Lawrence believed that such a center could ease the burden on existing service providers downtown and provide a safe and comfortable space for the homeless. He also noted that homeless individuals often use truck stops and community centers with gym and pool memberships to access hygiene facilities and that a permanent center like this could offer daytime services as well.

Drue Kehl

Drue Kehl introduced himself as a resident and a representative of some volunteer effort being planned by community members. He shared that he was tasked to provide a flood mitigation plan for the Little Cottonwood waterway that runs through their stake, supported by the state and members of the Church of Jesus Christ of Latter-Day Saints. They planned to provide flood mitigation on April 29 from 8 am to 1 pm by placing 15,000 sandbags along the creek in key locations that are on the city and county watch list. Drue Kehl asked Murray City for support, particularly in providing police presence, portable restrooms, and guaranteed resources for their efforts.

The council and Mayor asked follow-up questions about the volunteer efforts and Drue Kehl confirmed that the event was being organized and volunteers were being recruited, but they want the city's assurance to pull it off with their resources. It was determined that Drue Kehl will continue to coordinate with city staff after the meeting.

Clark Bullen

Clark Bullen, a District Three resident, expressed gratitude to the Council and Administration for delaying the power rate increase pending further review. He also commended Public Works and the Power Department for their efforts during the recent severe winter weather. Clark Bullen mentioned when the council approved changes to the zoning for this property, they only considered height, parking, and green space, and it was mentioned that there would be a continued conversation about this property. Clark Bullen requested the council to do a Charrette or Town Hall to gather citizen feedback and map solutions to discuss the future of the property, which is currently owned by the Murray City RDA and serves as a community space. Clark suggested discussing allowed density, historic design/development standards, parking for the renovated theater, the feasibility of preserving the building, and the big tree out front. The property is currently zoned for high-density Mixed Use, and all proposals are required to include residential, but some council members would like to see commercial like a medical office building. If they want to see commercial-only projects, they should consider changing the zoning. Clark Bullen strongly encouraged the council to consider a Charrette or Town Hall because he has seen projects get to the proposal stage that citizens are not in favor of and have to go back to the drawing board, and it would be less painful to gather feedback now.

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

CONSENT AGENDA

None scheduled.

PUBLIC HEARING(S)

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

1. Consider an ordinance amending the City's fiscal year 2022-2023 budget., Brenda Moore presenting

PRESENTATION

Brenda Moore shared a proposal to amend the City's fiscal year 2022-2023 budget for various projects.

The proposed amendments included adjustments to the General Fund and Capital Improvement Projects fund. The General Fund will receive \$365,000 in interest revenue, with allocations of \$60,000 for park maintenance, \$75,000 for snowplow blade maintenance, \$40,000 for police onboarding and uniform expenses, and \$190,000 for Park Center utility expenses. The General Fund will also receive an appropriate \$9,288 in Utah State Liquor allocation for police equipment, but reduce \$90,000 from the Zoo Arts and Parks Grant and remove it from reserves.

In the Capital Improvement Projects fund, Brenda requested the council approve the receipt and appropriation of \$758,2733 in Salt Lake County Tourism, Recreation, Culture, and Convention (TRCC) grant funds for the construction of the Murray Mansion Museum, \$100,000 in Salt Lake County TRCC grant funds for the construction of a playground in Murray Park, and \$350,000 in State of Utah Arts and History grant funds for the renovation of the Murray Theater.

Brenda Moore, also requested the ordinance allows her to transfer any amount above the transportation sales tax revenue to the Capital Projects fund at the close of the fiscal year 2021-2022 and adjust the budget accordingly. Additionally, she requested authorization to transfer any amount from the General Fund to the Capital Projects fund at the close of the fiscal year 2021-2022 which exceeds a 25% fund balance as determined by Utah Code Ann section 10-6-116.

CITIZEN COMMENTS

The meeting was open for public comment.

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

MOTION

Councilmember Dominguez moved to approve an ordinance amending the City's fiscal year 2022-2023 budget. The motion was SECONDED by Councilmember Cotter.

ROLL CALL

Ayes: Councilmember Markham, Councilmember Cotter, Councilmember Dominguez
Excused: Councilmember Turner, Councilmember Hrechkosy

Motion passed 3-0

2. Consider a resolution approving the 2022 Municipal Wastewater Planning Program (MWPP) Report., Russ Kakala presenting

Minutes Attachments

1. MWPP 2022 Power Point.pdf

PRESENTATION

Ben Ford presented a PowerPoint presentation about the request to approve the 2022 Municipal Wastewater Planning Program (MWPP) report. This report was required to be submitted to the Division of Water Quality and covered the financial health of the wastewater utility, the overall condition and assessment of the collection system, and mandatory reporting items.

Ben Ford highlighted only the changes that had occurred since the previous year and invited questions.

Ben Ford is the Direct Responsible Charge (DRC) person for the Murray City collection system, which was a grade three system. He noted that the annual user charge had increased from \$463 to \$572.88, a change of \$113. He also reported that the utility had enough revenue and reserves to maintain financial stability, due to the rate increase and impact fees implemented the previous year. He added that an impact fee study was included in the budget for the upcoming year. The total replacement cost for the system's equipment had increased slightly. Ben Ford then provided information on the system's three lift stations, and 135 miles of pipes, and reported that there had been no major overflows in the past year, only one minor overflow of about 100 gallons caused by a large grease deposit and a 55-gallon plastic bag. Ben Ford speculated that a large garbage bag was the cause of an overflow. He reported that this was the only overflow in the past year, which was required to be reported annually. The system had 28 new connections, mainly from the completion of the Fashion Creek Court subdivision and the nearing completion of the Wynwood subdivision. The system served approximately 36,800 people and had over 9,400 total connections. Other districts, such as Murray, Cottonwood Improvement, and Mount Olympus, also served parts of the city. Ben Ford, as the Chief DRC, listed the operators employed in the system and noted that the system was compliant with operator certifications. The management plan, a living document that guided the system's operations, was audited annually, and a full audit was conducted every five years. Ben Ford reported changes to the management plan due to the retirement of a department employee and the hiring of a new supervisor. He also mentioned a change to the ownership range due to fluctuations in Central Valley ownership. His city staff had identified problem areas that were being maintained and repaired as resources allowed. These were listed on a hotspot list.

DISCUSSION

During the meeting, several speakers discussed various topics related to the wastewater system. First, Councilmember Markham commended Ben Ford and his team for keeping up with the state requirements and providing important guardrails for the department to ensure the system's maintenance. Councilmember Markham also inquired about the city's opportunity for employees to advance through the different levels of certification. Ben Ford confirmed that the city provides opportunities for employees to advance up to a wastewater tech three-level and beyond, depending on a vacancy.

Next, Councilmember Cotter asked about the city's water and sewer customer system program. Ben Ford explained that the city does not have an official capacity assurance program as defined by the state but adjusts potential leaks on a case-by-case basis.

Regarding the number of days with sewage bypass overflow or basement flooding in the system due to rain or snowfall, Ben Ford mentioned that the system had some infiltration due to an older system but did not anticipate any basement flooding this year.

Ben Ford also confirmed that any contractor that damages the line is responsible for fixing it, although the city has someone to inspect the repairs. Lastly, Councilmember Cotter inquired about the city's written policy regarding continuing education and training for wastewater operators. Ben Ford replied that although there is no written policy, the city pays for all operator certification tests and training expenses. However, the city reserves the right to not pay for expenses if an operator is not invested in the process. Finally, the Council and Mayor commended Ben Ford for his work and praised him as an example of an employee who had an opportunity to advance and grow with the city.

CITIZEN COMMENTS

The meeting was open for public comment.

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

MOTION

Councilmember Cotter moved to approve a resolution approving the 2022 Municipal Wastewater Planning Program (MWPP) Report. The motion was SECONDED by Councilmember Dominguez.

ROLL CALL

Ayes: Councilmember Markham, Councilmember Cotter, Councilmember Dominguez
Excused: Councilmember Turner, Councilmember Hrechkosy

Motion passed 3-0

BUSINESS ITEM(S)

1. Consider an ordinance , Brenda Moore presenting

Consider an ordinance repealing paragraph (B) of sections 7.04.020, 13.48.060 and amending section 15.20.260 of the Murray City Municipal Code relating to operational transfers of the Solid Waste and Recycling Fund, the Stormwater Fund, and the Power Fund.

PRESENTATION

Brenda Moore shared a proposal to amend an ordinance to repeal paragraph (B) of sections 7.04.020 and 13.48.060 and amend section 15.20.260 of the Murray City Municipal Code relating to operational transfers of the Solid Waste and Recycling Fund, the Stormwater Fund, and the Power Fund. The purpose of this ordinance is to update the financial standards of these funds to maintain fiscal soundness.

In section 2, the ordinance repeals paragraph (B) of sections 7.04.020 and 13.48.060 of the Murray City Municipal Code. These sections relate to the Solid Waste and Recycling Management Fund and the Stormwater Utility Enterprise Fund, respectively. The repealed paragraphs specify the reserve level for the funds and the annual transfer from these funds to the City's General Fund.

In section 3, the ordinance amends section 15.20.260 of the Murray City Municipal Code relating to the Power Fund financial standards. The amended section specifies the operational transfers from the Power Enterprise Fund to the City's General Fund, excluding certain disbursements and revenues from the calculation. The City Council may modify the operational transfer.

The ordinance aims to maintain the fiscal soundness of these funds by updating their financial standards. In addition, the Murray City Municipal Council would continue to monitor and manage the funds to ensure their stability and liquidity.

DISCUSSION

Councilmember Dominguez expressed confusion regarding the need to change the language if the city is no longer performing the required solid waste and stormwater transfers. Brenda Moore clarified that the transfers are still required by the ordinance, but the city has stopped performing them and is now attempting to align the ordinance with current practice. When Councilmember Dominguez inquired about the state's position on the matter, Brenda Moore explained that while some individuals within the state may disapprove of the transfers, the city can follow all the rules. Brenda Moore also recommended leaving the transfer percentage unchanged during budget time, although the language in the ordinance would now allow for modifications while maintaining consistency across water, wastewater, and power sections.

MOTION

Councilmember Cotter moved to approve the ordinance repealing paragraph (B) of sections

7.04.020, 13.48.060 and amending section 15.20.260 of the Murray City Municipal Code relating to operational transfers of the Solid Waste and Recycling Fund, the Stormwater Fund, and the Power Fund. The motion was SECONDED by Councilmember Dominguez.

ROLL CALL

Ayes: Councilmember Markham, Councilmember Cotter

Abstain: Councilmember Dominguez

Excused: Councilmember Turner, Councilmember Hrechkosy

Motion failed.

DISCUSSION

Attorney G.L. Critchfield clarified since the issue did not receive the necessary number of votes and failed, the council would need to make a motion to set a specific date for when it can be discussed again in either the committee or city council meeting.

SECOND MOTION

Councilmember Cotter moved to reconsider the request to amend the ordinance repealing paragraph (B) of sections 7.04.020, 13.48.060 and amending section 15.20.260 of the Murray City Municipal Code relating to operational transfers of the Solid Waste and Recycling Fund, the Stormwater Fund, and the Power Fund. The motion was SECONDED by Councilmember Dominguez.

SECOND ROLL CALL

Ayes: Councilmember Markham, Councilmember Cotter, Councilmember Dominguez

Excused: Councilmember Turner, Councilmember Hrechkosy

THIRD MOTION

Councilmember Dominguez made a motion to table this discussion until April 18, 2023, during the City Council meeting. The motion was SECONDED by Councilmember Cotter.

THIRD ROLL CALL

Ayes: Councilmember Markham, Councilmember Cotter, Councilmember Dominguez

Excused: Councilmember Turner, Councilmember Hrechkosy

MAYOR'S REPORT AND QUESTIONS

Mayor Hales expressed gratitude towards all the employees who helped out during the recent snowstorm. He also mentioned that they planned to visit the New City Hall soon and invited others to join. He talked about the progress being made in moving to the new offices, mentioning that there were a few hiccups, but everything was still moving forward. Finally, he expressed appreciation for the continued support from the city councilmembers.

ADJOURNMENT

Councilmember Cotter motioned to adjourn at 7:24 p.m.



Municipal Wastewater Planning Program (MWPP) Report

Council Presentation

April 4th 2023



*Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2022
MURRAY CITY PUBLIC SERVICES*

Thank you for filling out the requested information. Please let DWQ know when it is approved by the Council.

Please download a copy of your form by clicking "Download PDF" below.

Below is a summary of your responses

[Download PDF](#)

SUBMIT BY APRIL 15, 2023



Are you the person responsible for completing this report
for your organization?

☒ **Yes**

☐ No

This is the current information recorded for your facility:

Facility Name:	MURRAY CITY PUBLIC SERVICES
Contact - First Name:	Benjamin
Contact - Last Name:	Ford
Contact - Title	Wastewater Superintendent
Contact - Phone:	801-270-2474
Contact - Email:	bford@murray.utah.gov

Is this information above complete and correct?

☒ **Yes**

☐ No



Your wastewater system is described as Collection & Financial:

Classification: COLLECTION

Grade: III

(if applicable)

Classification: -

Grade: -

Is this correct?

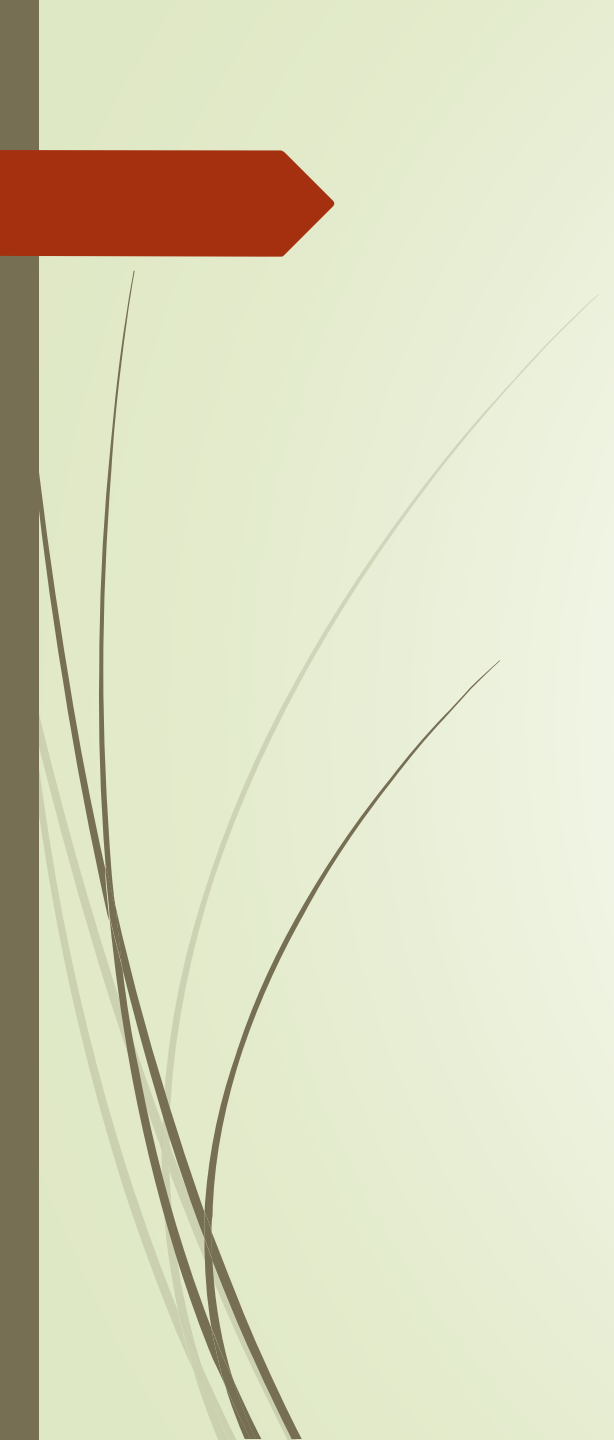
WARNING: If you select 'no', you will no longer have access to this form upon clicking Save & Continue. DWQ will update the information and contact you again.

☒ **Yes**

☐ No

Click on a link below to view a previous year's examples of sections in the survey:

(Your wastewater system is described as Collection & Financial)



[MWPP Collection System.pdf](#)
[MWPP Discharging Lagoon.pdf](#)
[MWPP Financial Evaluation.pdf](#)
[MWPP Mechanical Plant.pdf](#)
[MWPP Non-Discharging Lagoon.pdf](#)

Will multiple people be required to fill out this form?

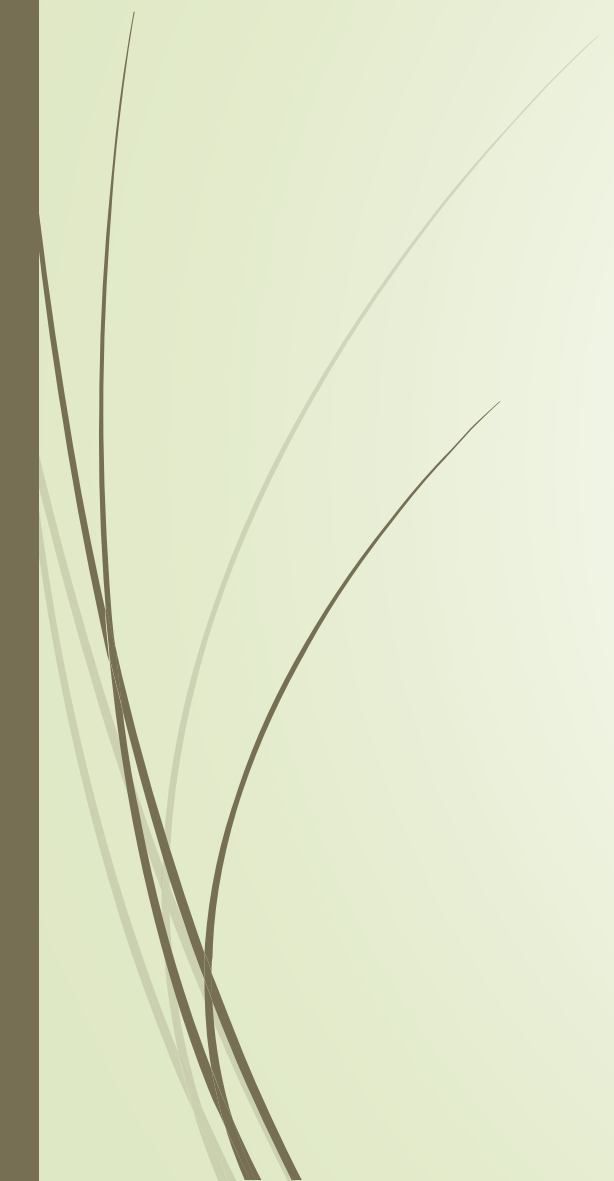
☐ Yes

☒ **No**

Financial Evaluation Section

Form completed by:

Benjamin Ford



Part I: GENERAL QUESTIONS

Yes

No

Are sewer revenues maintained in a dedicated purpose enterprise/district account?

☐☐

Yes

No

Are you collecting 95% or more of your anticipated sewer revenue?

☐☐

Are Debt Service Reserve Fund⁶ requirements being met?

☐☐

What was the annual average User Charge¹⁶ for 2022?

572.88

Do you have a water and/or sewer customer assistance program* (CAP)?

☐ Yes

☐ No

Part II: OPERATING REVENUES AND RESERVES

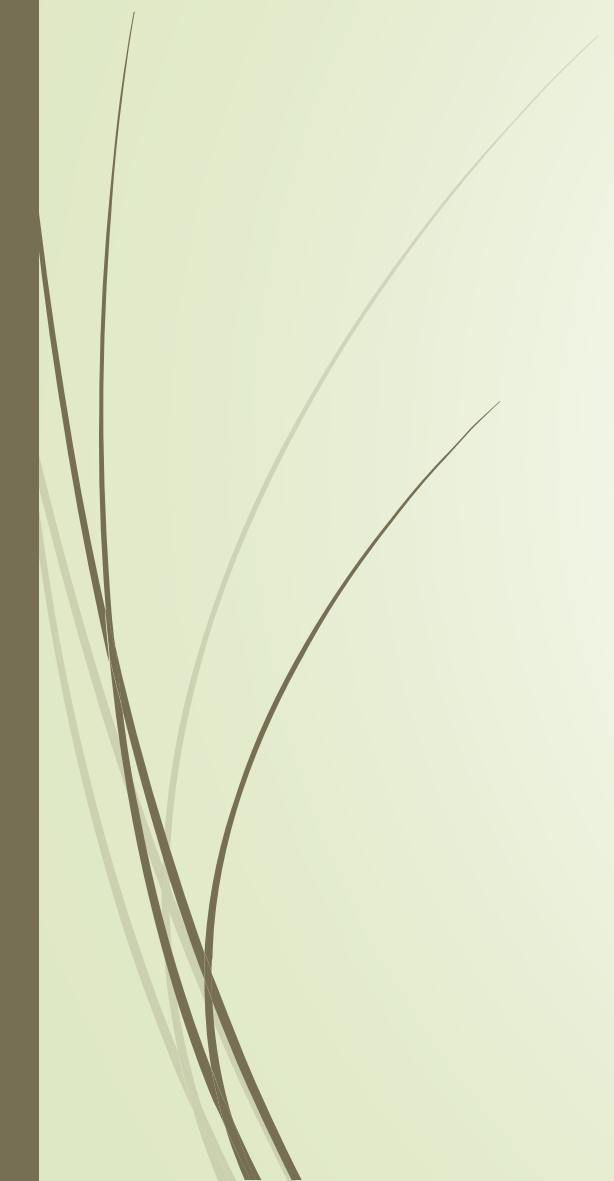
	Yes	No
Are property taxes or other assessments applied to the sewer systems ¹⁵ ?	☐	☒
	Yes	No
Are sewer revenues ¹⁴ sufficient to cover operations & maintenance costs ⁹ , and repair & replacement costs ¹² (OM&R) at this time?	☒	☐
Are projected sewer revenues sufficient to cover OM&R costs for the <i>next five years</i> ?	☐	☐
Does the sewer system have sufficient staff to provide proper OM&R?	☐	☐
Has a repair and replacement sinking fund ¹³ been established for the sewer system?	☐	☐
Is the repair & replacement sinking fund sufficient to meet anticipated needs?	☐	☐

Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

	Yes	No
Are sewer revenues sufficient to cover all costs of current capital improvements ³ projects?	☐	☐
Has a Capital Improvements Reserve Fund ⁴ been established to provide for anticipated capital improvement projects?	☐	☐
Are projected Capital Improvements Reserve Funds sufficient for the <i>next five years</i> ?	☐	☐
Are projected Capital Improvements Reserve Funds sufficient for the <i>next ten years</i> ?	☐	☐
Are projected Capital Improvements Reserve Funds sufficient for the <i>next twenty years</i> ?	☐	☐

Part IV: FISCAL SUSTAINABILITY REVIEW

	Yes	No
Have you completed a Rate Study ¹¹ within the last five years?	☐	☐
Do you charge Impact fees ⁸ ?	☐	☐



2022 Impact Fee (if not a flat fee, use average of all collected fees) =

1372.00

- | | Yes | No |
|--|----------------------------------|-----------------------|
| Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years? | ☒ | ☐ |
| Do you maintain a Plan of Operations ¹⁰ ? | ☒ | ☐ |
| Have you updated your Capital Facility Plan ² within the last five years? | ☒ | ☐ |
| | | |
| | Yes | No |
| Do you use an Asset Management ¹ system for your sewer systems? | ☒ | ☐ |

Describe the Asset Management System (check all that apply)

- ☐ **Spreadsheet**
- ☐ **GIS**
- ☐ **Accounting Software**
- ☐ **Specialized Software**
- ☐ **Other**

Do you know the total replacement cost of your sewer system capital assets?

Yes

☒

No

☐

2022 Replacement Cost =

7,014,000



Yes

No

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

2.25

Part V: PROJECTED CAPITAL INVESTMENT COSTS

Cost of projected capital improvements

	Cost	Purpose of Improvements		
	Please enter a valid numerical value	Replace/Restore	New Technology	Increase Capacity
2023	1,750,000			

	Cost	Purpose of Improvements		
	Please enter a valid numerical value	Replace/Restore	New Technology	Increase Capital
2023 thru 2027	7,500,000	☐	☐	☐
2028 thru 2032	9,000,000	☐	☐	☐
2033 thru 2037	10,000,000	☐	☐	☐
2038 thru 2042	12,500,000	☐	☐	☐

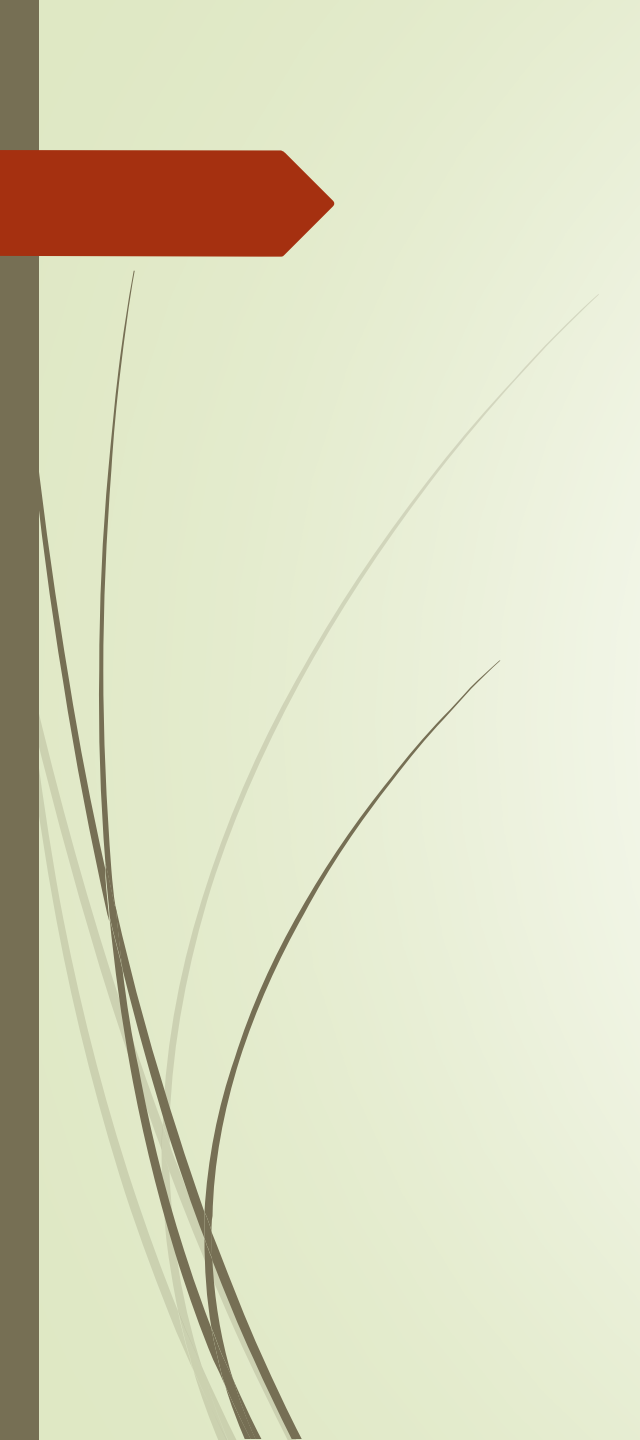


This is the end of the Financial questions

To the best of my knowledge, the Financial section is completed and accurate.

☐ **Yes**

Collections System Section



Form completed by:

May Receive Continuing Education /units (CEUs)

Benjamin Ford

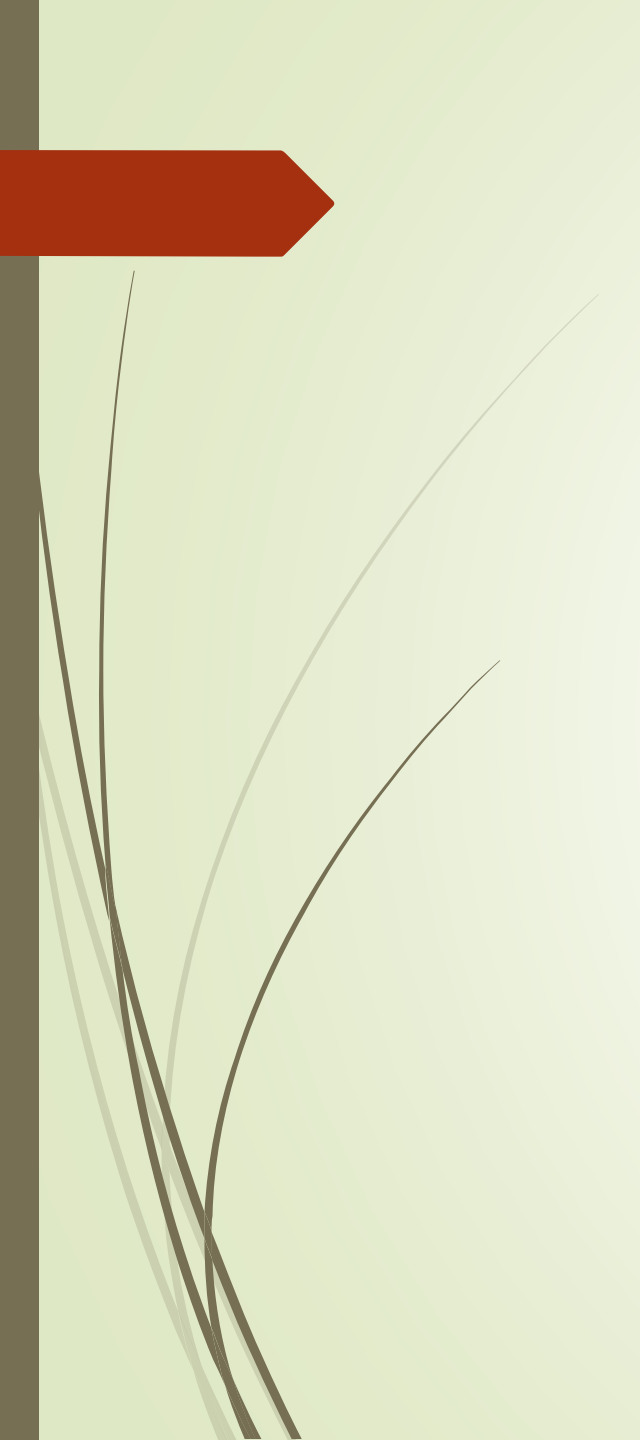
Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system (diameter in inches)?

42"

What is the average depth of the collection system (in feet)?

8 Feet



What is the total length of sewer pipe in the system (length in miles)?

135

How many lift/pump stations are in the collection system?

3

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

Fairbourne Lift Station 1100 GPM

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

☐ Yes

☒ **No**



What year was your collection system first constructed (approximately)?

1917

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? (If more than one, cite the oldest)

1972

PART II: DISCHARGES

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0



How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0

The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):

Class 1– a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;*
- (b) affects one or more public, commercial or industrial structure(s);*
- (c) may result in a public health risk to the general public;*
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or*
- (e) discharges to Waters of the state.*

Class 2 – a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year:
2022

Number of Class 1 SSOs in Calendar year

Number

0

Number of Class 2 SSOs in Calendar year

1

Please indicate what caused the SSO(s) in the previous question.

An SSO occurred at 4617 South Urban Way. Approximately 100 gallons overflowed out of a manhole onto a landscaped area. Major grease and a large plastic garbage bag was determined to be the cause of the SSO.



Please specify whether the SSOs were caused by contract or tributary community, etc.

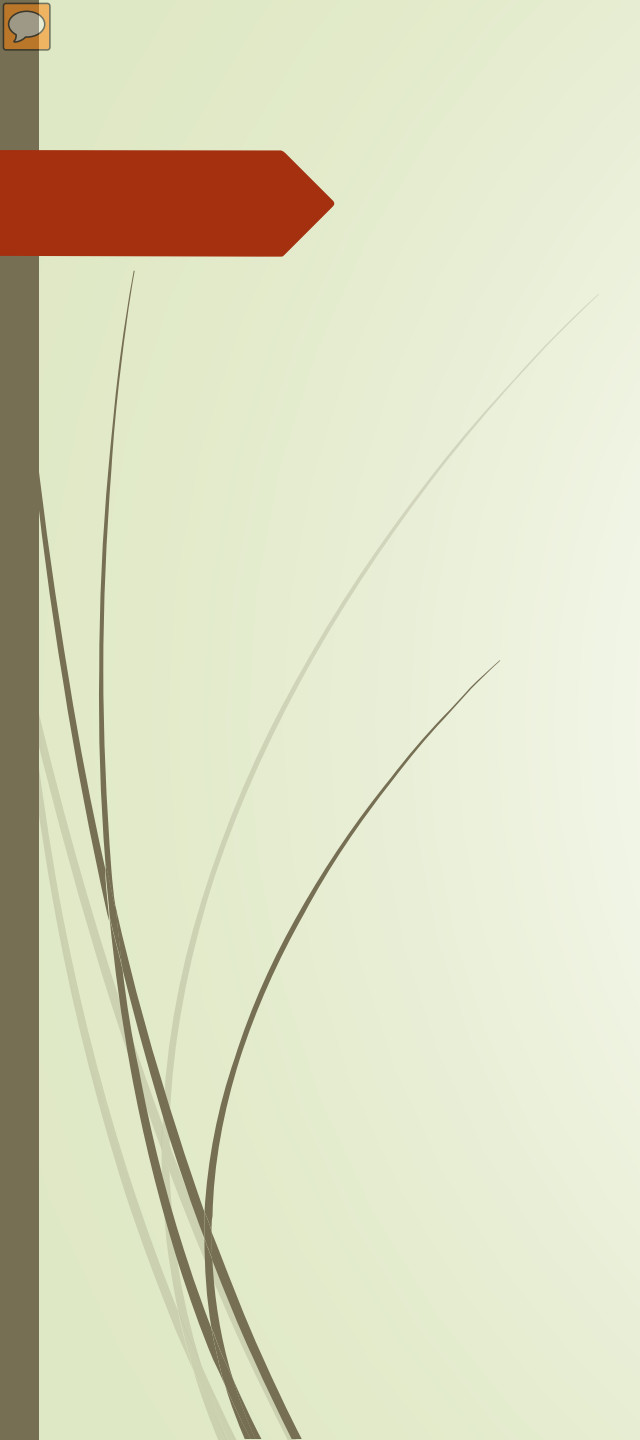
NA

Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

☐ Yes

☒ **No**



Are new developments (industrial, commercial, or residential) anticipated in the next 2 - 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

☐ Yes

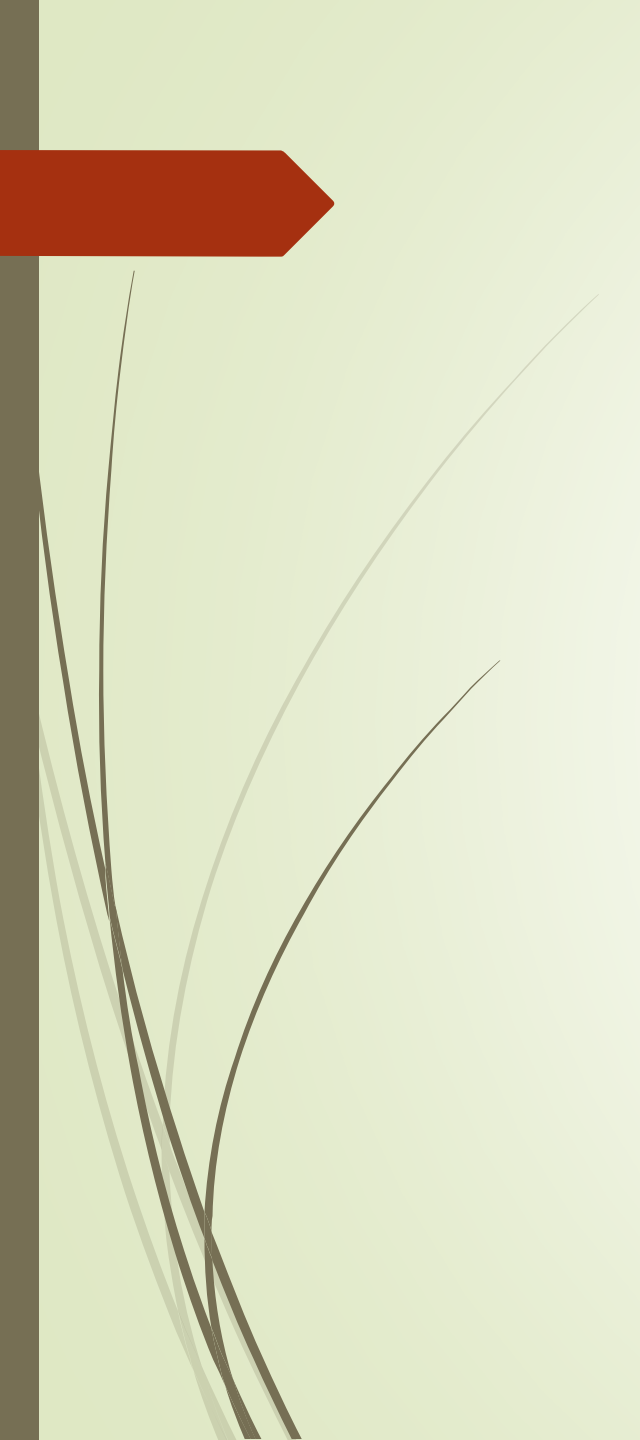
☒ **No**

Number of new commercial/industrial connections in the last year

1

Number of new residential sewer connections added in the last year

27



Equivalent residential connections⁷ served

28

Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?

9

Approximate population served

36,800

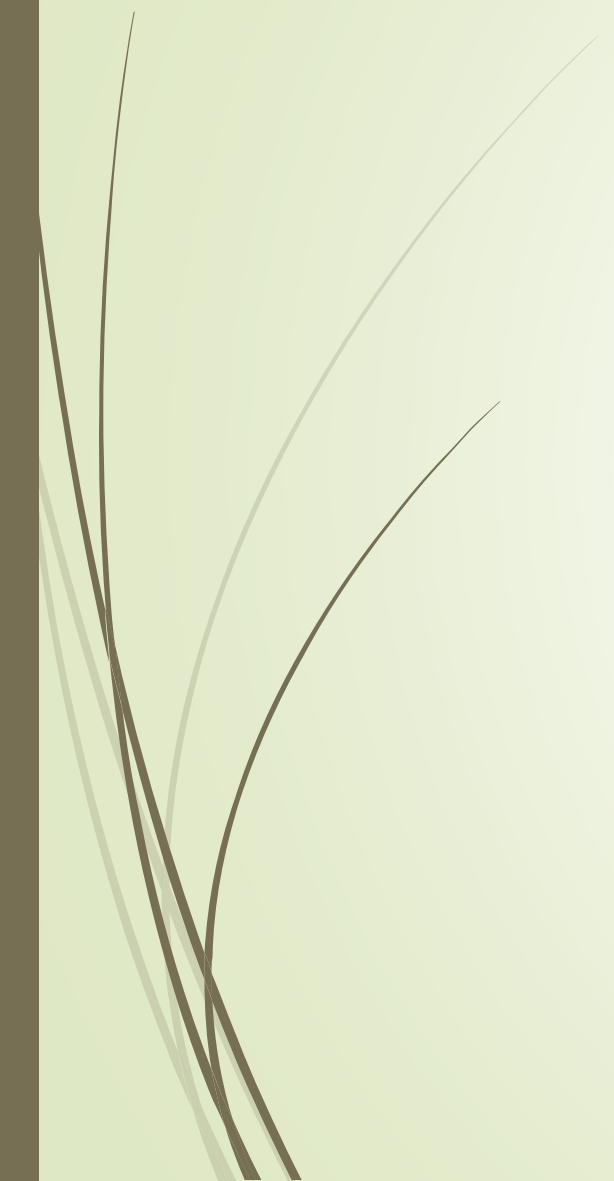
State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade.

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Benjamin Ford	IV v	bford@murray.uta

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	
Collection Grade I:	
Collection Grade II:	



	Name separate by comma
Collection Grade III:	
Collection Grade IV:	Benjamin Ford, Jayson Perkins, Gary Gustafson

List all other Collection System operators by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	
Collection Grade I:	Brandon Boer, Lawrence Roybal, Landon Hoggan
Collection Grade II:	
Collection Grade III:	

	Name
	separate by comma
Collection Grade IV:	Brandon Richards, Michael Blair
No Current Collection Certification:	Remington White

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

☒ **Yes**

☐ No

Part V: FACILITY MAINTENANCE

	Yes	No
Have you implemented a preventative maintenance program for your collection system?	☒	☐
Have you updated the collection system operations and maintenance manual within the past 5 years?	☒	☐

	Yes	No
Do you have a written emergency response plan for sewer systems?	☐	☐
Do you have a written safety plan for sewer systems?	☐	☐
Is the entire collections system TV inspected at least every 5 years?	☐	☐
Is at least 85% of the collections system mapped in GIS?	☐	☐

Part VI: SSMP EVALUATION

	Yes	No
Has your system completed a Sewer System Management Plan (SSMP)?	☐	☐
Has the SSMP been adopted by the permittee's governing body at a public meeting?	☐	☐
Has the completed SSMP been public noticed?	☐	☐
During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan?	☐	☐

Date of Public Notice

04/03/2015

During 2022, was any part of the SSMP audited as part of the five year audit?

☒ **Yes**

☐ No

If yes, what part of the SSMP was audited and were changes made to the SSMP as a result of the audit?

Key contact information was updated with Steve Kollman supervisor retiring and Brandon Richards hired as the new supervisor.
Central Valley Water Reclamation ownership was changed from 11% to a range of 8%-11% dependent upon flow, BOD, and



Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Program?

☒ **Yes**

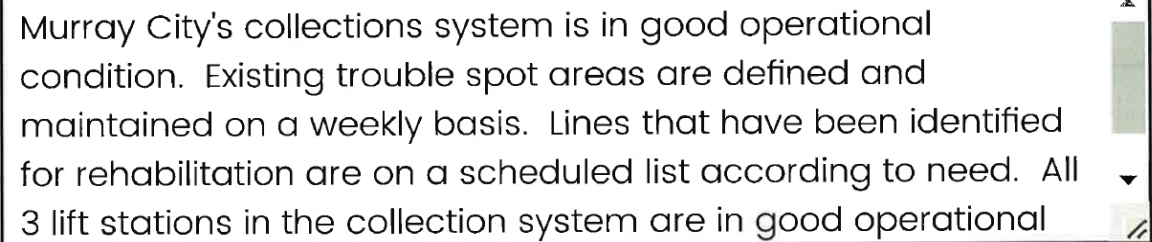
☐ No

Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

Murray City's collections system is in good operational condition. Existing trouble spot areas are defined and maintained on a weekly basis. Lines that have been identified for rehabilitation are on a scheduled list according to need. All 3 lift stations in the collection system are in good operational



What sewerage system capital improvements³ does the utility need to implement in the next 10 years?

Upsizing of a 10" line to 15" to prepare for future redevelopment.
Diversion of flow away from our Fairbourne lift station by installing 2700 feet of new pipe to prepare for future redevelopment. Identified collection lines and manholes will be rehabilitated using the process of pipe and manhole lining.

What sewerage system problems, other than plugging, have you had over the last year?

Root intrusion, manhole lid failures, unexpected damage from contractors working near collection lines.

Is your utility currently preparing or updating its capital facilities plan²?

☒ Yes

☐ No



Does the municipality/district pay for the continuing education expenses of operators?

☒ **100% Covered**

☐ Partially cover

☐ Does not pay

Is there a written policy regarding continuing education and training for wastewater operators?

☐ Yes

☒ **No**

Any additional comments?

NA



To the best of my knowledge, the Collections System section is completed and accurate.

☐ **Yes**

I have reviewed this report and to the best of my knowledge the information provided in this report is correct.


x _____ clear

Has this been adopted by the council? If no, what date will it be presented to the council?

☐ Yes

☒ **No**



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Business Item



MURRAY

City Attorney/City Recorder

Interlocal Agreement for 2023 Elections (with Salt Lake County)

Council Action Request

Committee of the Whole and Council Meeting



Meeting Date: May 2, 2023

Department Director G.L. Critchfield Phone # 801-264-2640 Presenters G.L. Critchfield Required Time for Presentation 10 Minutes Is This Time Sensitive No Mayor's Approval  Date April 18, 2023	Purpose of Proposal To discuss the Interlocal Agreement with Salt Lake County for Municipal Elections 2023. Action Requested Approval of Resolution Attachments Proposed Resolution and Interlocal Cooperation Agreement Budget Impact \$40,000 Description of this Item The Records Office is requesting approval of a contract with Salt Lake County Election's Division to assist in conducting the City's 2023 primary and general municipal elections. The City has contracted with the County for several years. They have all the equipment needed and will take care of hiring election workers, setting up polling location, ballot printing, etc. I am recommending the city continue to allow the county to conduct our 2023 municipal elections.
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RESOLUTION NO. R 23-

A RESOLUTION AUTHORIZING AND RATIFYING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY TO PROVIDE ELECTION SERVICES TO ASSIST THE CITY IN CONDUCTING THE CITY'S 2023 MUNICIPAL ELECTION.

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

WHEREAS, the City wants Salt Lake County ("County") to provide the services of its clerk's office, elections division, to assist the City in conducting the City's 2023 municipal election; and

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

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

1. It hereby approves and ratifies the Agreement dated February 14, 2023 between the City and the County for the County to provide the services of its clerk's office, elections division, to assist the City in conducting the City's 2023 Municipal Election.

2. The Agreement is in the interest of rendering the best service with the least possible expenditure of public funds.

3. Mayor Brett A. Hales' execution of the Agreement is hereby authorized and ratified on behalf of the City.

4. Mayor Brett A. Hales, is hereby authorized to act in accordance with the terms of the Agreement.

DATED this day of April, 2023.

MURRAY CITY MUNICIPAL COUNCIL

Garry Hrechkosy, Chair

ATTEST:

Brooke Smith, City Recorder

County Contract No. CK23114
D.A. No. 23CIV000146

INTERLOCAL COOPERATION AGREEMENT

between

MURRAY CITY

and

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

FOR MUNICIPAL ELECTION

THIS AGREEMENT is made and entered into the 14th day of February, 2023, by and between SALT LAKE COUNTY (the "County"), a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Clerk's Office, Elections Division; and MURRAY CITY (the "City") a municipal corporation created under the laws of the State of Utah.

RECITALS:

WHEREAS, the County desires to provide the services of its clerk's office, elections division, to the City for the purpose of assisting the City in conducting the City's 2023 primary and general municipal elections; and

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

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (2022), to enter into agreements to cooperate with each other in a manner which will enable them to make the most efficient use of their resources and powers.

AGREEMENT:

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. **Term.** The County shall provide election services described below to the City commencing on the date this Agreement is approved by both parties and terminating on December 31, 2023. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County shall perform the listed election functions as set forth in Exhibit "A" and as needed to ensure implementation of the City's 2023 primary and general municipal elections.

3. **Legal Requirements.**

a. The County and the City understand and agree that the City's 2023 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit "A." The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

b. The County and the City understand and agree that if the County provides services or resources to conduct an instant runoff voting election as described in sections 20A-4-603 and -604, UTAH CODE (2022) ("Rank Choice Voting"), the estimated cost of administering such an election will be provided to the City at a later time.

c. If the City decides to hold a Rank Choice Voting election, then, in accordance with Utah Code § 20A-4-602(3)(a), it shall provide the Lt. Governor and the County notice of its intent to use Rank Choice Voting as its selected method of voting, no later than May 1, 2023.

d. The County has the full ability to conduct Rank Choice Voting for races involving no more than 10 candidates. The City therefore acknowledges that if the County conducts a Rank Choice Voting race involving more than 10 candidates, then the County will be able to count only the first ten valid preference rankings cast by each voter in that race. The City hereby assumes full risk and liability for, and agrees to indemnify and hold harmless the County, its agents, officers and employees from and against, any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the City's decision to use of Rank Choice Voting in a race involving more than 10 candidates. Moreover, the County reserves the right to refuse to conduct a City election, or any contest, that includes a Rank Choice Voting race involving more than 10 candidates. The County's exercise of such a right shall be effective immediately upon written notice to the City and shall not be construed as a breach

of, or an event of default under, this Agreement, and said exercise shall be without any liability of, or penalty to, the County.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County. The estimated cost of such services shall be provided in Exhibit "B," and will be attached hereto and incorporated by reference. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's actual costs of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to – 904 (2022) (the "Governmental Immunity Act"). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Governmental Immunity Act or common law. Each party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act as an agent for the other. Each of the parties hereto

assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other party or its agents, employees, or contractors.

6. No Obligations to Third Parties. The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

7. Indemnification. Subject to the provisions of the Act, the City agrees to indemnify and hold harmless the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act, error or omission of the City, its officers, agents and employees and including but not limited to claims that the County violated any state or federal law in the provision of election services under this Agreement.

8. Election Records. The City shall maintain and keep control of all of its records created pursuant to this Agreement and from the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain its election records consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2022), and all other relevant local, state and federal laws.

9. Service Cancellation. If the Agreement is canceled or terminated as provided above, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation or termination of

this Agreement by either party, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of said cancellation or termination and based upon the dollar amounts for materials, equipment and services set forth herein.

10. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections. The City agrees that the direction it gives the County under Utah Code § 20A-5-400.1(2)(a) and this Agreement shall likewise be in strict compliance with all such applicable laws. The County shall be under no obligation to comply with any direction from the City that is not demonstrably consistent with all applicable federal, state and county laws governing elections.

11. **Agency.** No agent, employee or servant of the City or the County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by either party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The City and the County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees and servants during the performance of this Agreement.

12. **Force Majeure.** Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes or unusually severe weather. If such condition continues for a period in excess of 60 days, the City or the County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County Salt Lake County Mayor
2001 South State Street, N2-100
Salt Lake City, Utah 84190

and

Ann Stoddard
Admin/Fiscal Manager
Salt Lake County Clerk's Office
2001 South State, Suite S1-200
Salt Lake City, Utah 84190-1050
email: astoddard@slco.org

City

Murray City Corporation
Attention: City Recorder
10 East 4800 South
Murray, UT 84107

email: bsmith@murray.utah.gov

14. **Required Insurance Policies.** Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

15. **Independent Contractor.** Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 15, 2023, and on November 7, 2023, certain decisions by the County referenced in Exhibit "A" may not be subject to review by the City. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources,

procedures and policies based upon providing a consistent type, scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."

16. **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice or action nominates, recommends or supervises the City's operations or authorizes funding or payments to the City.

17. **Ethical Standards.** The City represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or section 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinance.

18. **Interlocal Agreement.** In satisfaction of the requirements of the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (2022), (the "Interlocal Act"), in connection with this Agreement, the City and the County agree as follows:

a. This Agreement shall be approved by each party, pursuant to section 11-13-202.5 of the Interlocal Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;

c. Any duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to section 11-13-209 of the Interlocal Act;

d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action performed 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. 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. County and City Representatives.

i. The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.

ii. The City designates the City's Recorder
[title] as the City's representative in its performance of this Agreement. The

City's Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

21. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both parties.

[SIGNATURE PAGE TO FOLLOW]

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

SALT LAKE COUNTY:

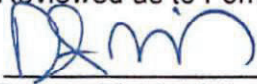
Mayor or Designee

Date: _____

Recommended for Approval:

Lannie Chapman
Salt Lake County Clerk

Reviewed as to Form:



Adam Miller
2023.02.06 10:35:16
-07'00'

Deputy District Attorney

Date: _____

MURRAY CITY:

By: 
Brett Hales (Feb 13, 2023 17:48 MST)

Name: Brett A. Hales

Title: Mayor

Date: Feb 14, 2023

Approved as to Form:



GL Critchfield (Feb 13, 2023 16:28 MST)

By: G.L. Critchfield, City Attorney

Date: Feb 13, 2023

ATTEST

Murray City Records Officer



Brooke Smith (Feb 14, 2023 10:58 MST)

Approved as to the available funds
Finance & Administration



Budget Officer



Exhibit "A"
2023 Municipal Elections
Scope of Work

The City agrees to the consolidation of all election administrative functions to ensure the successful conduct of multiple, simultaneous municipal, local district elections and county elections and the County agrees to conduct vote by mail/consolidated polls elections for the City.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

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

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election vote centers/early vote locations
- Vote by Mail administration
- Updating state and county websites
- Tabulating, reporting, auditing and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and § 20A-9-203)
- Direct payment of all costs associated with the elections to include vote center workers, training, vote centers, rovers.

The City will provide all voter education outreach related to Rank Choice Voting, if applicable.

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

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

The City will be invoiced for its pro-rata share of the actual costs of the elections which are estimated in Exhibit B. In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

Exhibit "B"

2023 Election Costs

Murray

Below is the good faith estimate for the upcoming **2023 Municipal Election** for **Murray**. Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/27/2023): **16,554**
- B. Election for the offices below:

2023 Offices
Council District 1
Council District 3
Council District 5

All billing will be based on actual costs.

If your municipality pursues traditional voting, **not** ranked choice voting (RCV), **and** has a Primary Election and a General Election, the estimated cost would be \$39,061.

If your municipality chooses RCV for the General Election **and** cancels the Primary Election, the estimated cost would be \$25,389 for the General Election **plus** RCV costs (see below).

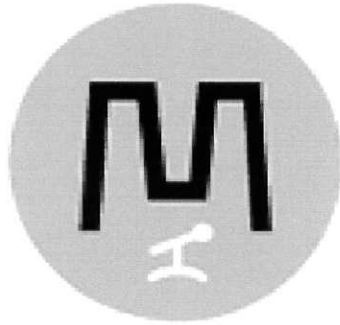
If your municipality chooses RCV for the Primary Election **and** holds a traditional voting General Election, the estimated cost would be \$39,061 **plus** the RCV costs (see below).

RCV Costs will be applied on a sliding scale, see below. If your municipality chooses to hold a RCV election for either the Primary or the General, the added costs will be dependent upon how many other municipalities opt in to RCV.

As an example, if Murray is the only municipality to hold a RCV election, the costs would be as quoted above plus \$36,156. You can see if two municipalities choose RCV, your added costs would be \$18,078. (See the chart below for the additional cost depending on how many municipalities participate.)

Number of participating municipalities	Allocated costs
1	\$ 36,156
2	\$ 18,078
3	\$ 12,052
4	\$ 9,039
5	\$ 7,231
6	\$ 6,026
7	\$ 5,165
8	\$ 4,520
9	\$ 4,017
10	\$ 3,616
11	\$ 3,287
12	\$ 3,013

Number of participating municipalities	Allocated costs
13	\$ 2,781
14	\$ 2,583
15	\$ 2,410
16	\$ 2,260
17	\$ 2,127
18	\$ 2,009
19	\$ 1,903
20	\$ 1,808
21	\$ 1,722
22	\$ 1,643
23	\$ 1,572



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment