

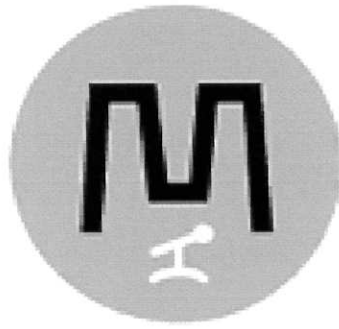
MURRAY
CITY COUNCIL

Council Meeting

6:30 p.m.

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes

Murray City Municipal Council Chambers Murray City, Utah

The Murray City Municipal Council met on Tuesday, October 1, 2019 at 6:32 p.m. for a meeting held in the Murray City Center Council Chambers, 5025 South State Street, Murray, Utah.

Council Members in Attendance:

Dave Nicponski, Chair	District #1
Dale Cox, Vice Chair	District #2
Jim Brass	District #3 – Excused
Diane Turner	District #4
Brett Hales	District #5

Others in Attendance:

Blair Camp	Mayor	Jan Lopez	Council Director
G.L. Critchfield	City Attorney	Jennifer Kennedy	City Recorder
Doug Hill	Chief Administrative Officer	Jennifer Heaps	Communications & Public Relations Director
Craig Burnett	Police Chief	Brenda Moore	Finance Director
Danny Astill	Public Works Director	Jon Harris	Fire Chief
Danny Hansen	Senior IT Technician	Joseph Mittelman	Assistant Chief/Fire Marshal
Jared Hall	Community & Economic Development (CED) Supervisor	Kim Sorensen	Parks & Recreation Director
Robert White	IT Director	Melinda Greenwood	Community & Economic Development (CED) Director
Citizens			

Opening Ceremonies

Call to Order – Mr. Cox called the meeting to order at 6:32 p.m. and excused Council Member Brass.

Pledge of Allegiance – The Pledge of Allegiance was led by Daphne Mittelman

Approval of Minutes

Council Meeting – September 3, 2019

MOTION: Mr. Hales moved to approve the minutes. The motion was SECONDED by Mr. Nicponski. Voice vote taken, all "ayes."

Special Recognition

1. Consider a Joint Resolution of the Mayor and Municipal Council of Murray City, Utah to Designate and Support the Week of October 6-12, 2019 as Fire Prevention Week. Mayor Camp and Assistant Chief Joey Mittelman presenting.

Mayor Camp read the Joint Resolution.

MOTION: Ms. Turner moved to adopt the Joint Resolution. The motion was SECONDED by Mr. Nicponski.

Council roll call vote:

Ms. Turner	Aye
Mr. Hales	Aye
Mr. Nicponski	Aye
Mr. Cox	Aye

Motion passed 4-0

Mayor Camp presented the Joint Resolution to Joey Mittelman, Assistant Chief/Fire Marshal and Jon Harris, Fire Chief. Assistant Chief Mittelman spoke about some of the activities that will be taking place during Fire Prevention Week. He also noted that the Fire Department has partnered with the American Red Cross and so far they have been able to install 78 smoke alarms in homes throughout Murray City.

Mr. Hales asked how people can find out where in their homes they should have smoke alarms.

Assistant Chief Mittelman said there is information online. People can reach out to the Fire Department as well.

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

Public Hearings

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

1. Consider an ordinance amending Section 13.48.050 of the Murray City Municipal Code relating to Stormwater Utility Fees.

Staff Presentation: Danny Astill, Public Works Director

(See Attachment 1 for slides used during this presentation)

Mr. Astill said this item was discussed during a previous Committee of the Whole meeting. He explained that stormwater utilities are authorized by the Utah State Code and the city's stormwater utility operates as a separate enterprise fund. The stormwater utility fund provides specific comprehensive services to benefit the city by managing the quantity and quality of stormwater according to the city's National Pollutant Discharge Elimination System (NPDES) Permit.

Mr. Astill went through some of the things the stormwater money goes towards which include the construction and maintenance of stormwater facilities, stormwater system maintenance, and project site inspections.

Mr. Astill spoke about the approach staff took in reviewing the current stormwater rates. The steps staff took included reviewing the Master Plan, system deficiencies, and existing rates. They performed a comprehensive analysis of the city's current and future needs for stormwater and presented some options to the City Council a few weeks ago.

Mr. Astill explained a rate increase is necessary due to increased operating expenses, capital improvement needs and increased stormwater regulations. He added that some of the objectives of the study were to ensure there were sufficient revenues to cover all expenses, keep at least 180 days of cash on hand and to minimize the impacts to existing ratepayers.

Mr. Astill said the preferred option would be to raise the stormwater fee by \$1.00 per Equivalent Residential Unit (ERU) or \$12.00 per year in fiscal year 2021. After that, for fiscal years 2022-2025, raise the stormwater fee by \$0.65 per month per ERU or \$7.80 per year. He said Murray City's current stormwater rate of \$4.65 is the third lowest across the Wasatch Front. He believes the city is being as fiscally responsibly as it can be.

Ms. Turner asked if tax-exempt and non-profits pay this.

Mr. Astill replied yes they do.

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

MOTION: Mr. Nicponski moved to adopt the ordinance. The motion was SECONDED by Mr. Hales.

Council roll call vote:

Ms. Turner	Aye
Mr. Hales	Aye
Mr. Nicponski	Aye

Mr. Cox Aye

Motion passed 4-0

2. Consider an ordinance relating to land use; amends the General Plan from Commercial Development and General Office to Professional Office for the property located at 5920 South Fashion Boulevard, Murray City, Utah.
Applicant: Roderick Enterprises

Staff Presentation: Melinda Greenwood, CED Director
(See Attachment 2 for slides used during this presentation)

Ms. Greenwood said the Zone Map amendment for this item was approved on September 5, 2019. Normally both the Zone Map and General Plan amendment would have been done on the same night, but due to an error in the noticing, they are being done separately. Tonight, the Council will be asked to approve the General Plan amendment.

Ms. Greenwood noted the Planning Commission held a public hearing on this item and have forwarded a recommendation of approval to the City Council. Staff is also recommending approval of this proposal.

Ms. Greenwood explained the Council will only be deciding on the zoning of the property tonight. They will not be deciding on a specific project. That will be done in the future during a separate meeting.

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

MOTION: Ms. Turner moved to adopt the ordinance. The motion was SECONDED by Mr. Nicponski.

Council roll call vote:

Ms. Turner	Aye
Mr. Hales	Aye
Mr. Nicponski	Aye
Mr. Cox	Aye

Motion passed 4-0

3. Consider an ordinance amending Sections 17.146.020, 17.146.030, 17.146.040, 17.146.050, 17.146.080, 17.146.090, 17.146.110 and 17.146.120 of the Murray City Municipal Code related to the Mixed-Use Zoning District.

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

Mr. Hall said these changes affect many subsections of the Mixed-Use Zone, with the first one being definitions. He went over the definitions that were added and updated to the code so it would be more user friendly and compatible with other areas of the city instead of just around the train stations. Some definitions that were added included transit stations, vertical mixed use, horizontal mixed use, public street and private street. Mr.

Mr. Hall explained another proposed change is to introduce a density grading plan which would allow greater density closer to transit stations or areas. Within $\frac{1}{4}$ mile of a transit area, the city would allow 100 units per acre in a mixed use zone. Within $\frac{1}{2}$ mile of a transit area, the city would allow 80 units per acre in a mixed use zone. Within 1 mile of a transit area, the city would allow 50 units per acre in a mixed use zone and outside of one mile, if there is a mixed use zone, it should have no more than 40 units per acre.

Mr. Hall said it was important for the city to add definitions of vertical and horizontal mixed use because the city's current ground floor commercial requirement is pretty restrictive. Under the current code, 75% of the ground floor of any residential building has to be commercial. He explained the proposed change would be for 75% of the ground floor facing a public or private street would need to be commercial, at a depth of 40 feet.

Mr. Hall said for any project larger than five acres, staff is recommending a Master Site Plan be required. This will ensure that if the initial developer fails, there is a plan that dictates how the site will be developed. The Master Site Plan would have three components: building orientation, a central feature, and outdoor spaces.

Another proposed change are modifications to the parking requirements, building setbacks and access improvements.

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

MOTION: Mr. Nicponski moved to adopt the ordinance. The motion was SECONDED by Mr. Hales.

Council roll call vote:

Ms. Turner	Aye
Mr. Hales	Aye
Mr. Nicponski	Aye
Mr. Cox	Aye

Motion passed 4-0

4. Consider an ordinance amending the Murray City Standard Land Use Code, enacting Chapter 17.43 of the Murray City Municipal Code governing cannabis production establishments and medical cannabis pharmacies, and amending Sections 17.88.020,

17.92.020, 17.144.020, 17.148.020, 17.152.020, 17.156.020, 17.160.020, 17.173.020 and 17.174.020 identifying cannabis production establishments and medical cannabis pharmacies as permitted uses in specified zoning districts.

Staff Presentation: Melinda Greenwood, CED Director

(See Attachment 4 for slides used during this presentation)

Ms. Greenwood said this has been a big topic of discussion over the past few months, especially at the State level. A couple of years ago, voters voted in a medical cannabis bill and last year the State Legislature made changes to that bill. The Legislature recently made additional changes to the bill again during a special session that was held on September 17, 2019.

Ms. Greenwood said one of the main items in this ordinance was to add definitions for cannabis production establishments and medical cannabis pharmacies into the standard land use code.

The State has required that cities allow cannabis production establishments as a permitted use in industrial, manufacturing, and agricultural zones. They have also come out with distance requirements stating that production facilities cannot be within 1000 feet of a community location or within 600 feet of a zone that is primarily residential.

Ms. Greenwood noted that cannabis pharmacies are a permitted use in any zone except for those that are primarily residential. The state allows medical cannabis pharmacies to be located within 600 feet of a community location or within 200 feet of a zone that is primarily residential.

Ms. Greenwood said the proposed ordinance is compliant with state code. She noted the Planning Commission has forwarded a recommendation of approval of this ordinance, although the ordinance they approved was different because of the changes the State Legislature made on September 17, 2019.

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

MOTION: Mr. Hales moved to adopt the ordinance. The motion was SECONDED by Mr. Nicponski.

Council roll call vote:

Ms. Turner	Aye
Mr. Hales	Aye
Mr. Nicponski	Aye
Mr. Cox	Aye

Motion passed 4-0

Business Items

None Scheduled.

Mayor's Report and Questions

Mayor Camp reported on the following items:

- Starting today, 300 West will be closed at 5670 South for the installation of a storm drain. This is part of the Utahna Storm Drain project. This is a hard closure and no thru traffic will be allowed. 300 West is scheduled to reopen on October 23, 2019.
- Each year the city's police officers are allowed to grow their beards out. It started out as "Movember" which was to raise awareness for men's health issues. It has been extended this year to include October, November, and December. For each month the officers participate, they make a donation to the Victims Advocate Emergency Fund.
- The city's annual Pumpkin Race will be held on Monday, October 14, 2019 at 6:00 p.m.
- October is Amnesty Month at the Library. Patrons with unpaid for, previously lost items in good condition can bring them back to the Library and have their fines and replacement costs removed from their account and get back in good standing with the Library
- The new fire engine is scheduled to arrive tomorrow. It will take a few weeks for all the equipment to be installed on it and tested.

Adjournment

The meeting was adjourned at 7:27 p.m.

Jennifer Kennedy, City Recorder

Murray City Municipal Council Chambers Murray City, Utah

The Murray City Municipal Council met on Tuesday, October 15, 2019 at 6:40 p.m. for a meeting held in the Murray City Center Council Chambers, 5025 South State Street, Murray, Utah.

Council Members in Attendance:

Dave Nicponski, Chair	District #1
Dale Cox, Vice Chair	District #2
Jim Brass	District #3
Diane Turner	District #4
Brett Hales	District #5

Others in Attendance:

Blair Camp	Mayor	Jan Lopez	Council Director
G.L. Critchfield	City Attorney	Jennifer Kennedy	City Recorder
Doug Hill	Chief Administrative Officer	Jennifer Heaps	Communications & Public Relations Director
Craig Burnett	Police Chief	Brenda Moore	Finance Director
Robert White	IT Director	Jon Harris	Fire Chief
Ben Terran	GIS Manager	Pattie Johnson	Council Office Administrator
Steve Kollman	Senior GIS Analyst		
Scouts		Citizens	

Opening Ceremonies

Call to Order – Mr. Cox called the meeting to order at 6:40 p.m.

Pledge of Allegiance – The Pledge of Allegiance was led by Jon Harris, Fire Chief

Approval of Minutes

Council Meeting – September 17, 2019

MOTION: Mr. Brass moved to approve the minutes. The motion was SECONDED by Mr. Nicponski. Voice vote taken, all “ayes.”

Special Recognition

1. Murray City Council Employee of the Month, Steve Kollman, Senior GIS Analyst.
Staff Presentation: Brett Hales, Council Member and Robert White, IT Director

Mr. Hales said the Council started the Employee of the Month Program because they felt it was important to recognize the City's employees. He presented Mr. Kollman with a certificate, a \$50 gift card and told him that his name would appear on the plaque located in the Council Chambers. He expressed his appreciation to Mr. Kollman for all he does for the City.

Mr. White spoke about all the work Mr. Kollman has done during his 32 years with the city.

Citizen Comments – Comments are limited to 3 minutes unless otherwise approved by the Council.

Brent Barnett – Murray City, Utah

See Attachment 1 for Mr. Barnett's comments.

Business Items

1. Consider a resolution of the Municipal Council of Murray City, Utah authorizing and approving the execution and delivery of a Master Lease Agreement by and between the City and the Municipal Building Authority of Murray City, Utah (the "Authority"), and a Ground Lease Agreement; authorizing the issuance and sale by the Authority of its Lease Revenue Bonds, Series 2020, in an aggregate principal amount of not more than \$37,000,000 and related matters.

Staff Presentation: Brenda Moore, Finance Director

Jennifer Kennedy, City Recorder, verified the notice for this meeting was posted in accordance with the Open and Public Meetings Act.

Ms. Moore read the title of the resolution:

A resolution of the Municipal Council of Murray City, Utah, authorizing and approving the execution and delivery of a Master Lease Agreement by and between the city and the Municipal Building Authority of Murray City, Utah (the "Authority"), and a Ground Lease Agreement; authorizing the issuance and sale by the authority of its Lease Revenue Bonds, Series 2020, in an aggregate principal amount of not more than \$37,000,000; authorizing and approving the execution and delivery by the Authority of a General Indenture of Trust, a Supplemental Indenture of Trust, Bond Purchase Contract, certain security documents, and other documents required in connection therewith; authorizing and approving the distribution and use of a preliminary official statement; and an official statement authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by this resolution; and related matters.

MOTION: Mr. Nicponski moved to adopt the resolution. The motion was SECONDED by Ms. Turner.

Council roll call vote:

Mr. Brass Aye

Ms. Turner Aye

Mr. Hales	Aye
Mr. Nicponski	Aye
Mr. Cox	Aye

Motion passed 5-0

2. Consider a resolution requesting the Recertification of the Murray City Municipal Justice Court.

Staff Presentation: G.L. Critchfield, City Attorney

Mr. Critchfield said State Law requires that the Justice Court be recertified every four years and it is due to recertify in January 2020. Mr. Critchfield explained he feels the court is in compliance and it is feasible for the city to continue having the court.

MOTION: Mr. Hales moved to adopt the resolution. The motion was SECONDED by Mr. Nicponski.

Council roll call vote:

Mr. Brass	Aye
Ms. Turner	Aye
Mr. Hales	Aye
Mr. Nicponski	Aye
Mr. Cox	Aye

Motion passed 5-0

3. Consider adoption of the proposed revisions to Sections IV and VIII the Rules of the Murray City Municipal Council.

Staff Presentation: Janet Lopez, Council Director

Ms. Lopez said the first change was on page 6. The last sentence on the page has been changed to read, "Confine remarks to the topic, avoiding personality differences."

Ms. Lopez explained during the last revision to the Rules of the Murray City Municipal Council, an audit section was added, however an Audit Committee was not added. The rules will now read that the Audit Committee will consist of the City Council Budget and Finance Chair and Vice-Chair.

MOTION: Mr. Brass moved to adopt the proposed revisions to Sections IV and VIII to the Rules of the Murray City Municipal Council. The motion was SECONDED by Ms. Turner.

Council roll call vote:

Mr. Brass	Aye
Ms. Turner	Aye
Mr. Hales	Aye

Mr. Nicponski Aye
Mr. Cox Aye

Motion passed 5-0

Mayor's Report and Questions

Mayor Camp went over the following items:

- The Annual Pumpkin Races were held last night in the park. The event was a success and a lot of fun. He expressed his appreciation to Council Member's Brass and Cox for attending the event.
- The Walden Glen Lift Station that has been under construction is now functional. There is still some construction to be finished up on the outside of the building, but the station is up and running again.
- Rocky Mountain Power has removed some trees from a portion of the city's golf course and Willow Pond Park. The city's parks and golf course touch part of the right-of-way that Rocky Mountain Power owns and these trees were too close to their powerlines, so they removed them. They have provided the city with vouchers to replace the trees that were removed.

Mayor Camp said he had the opportunity to serve on the Council before being elected Mayor. During that time the Council had the opportunity to approve the purchase of a number of pieces of property in preparation for the new City Hall. The process of preparing for the day that we are finally getting ready to build this building has been going on for many years. Mayor Camp said in his first State of the City address, two years ago, he quoted a Murray Eagle Newspaper article from May of 1978 that discussed the building of a new City Hall in the downtown redevelopment area, west of State Street. Mayor Camp said, in his speech, *"After 40 years, it's time to stop the discussing and start the building. I believe the construction of the new City Hall in the redevelopment area will spawn new interest in private development on the remaining property, including the State Street frontage."*

Mayor Camp said his point in bringing this up is that if someone is claiming that they are paying attention to this process and this is taking them by surprise, they are sadly mistaken. This has been a long process and it's been very public all along the way. Mayor Camp talks to a lot of people in the city and he does listen and pays attention. He thanked the Council for their support of the new City Hall project.

Adjournment

The meeting was adjourned at 7:09 p.m.

Attachment 1



Brent Barnett [REDACTED]

On Transparent Government

Brent Barnett [REDACTED]

Tue, Oct 15, 2019 at 5:09 PM

Draft To: dave.nicponski@murray.utah.gov, dale.cox@murray.utah.gov, diane.turner@murray.utah.gov, Jim Brass <jim.brass@murray.utah.gov>, brett.hales@murray.utah.gov, jlopez@murray.utah.gov

*Hi everyone,**To the City Council**I am so glad to be back in Murray*

I don't speak up very often but I have a tough thing to bring up to you and I hope you will understand. I and a number of other citizens were shocked to see the agenda item for a \$37 million bond on the agenda.

We talk about transparency. All of us, including the mayor, espouse transparency. Yet there is no way in the world this is a transparent action. No matter what the source of the money, no matter how the bond is made, if we believe in transparency this just doesn't make anyone proud.

I respect all of you for the work you do and I marvel at your dedication. I respect the mayor and appreciate all the work he does. I just feel that what is lacking in our current situation is the commitment to truly believe in the people and believe that the final result will be better for everyone if everyone understands and can participate in the process.

Since it is for a good cause, why taint it with bad transparency? I am all for a great new city hall. But I am one of a very few who follow this and see the direction the mayor is going. I don't believe it is fair for all the people out there who have no way of knowing what is playing out.

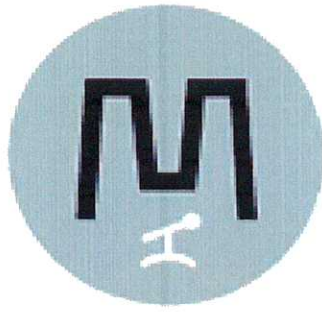
I know it may be hard to vote against this. But I think this is a rare chance to stand up for the citizens and respect the citizens' voice in the process. Not-rejecting the mayor but just letting him know that he needs to make his case to the people and take the necessary time to do it.

I think the outcome will be a more unified city because people will know they had a part in it and know that the city actually listens to their ideas.

Thanks for everything and for listening to these words.

Brent D. Barnett

*DBH**Public Hearing Nov 12*



MURRAY
CITY COUNCIL

Special Recognition #1



MURRAY


Mayor's Office

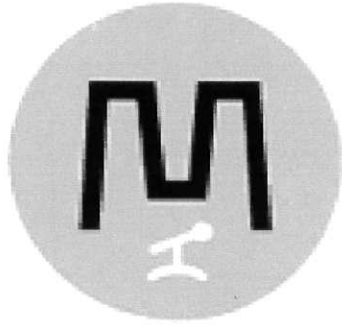
Wrap-up Report from Miss Murray 2019 - Savannah Angle

Council Action Request

Council Meeting

Meeting Date: November 12, 2019

Department Director Mayor Camp	Purpose of Proposal Wrap-up report from Miss Murray 2019
Phone # 801-264-2600	Action Requested Informational only
Presenters Savannah Angle	Attachments None
	Budget Impact None
Required Time for Presentation	Description of this Item Savannah Angle has accomplished many admirable goals during her tenure as Miss Murray. I would like to give her the opportunity to provide a wrap-up report to the council.
Is This Time Sensitive No	
Mayor's Approval 	
Date October 29, 2019	



MURRAY
CITY COUNCIL

Special Recognition #2




Mayor's Office

Introduction of Miss Murray 2020 - Sarah Nelson

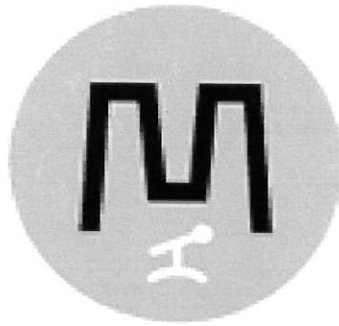
Council Action Request

Council Meeting

Meeting Date: November 12, 2019

Department Director Mayor Blair Camp	Purpose of Proposal Introduction of Sarah Nelson, Miss Murray 2020
Phone # 801-264-2600	Action Requested Informational only
Presenters Sarah Nelson	Attachments Biography
	Budget Impact None
Required Time for Presentation	Description of this Item I'm pleased to introduce Sarah Nelson as the new Miss Murray. I appreciate the council allowing some time for Sarah to discuss her social impact initiative and what she hopes to accomplish during her tenure.
Is This Time Sensitive No	
Mayor's Approval 	
Date October 29, 2019	

Sarah Nelson is the daughter of Russell and Geneal Nelson. She is from Murray, Utah and attended Murray High School graduating in the class of 2015. She went on to continue her education at Brigham Young University where she is a senior in the Accounting program. After her graduation in April next spring, she plans to work for a few years and then return to school to pursue a Masters of Business Administration. She completed a volunteer service mission in Stockholm, Sweden where she learned to speak the Swedish language and fell in love with European design. Sarah owns a professional makeup business where she is an official vendor for the state-wide publication Utah Brides. She is also classical pianist and loves playing romantic composers such as Chopin and Debussy in her spare time. She loves the outdoors, attending concerts, laughing, and being with her friends. She is thrilled to be representing Murray in this capacity over the next year.



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Consent Agenda



MURRAY


Mayor's Office

Appointment of Matt Jacobson to the Arts Advisory Board

Council Action Request

Council Meeting

Meeting Date: November 12, 2019

Department Director Lori Edmunds	Purpose of Proposal Appointment of new board member
Phone # 801-2642620	Action Requested Consider confirmation of the Mayor's appointment of Matt Jacobson to the Arts Advisory Board.
Presenters Mayor Camp	Attachments Resume
	Budget Impact None
Required Time for Presentation	Description of this Item Matt Jacobson will be appointed to the Arts Advisory Board for a two-year term, January 15, 2020 - January 15, 2022. Matt is filling the position vacated by Becca Spjute.
Is This Time Sensitive Yes	
Mayor's Approval 	
Date October 29, 2019	

MATT JACOBSON

444 East Adaley Avenue, Murray, Utah 84107 C: 801-230-9420

SUMMARY

Matt Jacobson has been a professional picture framer and art and design consultant for 33 years. He has worked with the Utah Arts Festival for the same length of time, starting out as a volunteer. He has traveled extensively and visited many of the worlds top museums including the Louvre, Prado, Hermitage, MOMA, Guggenheim NY and Bilbao as well as the Smithsonian.

SKILLS

Gallery Management
Multitasking and Prioritization
Management of Artists
Woodworking and Tools
Design and Color
Great People Skills

EXPERIENCE

MATT JACOBSON CUSTOM FRAMING AND DESIGN

2009 to Current

Maintains a framing business in Murray offering all aspects of custom picture framing and design as well as concierge service including pick-up and delivery as well as in home or office consultation and hanging.

UTAH ARTS FESTIVAL ARTIST MARKETPLACE COORDINATOR

2008 to Current

Coordination of the 175+ Artists exhibiting at the UAF each year as well as overseeing the jury and jury process. Booth placement and aesthetics as well as management of load-in and the artists on-site.

UTAH ARTS FESTIVAL GALLERY

2007 to 2016

Curator of the gallery including selection of artists and themes for monthly shows. Receiving of artwork as well as designing and hanging of the shows. Hosting gallery stroll on the third Friday of each month. (November to May) each year.

BRUSHWORKS GALLERY

1996 to 2009

All aspects of framing and design as well as hanging of artwork and sales. Assisting in hanging of shows and participation in monthly gallery strolls.

GALLERY AND FRAMEWORK

1986 to 2009

Worked for:

Z Gallerie (Los Angeles)

SULLIVAN SAXTON

FRAME IT

THE FRAME STATION

NORDSTROM (Seasonal Window Display) Christmas

FRAME IT, again




Mayor's Office

Appointment of Janice Blanchard to the History Advisory Board

Council Action Request

Council Meeting

Meeting Date: November 12, 2019

Department Director Kim Sorensen	Purpose of Proposal Appointment of new board member
Phone # 801-264-2619	Action Requested Consider confirmation of the Mayor's appointment of Janice Blanchard to the History Advisory Board.
Presenters Mayor Camp	Attachments Resume
	Budget Impact None
Required Time for Presentation	Description of this Item Janice Blanchard will be appointed to the History Advisory Board for a 3-year term, expiring 8/1/2022. Janice is filling the position previously held by Syanna Madsen, who fulfilled a three-year term.
Is This Time Sensitive Yes	
Mayor's Approval 	
Date October 29, 2019	

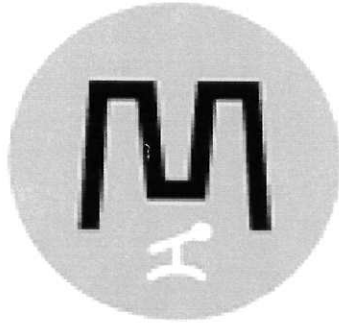
Janice Blanchard
398 Vine Street
Murray, Utah

I am an original Cache County person. I lived there until I married and moved following my husbands work. About 1963 we moved to Murray, bought the home we are living in and have loved being on Vine Street since. Our children attended Murray schools and all have graduated from Murray High. A number of our grandchildren have graduated from Murray High also.

We went to the old white church near state street until the new chapel was built on Vine Street. Though the wards have changed several times, we are still attending church at that newer building.

Our house on Vine Street was built in 1902 for the Canigater family. Members of that family still living, and their families have cherished memories of living here.

We have seen many changes to Murray since being here. We remember the cabbage field just over the hill, the large cottonwood trees where the swimming pool is now, and of course the changes that have come to State Street and all around the city. We feel fortunate to live in Murray.



MURRAY
CITY COUNCIL

Public Hearing #1



MURRAY


Community & Economic Development

Accessory Structure Height in Residential Zoning Districts

Council Action Request

Council Meeting

Meeting Date: November 12, 2019

Department Director Melinda Greenwood Phone # 801-270-2428 Presenters Melinda Greenwood Jim McNulty Required Time for Presentation 15 Minutes Is This Time Sensitive Yes Mayor's Approval  Date October 28, 2019	Purpose of Proposal Proposed Ordinance Amendment regarding Accessory Structure Height in Residential Zoning Districts. Action Requested Discussion item & public hearing to consider the proposed Land Use Ordinance Amendment scheduled for November 19, 2019. Attachments Draft Ordinance and Power Point Presentation. Budget Impact No Budget impact. Description of this Item The Community & Economic Development Department has drafted a proposed ordinance amendment to the Murray Land Use Ordinance regarding Accessory Structure Height in Residential Zoning Districts. The proposed text amendment is intended to allow for increased height in cases where the primary structure has a low roof height. Recently, City staff has received several building permit applications for accessory structures and it's apparent that our ordinance needs to be updated to allow for residents to have useable accessory structures. Other general clean-up items are proposed in the draft ordinance. The following includes the chapters where the proposed revisions apply:
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Continued from Page 1:

- Chapter 17.92, Agricultural District A-1;
- Chapter 17.96, Single Family Medium Density Residential District R-1-6;
- Chapter 17.100, Single Family Low Density Residential District R-1-8;
- Chapter 17.104, Single Family Low Density Residential District R-1-10;
- Chapter 17.108, Single Family Low Density Residential District R-1-12;
- Chapter 17.112, Medium Density Residential District R-2-10;
- Chapter 17.116, Multi-Family Low Density Residential District R-M-10;
- Chapter 17.120, Multi-Family Medium Density Residential District R-M-15;
- Chapter 17.124, Multi-Family High Density Residential District R-M-20;
- Chapter 17.128, Multi-Family High Density Residential District R-M-25.

Accessory Structure Height – Existing Language

The Murray City Land Use Ordinance currently includes the following language:

“An accessory building may consist only of one story, and may not exceed the lesser of twenty feet (20’), or the height of the residential dwelling on the property”.

Accessory Structure Height – Proposed Language

City staff is proposing the following language:

“An accessory structure may consist of a one-story building and may not exceed sixteen feet (16’) to the peak of the roof if the primary residential dwelling is less than twenty feet (20’) in height. If the primary residential dwelling is greater than twenty feet (20’) in height, an accessory structure is allowed at a height of twenty feet (20’) to the peak of the roof.”

FINDINGS

1. The proposed text amendments are consistent with the purpose of Title 17, Murray City Land Use Ordinance.
2. The proposed text amendments are consistent with the Goals & Policies of the Murray City General Plan.
3. The proposed text amendments will allow Murray City residents to have useable accessory structures in residential zoning districts.

STAFF RECOMMENDATION

Based on the findings, proposed text and other revisions as outlined, City staff recommends that the City Council APPROVE the proposed text amendment to multiple chapters of the Murray City Land Use Ordinance regarding Accessory Structure Height in Residential Zoning Districts.

Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 12th day of November, 2019, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 5025 South State Street, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing to receive public comment concerning an ordinance amending sections 17.92.090, 17.96.090, 17.100.090, 17.104.090, 17.108.090, 17.112.090, 17.116.060, 17.120.060, 17.124.060 and 17.128.060 of the Murray City Municipal Code relating to accessory structure height in residential zoning districts.

DATED this 29th day of October, 2019.

MURRAY CITY CORPORATION


City Recorder

DATE OF PUBLICATION: November 1, 2019
PH 19-39



ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 17.92.090, 17.96.090, 17.100.090, 17.104.090, 17.108.090, 17.112.090, 17.116.060, 17.120.060, 17.124.060 AND 17.128.060 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO ACCESSORY STRUCTURE HEIGHT IN RESIDENTIAL ZONING DISTRICTS

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this Ordinance is to amend sections 17.92.090, 17.96.090, 17.100.090, 17.104.090, 17.108.090, 17.112.090, 17.116.060, 17.120.060, 17.124.060 and 17.128.060 of the Murray City Municipal Code relating to accessory structure height in residential zoning districts.

Section 2. Amendment. Sections 17.92.090, 17.96.090, 17.100.090, 17.104.090, 17.108.090, 17.112.090, 17.116.060, 17.120.060, 17.124.060 and 17.128.060 of the Murray City Municipal Code shall be amended to read as follows:

Chapter 17.92

AGRICULTURAL DISTRICT A-1

17.92.090: USE RESTRICTION FOR YARD AREA

...

C. Location Criteria: Accessory buildings or structures may be located in a corner lot side yard subject to these criteria:

1. An accessory building may be located in that portion of a corner lot side yard which could be enclosed by a six-foot (6') fence (referred herein as "6-foot fence line") as defined in chapter 17.64 of this title;

~~2. An accessory building located in a corner lot side yard may not exceed one hundred sixty eight (168) square feet in area;~~

~~3.2.~~ An accessory building may not be located closer than one-foot (1') to the six-foot (6') fence line;

4. ~~3.~~ The maximum height for the accessory building is determined according to the distance between the six-foot (6') fence line and the nearest point of the accessory building. The maximum height for an accessory building located at the closest allowable point (1 foot) from the six foot (6') fence line is eight feet (8'); the accessory building

may be one foot (1') greater in height for each additional two feet (2') it is located nearer the dwelling, up to a maximum height of twelve feet (12'). Height is measured from ground to the peak, if any, of the roof of the accessory building;

~~5.~~ 4. Garage buildings or any building or structure designed or intended to be used for motor vehicle parking or storage may not be located in a corner lot side yard area;

~~6.~~ 5. An accessory building located in a corner lot side yard may not be located less than six feet (6') from the dwelling or less than ten feet (10') from a dwelling on an adjacent lot;

~~7.~~ 6. Accessory buildings and structures may not cover more than twenty five percent (25%) of a corner lot side yard. This restriction may not be construed to modify the general coverage restriction described in section 17.40092.1320 of this chapter.

...

F. Side Yard Accessory Buildings: Such buildings and structures located in a side yard must comply with this chapter's setback requirements for dwellings and have adequate facilities for the discharge of all roof or other drainage onto the subject property and meet all city fire and building codes. ~~Building and structure height shall not exceed the lesser of twenty feet (20') or the height of the residential dwelling on property.~~ Accessory buildings and structures shall be compatible with the exterior color and materials of the dwelling or shall utilize earthen tones.

G. Height: ~~An accessory building may consist only of one story, and may not exceed the lesser of twenty feet (20'), or the height of the residential dwelling on the property.~~ An accessory structure may consist of a one-story building, and may not exceed sixteen feet (16') to the peak of the roof if the primary residential dwelling is less than twenty feet (20') in height. If the primary residential dwelling is greater than twenty feet (20') in height, an accessory structure is allowed at a height of twenty feet (20') to the peak of the roof.

...

L. Determination: ~~The community development director~~ Community & Economic Development Director shall determine what constitutes an accessory use, building, or a structure as those terms are used in this title, and a person aggrieved by that determination may appeal to the appeal authority as provided by law.

...

Chapter 17.96

SINGLE-FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT R-1-6

17.96.090: USE RESTRICTION FOR YARD AREA

...

C. Location Criteria: Accessory buildings or structures may be located in a corner lot side yard subject to these criteria:

1. An accessory building may be located in that portion of a corner lot side yard which could be enclosed by a six-foot (6') fence (referred herein as "6-foot fence line") as defined in chapter 17.64 of this title;
- ~~2. An accessory building located in a corner lot side yard may not exceed one hundred sixty-eight (168) square feet in area;~~
- ~~3.~~ 2. An accessory building may not be located closer than one-foot (1') to the six-foot (6') fence line;
- ~~4.~~ 3. The maximum height for the accessory building is determined according to the distance between the six-foot (6') fence line and the nearest point of the accessory building. The maximum height for an accessory building located at the closest allowable point (1 foot) from the six foot (6') fence line is eight feet (8'); the accessory building may be one foot (1') greater in height for each additional two feet (2') it is located nearer the dwelling, up to a maximum height of twelve feet (12'). Height is measured from ground to the peak, if any, of the roof of the accessory building;
- ~~5.~~ 4. Garage buildings or any building or structure designed or intended to be used for motor vehicle parking or storage may not be located in a corner lot side yard area;
- ~~6.~~ 5. An accessory building located in a corner lot side yard may not be located less than six feet (6') from the dwelling or less than ten feet (10') from a dwelling on an adjacent lot;
- ~~7.~~ 6. Accessory buildings and structures may not cover more than twenty five percent (25%) of a corner lot side yard. This restriction may not be construed to modify the general coverage restriction described in section 17.40096.1330 of this chapter.

...

F. Side Yard Accessory Buildings: Such buildings and structures located in a side yard must comply with this chapter's setback requirements for dwellings and have adequate facilities for the discharge of all roof or other drainage onto the subject property and meet all city fire and building codes. ~~Building and structure height shall not exceed the lesser of twenty feet (20') or the height of the residential dwelling on property.~~ Accessory buildings and structures shall be compatible with the exterior color and materials of the dwelling or shall utilize earthen tones.

G. Height: ~~An accessory building may consist only of one story, and may not exceed the lesser of twenty feet (20'), or the height of the residential dwelling on the property.~~ An accessory structure may consist of a one-story building, and may not exceed sixteen feet (16') to the peak of the roof if the primary residential dwelling is less than twenty feet (20') in height. If the primary residential dwelling is greater than twenty feet (20') in height, an accessory structure is allowed at a height of twenty feet (20') to the peak of the roof.

...

L. Determination: The ~~community development director~~ Community & Economic Development Director shall determine what constitutes an accessory use, building, or a structure as those terms are used in this title, and a person aggrieved by that determination may appeal to the appeal authority as provided by law.

Chapter 17.100

SINGLE-FAMILY LOW DENSITY RESIDENTIAL DISTRICT R-1-8

17.100.090: USE RESTRICTION FOR YARD AREA

...

C. Location Criteria: Accessory buildings or structures may be located in a corner lot side yard subject to these criteria:

1. An accessory building may be located in that portion of a corner lot side yard which could be enclosed by a six-foot (6') fence (referred herein as "6-foot fence line") as defined in chapter 17.64 of this title;

~~2. An accessory building located in a corner lot side yard may not exceed one hundred sixty eight (168) square feet in area;~~

~~3.~~ 2. An accessory building may not be located closer than one-foot (1') to the six-foot (6') fence line;

~~4.~~ 3. The maximum height for the accessory building is determined according to the distance between the six-foot (6') fence line and the nearest point of the accessory building. The maximum height for an accessory building located at the closest allowable point (1 foot) from the six foot (6') fence line is eight feet (8'); the accessory building may be one foot (1') greater in height for each additional two feet (2') it is located nearer the dwelling, up to a maximum height of twelve feet (12'). Height is measured from ground to the peak, if any, of the roof of the accessory building;

~~5.~~ 4. Garage buildings or any building or structure designed or intended to be used for motor vehicle parking or storage may not be located in a corner lot side yard area;

~~6.~~ 5. An accessory building located in a corner lot side yard may not be located less than six feet (6') from the dwelling or less than ten feet (10') from a dwelling on an adjacent lot;

~~7.~~ 6. Accessory buildings and structures may not cover more than twenty five percent (25%) of a corner lot side yard. This restriction may not be construed to modify the general coverage restriction described in section 17.400100.1330 of this chapter.

...

F. Side Yard Accessory Buildings: Such buildings and structures located in a side yard must comply with this chapter's setback requirements for dwellings and have adequate facilities for the discharge of all roof or other drainage onto the subject property and meet all city fire and building codes. ~~Building and structure height shall not exceed the lesser of twenty feet (20') or the height of the residential dwelling on property.~~ Accessory buildings and structures shall be compatible with the exterior color and materials of the dwelling or shall utilize earthen tones.

G. Height: ~~An accessory building may consist only of one story, and may not exceed the lesser of twenty feet (20'), or the height of the residential dwelling on the property.~~ An accessory structure may consist of a one-story building, and may not exceed sixteen feet (16') to the peak of the roof if the primary residential dwelling is less than twenty feet (20') in height. If the primary residential dwelling is greater than twenty feet (20') in height, an accessory structure is allowed at a height of twenty feet (20') to the peak of the roof.

...

L. Determination: The ~~community development director~~ Community & Economic Development Director shall determine what constitutes an accessory use, building, or a structure as those terms are used in this title, and a person aggrieved by that determination may appeal to the appeal authority as provided by law.

...

Chapter 17.104

SINGLE-FAMILY LOW DENSITY RESIDENTIAL DISTRICT R-1-10

17.104.090: USE RESTRICTION FOR YARD AREA

...

C. Location Criteria: Accessory buildings or structures may be located in a corner lot side yard subject to these criteria:

1. An accessory building may be located in that portion of a corner lot side yard which could be enclosed by a six-foot (6') fence (referred herein as "6-foot fence line") as defined in chapter 17.64 of this title;

~~2. An accessory building located in a corner lot side yard may not exceed one hundred sixty eight (168) square feet in area;~~

~~3.~~ 2. An accessory building may not be located closer than one-foot (1') to the six-foot (6') fence line;

4. 3. The maximum height for the accessory building is determined according to the distance between the six-foot (6') fence line and the nearest point of the accessory

building. The maximum height for an accessory building located at the closest allowable point (1 foot) from the six foot (6') fence line is eight feet (8'); the accessory building may be one foot (1') greater in height for each additional two feet (2') it is located nearer the dwelling, up to a maximum height of twelve feet (12'). Height is measured from ground to the peak, if any, of the roof of the accessory building;

~~5.~~ 4. Garage buildings or any building or structure designed or intended to be used for motor vehicle parking or storage may not be located in a corner lot side yard area;

~~6.~~ 5. An accessory building located in a corner lot side yard may not be located less than six feet (6') from the dwelling or less than ten feet (10') from a dwelling on an adjacent lot;

~~7.~~ 6. Accessory buildings and structures may not cover more than twenty five percent (25%) of a corner lot side yard. This restriction may not be construed to modify the general coverage restriction described in section 17.100104.13~~30~~ of this chapter.

...

F. Side Yard Accessory Buildings: Such buildings and structures located in a side yard must comply with this chapter's setback requirements for dwellings and have adequate facilities for the discharge of all roof or other drainage onto the subject property and meet all city fire and building codes. ~~Building and structure height shall not exceed the lesser of twenty feet (20') or the height of the residential dwelling on property.~~ Accessory buildings and structures shall be compatible with the exterior color and materials of the dwelling or shall utilize earthen tones.

G. Height: ~~An accessory building may consist only of one story, and may not exceed the lesser of twenty feet (20'), or the height of the residential dwelling on the property.~~ An accessory structure may consist of a one-story building, and may not exceed sixteen feet (16') to the peak of the roof if the primary residential dwelling is less than twenty feet (20') in height. If the primary residential dwelling is greater than twenty feet (20') in height, an accessory structure is allowed at a height of twenty feet (20') to the peak of the roof.

...

L. Determination: The ~~community development director~~ Community & Economic Development Director shall determine what constitutes an accessory use, building, or a structure as those terms are used in this title, and a person aggrieved by that determination may appeal to the appeal authority as provided by law.

...

Chapter 17.108

SINGLE-FAMILY LOW DENSITY RESIDENTIAL DISTRICT R-1-12

17.108.090: USE RESTRICTION FOR YARD AREA

...

C. Location Criteria: Accessory buildings or structures may be located in a corner lot side yard subject to these criteria:

1. An accessory building may be located in that portion of a corner lot side yard which could be enclosed by a six-foot (6') fence (referred herein as "6-foot fence line") as defined in chapter 17.64 of this title;

~~2. An accessory building located in a corner lot side yard may not exceed one hundred sixty eight (168) square feet in area;~~

~~3.~~ 2. An accessory building may not be located closer than one-foot (1') to the six-foot (6') fence line;

~~4.~~ 3. The maximum height for the accessory building is determined according to the distance between the six-foot (6') fence line and the nearest point of the accessory building. The maximum height for an accessory building located at the closest allowable point (1 foot) from the six foot (6') fence line is eight feet (8'); the accessory building may be one foot (1') greater in height for each additional two feet (2') it is located nearer the dwelling, up to a maximum height of twelve feet (12'). Height is measured from ground to the peak, if any, of the roof of the accessory building;

~~5.~~ 4. Garage buildings or any building or structure designed or intended to be used for motor vehicle parking or storage may not be located in a corner lot side yard area;

~~6.~~ 5. An accessory building located in a corner lot side yard may not be located less than six feet (6') from the dwelling or less than ten feet (10') from a dwelling on an adjacent lot;

~~7.~~ 6. Accessory buildings and structures may not cover more than twenty five percent (25%) of a corner lot side yard. This restriction may not be construed to modify the general coverage restriction described in section 17.400~~108.1330~~ of this chapter.

...

F. Side Yard Accessory Buildings: Such buildings and structures located in a side yard must comply with this chapter's setback requirements for dwellings and have adequate facilities for the discharge of all roof or other drainage onto the subject property and meet all city fire and building codes. ~~Building and structure height shall not exceed the lesser of twenty feet (20') or the height of the residential dwelling on property.~~ Accessory buildings and structures shall be compatible with the exterior color and materials of the dwelling or shall utilize earthen tones.

G. Height: ~~An accessory building may consist only of one story, and may not exceed the lesser of twenty feet (20'), or the height of the residential dwelling on the property.~~ An accessory structure may consist of a one-story building, and may not exceed sixteen feet (16') to the peak of the roof if the primary residential dwelling is less than twenty feet (20') in height. If the

primary residential dwelling is greater than twenty feet (20') in height, an accessory structure is allowed at a height of twenty feet (20') to the peak of the roof.

...

L. Determination: The ~~community development director~~ Community & Economic Development Director shall determine what constitutes an accessory use, building, or a structure as those terms are used in this title, and a person aggrieved by that determination may appeal to the appeal authority as provided by law.

...

Chapter 17.112

MEDIUM DENSITY RESIDENTIAL DISTRICT R-2-10

17.112.090: USE RESTRICTION FOR YARD AREA

...

C. Location Criteria: Accessory buildings or structures may be located in a corner lot side yard subject to these criteria:

1. An accessory building may be located in that portion of a corner lot side yard which could be enclosed by a six-foot (6') fence (referred herein as "6-foot fence line") as defined in chapter 17.64 of this title;

~~2. An accessory building located in a corner lot side yard may not exceed one hundred sixty eight (168) square feet in area;~~

~~3.~~ 2. An accessory building may not be located closer than one-foot (1') to the six-foot (6') fence line;

~~4.~~ 3. The maximum height for the accessory building is determined according to the distance between the six-foot (6') fence line and the nearest point of the accessory building. The maximum height for an accessory building located at the closest allowable point (1 foot) from the six foot (6') fence line is eight feet (8'); the accessory building may be one foot (1') greater in height for each additional two feet (2') it is located nearer the dwelling, up to a maximum height of twelve feet (12'). Height is measured from ground to the peak, if any, of the roof of the accessory building;

~~5.~~ 4. Garage buildings or any building or structure designed or intended to be used for motor vehicle parking or storage may not be located in a corner lot side yard area;

~~6.~~ 5. An accessory building located in a corner lot side yard may not be located less than six feet (6') from the dwelling or less than ten feet (10') from a dwelling on an adjacent lot;

~~7.6.~~ Accessory buildings and structures may not cover more than twenty five percent (25%) of a corner lot side yard. This restriction may not be construed to modify the general coverage restriction described in section 17.100112.1320 of this chapter.

D. Side Yard Accessory Buildings: When a side yard is used for access to a detached garage or carport to be used by one dwelling, that side yard shall be wide enough to provide an unobstructed twelve foot (12') paved driveway. Such buildings and structures located in a side yard must comply with this chapter's setback requirements for dwellings and have adequate facilities for the discharge of all roof or other drainage onto the subject property and meet all city fire and building codes. ~~Building and structure height shall not exceed the lesser of twenty feet (20') or the height of the residential dwelling on property.~~

...

F. Height: ~~An accessory building may consist only of one story, and may not exceed the lesser of twenty feet (20'), or the height of the residential dwelling on the property.~~ An accessory structure may consist of a one-story building, and may not exceed sixteen feet (16') to the peak of the roof if the primary residential dwelling is less than twenty feet (20') in height. If the primary residential dwelling is greater than twenty feet (20') in height, an accessory structure is allowed at a height of twenty feet (20') to the peak of the roof.

...

K. Determination: ~~The community development director~~ Community & Economic Development Director shall determine what constitutes an accessory use, building, or a structure as those terms are used in this title, and a person aggrieved by that determination may appeal to the appeal authority as provided by law.

...

Chapter 17.116

MULTIPLE-FAMILY LOW DENSITY RESIDENTIAL DISTRICT R-M-10

17.116.060: YARD REQUIREMENTS

...

F. Rear Yard; Accessory Buildings: Accessory buildings located at least six feet (6') to the rear of the main building may have a minimum rear yard of one foot (1'), provided no accessory building shall be located closer than ten feet (10') to a dwelling on an adjacent lot and provided that the building may not encroach upon a public utility easement. Said accessory buildings must have adequate facilities for the discharge of all roof drainage onto the subject property and must meet all city fire and building codes. ~~Building height shall not exceed one story or twenty feet (20') and shall not be higher than the height of the main dwelling.~~

...

H. Side Yard; Accessory Buildings: Accessory Buildings: Accessory buildings and structures are permitted to occupy side yards. Such buildings and structures must comply with this chapter's setback requirements for dwellings and have adequate facilities for the discharge of all roof or other drainage onto the subject property and meet all city fire and building codes. ~~Building and structure height shall not exceed one story or twenty feet (20') and shall not be higher than the height of the principal building or structure.~~ Accessory buildings and structures shall be compatible with the exterior color and materials of the dwelling or shall utilize earthen tones.

I. Height: An accessory structure may consist of a one-story building, and may not exceed sixteen feet (16') to the peak of the roof if the primary residential dwelling is less than twenty feet (20') in height. If the primary residential dwelling is greater than twenty feet (20') in height, an accessory structure is allowed at a height of twenty feet (20') to the peak of the roof.

J. Determination: The Community & Economic Development Director shall determine what constitutes an accessory use, building, or a structure as those terms are used in this title, and a person aggrieved by that determination may appeal to the appeal authority as provided by law.

Chapter 17.120

MULTIPLE-FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT R-M-15

17.120.060: YARD REQUIREMENTS

...

F. Rear Yard; Accessory Buildings: Accessory buildings located at least six feet (6') to the rear of the main building may have a minimum rear yard of one foot (1'), provided no accessory building shall be located closer than ten feet (10') to a dwelling on an adjacent lot and provided that the building may not encroach upon a public utility easement. Said accessory buildings must have adequate facilities for the discharge of all roof drainage onto the subject property and must meet all city fire and building codes. ~~Building height shall not exceed one story or twenty feet (20') and shall not be higher than the height of the main dwelling.~~

...

H. Side Yard; Accessory Buildings: Accessory Buildings: Accessory buildings and structures are permitted to occupy side yards. Such buildings and structures must comply with this chapter's setback requirements for dwellings and have adequate facilities for the discharge of all roof or other drainage onto the subject property and meet all city fire and building codes. ~~Building and structure height shall not exceed one story or twenty feet (20') and shall not be higher than the height of the principal building or structure.~~ Accessory buildings and structures shall be compatible with the exterior color and materials of the dwelling or shall utilize earthen tones.

I. Height: An accessory structure may consist of a one-story building, and may not exceed sixteen feet (16') to the peak of the roof if the primary residential dwelling is less than twenty feet (20') in height. If the primary residential dwelling is greater than twenty feet (20') in height, an accessory structure is allowed at a height of twenty feet (20') to the peak of the roof.

J. Determination: The Community & Economic Development Director shall determine what constitutes an accessory use, building, or a structure as those terms are used in this title, and a person aggrieved by that determination may appeal to the appeal authority as provided by law.

Chapter 17.124

MULTIPLE-FAMILY HIGH DENSITY RESIDENTIAL DISTRICT R-M-20

17.124.060: YARD REQUIREMENTS

...

F. Rear Yard; Accessory Buildings: Accessory buildings located at least six feet (6') to the rear of the main building may have a minimum rear yard of one foot (1'), provided no accessory building shall be located closer than ten feet (10') to a dwelling on an adjacent lot and provided that the building may not encroach upon a public utility easement. Said accessory buildings must have adequate facilities for the discharge of all roof drainage onto the subject property and must meet all city fire and building codes. ~~Building height shall not exceed one story or twenty feet (20') and shall not be higher than the height of the main dwelling.~~

...

H. Side Yard; Accessory Buildings: Accessory Buildings: Accessory buildings and structures are permitted to occupy side yards. Such buildings and structures must comply with this chapter's setback requirements for dwellings and have adequate facilities for the discharge of all roof or other drainage onto the subject property and meet all city fire and building codes. ~~Building and structure height shall not exceed one story or twenty feet (20') and shall not be higher than the height of the principal building or structure.~~ Accessory buildings and structures shall be compatible with the exterior color and materials of the dwelling or shall utilize earthen tones.

I. Height: An accessory structure may consist of a one-story building, and may not exceed sixteen feet (16') to the peak of the roof if the primary residential dwelling is less than twenty feet (20') in height. If the primary residential dwelling is greater than twenty feet (20') in height, an accessory structure is allowed at a height of twenty feet (20') to the peak of the roof.

J. Determination: The Community & Economic Development Director shall determine what constitutes an accessory use, building, or a structure as those terms are used in this title, and a person aggrieved by that determination may appeal to the appeal authority as provided by law.

Chapter 17.128

MULTIPLE-FAMILY HIGH DENSITY RESIDENTIAL DISTRICT R-M-25

17.128.060: YARD REQUIREMENTS

...

F. Rear Yard; Accessory Buildings: Accessory buildings located at least six feet (6') to the rear of the main building may have a minimum rear yard of one foot (1'), provided no accessory building shall be located closer than ten feet (10') to a dwelling on an adjacent lot and provided that the building may not encroach upon a public utility easement. Said accessory buildings must have adequate facilities for the discharge of all roof drainage onto the subject property and must meet all city fire and building codes. ~~Building height shall not exceed one story or twenty feet (20') and shall not be higher than the height of the main dwelling.~~

...

H. Side Yard; Accessory Buildings: Accessory buildings and structures are permitted to occupy side yards. Such buildings and structures must comply with this chapter's setback requirements for dwellings and have adequate facilities for the discharge of all roof or other drainage onto the subject property and meet all city fire and building codes. ~~Building and structure height shall not exceed one story or twenty feet (20') and shall not be higher than the height of the principal building or structure.~~ Accessory buildings and structures shall be compatible with the exterior color and materials of the dwelling or shall utilize earthen tones.

I. Height: An accessory structure may consist of a one-story building, and may not exceed sixteen feet (16') to the peak of the roof if the primary residential dwelling is less than twenty feet (20') in height. If the primary residential dwelling is greater than twenty feet (20') in height, an accessory structure is allowed at a height of twenty feet (20') to the peak of the roof.

J. Determination: The Community & Economic Development Director shall determine what constitutes an accessory use, building, or a structure as those terms are used in this title, and a person aggrieved by that determination may appeal to the appeal authority as provided by law.

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 _____, 2019

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST:

Jennifer Kennedy, City Recorder

Transmitted to the Office of the Mayor of Murray City on this ____ day of _____, 2019.

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2019.

D. Blair Camp, Mayor

ATTEST:

Jennifer Kennedy, City Recorder

CERTIFICATE OF PUBLICATION

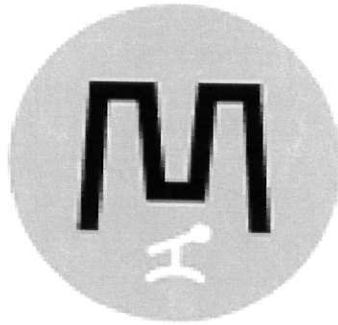
I hereby certify that this Ordinance or a summary hereof was published according to law on the ____ day of _____, 2019.

Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

See back-up documentation in
COW Discussion #3



MURRAY
CITY COUNCIL

New Business Item #1



MURRAY


Mayor's Office

Cost Sharing Agreement with Salt Lake County for Swimming Pool

Council Action Request

Council Meeting

Meeting Date: November 12, 2019

Department Director Mayor Blair Camp	Purpose of Proposal Consider approval of a cost sharing Interlocal Agreement with Salt Lake County for the swimming pool at the Park Center
Phone # 801-264-2600	Action Requested Consider Approval of Interlocal Agreement
Presenters Doug Hill, Chief Administrative Officer	Attachments Letter; Resolution; Draft Interlocal Agreement; 1970, 1991, and 2004 Interlocal Agreements
	Budget Impact The City's General Fund has received \$40,000 annually since 2004. This will reduce to \$30,000, \$20,000, and \$10,000 over the next three years.
Required Time for Presentation 10 Minutes	Description of this Item The City entered into a cost sharing Agreement with Salt Lake County in 1970 for city-owned swimming pools. The current Interlocal Agreement with Salt Lake County terminated on July 31, 2019. Mayor Camp asked Mayor Wilson to extend the Agreement. The County agreed to only extend the Agreement three years with a reduction in funding of \$10,000 each year.
Is This Time Sensitive Yes	
Mayor's Approval 	
Date October 1, 2019	

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 1 TO THE 2004 INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY ("CITY") AND SALT LAKE COUNTY ("COUNTY") REGARDING THE SHARING OF COSTS FOR LIFEGUARDS AT THE MURRAY HIGH SCHOOL SWIMMING POOL.

WHEREAS, Title 11, Chapter 13, of the Utah Code, provides that two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, the City, Salt Lake County and the Murray School District are "public agencies" as contemplated in section 11-13-101 of the Utah Code, *et seq.* – Interlocal Cooperation Agreement Act (jointly referenced herein as the "Parties"); and

WHEREAS, the Parties entered into an agreement on September 30th, 1970, relative to the care, control, and financing of the swimming pool at Murray High School (the Facility"); and

WHEREAS, in 1991, the Parties replaced the 1970 agreement as it pertained to practices, procedures, lifeguards, and payment by the County for the use of the Facility; and

WHEREAS, in 2004, the Parties replaced the 1991 Agreement regarding the sharing of costs of lifeguards at the Murray High School Swimming Pool, and noted that when the Murray High School was rebuilt, it was decided that the Murray High School Swimming Pool would be constructed in the City's Park Center (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to extend the termination date, to terminate the Agreement effective December 31, 2022, and to establish new payments for the County for the years 2020, 2021, and 2022 as outlined in Amendment 1 to the Interlocal Agreement which is attached as Exhibit "A" ("Amendment 1").

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

1. It hereby approves Amendment 1, in substantially the form attached hereto.
2. Amendment 1 is in the best interest of the City.
3. Mayor D. Blair Camp is hereby authorized to execute Amendment 1 on behalf of the City and to act in accordance with its terms.

DATED this _____ day of _____, 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST

Jennifer Kennedy, City Recorder

EXHIBIT "A"

Amendment 1 to the interlocal cooperation agreement between Salt Lake County and Murray City Corporation regarding the Murray High School swimming pool at the Murray City Park Center

THIS FIRST AMENDMENT, effective 1 January, 2020 amending Salt Lake County Agreement SG04009C (the "Agreement") between Salt Lake County, hereinafter referred to as the "County," and Murray City Corporation, hereinafter referred to as the "City." The County and the City may be referred to jointly as the "Parties."

RECITALS:

- A. The Parties are "public agencies" authorized by the Utah Interlocal Cooperation Act, Section 11-13-101, et seq., Utah Code Annotated, to enter into agreements with each other for joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage.
- B. The Parties entered into an agreement on September 30th, 1970, relative to the care, control, and financing of the swimming pool at Murray High School (the Facility");
- C. In 1991, the Parties replaced the 1970 agreement as it pertained to practices, procedures, lifeguards, and payment by the County for the use of the Facility.
- D. In 2004, the Parties replaced the 1991 agreement regarding the sharing of costs of lifeguards at the Murray High School Swimming Pool, and noted that when the Murray High School was rebuilt, it was decided that the Murray High School Swimming Pool would be constructed in the City's Park Center (the "Agreement").
- E. The Parties now desire to terminate the Agreement, effective December 31, 2022, and to establish new payments for the County for 2020, 2021, and 2022.

AMENDMENT

THEREFORE, the parties agree to the following:

- I. **Effective for calendar years 2020, 2021, and 2022 only, Paragraph 1 of the Agreement is hereby modified to read as follows:**

- 4. The County shall pay the City as follows:

2020: Salt Lake County pays \$30,000

2021: Salt Lake County pays \$20,000

2022: Salt Lake County pays \$10,000 (last year of agreement)

These payments are for the purpose of providing lifeguards at the Murray High School Swimming pool during non-school hours. Payment shall be made on or before April 1st of each calendar year.

- II. Paragraph 6 of the Agreement is hereby amended to read as follows:**
6. The term of this agreement shall be for eighteen (18) years commencing September 1, 2004 and terminating December 31st, 2022.
- III. All Parts, Paragraphs, Sections, Attachments, and other provisions of the Agreement and the underlying Agreement not specifically modified by this Amendment No. 1 shall be the same and remain in full force and effect.**

IN WITNESS WHEREOF, the parties have executed this First Amendment effective the day and year set forth above.

Salt Lake County

Murray City Corporation

By: _____
Mayor Jennifer Wilson or Designee

By: _____
Mayor D. Blair Camp

Date: _____

Date: _____

Division Approval

By: _____

Approved as to form:

Approved as to form:

Attorney for Murray City Corporation

MURRAY HIGH SCHOOL SWIMMING POOL OPERATION AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of Sept., 1970, by and between the BOARD OF EDUCATION OF MURRAY CITY SCHOOL DISTRICT, hereinafter called the School Board, the BOARD OF COMMISSIONERS OF MURRAY CITY, hereinafter called the City, and the BOARD OF COMMISSIONERS OF SALT LAKE COUNTY, UTAH, hereinafter called the County.

IT IS AGREED among the parties as follows:

1. Having jointly financed the capital costs of a swimming pool and auxiliary area unit (swimming pool, pool dressing room facilities, and two exercise rooms), hereinafter called the Swimming Pool Unit, constructed at Murray High School, the following general operating procedures and policies will apply.

2. The City, County and School Board shall:

Insure that in general the Swimming Pool Unit shall be independent of the school building in utilities and heating. It shall be a year-round pool for the benefit of the students and citizens in the area, and shall be the property of the School Board subject to the terms of this Agreement relating to operation and maintenance.

3. Control of Swimming Pool Unit.

(a) There is hereby created a Swimming Pool Policy Committee which shall consist of nine members: Two members shall be appointed by the School Board; two members shall be appointed by the City Commission; one member shall be appointed by the Salt Lake County Commission. The other four members shall be selected by the five previously appointed members and shall serve for terms of two years, except that the initial term of the eighth and ninth members shall be for only one year. Where feasible the four members will be selected from the Community School Advisory Committee.

(b) The members appointed by the City, County and School Board shall serve at the pleasure of the appointing agency; the other four members shall serve until expiration of term or resignation. Vacancies shall be filled by the appointing agency or group that appointed the departing member.

4. Statement of Operation.

The Swimming Pool Unit shall be operated, repaired and maintained by the School Board in accordance with policies established by the Swimming Pool Policy Committee, and shall include the following responsibilities:

(a) The School Board with the approval of the City Commission shall designate a pool manager to serve at their pleasure. During school hours the Swimming Pool Unit shall be under the direction of the School Principal. During non-school hours the Swimming Pool Unit shall be supervised by the Pool Manager under the direction of the Policy Committee. Assistants may be appointed by the School Board with the approval of the City Commission as needed to maintain proper control and supervision of the facilities. The Swimming Pool Unit shall be operated and maintained in compliance with rules of the State and local Boards of Health and with statutes and ordinances of the State of Utah and Murray City.

(b) The Policy Committee shall work out arrangements and procedures regarding scheduling, staffing and supervision, maintenance, admission charges and rentals, insurance, and the detailed financial operation and accounting for the Swimming Pool Unit. All such agreements and procedures shall be subject to ratification by the School Board and City Commission.

(c) A separate bank account and financial record shall be established under the supervision of the School Board for the purpose of receiving, disbursing and accounting for all funds relating to the Swimming Pool Unit operation. Said financial records shall be available to parties to this Agreement.

All admission fees and other revenues from the Swimming Pool Unit operation shall be applied against the operating expenses of the Unit. Any profit from the Swimming Pool Unit operation may be used by the Policy Committee in the operation of the facility.

(d) The School Board and the City shall pay as consideration for their continued use of the Swimming Pool Unit their proportionate share, based upon the hours of use of the facilities by each party of all expenses incurred by the Swimming Pool Unit for such expenses as maintenance, operation, supervision and insurance. The County shall be liable only for the cost of lifeguard personnel as needed during non-school hours. The City shall be liable for pro-rated costs of operation of community use, and the School Board for hours of school use.

(e) In order to commence financing of the operation, there shall be established a swimming pool operation revolving fund. The School Board and City Commission shall jointly agree as to the amount that each will deposit in the fund. These monies may be pro-rated against costs for each party, according to the jointly agreed upon formula at the end of the fiscal year.

(f) Generally, the Swimming Pool Unit shall be reserved for school activities during the school days from 8:00 a.m. to 5:00 p.m., and for community use from 6:00 p.m. to 10:00 p.m., and on non-school days from 8:00 a.m. to 10:00 p.m. The schedule may be varied to meet the needs of the regularly scheduled high school athletic program and other special needs of the school district, City or County. Changes in the schedule will be cleared ten days in advance except in cases of extreme emergency.

Each party will endeavor as far as reasonably possible to accommodate the needs and programs of the other and to program its events in such a manner that long range scheduling of the use of the Swimming Pool Unit facilities is possible.

(g) The policy Committee will formulate and

prepare rules and regulations governing the conduct and use of the Swimming Pool Unit by patrons during the period of non-school hours by the community. Standards established by the School Board for the use of school buildings shall apply, and all such rules and regulations shall be subject to ratification by the School Board and City Commission. The School Board will formulate and prepare general rules and regulations governing the conduct and use of the Swimming Pool Unit by students during school hours and school use.

5. The provisions of the Agreement shall be reviewed at the end of the first year of operation and periodically thereafter upon the request of any one of the parties to this Agreement.

6. This Agreement shall expire fifty (50) years from date hereof, and unless renewed by the parties, the School Board may thereafter operate the Swimming Pool Unit without reference to this Agreement.

IN WITNESS WHEREOF, the School Board by authority of a resolution of its duly authorized Board, the City by authority of a resolution of its duly authorized Board of Commissioners, and the County by authority of a resolution of its duly authorized Board of Commissioners, have caused these presents to be executed the day and year first hereinabove mentioned.

BOARD OF EDUCATION OF MURRAY
CITY SCHOOL DISTRICT

By:



ATTEST:

BOARD OF COMMISSIONERS OF
MURRAY CITY, UTAH

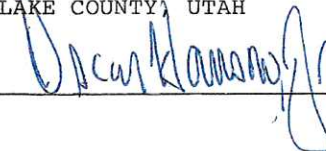
By:



ATTEST:

BOARD OF COMMISSIONERS OF SALT
LAKE COUNTY, UTAH

By:



"APPROVED AS TO FORM

Salt Lake County Attorney's Office

Date

10-30-70

By

Thomas B. Larson

Deputy County Attorney"



A# 941

Salt Lake County Board of Commissioners

RECEIVED
AUG 29 1991
MAYOR'S OFFICE

E. James Bradley, Chairman
Randy Horiuchi
D. Michael Stewart

August 20, 1991

Mayor Lynn Pett
Murray City Hall
P. O. Box 7520
Murray, UT 84107

Dear Mayor Pett:

For the last several weeks we have been negotiating with your city regarding the terms and conditions of providing lifeguard services at the Murray Pool. In the past this has been a mutually beneficial relationship.

One point of contention in the negotiations has been the inclusion in the proposed contract of a non-funding clause. This is a standard contract item which we include in all of our agreements.

Even though the non-funding clause will be included in the contract, we want to assure you that as the Board of County Commissioners we do not intend to invoke the non-funding clause and discontinue services. We will also strongly urge future commissioners to take this position. The provision of recreation services in cooperation with your city is a top priority, one which we intend to continue in spite of possible reductions in other programs.

We hope this provides you with the assurances you need in entering into this agreement. We look forward to other cooperative service arrangements.

Sincerely,

Commissioner E. James Bradley

Commissioner Randy Horiuchi

Commissioner D. Michael Stewart

BCC/KDS/cm

cc: Parks & Recreation
County Attorney

A#9141
9/27/91MURRAY HIGH SCHOOL
SWIMMING POOL AGREEMENT

THIS AGREEMENT, entered into this 18th day of Sept., 1991, by and between SALT LAKE COUNTY, a body politic of the State of Utah, for its Division of Parks and Recreation, hereinafter referred to as "COUNTY"; MURRAY SCHOOL DISTRICT, a body politic of the State of Utah, hereinafter referred to as "DISTRICT"; and MURRAY CITY CORPORATION, a body politic of the State of Utah, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, the parties entered into an agreement on September 30, 1970, relative to the care, control, and financing of the swimming pool at Murray High School; and

WHEREAS, during the past twenty (20) years, changes in practices and procedures have occurred at the pool; and

WHEREAS, the parties desire and do hereby incorporate current practices and policies through the execution of this agreement.

NOW, THEREFORE, the parties agree as follows:

1. The COUNTY shall assume no responsibility for the maintenance, management, control, and operation of the Murray High School swimming pool. The DISTRICT and/or the CITY shall be responsible for formulating rules and regulations governing the

conduct of staff and use of the swimming pool by patrons.

2. Generally, the pool will be available for public use during non-school hours, which during the school year is Monday through Friday, 6:00 a.m. to 7:00 a.m.; 2:30 p.m. to 10:00 p.m.; Saturday, 8:00 a.m. to 6:00 p.m. During the summer, the hours are Monday through Friday, 6:00 a.m. to 10:00 p.m.; Saturday, 8:00 a.m. to 6:00 p.m. The schedule may be varied to meet the needs of the regularly scheduled high school athletic program and other special needs of the school district, city or county.

3. The DISTRICT and/or the CITY will assume full responsibility for hiring, training, scheduling, and supervising lifeguards and swimming pool staff. The COUNTY shall not be required to provide lifeguards during school hours.

4. COUNTY shall pay the DISTRICT THIRTY-ONE THOUSAND DOLLARS (\$31,000) per year for the term of this agreement, except as stated below for the purpose of providing lifeguards at the Murray High School swimming pool during non-school hours. The above amount does not include costs for providing swimming instruction. To ascertain actual costs, the COUNTY may request a report from DISTRICT detailing salaries, hourly rates, hours worked, etc., of lifeguards during non-school periods. Payment shall be made within thirty (30) days after this agreement has been signed by all parties, for the first year period, commencing January 1, 1991 to December 31, 1991, and shall be made on or before April 1 in subsequent years. The \$31,000 for 1991 shall be reduced by those amounts that COUNTY has already paid or become obligated to pay for

lifeguard services rendered prior to the execution of this agreement. The \$31,000 payment for lifeguard services shall be increased cumulatively at the first of each calendar year to reflect any general cost of living increase granted to COUNTY temporary seasonal workers during the preceding year.

5. Should, for any reason, the Murray High School swimming pool close for general use in excess of thirty consecutive regularly scheduled days during any calendar year, COUNTY's yearly payment shall be reduced on a pro-rata basis to the extent of the number of days the pool is closed.

6. Any fees collected for use of the pool by community patrons may be retained by the DISTRICT.

7. The COUNTY shall not be liable for damages or claims arising out of the operation, maintenance, and supervision of the pool. The parties hereto agree that agents, employees or representatives of each party shall not be deemed to be the agents, employees, or representatives of the other.

8. The term of this agreement shall be for thirty (30) years, commencing January 1, 1991, and terminating December 31, 2020.

9. It is understood and agreed by the parties hereto that funds are not presently available for the performance of this agreement by the parties beyond the close of each parties' current fiscal year. Each parties' obligation for performance of this agreement beyond the end of their fiscal year is contingent upon funds being appropriated for payments due under this agreement. In

the event that no funds or insufficient funds are appropriated and budgeted in any fiscal year by any party for payments due under this agreement, for the current or any succeeding fiscal year, this agreement shall create no obligation on that party as to such current or succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, or, in the event of a reduction in appropriations, on the last day before the reduction becomes effective, except as to those portions of payments herein then agreed upon for which funds shall have been budgeted and appropriated. Said termination for lack of funds shall not be construed as a breach of this agreement or an event of default under this agreement, and said termination shall be without penalty, additional payments, or other expense to the parties of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of any party as to this agreement, or any portion thereof, which may so terminate and become null and void.

10. The parties to this agreement, all being political subdivisions of the state of Utah, recognize that they cannot obligate future year revenues without violating the letter and spirit of Article XIV, Section 3, of the Constitution of Utah, which prohibits the creation of debt by cities, counties, and school districts unless such debt has been approved by the qualified voters therein. Accordingly, the non-funding clause contained in the paragraph preceding this one is included in this

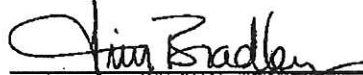
agreement in order to meet the letter and spirit of the above-referenced constitutional provisions. Each party hereto, however, represents to the other that it has no present intention of not seeking that appropriate funds be budgeted and appropriated to meet its obligations under this agreement. Each party further represents that it shall, during the term of this agreement, include in its budget request submitted to its appropriate governing body an amount sufficient to meet its obligations under this agreement.

11. This agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agreements for either party that are not contained in this written contract shall be binding or valid; and this agreement may not be enlarged, modified or altered except in writing, signed by the parties.


IN WITNESS WHEREOF, the parties have subscribed their names and seals on the day and year first above written.

SALT LAKE COUNTY

By:


E. JAMES BRADLEY, Chairman
Board of County Commissioners

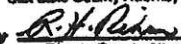
ATTEST:


SHERRIE SWENSEN,
Salt Lake County Clerk

Jp;WP-Murray

APPROVED 310212.00

Salt Lake County Attorney's Office

By 
R. K. PAINE
Deputy County Attorney

Date: 22 Aug 91

02

MURRAY CITY CORPORATION

By: *Lynn F. Pett*
LYNN F. PETT, Mayor

ATTEST:



MURRAY SCHOOL DISTRICT BOARD OF
EDUCATION

By: *Laura L. Baker*
Title: President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

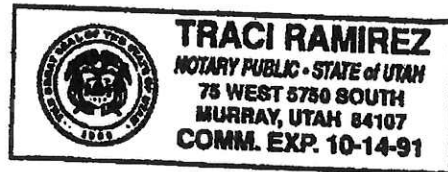
On the 9th day of September, 1991, personally
appeared before me Lauren Baber, the signer of the
above instrument, who duly acknowledged to me that s/he executed
the same.

Traci L. Ramirez
NOTARY PUBLIC, residing in
Salt Lake County, State of Utah

(SEAL)

My Commission Expires

Oct. 14, 1991





**SALT LAKE COUNTY
PARKS AND RECREATION DIVISION**

2001 S State St #S4700
Salt Lake City, Utah 84190-2600
Telephone (801) 468-2299

GLEN LU
Director

D. MICHAEL STEWART
Commissioner

CHRIS SEGURA
Director, Human Services

September 24, 1991

Murray Adult & Community Education
5440 So State Street
Murray Ut 84107

Attn: Ms. Toni Geddes,
Coordinator

RE: MURRAY HIGH SWIMMING POOL AGREEMENT

Dear Ms. Geddes:

Attached please find your copy of County Contract #ML2192C. This is the completed contract for the Murray High Swimming Pool.

If you have any questions, please contact me.

Sincerely,

Mike Peterson,
Associate Director
SALT LAKE COUNTY PARKS & RECREATION

MP/ms



RECREATION
2001 S State St #S4900
468-2560
Mike Peterson
Associate Division Director

PARK OPERATIONS
3383 South 300 East
483-5473
Bruce Henderson
Director

PLANNING AND DEVELOPMENT
2001 S State St #S4700
468-2299
Emery Crook
Director

Please return original to City Recorder
P.O. Box 57520
Murray, UT 84157-0520
801-264-2660

INTERLOCAL AGREEMENT
BETWEEN

SALT LAKE
COUNTY CONTRACT NO. SE04009C

SALT LAKE COUNTY AND MURRAY CITY CORPORATION
REGARDING THE SHARING OF COSTS FOR LIFEGUARDS
AT THE MURRAY HIGH SCHOOL SWIMMING POOL

THIS AGREEMENT is made and entered into this 12 day of October,
2004 by and between SALT LAKE COUNTY ("County"), a body corporate and politic of
the State of Utah and MURRAY CITY CORPORATION ("City"), a municipal
corporation of the State of Utah.

WITNESSETH:

WHEREAS, the County has, for the past thirteen years, shared in the costs of
providing lifeguards at the Murray High School Swimming Pool; and

WHEREAS, the Murray High School Swimming Pool has, in the past thirteen
years, been made available for use by the public for recreational programs in the County;
and

WHEREAS, when the Murray High School was rebuilt, it was decided that the
Murray High School Swimming Pool be constructed in the City's Park Center; and

WHEREAS, Murray High School paid approximately \$2 million towards the use
and construction of the Murray High School Swimming Pool in the City's Park Center;
and

WHEREAS, the Murray High School Swimming Pool in the City's Park Center is
available for public use subject to scheduled use by the Murray High School; and

WHEREAS, the County wants to continue to share costs for lifeguards at the
Murray High School Swimming Pool.

THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the City and the County agree as follows:

1. The County shall pay to the City Forty Thousand Dollars (\$40,000.00) each year during the term of this Agreement for the purpose of providing lifeguards at the Murray High School Swimming Pool located at the City's Park Center. Payment shall be made within thirty days after execution of this Agreement for the first year period commencing September 1, 2004 and ending July 31, 2005 and shall be made on or before September 1 in subsequent years. Payment shall be subject to annual appropriation of funds by the County Council.

2. If, for any reason, the Murray High School Swimming Pool is closed for general use in excess of thirty consecutive regularly scheduled days during any calendar year, the County's annual payment shall be reduced on a pro rata basis to the extent of the number of days the Murray High School Swimming Pool is closed.

3. Any fees collected for use of the Murray High School Swimming Pool by the City shall be retained by the City.

4. The County shall assume no responsibility for the maintenance, management, control and operation of the Murray High School Swimming Pool. The City will assume full responsibility for hiring, training, scheduling and supervising lifeguards at the Murray High School Swimming Pool.

5. The Murray High School Swimming Pool will be available to the public taking into consideration the needs of the Murray High School Athletic Programs.

6. The term of this Agreement shall be for fifteen years commencing September 1, 2004 and terminating July 31, 2019.

7. There is no separate legal entity created by this Agreement.
8. No real or personal property is acquired by this Agreement.
9. The County shall not be liable for damages or claims arising out of the operation, maintenance and supervision of the Murray High School swimming pool. The parties agree that the agents, employees or representatives of each party shall not be deemed to be the agents, employees, or representatives of the other.


10. Both parties are governmental entities under the Utah Governmental Immunity Act ("Act"), Utah Code Annotated Title 63 Chapter 30. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials or employees. Neither party waives any defenses otherwise available under the Act.

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

SALT LAKE COUNTY


MAYOR NANCY WORKMAN
Or Designee

Approved as to Form and Legality


BRENT H. CAMERON
DEPUTY DISTRICT ATTORNEY

Date: _____

STATE OF UTAH)

:SS

County of Salt Lake)

On this 12 day of October, 2004, personally appeared before me David Marshall, who being duly sworn, did say that he/she is the Chief Administrative Officer of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.



Karen R. Lowe
NOTARY PUBLIC
Residing in Salt Lake County

MURRAY CITY CORPORATION

[Signature]
MAYOR DANIEL C. SNARR

ATTEST:

[Signature]
MURRAY CITY CORPORATION SEAL

APPROVED AS TO CONTENT

[Signature]

Approved as to Form and Legality

[Signature]
MURRAY CITY ATTORNEY

Date: 9-22-04

Approved as to the Availability of Funds
Murray City Finance Division

[Signature]
Budget Officer

Contract SL-C4009C
Salt Lake County

SALT LAKE COUNTY RESOLUTION

RESOLUTION NO. 3644

September 28, 2004

**INTERLOCAL AGREEMENT WITH
MURRAY CITY FOR
MURRAY HIGH SCHOOL SWIMMING POOL LIFEGUARDS**

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, Salt Lake County and Murray City are local government units under the laws of the State of Utah; and

WHEREAS, they are authorized, by the Utah Interlocal Cooperation Act, § 11-13-101, et. seq., U.C.A., 1953 as amended, to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, an agreement has been prepared which provides for lifeguard services for the protection of the residents of Salt Lake County at the Murray High School Swimming Pool; and

WHEREAS, the Murray High School Swimming Pool will be available to the public; and

WHEREAS, the County Council has authorized payment of \$40,000 yearly for 15 years for the provision of lifeguard services at the Murray High School Swimming Pool.

NOW, THEREFORE, BE IT RESOLVED by the Salt Lake County Council that the aforementioned agreement be approved and the Mayor is hereby authorized to execute the same.

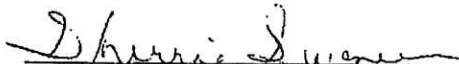
APPROVED and PASSED this 28th day of September, 2004.

SALT LAKE COUNTY COUNCIL

By: 

STEVE HARMSSEN, Chair

ATTEST:


Salt Lake County Clerk

APPROVED AS TO FORM:


Deputy District Attorney
kkg/resolu-murraypoollifeguards7-04-kjh

RESOLUTION HISTORY

Councilman Ashton voting	<u>Absent</u>
Councilman Bradley voting	<u>"Aye"</u>
Councilman Harmsen voting	<u>"Aye"</u>
Councilman Hatch voting	<u>"Aye"</u>
Councilman Hendrickson voting	<u>"Aye"</u>
Councilman Horiuchi voting	<u>"Aye"</u>
Councilman Jensen voting	<u>Absent</u>
Councilman Skousen voting	<u>Absent</u>
Councilman Wilde voting	<u>"Aye"</u>



MURRAY CITY CORPORATION
CITY ATTORNEYS' OFFICE

801-264-2640 fax 801-264-2641

September 28, 2004

RECEIVED

SEP 30 2004

**DISTRICT ATTORNEY
CIVIL DIVISION**

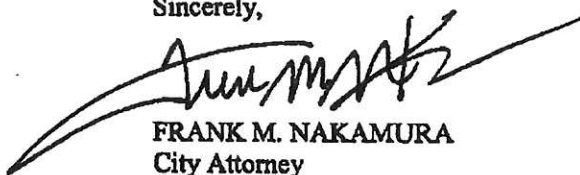
Salt Lake County District Attorney's Office
Attn: Brent Cameron
Community Services Unit Chief
Civil Division
2001 South State Street, S3600
Salt Lake City, Utah 84190-1210

**Re: Interlocal Agreement between Murray City and Salt Lake County
Regarding Life Guards at the Murray High School Swimming Pool**

Dear Brent:

Enclosed is an Interlocal Agreement (in duplicate) between Salt Lake County and the City regarding the sharing of cost for Life Guards at the Murray High School Swimming Pool. The Interlocal Agreement has been executed by the City and approved by the Murray City Municipal Council. Please secure the County's signatures and forward a fully executed original to this office. Thank you for your cooperation in this matter.

Sincerely,



FRANK M. NAKAMURA
City Attorney

FMN:ca

Enclosure



MURRAY CITY CORPORATION
OFFICE OF THE MAYOR

D. Blair Camp, Mayor
801-264-2600

March 12, 2019

Mayor Jenny Wilson
Salt Lake County
2001 South State Street, Suite N2-100
Salt Lake City, Utah, 84114

Dear Mayor Wilson,

Attached is an Interlocal Agreement between Salt Lake County and Murray City for the operation of the two swimming pools located in Murray Park. This Interlocal Agreement expires on July 31, 2019. I am requesting that the county and city enter into a new Agreement with similar terms, continuing this long-standing collaboration.

Salt Lake County has constructed and maintains several pools and recreation centers in cities other than Murray. Because the city has constructed and maintains its own pools, the County has not had to provide similar facilities in and around the Murray area. As a result, the city believes it has saved the county significant dollars over many years.

As illustrated in the Salt Lake County 2015 Parks and Recreation Facilities Master Plan, using the 3-mile service area radius, Murray pools serve residents in Holladay, Cottonwood Heights, Midvale, Taylorsville, South Salt Lake and Millcreek. Murray allows all residents of the county to use its pools and participate in swimming programs for the same rate as Murray residents. In fact, 31% of all participants in our swimming programs live outside of the city. Approximately 45,000 visitors frequent the outdoor pool and 40,000 visit the indoor pool each year with many of these visitors (unknown) living outside of Murray's boundaries.

Murray City appreciates the county's annual contribution and I hope you will continue this partnership for years to come. Please let me know your thoughts.

Thank you for your consideration and support.

Sincerely,

Mayor D. Blair Camp

Cc: Councilmember Richard Snelgrove
Councilmember Aimee Winder Newton
Holly Yocum, Community Services Department Director
Martin Jensen, Salt Lake County Parks and Recreation Director



MURRAY
CITY COUNCIL

New Business Item #2



MURRAY


Mayor's Office

Consider Interlocal Agreement for removal of State Street bridge

Council Action Request

Council Meeting

Meeting Date: November 12, 2019

Department Director Mayor Blair Camp Phone # 801-264-2600 Presenters Doug Hill, Chief Administrative Officer	Purpose of Proposal Consider Interlocal Agreement with UDOT and Murray School District to demolish the pedestrian bridge over State Street Action Requested Consider Approval of Interlocal Agreement Attachments Resolution, Interlocal Agreement, Structural Feasibility Report Budget Impact \$75,000. Funds are included in the FY2020 budget. Description of this Item The pedestrian bridge over State Street between Murray High School and Hillcrest Junior High School was constructed in 1972. A recent bridge inspection report performed by UDOT show portions of the structure with areas of significant deterioration. The estimated cost to replace the bridge is \$2.6 million. The estimated cost to rehabilitate the bridge and extend the life no more than 20 years is \$519,400. The estimated cost to demolish the bridge is \$150,000. UDOT, Murray School District, and Mayor Camp are recommending demolition. As a result, an Interlocal Agreement has been drafted with the consent of all parties. UDOT is willing to pay 50% of the removal costs up to \$75,000.
Required Time for Presentation 10 Minutes Is This Time Sensitive Yes Mayor's Approval  Date October 25, 2019	

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN MURRAY CITY CORPORATION
("CITY"), UTAH DEPARTMENT OF TRANSPORTATION ("UDOT")
AND MURRAY CITY SCHOOL DISTRICT ("DISTRICT") FOR
PEDESTRIAN BRIDGE DEMOLITION

WHEREAS, Title 11, Chapter 13, of the Utah Code, provides that two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, on August 19, 1971, the Murray City Board of Commissioners approved an agreement between the City and the Utah State Department of Highways for preliminary engineering, right-of-way acquisition, construction and reimbursement for a pedestrian overcrossing (the "Bridge") at 5460 South State Street in Murray, Utah.

WHEREAS, according to the best information available, the Bridge was built in about 1972. Because the 1971 agreement cannot be found, the cost to originally build the Bridge, the right-of-way agreements, and the maintenance responsibilities are not clearly defined.

WHEREAS, the Bridge was originally built to provide access to both Murray High School and the former Hillcrest Junior High School. In 2015 the junior high school was rebuilt and located further to the east. As a result, the foot traffic on the Bridge has significantly decreased. It is now estimated to serve approximately 250 crossings per day, of which only a portion are still student crossings, though exact numbers are not available.

WHEREAS, the Bridge is nearly 50 years old, and based on bridge inspection reports performed by UDOT, show that portions of the Bridge have areas of significant deterioration. Additionally, the slope of the approach ramps, width of the Bridge and other geometric characteristics do not meet current ADA standards.

WHEREAS, the District owns the land below the Bridge approach ramps on both the east and west sides of State Street, as well as access or "drop-off roads" near the approach on the west side of State Street.

WHEREAS, the District has entered into a land lease for the commercial development of the land on which the old junior high school used to be located. Removal of the bridge creates the potential to allow for the land where the approach and bridge footprints are located on the east side of State Street to be used for other purposes.

WHEREAS, the Parties want to provide for the demolition of the Bridge in accordance with the attached Agreement.

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

1. It hereby approves the Interlocal Cooperation Agreement, in substantially the form attached hereto; and
2. The Interlocal Cooperation Agreement is in the best interest of the City; and
3. Mayor D. Blair Camp is hereby authorized to execute the Agreement on behalf of City and act in accordance with its terms.

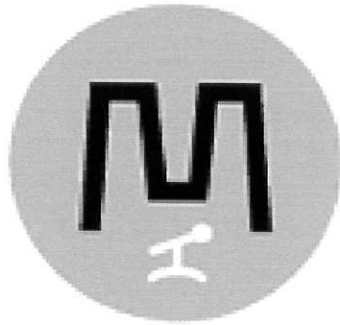
DATED this ____ day of _____, 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

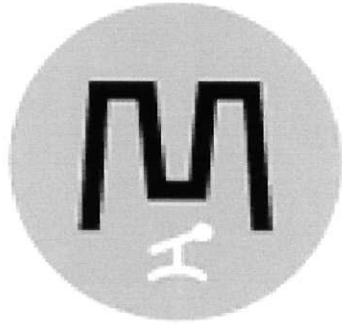
ATTEST

Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

See back-up documentation in
COW Discussion #2



MURRAY
CITY COUNCIL

New Business Item #3



MURRAY

City Council

2020 Council Meeting Schedule

Council Action Request

Council Meeting

Meeting Date: November 12, 2019

Department Director Janet M. Lopez	Purpose of Proposal Review and adoption of the proposed 2020 City Council Meeting Schedule.
Phone # 801-264-2622	Action Requested Approval of resolution adopting regular council meeting scheduled for 2020.
Presenters Jim Brass, conducting	Attachments Proposed schedule, Other events, proposed resolution.
	Budget Impact None.
Required Time for Presentation 10 Minutes	Description of this Item Review and adoption of the proposed 2020 City Council Meeting Schedule.
Is This Time Sensitive Yes	
Mayor's Approval	
Date October 31, 2019	

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE REGULAR MEETING SCHEDULE OF
THE MURRAY CITY MUNICIPAL COUNCIL FOR CALENDAR YEAR
2020.

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

1. The regular meeting schedule of the Murray City Municipal Council for calendar year 2020 shall be as provided in the attached.

2. The Murray City Municipal Council reserves the right to change the schedule or cancel any meetings it deems necessary consistent with the Utah Open and Public Meetings Act.

3. The City Recorder is directed to publish the attached schedule.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council of Murray City, Utah, this 12th day of November, 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST:

Jennifer Kennedy, City Recorder



PROPOSED
MURRAY CITY MUNICIPAL COUNCIL
2020 MEETING SCHEDULE
Murray City Center, 5025 South State Street

COMMITTEE OF THE WHOLE – Conference Room #107
6:30 p.m. COUNCIL MEETING – Council Chambers

Tuesday, January 7
Tuesday, January 21

Tuesday, July 7
Tuesday, July 21

Tuesday, February 4
Tuesday, February 18

Tuesday, August 4
Tuesday, August 25

Tuesday, March 3
Tuesday, March 17

Tuesday, September 1
Tuesday, September 15

Tuesday, April 7
Tuesday, April 21

Tuesday, October 6
Tuesday, October 20

Tuesday, May 5
Tuesday, May 19

Tuesday, November 10
Tuesday, November 17

Tuesday, June 2
Tuesday, June 16

Tuesday, December 1
Tuesday, December 8

2020 City Council Conferences & Events

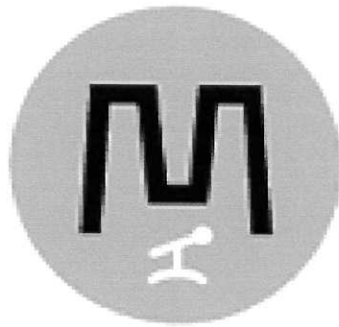
January 7, 2020	12 noon Oath of Office Ceremony and refreshments Committee of the Whole and City Council Meeting (Internal Elections)
January 29, 2020	ULCT Local Officials Day at the Legislature
March 6-11, 2020	National League of Cities, Washington, DC
April 22-24, 2020	ULCT Midyear Convention, St. George

Budget Process

January/February	Mid-year budget review (Date TBD)
May 5, 2020	CM - Mayor's Budget (Last date allowed by State Statute - can be earlier)
May 11-15, 2020	Budget Review with Departments & Reconciliation (Dependent on receipt of Mayor's Budget.)
May 19, 2020	CM - Adopt Tentative Council Budget & set Public Hearing
June 2, 2020	CM - Budget Public Hearing
June 16, 2020	CM - Adopt Final FY 2020-2021 Budgets (June 30 – last date allowed by State Statute, unless Truth in Taxation Hearing)

Other Conferences and Events

June 8-10, 2020	APPA Convention, Long Beach, CA
July 4, 2020	Murray Fun Days
August 16-19, 2020	UAMPS Conference, Zermatt, Midway, Utah
September 9-11, 2020	ULCT Annual Convention, Salt Lake City (second Wed, Thurs, Friday)
November 3, 2020	Election Day – Presidential
December 11, 2019	Council Holiday Party for employees (second Friday)



MURRAY
CITY COUNCIL

Adjournment