



MURRAY
CITY COUNCIL

Council Meeting August 6, 2024



Murray City Municipal Council

City Council Meeting Notice

August 6, 2024

PUBLIC NOTICE IS HEREBY GIVEN that the Murray City Municipal Council will hold a City Council meeting beginning at 6:30 p.m. on Tuesday, August 6, 2024 in the Murray City Council Chambers located at Murray City Hall, 10 East 4800 South, Murray, Utah.

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.

Meeting Agenda

6:30 p.m. **Council Meeting** – Council Chambers
Paul Pickett conducting.

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

Council Meeting – July 9, 2024

Special Recognition

1. Murray City Employee of the Month, Robert Wyss, Cultural Arts, Amphitheater Technical Director – Paul Pickett, Brett Hales and Kim Sorensen presenting.
2. Report on the Light Up Navajo Project. Greg Bellon presenting.

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 the execution of a Memorandum of Understanding that may include law enforcement personnel from Federal, State, Local, Tribal and Territorial Law Enforcement Agencies for the purpose of locating and apprehending fugitives. Craig Burnett presenting
2. Consider a resolution approving a Multi-Jurisdictional Agreement between Murray City and

South Salt Lake City for building inspection services. Phil Markham presenting.

3. Consider a resolution approving a Multi-Jurisdictional Agreement between Murray City and Draper City for building inspection services. Phil Markham presenting.
4. Consider an ordinance amending Section 2.62.120 of the Murray City Municipal Code relating to Employee Holiday Vacations. Adam Hock presenting.
5. Consider a resolution accepting for further consideration of a petition for annexation known as Van Winkle related to property located approximately between 900 East and Van Winkle Expressway and between approximately 4800 South and the Boundary of Murray City at approximately 4840-4890 South in unincorporated Salt Lake County. Brooke Smith and 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, August 2, 2024, 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



MURRAY
CITY COUNCIL

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes

**MURRAY CITY MUNICIPAL COUNCIL
COUNCIL MEETING**

Minutes of Tuesday, July 9, 2024

Murray City Hall, 10 East 4800 South, Council Chambers, Murray, Utah 84107

Attendance:

Council Members:

| | |
|-------------------|----------------------------------|
| Paul Pickett | District #1 |
| Pam Cotter | District #2 – Council Chair |
| Rosalba Dominguez | District #3 |
| Diane Turner | District #4 |
| Adam Hock | District #5 – Council Vice-Chair |

Others:

| | | | |
|-----------------------|------------------------------|------------------|---------------------------------|
| Brett Hales | Mayor | Jennifer Kennedy | City Council Executive Director |
| Doug Hill | Chief Administrative Officer | Pattie Johnson | Council Administration |
| G.L. Critchfield | City Attorney | Brooke Smith | City Recorder |
| Matt Boulden | Fire Department | Kathy White | Murray Chamber of Commerce |
| Nick Haskin | Fire Department | Kim Sorensen | Parks and Recreation Director |
| Juliet Reynolds | Murray Equity Alliance | Ben Gray | IT |
| Troop 33 – Boy Scouts | | Citizens | |

Call to Order: 6: 30 p.m. – Council Member Adam Hock

Approval of Minutes: Council Meeting – June 4, 2024

MOTION: Rosalba Dominguez moved to approve, and Ms. Turner SECONDED the motion.

Voice vote taken, all “Ayes.” Approved 5-0

Citizen Comments:

Sonja Jensen – Murray Resident

Ms. Jensen said she made a citizen comment last year about a house at 4429 South Fairbourne Ave in Murray, explaining that Truong Properties was to purchase the house, demolish it and rebuild five condominiums. She said the project has still never happened, which now sits with grass three feet high, weeds eight feet high and homeless people keep breaking in, destroying the inside. Her home is located two houses away and she fears they will start a fire. She complained to Murray Code Enforcement and nothing has been done to fix the problem. She asked if someone in the City would contact Truong Properties to at least see about cutting the weeds and grass so that the yard doesn’t catch fire.

Consent Agenda:

Consider confirmation of the Mayor’s appointment of Marshall Smith to the Shade Tree Commission for a term beginning June 2024 through June 2027. Mayor Hales introduced Mr. Smith and asked Council Members to confirm the appointment.

MOTION: Ms. Turner moved to approve the Consent Agenda. Ms. Dominguez SECONDED the motion.

Council Roll Call Vote:

| | |
|---------------|-----|
| Mr. Pickett | Aye |
| Ms. Cotter | Aye |
| Ms. Dominguez | Aye |

Ms. Turner Aye
Mr. Hock Aye
Motion passed: 5-0

Business Item:

A resolution approving two Purchase and Sale Agreements involving the City and Salt Lake County ("County") for the joint acquisition of certain real property located at 1193 West Winchester Street, Murray, Utah and 1130 West Saddle Bluff Drive, West Jordan, Utah to be used as public park property. Before the presentation, Mr. Hock and Mr. Pickett disclosed their employment with the LDS Church and clarified that they had no knowledge of or involvement in the proposed transaction to sell LDS property to Murray City.

Parks and Recreation Director Kim Sorensen asked the Council to consider a resolution allowing the City to purchase two parcels of property west of the Jordan River, south of 6400 South. One parcel is three acres and the other is two acres.

MOTION: Ms. Cotter moved to approve the Consent Agenda. Mr. Pickett SECONDED the motion.

Council Roll Call Vote:

Mr. Pickett Aye
Ms. Cotter Aye
Ms. Dominguez Aye
Ms. Turner Aye
Mr. Hock Aye
Motion passed: 5-0

Mayor's Report and Questions: Mayor Hales said three Murray firefighters were deployed to Moab to assist communities responding to Central Utah wild fires. There will be an event at City Hall, called Dine and Dance from 5 p.m. to 7 p.m. on July 12, 2024. Mayor Hales expressed appreciation to all City department employees that helped with the Murray Fun Days Celebration where it was estimated that 45,000 people attended.

Adjournment: 6:44 p.m.

**Pattie Johnson
Council Office Administrator III**



MURRAY
CITY COUNCIL

Special Recognition



MURRAY
CITY COUNCIL

Special Recognition #1



MURRAY

City Council/Mayor

Employee of the Month - Robert Wyss

Council Action Request

Council Meeting

Meeting Date: August 6, 2024

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Paul Pickett Brett Hales Kim Sorensen Required Time for Presentation Is This Time Sensitive No Mayor's Approval Date July 19, 2024 | Purpose of Proposal Employee of the Month recognition Action Requested Informational only Attachments Recognition Form Budget Impact None Description of this Item See Employee of the Month Recognition Form |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

DATE:

Parks and Recreation

July 2, 2024

NAME of person to be recognized:

Submitted by:

Robert Wyss

Kim Sorensen

DIVISION AND JOB TITLE:

Cultural Arts, Amphitheater Technical Director

YEARS OF SERVICE:

3

REASON FOR RECOGNITION:

Robert served on the Arts Advisory Board until he was asked if he wanted to run the tech booth at the amphitheater and was hired by Murray City. He has an amazing knowledge about sound and was the sound technician for the Oval in Kearns, the D-Day Commemoration in France, America's Got Talent at Radio City Music Hall, volunteered for many years at Parkside Elementary' after school musicals and for many years has traveled the world with One Voice Children's Choir. Robert has been instrumental in bringing our amphitheater tech services up to a new level and has been involved in getting the best audio and visual equipment into the plans for the Murray Theater. He works tirelessly with the Cultural Arts Department. He is an amazing teacher to the youth that he works with at the amphitheater, and has used his knowledge and work ethic mentoring them and providing them with an internship like opportunity.

COUNCIL USE:

MONTH/YEAR HONORED



MURRAY
CITY COUNCIL

Special Recognition #2



MURRAY


Power Department

Light Up Navajo Report

Council Action Request

Council Meeting

Meeting Date: August 6, 2024

| | |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Department Director Greg Bellon | Purpose of Proposal Report on the Light Up Navajo project |
| Phone # 801-264-2730 | Action Requested Informational only |
| Presenters Greg Bellon | Attachments none |
| | Budget Impact |
| | Description of this Item |
| Required Time for Presentation 10 Minutes | |
| Is This Time Sensitive No | |
| Mayor's Approval  | |
| Date July 23, 2024 | |



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Business Items



MURRAY
CITY COUNCIL

Business Item #1



MURRAY


Department/Agency Name

**Joint Task Force - Fugitive
Apprehension (V-FAST)**

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: August 6, 2024

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department Director Chief Craig Burnett Phone # 801-264-2613 Presenters Chief Craig Burnett | Purpose of Proposal Review of the V-FAST MOU and relationship to the Murray City Police Department Resolution Action Requested Verbal Presentation/Discussion Attachments Example MOU and Resolution Budget Impact None Description of this Item Discussion of a of the purpose of the V-FAST program used by law enforcement in locating and apprehending fugitives. Approval of the resolution allowing V-FAST and Murray City Police Department to work together. |
| Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval  Date July 9, 2024 | |

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING THAT MAY INCLUDE LAW ENFORCEMENT PERSONNEL FROM FEDERAL, STATE, LOCAL, TRIBAL, AND TERRITORIAL LAW ENFORCEMENT AGENCIES FOR THE PURPOSE OF LOCATING AND APPREHENDING FUGITIVES.

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

WHEREAS, the participating agencies each have their own law enforcement personnel concerned with preserving the public peace, preventing crime, arresting offenders, and protecting the rights of persons and property; and

WHEREAS, the City wants to work cooperatively with participating agencies to investigate and arrest persons who have active warrants for their arrest ; and

WHEREAS, targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses; and

WHEREAS, the intent of the joint effort is to investigate and apprehend fugitives hereby improving public safety and reducing violent crime; and

WHEREAS, pursuant to the authority granted to the participating agencies in the Interlocal Cooperation Act, the participating agencies desire to enter into a memorandum of understanding for joint and cooperative action and have determined that it is mutually advantageous to enter into the attached Memorandum of Understanding.

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

1. It hereby approves a Memorandum of Understanding in substantially the form attached, to join a task force for investigating and apprehending fugitives.
2. The Memorandum of Understanding is in the best interest of the City; and
3. Brett A. Hales, Mayor, is hereby authorized to execute the Memorandum of Understanding on behalf of the City and to act in accordance with its terms.

DATED this day of , 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

United States Marshals Service
Fugitive Task Force
Memorandum of Understanding
For Non-Federal Agencies

Rev. 03/2023

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the

Murray Police Department

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

MISSION: The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by

subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

SUPERVISION: The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

PERSONNEL: In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

REIMBURSEMENT: If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief

Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

VEHICLES: Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

EQUIPMENT: Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

BODY-WORN CAMERAS AND TASK FORCE OFFICERS: As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must

formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

RECORDS, REPORTS, AND TESTIMONY: After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the

parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS: Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information

or “tip” related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or “tipster” through the established USMS CS payment process.

USE OF FORCE: All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

NEWS MEDIA: Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

RELEASE OF LIABILITY: The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a

result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an “employee” of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

EFFECTIVE DATE AND TERMINATION: This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

**Task Force: UT-D VOTF
UNITED STATES MARSHAL:**

Print Name: Justin Martinez

Signature:

Date:

RFTF COMMANDER (where applicable):

Print Name:

Signature:

Date:

PARTNER AGENCY:

Name: Murray Police Department

Location (City, State): Murray, UT

PARTNER AGENCY REPRESENTATIVE:

Print Name and Title: [AgencyPOC1], [AgencyPOC1Title]

Date:

Signature:

ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:

Print Name:

Signature:

Date:



MURRAY
CITY COUNCIL

Business Item #2




CED/BuildingInspection

Multi-Jurisdictional Agreement for Building Inspection Services

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: August 6, 2024

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department Director Phil Markham Phone # 801-270-2427 Presenters Phil Markham | Purpose of Proposal To facilitate an agreement with South Salt Lake City to provide building inspection services in an emergency situation. Action Requested Approval of agreement Attachments Council Resolution and Agreements with Draper and South Salt Lake Budget Impact None Description of this Item The State Legislature requires that cities must complete residential building inspections within an extremely tight time frame. In the event that a city cannot meet this deadline due to a shortage of qualified inspectors, the city can receive assistance from a neighboring city. This agreement enables Murray to request help from South Salt Lake City and they can also request help from Murray City. |
| Required Time for Presentation 5 Minutes Is This Time Sensitive No Mayor's Approval  Date July 23, 2024 | |



RESOLUTION NO. 24-_____

A RESOLUTION APPROVING A MULTI-JURISDICTIONAL AGREEMENT
BETWEEN MURRAY CITY AND SOUTH SALT LAKE CITY FOR BUILDING
INSPECTION SERVICES

WHEREAS, the Utah State Legislature passed S.B. 185 “Residential Building Inspection Amendments” during the 2024 legislative session which requires a city to provide building inspection services within three business days of an application; and

WHEREAS, S.B. 185 states that if a city cannot provide building inspection services within three business days of an application, the applicant may engage a third-party inspection firm; and

WHEREAS, Murray City (“City”) must create a third-party inspection firm list consisting of at least three third-party inspection firms; and

WHEREAS, the third-party inspection firms may include building inspectors from adjacent cities or counties; and

WHEREAS, the City and South Salt Lake City wish to enter into a multi-jurisdictional building inspection services agreement (“Inspection Agreement”); and

WHEREAS, the Inspection Agreement will be beneficial to the health, safety and welfare of the City’s businesses and residents; and

WHEREAS, a copy of the Multi-Jurisdictional Agreement with South Salt Lake City is attached hereto.

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

1. That the Multi-Jurisdictional Agreement with South Salt Lake City attached hereto be accepted and approved.
2. That Mayor Brett A. Hales is hereby authorized to execute the Multi-Jurisdictional Agreement on behalf of City.
3. That this Resolution shall take effect immediately on passage.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council
on this _____ day of _____, 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

Attachment

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES
AGREEMENT WITH SOUTH SALT LAKE CITY

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into effective as of the _____ day of _____, 2024, by and among **Murray City** and **South Salt Lake City** (collectively referred to as the “Parties” or individually as a “Party”).

RECITALS

- A. Each Party has building inspectors with equipment and personnel trained to provide the inspections typically required to ensure compliance with building permits and building regulations.
- B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
- C. The Parties wish to benefit all Parties and their residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party’s jurisdiction at the request of the Party having jurisdiction.
- D. The Parties also intend to be on one another’s “Third-party inspection firm list” as required by Utah Code Ann. Section 15A-1-105.
- E. The Parties intend by this Agreement to assist one another whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared, or is available, for assisting other Parties.
- F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

- 1. PURPOSE. The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for mutual assistance and authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party’s own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building Officials will investigate ways to overcome the burden.
- 2. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.

3. SERVICE AREA. The area to be served by this Agreement includes the collective municipal area of **Murray City** and **South Salt Lake City** service area specifically identified herein. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.
4. RESPONSE. The Parties will each provide their available personnel and equipment to assist any other Party upon request by any other Party, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. No Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.
 - a. Mutual Assistance: Requests for assistance will typically be made from one Party's Building Official to another Party's Building Official when the requesting Party foresees that the requesting Party will be unable to perform one or more building inspections within three business days of a building permit applicant's request.
 - b. Third-Party Inspection Firm List: The Parties agree to be listed on one another's "third-party inspection firm list" as defined in Utah Code Ann. Section 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's request, and the building permit applicant is therefore entitled to select a third-party inspection firm pursuant to Utah Code Ann. Section 10-6-160(2)(b) or Utah Code Ann. Section 17-36-55(2)(b), and the building permit applicant selects and contacts another Party, the Party contacted by the building permit applicant shall notify the building permit applicant of the contacted Party's availability. At the building permit applicant's request, the contacted party shall schedule the building inspection according to availability.
5. FEES. For each calendar month, each responding Party will provide up to eight hours of building inspections to each requesting Party. A Party with jurisdiction over the building permit application will be considered the requesting Party for a building permit applicant's request. Additional hours will be billed at the rate of \$86.00 per hour, plus mileage. At the discretion of the responding Party, the responding Party may bill the requesting Party within 60 days of the end of the calendar month. Building inspections shall only be provided within the boundaries of the requesting Party and shall not be provided to cover areas outside the boundaries of the requesting Party even if the requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.
6. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when, in the sole discretion of the responding Party, performance will not jeopardize the building inspection services in the jurisdiction of the

responding Party.

7. **INSURANCE.** Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.
8. **GOVERNMENTAL IMMUNITY.** The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.
9. **INDEMNIFICATION.** Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.
10. **EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA.** The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act.
11. **NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED.** This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

12. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.
13. ADDITIONAL PARTIES. Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.
14. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah
15. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.
16. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.
17. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.
18. NON-ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.
19. NOTICES. All notices and other communications provided for in this Agreement shall be

in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit "A", their respective contact information, and such contact information will be applicable until modified in writing.

20. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit "A". Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.
21. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

EXHIBIT “A”

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT SIGNATURE PAGES

Agreed to this _____ day of _____, 2024

MURRAY CITY:

Brett A. Hales, Mayor

ATTEST:

Murray City Recorder

APPROVED AS TO CONTENT:

Community and Economic Development
Department

APPROVED AS TO FORM:

Murray City Attorney

CONTACT INFORMATION FOR MURRAY CITY:

Agreed to this _____ day of _____, 2024

SOUTH SALT LAKE CITY:

Cherie Wood, Mayor

ATTEST:

South Salt Lake City Recorder

APPROVED AS TO CONTENT:

South Salt Lake Community and Economic
Development Director

APPROVED AS TO FORM:

South Salt Lake City Attorney

CONTACT INFORMATION FOR SOUTH SALT LAKE CITY:



MURRAY
CITY COUNCIL

Business Item #3



MURRAY


CED/BuildingInspection

Multi-Jurisdictional Agreement for Building Inspection Services

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: August 6, 2024

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department Director Phil Markham Phone # 801-270-2427 Presenters Phil Markham Required Time for Presentation 5 Minutes Is This Time Sensitive No Mayor's Approval  Date July 23, 2024 | Purpose of Proposal To facilitate an agreement with Draper City to provide building inspection services in an emergency situation. Action Requested Approval of agreement Attachments Council Resolution and Agreements with Draper and South Salt Lake Budget Impact None Description of this Item The State Legislature requires that cities must complete residential building inspections within an extremely tight time frame. In the event that a city cannot meet this deadline due to a shortage of qualified inspectors, the city can receive assistance from a neighboring city. This agreement enables Murray to request help from Draper City and they can also request help from Murray City. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



RESOLUTION NO. 24-_____

A RESOLUTION APPROVING A MULTI-JURISDICTIONAL AGREEMENT
BETWEEN MURRAY CITY AND DRAPER CITY FOR BUILDING INSPECTION
SERVICES

WHEREAS, the Utah State Legislature passed S.B. 185 “Residential Building Inspection Amendments” during the 2024 legislative session which requires a city to provide building inspection services within three business days of an application; and

WHEREAS, S.B. 185 states that if a city cannot provide building inspection services within three business days of an application, the applicant may engage a third-party inspection firm; and

WHEREAS, Murray City (“City”) must create a third-party inspection firm list consisting of at least three third-party inspection firms; and

WHEREAS, the third-party inspection firms may include building inspectors from adjacent cities or counties; and

WHEREAS, the City and Draper City wish to enter into a multi-jurisdictional building inspection services agreement (“Inspection Agreement”); and

WHEREAS, the Inspection Agreement will be beneficial to the health, safety and welfare of the City’s businesses and residents; and

WHEREAS, a copy of the Multi-Jurisdictional Agreement with Draper City is attached hereto.

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

1. That the Multi-Jurisdictional Agreement with Draper City attached hereto be accepted and approved.
2. That Mayor Brett A. Hales is hereby authorized to execute the Multi-Jurisdictional Agreement on behalf of City.
3. That this Resolution shall take effect immediately on passage.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council
on this _____ day of _____, 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

Attachment

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES
AGREEMENT WITH DRAPER CITY

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of the 17th day of JULY, 2024, by and among **Murray City** and **Draper City** (collectively referred to as the "Parties" or individually as a "Party").

RECITALS

- A. Each Party has building inspectors with equipment and personnel trained to provide the inspections typically required to ensure compliance with building permits and building regulations.
- B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
- C. The Parties wish to benefit all Parties and their residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party's jurisdiction at the request of the Party having jurisdiction.
- D. The Parties also intend to be on one another's "Third-party inspection firm list" as required by Utah Code Ann. Section 15A-1-105.
- E. The Parties intend by this Agreement to assist one another whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared, or is available, for assisting other Parties.
- F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to promote the health, safety, and welfare of the citizens of the Parties by providing for mutual assistance and authorizing all participating Parties to combine and share their collective capabilities and resources at the election of each jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party's own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building-Officials will investigate ways to overcome the burden.
2. CONSIDERATION. The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein, the sufficiency of which is acknowledged by the Parties by execution of this Agreement.
3. SERVICE AREA. The area to be served by this Agreement includes the collective

municipal area of **Murray City** and **Draper City** service area specifically identified herein. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. RESPONSE. The Parties will each provide their available personnel and equipment to assist any other Party upon request by any other Party, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. No Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect.
 - a. Mutual Assistance: Requests for assistance will typically be made from one Party's Building Official to another Party's Building Official when the requesting Party foresees that the requesting Party will be unable to perform one or more building inspections within three business days of a building permit applicant's request.
 - b. Third-Party Inspection Firm List: The Parties agree to be listed on one another's "third-party inspection firm list" as defined in Utah Code Ann. Section 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's request, and the building permit applicant is therefore entitled to select a third-party inspection firm pursuant to Utah Code Ann. Section 10-6-160(2)(b) or Utah Code Ann. Section 17-36-55(2)(b), and the building permit applicant selects and contacts another Party, the Party contacted by the building permit applicant shall notify the building permit applicant of the contacted Party's availability. At the building permit applicant's request, the contacted party shall schedule the building inspection according to availability.
5. FEES. For each calendar month, each responding Party will provide up to eight hours of building inspections to each requesting Party. A Party with jurisdiction over the building permit application will be considered the requesting Party for a building permit applicant's request. Additional hours will be billed at the rate of \$86.00 per hour, plus mileage. At the discretion of the responding Party, the responding Party may bill the requesting Party within 60 days of the end of the calendar month. Building inspections shall only be provided within the boundaries of the requesting Party and shall not be provided to cover areas outside the boundaries of the requesting Party even if the requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.
6. RIGHT TO DECLINE REQUEST. Responses by a responding Party under this Agreement will be made only when, in the sole discretion of the responding Party, performance will not jeopardize the building inspection services in the jurisdiction of the responding Party.
7. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this

Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

8. **GOVERNMENTAL IMMUNITY.** The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.
9. **INDEMNIFICATION.** Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.
10. **EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA.** The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity will be treated in the same manner as if he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act.
11. **NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED.** This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.
12. **TERM; EXECUTION; AGREEMENT TERMINATION.** This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any

one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

13. **ADDITIONAL PARTIES.** Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.
14. **LAWS OF UTAH.** It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah
15. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.
16. **THIRD-PARTIES.** This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.
17. **TITLES AND CAPTIONS.** The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.
18. **NON-ASSIGNABILITY.** No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.
19. **NOTICES.** All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit "A", their respective contact information, and such contact information will be applicable until modified in writing.

20. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit "A". Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.
21. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

EXHIBIT “A”

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT SIGNATURE PAGES

Agreed to this _____ day of _____, 2024

MURRAY CITY:

Brett A. Hales, Mayor

ATTEST:

Murray City Recorder

APPROVED AS TO CONTENT:

Community and Economic Development
Department

APPROVED AS TO FORM:

Murray City Attorney

CONTACT INFORMATION FOR MURRAY CITY:

Agreed to this _____ day of _____, 2024

DRAPER CITY:



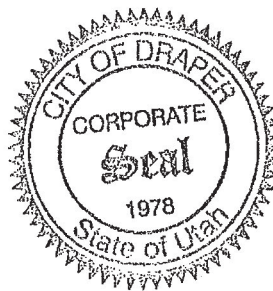
Mike Barker, City Manager

ATTEST:

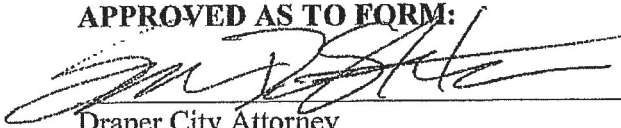


Draper City Recorder

APPROVED AS TO CONTENT:



APPROVED AS TO FORM:



Draper City Attorney

CONTACT INFORMATION FOR DRAPER CITY:

Community Development
Attn: Building Official
1020 Pioneer Rd.
Draper, Utah 84020



MURRAY
CITY COUNCIL

Business Item #4



MURRAY

City Council

Christmas Eve Holiday

Council Action Request

Council Meeting

Meeting Date: August 6, 2024

| | |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Adam Hock | Purpose of Proposal Designate Christmas Eve as a paid holiday for city employees Action Requested Information and discussion Attachments Ordinance, Holiday Survey, Budget Impact Budget Impact \$30,594 Description of this Item Council member Hock will discuss designating Christmas Eve as a paid holiday for city employees |
| Required Time for Presentation | |
| Is This Time Sensitive Yes | |
| Mayor's Approval | |
| Date July 19, 2024 | |

COUNCIL MEMBER INITIATIVE REQUEST FORM

[Google Link: Council Member Initiative Request Form](#)

Sponsoring Council Member Information

| | |
|-------------------------------------------------|--------------------------------------------|
| Name: <i>Adam Hode</i> | |
| Initiative Topic: <i>Christmas Eve Kaddison</i> | |
| Date Submitted: <i>5/24/24</i> | Select Meeting Type: <i>Select Council</i> |
| Presentation Date Requested: <i>6/18/24</i> | |

Council Member Signatures

Please request signatures from at least one additional council member for the initiative item to be included on the agenda for discussion. *Council member signature reflects support to present an initiative and is not an endorsement.

| |
|---------------------------------------------------------|
| Sponsoring Council Member Signature: <i>[Signature]</i> |
| *Council Member: <i>Diane Jackson</i> |
| *Council Member: |

Initiative Description

Please provide a detailed description of the proposed initiative below.

Amend City Code to Expand Christmas Eve Holiday from 4 hours to 8 hours.

Supporting Documentation

In the section below, please provide any supporting documentation for the proposed initiative, such as, digital files, hyperlinks and attachments which will be used during the initiative presentation.

Budget Fiscal Note
Code Code Rewrite

Presentation Details

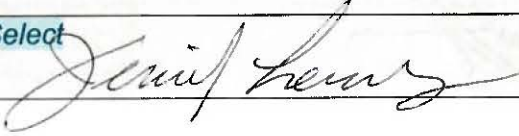
The Sponsoring Council member is responsible for coordinating the presentation time, room, and staff involvement. The presentation is designed to inform and educate Council Members regarding a particular topic, i.e., the need for discussion, statistical data, outside municipal experiences, current trends, etc.

| |
|------------------------------------------------------|
| Estimated Presentation Time Needed: <i>10</i> |
| Presentation Equipment Setup Needed (AV): <i>N/A</i> |
| Office Staff Assistance Needed: |

Presentation Summary: Highlights and Action Items

Discussion should be focused on balancing and weighing the topic against the general policy created by the Council. If there is a need, discussion items may be scheduled for a second meeting. At the conclusion of the Council discussion, please record the meeting's action items and discussion highlights.

For Council Office Staff Use

| | |
|--------------------------------|----------------------------------------------------------------------------------------------------------|
| Meeting Date | cow-7/9/24 cm 7/16/24 |
| Supporting Documents Received? | Ordinance Select |
| Notes: | |
| Staff Sign Off: | Select  |

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2.62.120 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO EMPLOYEE HOLIDAY VACATIONS.

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this ordinance is to amend Section 2.62.120 of the Murray City Municipal Code relating employee holiday vacations.

Section 2. Amendments. Section 2.62.120 of the Murray City Municipal Code shall be amended to read as follows:

2.62.120: HOLIDAYS:

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

New Year's Day: January 1

Martin Luther King Day: Third Monday in January

Presidents' Day: Third Monday in February

Memorial Day: Last Monday in May

Juneteenth National Freedom Day: Third Monday in June

Independence Day: July 4

Pioneer Day: July 24

Labor Day: First Monday in September

Veterans Day: November 11

Thanksgiving Day: Fourth Thursday in November

Day after Thanksgiving: Friday after Thanksgiving

Christmas Eve: December 24, ~~the last four hours of an employee's workday. (When Christmas Eve day falls on a Friday, Saturday, or Sunday, the four-hour provision shall not apply.)~~

Christmas Day: December 25

~~3 employee appreciation days (Effective through 12/31/22)~~

2 employee appreciation days ~~(Effective 1/1/23)~~

B. If New Year's Day, Independence Day, Pioneer Day, Veterans Day, Christmas Eve or Christmas Day falls on a Saturday, all employees shall take the preceding Friday as the holiday, and if it falls on a Sunday, then all employees shall take the following Monday as the holiday.

C. The ~~three~~ two (32) employee appreciation days may be taken as a day off work by each employee. Employee appreciation days may not be accumulated or used for any calendar year past December 31 of each year, and in no event will employees be allowed to receive pay in lieu of taking the ~~three~~ two (32) employee appreciation days.

D. Eligible new hires are entitled to receive up to ~~three~~^{two} (3²) employee appreciation days (24 ¹⁶ hours) the first year of employment based upon the following schedule:

(Effective through 12/31/22)

| Hire Date | Employee Appreciation Hours Available |
|--------------------------|---------------------------------------|
| January 1 to March 31 | 24 |
| April 1 to June 30 | 18 |
| July 1 to September 30 | 12 |
| October 1 to December 31 | 6 |

(Effective 1/1/23)

| Hire Date | Employee Appreciation Hours Available |
|--------------------------|---------------------------------------|
| January 1 to March 31 | 16 |
| April 1 to June 30 | 12 |
| July 1 to September 30 | 8 |
| October 1 to December 31 | 4 |

E. Employee appreciation hours are not available to part time employees.

F. Due to differences in shifts, employees in the Fire and Police Department will receive vacation and holidays as determined by the Fire and Police Chiefs respectively and approved by the Mayor.

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 _____, 2024.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2024

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 _____, 2024. _____

Brooke Smith, City Recorder

CITY PAID HOLIDAYS

| | New Year's | MLK Jr | President's | Memorial | | | Pioneer | Labor | Veteran's | Thanksgiving | Day after | Christmas | Christmas | Floating | Total | Notes |
|--------------------|------------|--------|-------------|----------|------------|----------|---------|-------|-----------|--------------|--------------|-----------|-----------|----------|-------|------------------------------------------------------------|
| | Day | Day | Day | Day | Juneteenth | July 4th | Day | Day | Day | Day | Thanksgiving | Eve | Day | Holidays | | |
| Cottonwood Heights | X | X | X | X | X | X | X | X | X | X | X | | X | 1 | 13 | |
| Draper | X | X | X | X | X | X | X | X | X | X | X | X | X | | 13 | |
| Herriman | X | X | X | X | X | X | X | X | X | X | X | X | X | | 13 | |
| Holladay | X | X | X | X | X | X | X | X | X | X | X | see note | X | | 12.5 | Half day |
| Millcreek | X | X | X | X | X | X | X | X | X | X | X | see note | X | 1 | 13 | City Manager traditionally has given 1/2 day Christmas Eve |
| Murray | X | X | X | X | X | X | X | X | X | X | X | see note | X | 2 | 14.5 | Half day except when it falls on Friday, Saturday, Sunday |
| Riverton | X | X | X | X | X | X | X | X | X | X | X | X | X | | 13 | |
| Salt Lake County | X | X | X | X | X | X | X | X | X | X | X | | X | | 12 | |
| Sandy | X | X | X | X | X | X | X | X | | X | X | X | X | 1 | 13 | |
| So. Salt Lake | X | X | X | X | X | X | X | X | X | X | X | X | X | | 13 | |
| South Jordan | X | X | X | X | X | X | X | X | X | X | X | X | X | | 13 | |
| West Jordan | X | X | X | X | X | X | X | X | X | X | X | X | X | 1 | 14 | |
| West Valley | X | X | X | X | X | X | X | X | X | X | | see note | X | | 11 | Dropped Christmas Eve when they added Juneteenth |

Murray City
Fiscal Note
Additional Holiday

revised May 9

only speciality pay employees 0701 0801

| | | | |
|-----------------------------------|----|--------------|-------------------------|
| adjusted annual salary after cola | \$ | 14,778,249 | |
| annual hours | | <u>2,080</u> | |
| Per hour police/fire | | 7,105 | |
| New holiday hours | | <u>4</u> | |
| | \$ | 28,420 | |
| with FICA/Medicare | \$ | 30,594 | Additional direct cost. |

| | | | |
|------------------------------------------|----|--------------|--|
| City wide per hour salary WO police/fire | \$ | 21,251,221 | |
| annual hours | | <u>2,080</u> | |
| | \$ | 10,217 | |
| | | <u>4</u> | |
| Lost Work | \$ | 40,868 | |

Other non quantifiable costs

Will have additional standby pay at a higher holiday rate

Holiday pay counts toward OT will have extra overtime, especially in parts of city which work 24/7 (not police or fire)

The ParkCenter and senior recreation center will still need to be open even if the city is closed, so will likely cause overtime.

It is not an official holiday so citizens will be expecting utilities customer service to be open.



MURRAY
CITY COUNCIL

Business Item #5



MURRAY

Finance/Admin

Annexation Request - Van Winkle3

Council Action Request

Council Meeting

Meeting Date: August 6, 2024

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department Director Brenda Moore Phone # 2513 Presenters GL Critchfield Brooke Smith Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval Date January 31, 2018 | Purpose of Proposal To decide on the acceptance or denial of the updated annexation petition as mandated by State Code 10-2-4. Action Requested State Code requires the Council to "Accept" or "Deny" the annexation within 14 days. Attachments Resolution Budget Impact The total taxable value is \$26,620,020. Property Tax at the 2023 rate of .00513 for the city would be \$40,276. For the Library it would be \$8,811.00 Description of this Item May 21, 2024 - Annexation Request was presented during CC. Councilmembers voted to "Accept" the Annexation Request and have the petitioner proceed with additional requirements. June 18, 2024 - An Update of the Annexation Request was presented during CofW. (Petitioner was missing a Map) June 20, 2024 - A certified letter was sent to Marv Hendrickson notifying him that the Annexation was Rejected, pending an Accurate and Recordable Map (Utah Code 10-2-403(3)(c)(i). July 2, 2024 - Marv came in and Brooke gave him a copy of the rejection letter. The Certified letter was returned as undeliverable on 7/29 since it required a signature and no one was home when delivery attempts were made(6/24, 6/29, 7/9.) July 29, 2024 - Marv turned in an Accurate and Recordable Map. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Continued from Page 1:

Step-by-Step process:

Utah Code 10-2-405(3)(b) says, "If a petition is refiled under Subsection (3)(a) after having been rejected by the city recorder..., the refiled petition shall be treated as a newly filed petition under Subsection 10-2-403(1).

Subsection 10-2-403(1) says, the person intending to file a petition shall file a Notice of Intent, property owners need to be notified, signatures need to be gathered, and an accurate and recordable map needs to be prepared. The petitioner has fulfilled all of these requirements.

Subsection 10-2-405 says, "A municipal legislative body may: (A)...Deny; or (B) Accept the petition for further consideration under this part. This has to be done within 14 days.

***This is the decision you will be making on August 6, 2024.

If Accepted, the City Attorney and City Recorder have 30 days to verify all the information turned in is correct. They will send a letter notifying the municipal legislative body, sponsor, and county legislative body of their decision.

Subsection 10-2-406 says, that if the decision is accepted the city then needs to send out a Notice to each affected entity and homes within a 300-foot boundary. This notice will also state a deadline for filing a written protest.

Subsection 10-2-407(7) says, "Before approving an annexation petition...the municipal legislative body shall hold a public hearing..." During this hearing, citizens and affected entities can express their views and concerns. If no valid protests are received, or if they are resolved, the city council can make a final decision on the annexation. If approved, the city files the annexation ordinance and map with the County Recorder and the annexed area officially becomes part of the city.

RESOLUTION NO. 24-45

A RESOLUTION ACCEPTING FOR FURTHER CONSIDERATION OF A PETITION FOR ANNEXATION KNOWN AS VAN WINKLE RELATED TO PROPERTY LOCATED APPROXIMATELY BETWEEN 900 EAST AND VAN WINKLE EXPRESSWAY AND BETWEEN APPROXIMATELY 4800 SOUTH AND THE BOUNDARY OF MURRAY CITY AT APPROXIMATELY 4840-4890 SOUTH IN UNINCORPORATED SALT LAKE COUNTY.

WHEREAS, Murray City ("City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, pursuant to Utah Code Ann. §10-2-403, the process to annex an unincorporated area to a municipality is initiated by a petition; and

WHEREAS, on May 14, 2024, various owners of real property in unincorporated Salt Lake County but contiguous to the present boundary of Murray City filed a Petition for Annexation ("Petition") known as Van Winkle for real property located approximately between 900 East and Van Winkle Expressway and between approximately 4800 South and the boundary of Murray City at approximately 4840-4890 South; and

WHEREAS, Utah Code Ann. §10-2-405 provides that within 14 days of the filing of the Petition, the municipal legislative body may deny the Petition or accept the Petition for further consideration; and

WHEREAS, on May 21, 2024, the City Council reviewed the Petition and accepted the Petition for further consideration; and

WHEREAS, the City Recorder, within 30 days after the acceptance of the Petition for further consideration, determined that the Petition did not meet all of the requirements because the Petition was not accompanied by an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation; and

WHEREAS, the City Recorder rejected the Petition and mailed or delivered written notification of the rejection and the reason for the rejection to the City Council, the Contact Sponsor, and the County Council; and

WHEREAS, on July 29, 2024, the Contact Sponsor refiled the Petition by filing an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation; and

WHEREAS, the refiled Petition shall be treated as a newly filed Petition.

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

1. The Council does hereby accept the Petition for further consideration, pursuant to the provisions of Utah Code Ann. §10-2-405.
2. The City Recorder, and all other appropriate City personnel are hereby authorized and directed to take all actions required or advisable to be taken in preparation for formal action by the Council on the proposed annexation.
3. This Resolution shall become effective immediately upon its execution.

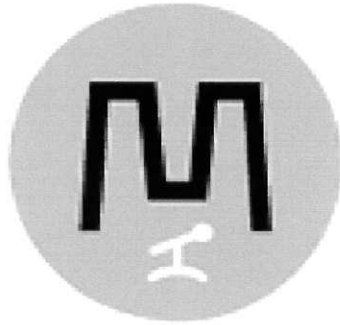
PASSED, APPROVED AND ADOPTED by the Municipal City Municipal Council
this day of 2024.

MURRAY CITY COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment