



MURRAY  
CITY COUNCIL

## MURRAY CITY MUNICIPAL COUNCIL COMMITTEE OF THE WHOLE

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The Murray City Municipal Council met as a Committee of the Whole on Tuesday, March 21, 2017, in the Murray City Center, Council Chambers, 5025 South State Street, Murray Utah.

### Council Members in Attendance:

Diane Turner, Chair	District #4
Dave Nicponski, Vice-Chair	District #1
Blair Camp	District #2
Jim Brass	District #3
Brett Hales	District #5

### Others in Attendance:

Ted Eyre	Mayor	Jan Lopez	Council Administrator
Janet Towers	Chief Admin. Officer	Frank Nakamura	City Attorney
Pattie Johnson	Council Office	Craig Burnett	Police Chief
Tim Tingey	ADS Director	Joe Tarver	Assistant Police Chief
Justin Zollinger	Finance Director	Doug Hill	Public Services Director
Jennifer Brass	Resident	George Katz	Resident
Sally Hoffelmeyer Katz	Resident	Terry Putnam	Rotary
Shari Putnam	Rotary	Serena Anderson	Boys and Girls Club
LeAnn Saldivar	Boys and Girls Club	Bob Dunn	Boys and Girls Club
Bruce Cutler	State Representative	Matthew Hepworth	Resident
Curtis Davies	Resident	Lori Haglund	Resident
Roget Haglund	Resident	Suzanne Reynolds	Resident
Brett Reynolds	Resident	Mark Chidester	Resident
Dan Dent	Resident	Susan Cohen	Resident
Thomas Vavrin	Resident	Eliot Setzer	Resident
John Houghton	Resident	Mary Ellen Houghton	Resident
Randall Boyer	Woodstock Village	Penny Lemmons	Resident
Keith Smedberg	Resident	Anne Smedberg	Resident
Mr. Jensen	Resident	Richard Crangle	Resident
Kirk Jorgensen	Resident	Ruth Eyre	Resident
Evanny Schaffer	Murray Youth Council	Charles Turner	Resident

Ms. Turner called the Committee of the Whole meeting to order at 5:30 p.m. and welcomed those in the audience. She thanked Representative Cutler for his hard work on Capitol Hill. It was noted the Committee of the Whole is a meeting intended for introduction to issues, topic discussion and work study only. Decisions were not made by the council at this time and comments were not allowed from guests.

## **1. Approval of Minutes**

Ms. Turner asked for approval on the minutes from the February 14, 2017, Murray City Municipal Council Retreat. Mr. Camp moved for approval and Mr. Hales seconded. All were in favor.

## **2. Business Items**

### **2.1 Boys & Girls Club Report** – Bob Dunn & LeAnn Saldivar

Mr. Dunn appreciated the council for years of support to the club. He commended Representative Cutler for his faithful service to the city and devotion once a week as a club volunteer.

The Murray Boys & Girls Club is the nation's flagship club and the largest facility. Many kids come from single parent and low income homes, placing them at risk. The club is responsible for keeping 99% of the kids on current grade levels. Support is given by working closely with schools and providing *Power Hour*, which helps kids stay on top of their school work, because homework and report cards are checked daily. The majority of kids receive A's and if kids are not caught up on homework, they are restricted from participating in special events. These guidelines produce amazing results and the hope, long-term, is to see a continued decrease in dropout rates. Community service is also encouraged and close to 75,000 meals were served last year. (See Attachment #1.)

Ms. Saldivar expressed gratitude to the council for the city's support. After one and half years the merge is ongoing. Complications were expected, due to the merging of two separate boards and staffs, but so far, it has been successful. Staff and directors are embracing kids all the same, no matter where they worked initially and everyone is getting acquainted.

There was some difficulty in merging technology and challenges occurred with financial integration, due to combining two different financial software packages and two charts of accounts. A first audit took 8 months to complete. Extracting direct expenses for each club was tedious, however, it was well achieved and the future distribution of funds, in specific ways was precisely determined. A packet containing a financial statement and an outline, depicting current expenditures of Murray City funds, for the Murray club, such as, overhead, fundraising and administrative costs, was provided to the council.

A capital campaign is underway in an effort to enlarge two clubs exceeding capacity. Murray is one of the clubs scheduled for a 6,000 square foot, to 8,000 square foot expansion. A quiet launch of the campaign began for the Murray club and so far, pledges from internal constituencies, board of directors, former board members, volunteers and staff members, have totaled close to one million dollars. Plans and designs by a local architect are not yet complete.

Ms. Anderson, who attended the club at age eight, explained positive impacts the club had on her even up to forty years later. Her life story, related to the quality of leadership she learned, which molded her values and interests, ultimately lead her back to the club. As an intern, she became a board member who actively contributes her time in many ways, including fund raising. Respect, trust, empathy, compassion, self-confidence, understanding consequences, and sufficiency were all mentioned as lifelong characteristics she is grateful for. She appreciates the power of community and the family support of nonprofit agencies. She thanked the council for great devotion and support to the club and believed her life would have taken a different path, had she not been disciplined and mentored by the club in her youth.

Ms. Turner thanked Ms. Anderson, Ms. Saldivar and Mr. Dunn for hard work, an informative presentation and appreciated the financial transparency. Mr. Hales appreciated hearing the story of Ms. Anderson and commended Mr. Dunn for 37 years of devotion to the club. Mr. Camp agreed and thank them all for their great work.

## **2.2 Murray Canal Trail Open House Comments & Plans – Doug Hill**

It was important for Mr. Hill to provide a history of the trail in order to explain and understand the current situation. One year ago the city council allocated \$420,000 for the construction of a trail along the canal as part of approving the fiscal year 2017 budget. Thereafter, the city wrote and received a grant from the Utah Department of Transportation (UDOT) for \$200,000; add to that, remaining funds from a three year old project on 1300 East, total funding is \$750,000 for the project, if approved by the council.

An interlocal agreement was negotiated by the Murray attorney's office after the budget was approved and negotiations were held. Salt Lake City gave permission with excitement, for Murray to connect the trail to Wheeler Farm, due to their knowledge of popular foot traffic along the trail. Salt Lake City Public Utilities currently owns and manages the canal property twice a year.

The interlocal agreement with Salt Lake City has yet to be signed. The Murray Council would consider the agreement on April 4, 2017 at a public hearing during the city council meeting. Public comments would be taken prior to the decision. Mr. Hill noted if the council does not approve the agreement and Salt Lake City does not sign the agreement, the project dies.

An engineer was hired by the city to prepare preliminary trail designs and detailed plans which were presented at the open house held on March 8, 2017. Information is accessible on the city's website. (See Attachment #2.)

Assuming the project is approved by Murray City Council and Salt Lake City, the next step is taking plans and designs to the Murray City Planning Commission (MCPC), where a conditional use permit must be obtained. The permit is not an approval or disapproval, however, it mitigates conditions, fitting the project into the neighborhood appropriately. At that time, the MCPC may require additional conditions to the plan, such as, noise reduction, lighting, and fencing. The city's hope is to design a project that is sensitive to all issues. The public would also have an opportunity to be heard by the MCPC if approved by the council.

After the planning commission process, bid documents and plans would be finalized, which would be submitted to Salt Lake City Public Utilities (SLCPU), who according to the interlocal agreement, is the

ultimate approver of the plans. If SLCPU decides the plans are unfavorable in detail, changes would be made that Murray City must adhere to. Murray would work closely with SLCPU throughout the design phase process and bid reviews, to ensure common views. After bid documents are ready, a contractor would be selected and construction would begin.

### **Open House Review**

The open house was a success and residents in the area were invited. The intent of the gathering was to obtain comments, gather insight and hear opinions about the project. A consultant was hired to assist in conducting the meeting, as well as, provide conclusive results from respondents, which were compiled and given to the council. Mr. Hill provided a brief summary on some of the data.

- Over 150 people attended, which he considered a large turnout. There was great interest shown on both sides, whether for or against the project.
- The night of the open house 68 emails were received. Mr. Hill created the public email where he responded to comments. [murraycanaltrail@gmail.com](mailto:murraycanaltrail@gmail.com)
- Written comments totaled 184 and of those, 123 were favorable and 61 were against. Negative comments and opposition generally came from residents living along the trail, while others living away from the trail were positive and in favor.
- Those who would actively use the trail totaled 104, however, only 28 said they would not use the trail, which reflected that many in opposition would actually use the trail if constructed.
- A majority would use the trail for walking and running. A smaller percent would enjoy dog walking, biking and viewing nature.
- Regarding trail surface: 57 respondents requested crushed rock, which was the majority, while 28 preferred a paved trail. Eight people preferred woodchips.

Mr. Hill said a paved trail was unfavorable, due to attracting certain users. The SLCPU indicated woodchips would not be viable or allowed, due to concerns about chips falling, blowing and getting into canal water. Chemicals applied to wood chips effect canal water quality in negative ways, therefore, woodchips were eliminated.

Privacy and adequate fencing for those living along the trail was concerning. Many areas have no fencing, while others have fencing with backyards sitting lower than the trail grade itself. In those situations, visitors could see into backyards and into home windows. Adequate parking for those driving into Murray to utilize the trail, was a concern, especially near Fontaine Bleu, where the trail begins and ends and no parking is offered. Ensuring safety at road crossings, increased crime, decrease in property values, and security for pets inhabiting backyards near the trail, were noted as concerns.

Positive verbal feedback included having a beautiful place to walk and a place to enjoy nature, while providing a walking connection to Wheeler Farm from the existing path.

Mr. Hill said both sides were equally represented during the open house, as well as, in emails.

Mr. Hales noted compacted aggregate as an option for surface material and wondered what it was made of. Mr. Hill said the content of the material is used in a slurry for roads, containing small rocks that compact tightly and is best for walking, biking and strollers, however, not ideal for skateboards or roller blading. The material is considered inexpensive, useful and easy to maintain. He noted during the open house most respondents preferred a soft surface, as opposed to hard asphalt or concrete.

Compact aggregate was also favored by SLCPU because repair was easier, quicker and less expensive to replace, after back hoes cross over the trail to dredge the canal.

Mr. Brass wondered how aggregate rock would weather during winter. Mr. Hill said it could not be plowed, which was the down side to using it, since snow would remain on the surface. However, the trail would last longer, not freezing or cracking like other materials and would move about during the thaw process.

Ms. Turner affirmed if SLCPU rejected and did not sign the interlocal agreement, would the project be terminated. Mr. Hill confirmed, the trail would not be built if the agreement was not signed. Ms. Turner asked who ultimately would be signing the interlocal agreement. Mr. Hill said Mayor Biskupski would sign the agreement and the matter would not go before the Salt Lake City Council.

Mr. Hales affirmed SLCPU would continue as property owners, however, Murray would be responsible for maintaining it. Mr. Hill confirmed SLCPU would require Murray to except all liability and oversee the property.

Mr. Nakamura reiterated SLCPU would require Murray to assume all liability issues, maintain the property and would need approval from SLCPU prior to any new modifications or construction. Protecting canal water flow was the main priority and Murray was prepared to accommodate those requests. A provision in the interlocal agreement was noted that should SLCPU and Murray decide to terminate the agreement at any time, Murray's invested assets would be protected.

Ms. Turner wondered if when walking the trail, it was considered trespassing. Mr. Nakamura stated the trail had a prescriptive right, known as a walking trail, therefore, it would be difficult to argue whether it was trespassing or not, although, SLCPU had never raised the issue. Mr. Hales asked if receiving a violation was a possibility for trespassing. Mr. Nakamura said it was possible, but not likely, by the property owner.

Mr. Hill noted SLCPU constructed barriers to prevent walking the extended length of the trail through Murray City for various reasons, however, he was not aware of specific details. During negotiations of the interlocal agreement, some hesitancy on their part was noted, however, staff agreed to all the provisions in good faith. He did not expect SLCPU to reject the agreement, however, once presented to the SLC mayor, he could not predict the outcome.

Mr. Nakamura believed SLCPU understood and considered public obligations in the matter, as did Murray City, which was to consider the best interest of the public. He believed this was why SLCPU was willing to work with Murray and not ask for money in return and felt it was cooperative of them. He also did not anticipate SLCPU to reject the agreement.

Mr. Camp addressed maintenance performed by SLCPU and wondered what impact dredging would have on the trail surface over time. Mr. Hill explained the interlocal agreement allows SLCPU access for dredging, which takes place every 3-5 years as needed. Track hoes dredge the canal typically during winter months when water dissipates, so not to disturb the bank with extra weight. As Murray is deciding on the best surface material, dredging plays a large factor in the choice, he said. Since track hoes entering the canal would naturally damage the trail, areas would need to be repaired or replaced but it would not be frequent.

Several conditions are still in motion, as to who is responsible for what type of maintenance and when. It was indicated by SLCPU, Murray would maintain the 10 foot wide trail, the side of the canal where the trail sits, as well as, areas from the top of the bank, to property line fencing.

Emergency services, which are expected to be minimal and similar to the Jordan Parkway trail, would be available to visitors should paramedics be called for injuries. The Murray Police Department is prepared to patrol the trail for safety.

The largest impact would fall upon parks department staff, who would collect garbage, cut weeds, stock doggy bags, supply garbage cans and patrol the trail for loose surface areas and monitor safety issues. Kim Sorensen indicated to Mr. Hill the department is aware of the responsibilities and could accommodate all tasks with existing staff.

Preliminary designs are premature and no final decisions have been made. Mr. Hill encouraged the council's feedback regarding plan details since specifications were not approved at this time, however, he provided general basic ideas and photos to depict tentative plans for the trail:

A diagram was shown from where the trail runs west from Fontaine Bleu, slightly southward, ending at Wheeler Farm where a 10 foot wide aggregate rock trail is suggested. Removal of trees is frowned upon by SLCPU since trees provide shade and prevent moss from growing on surface water, which is not conducive to canal water. Sloping areas on the bank, next to fence lines would require retaining walls, which are costly. The trail would generally lie to the north side of the canal itself and would run precisely where it already exists, between property fencing and the canal.

When trekking the entire trail system, several roads need to be crossed which are: Vinecrest, a residential street, where a crosswalk would be placed with a pedestrian type signal activated by pedestrians, similar to a school crossing; Thirteen Hundred East, where the road is five lanes wide flows with high traffic, a Hawk signal would be installed. The Hawk signal, considered the safest type of pedestrian signal available, was described as overhead flashing lights above a cross walk, activated with a pedestrian button. A traffic study is underway for the crossing on 6400 South, where a signaled crosswalk maybe required. It was noted the trail switches to the opposite side of the canal at Vine Street where it ends at Fontaine Bleu.

Bollards, which are removable cylinder shaped poles, would be installed and strategically placed at road crossings to prevent motorized vehicles, such as four wheelers and motorcycles from entering. Bollards can be removed for emergency access and vehicle maintenance. He noted equestrian use has yet to be determined.

Proper signage would list hours of operation, rules and guidelines. Doggy bags and garbage dispensers would be placed along the trail, with benches throughout.

**3. Announcements:** None

**4 . Adjournment:** Ms. Turner adjourned the Committee of the Whole at 6:28 p.m.

**Pattie Johnson  
Council Office Administrator II**

# ATTACHMENT #1

March 17, 2017

Dear Murray City Council Members:

Thank you. We appreciate all that Murray City does for our youth and the support they give to us. Last year the City Council had some questions so here is a snapshot of our budget showing the amount Murray City and other cities make available the Club and what percentage they provide of the budget. I have also enclosed a summary of all the Clubs we serve and the percent of our budget and a copy of our audit.

- The Murray Club is by far the largest program, serving the largest number of youth and it maintains the highest average daily attendance.
- At the Murray Club we serve the kids who need us most –
  - 87% of our Murray Club Members have a low to moderate income.
  - 46% of Murray Club Members are from Ethnic Minorities.
  - 51% of our Murray Club Members come from Single-Parent Households, the highest of any Club in the valley.
- In 2016 we served 74,940 free meals/snacks at the Murray Club.
- Total budget cost for the Murray Club - \$1,005,186. Total BGC GSL budget is \$5,592,000, which means services at the Murray Club are 17.98% of the annual budget. The \$75,000 Murray City provided last year was 7.46% of the Murray Club annual budget.
- Sandy City/SL County give us \$74,800 for the Bell View/Edgemont program which covers the full cost.
- Sandy City gives over \$100,000 each year to their other after-school program.
- Midvale City/SL County gives us \$98,000.00 for the Midvale program which covers 28% of the cost of the program.
- School sites programs are covered by Federal funding source.

Again, we value all that Murray City contributes to our programs and the history of support. I do hope we will be a part of the City budget for the coming year. Murray City has made a huge difference for our youth and the families we serve.

Thanks,

*Bob Dunn*

Bob Dunn  
Vice President

BD/kh



PO Box 57071  
Murray, UT 84157  
801-322-4411  
[www.GSLClubs.org](http://www.GSLClubs.org)

**Executive Committee**

Kellie Williams, Chair  
Candace Dee, Vice Chair  
Jill Tavey, Sec./Treasurer  
Chris Hase  
Craig Martucci  
Art Pasker  
Scott Young

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David Bowen  
Gina Dalton  
Robert Goates  
Brad Hansen  
Brad Hardy  
Von J. Hunt  
Frank Krause  
Sam Melonas  
Chad Moore  
Suzanne Mulet  
Carla Nguyen  
Bryan Pett  
Roseanne Reneo  
Mayor JoAnn Seghini  
Lori Smith  
Aisza Wilde

**President & CEO**  
LeAnn Saldivar

**Vice President**  
Bob Dunn



**BOYS & GIRLS CLUBS**  
OF GREATER SALT LAKE

Murray Club  
Operations Budget 2016-17

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	Budget	Funds from Murray City
<b>Personnel:</b> Staff salaries and benefits	\$740,268	\$55,400
<b>Indirect Expenses:</b> Facility expenses, technology, communications, and equipment	\$103,036	\$7,600
<b>Program supplies, equipment and materials:</b> Curriculum, school supplies, incentives	\$147,000	\$11,000
<b>Vehicle Expenses:</b> Vehicle expenses including lease, maintenance, insurance, etc. for transporting youth participants	\$ 14,882	\$1,000
<b>TOTAL OPERATIONAL COST:</b>	<b>\$ 1,005,186</b>	<b>\$75,000</b>



**BOYS & GIRLS CLUBS**  
OF GREATER SALT LAKE

## 2016 Annual Report Summary

Community	% of Budget	Membership		School Year		Summer		Minority Members		Single Parent Household	
		Teens	Juniors	Total	ADA	ADA	LMI	ADA	ADA	ADA	ADA
Copper View	3%	0	121	121	68	0	71%	82%	82%	27%	
Sandy	3%	0	120	120	62	0	44%	51%	51%	18%	
East Midvale	3%	0	181	181	68	0	64%	61%	61%	37%	
Midvale Elementary	5%	0	176	176	96	0	76%	79%	79%	45%	
Kearns	5%	0	271	271	96	70	52%	57%	57%	27%	
Edgemont/Bell View	5%	0	182	182	94	57	49%	29%	29%	29%	
Midvale	14%	380	513	893	166	299	62%	80%	80%	39%	
<b>Murray</b>	<b>17%</b>	<b>203</b>	<b>662</b>	<b>865</b>	<b>252</b>	<b>263</b>	<b>87%</b>	<b>46%</b>	<b>46%</b>	<b>51%</b>	
Capitol West	8%	267	453	720	127	115	85%	78%	78%	50%	
Lied	9%	248	552	800	132	125	94%	85%	85%	41%	
Sugarhouse	7%	277	407	684	111	178	54%	22%	22%	19%	
SH w/Sports	17%	215	1885	2100	256	123	0%	0%	0%	0%	
Tooele	4%	138	281	419	57	62	79%	31%	31%	29%	
Organization Total w/Sports		1728	5804	7532	1585	1292	63%	54%	54%	32%	

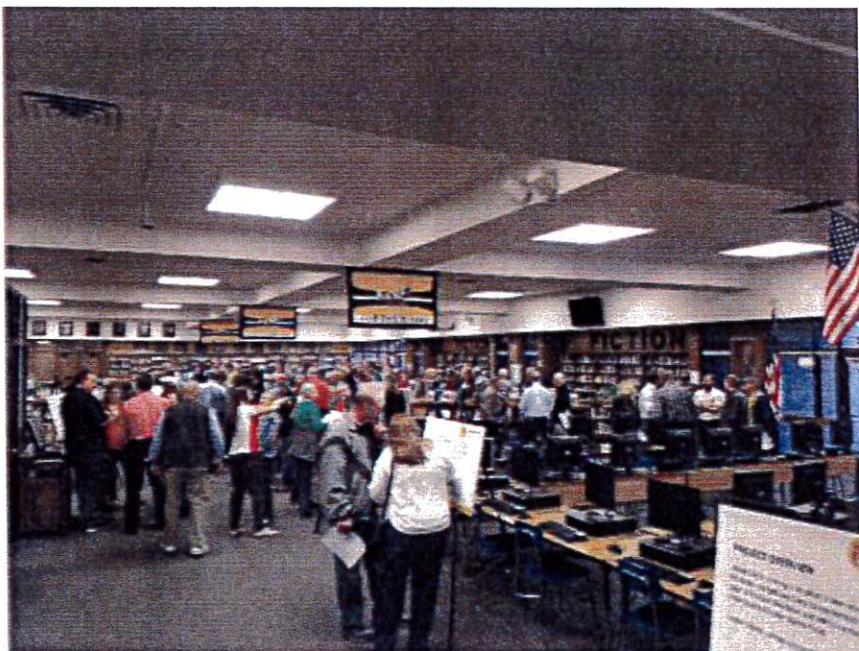
# **ATTACHMENT #2**

### Overview

The Murray Canal Trail Open house was held on March 8, 2017 from 5:30 to 7:30 p.m. at Cottonwood High School. Residents were invited to attend an open house to review and provide feedback on the new Jordan and Salt Lake Canal trail in Murray City scheduled to be constructed in the summer.

Over 150 residents attended the open house, and over 50 who could not attend submitted questions through email and phone. At the open house, attendees could view boards showing the location of the trail and city staff were available to answer any questions and address concerns from the public.

Comments forms were available for attendees to fill out at the meeting. The tone of 123 comments was generally favorable toward the trail, while 61 of the comments were generally against the trail.



### Surface of Trail

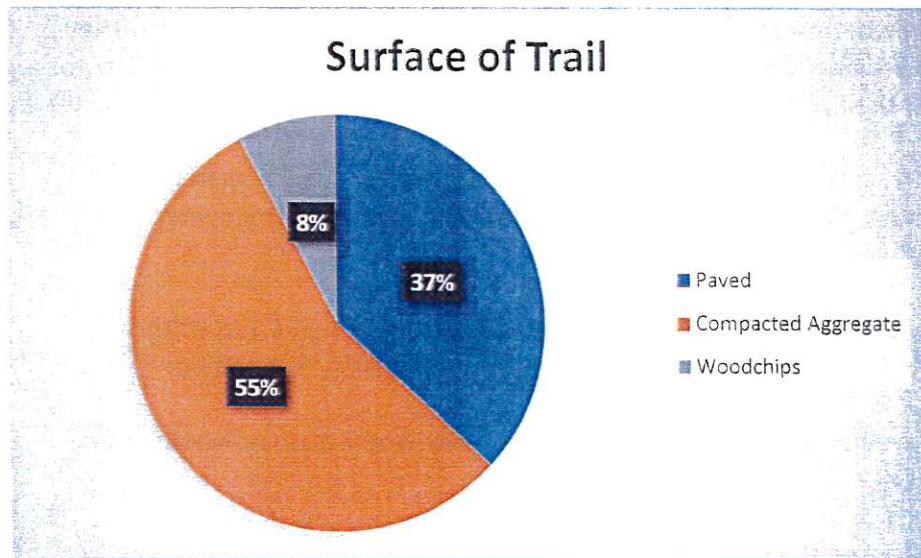
Of those who answered the question of the type of surface they would prefer - 57 respondents asked for the trail to be a compacted aggregate surface, while 38 wanted it paved, and 8 asked for woodchips.

A common concern from respondents was to keep the surface as natural as possible and stressed the need for it to not be paved. A paved trail could turn a few people against the trail who originally supported it.

Some felt that a paved trail could encourage motorized vehicles to access the trail. Two people requested if the trail is paved that there be a solid line painted down the middle of the trail to keep bikers and pedestrians in their own lanes.

Those against the trail requested if the trail is built, that it should not be paved as it would only intensify their original concerns of increase misuse, congestion, and privacy.

Those who supported paving, thought it would make the trail accessible to strollers and elderly or disabled users.



## Comments Against the Trail

The strongest concern of those who oppose the trail is privacy for those living along the trail. A tall fence would need to be added which still would not ease all of their worries.

Concerns about an increase in crime, specifically theft and vandalism, were also mentioned. They already see people misuse the trail and felt that with improvements to the trail, it will only get worse.

They stressed that those concerns need to be addressed and they would like to know what steps would be done to make sure it is not a problem. What is the size of the fence proposed? How often would law enforcement police the trail? Who is liable for issues along the trail and properties? How will children be kept safe around the canal?

Some residents were not happy that money is being spent on the trail and think the funds should be used for parks and trails that already exist, or adding sidewalks on Vine Street to make it safer for pedestrians.

They stressed that they bought their properties for the serenity of the area next to their homes and do not want to see that go. They believe it would significantly decrease their property values, and a couple of residents mentioned that they recently bought their homes.

Some residents noted that this area is a home for birds and other wildlife. What would be the environmental effect if a trail was constructed?

Another concern was voiced regarding homeowners that have dogs along the canal. With an increase of people and other pets, the dogs will bark more and increase noise for their neighbors. Would those homeowners with pets be subject to tickets and potential fines?

Many had questions relating to parking, or fears of non-residents parking in their neighborhoods – increasing congestion and decreasing safety for them and the children who play outside.

Several comments mentioned the neighborhoods along the Jordan River Parkway as an example of an area negatively affected by a trail.

1

RECORDED  
10-10-2017  
10-10-2017  
10-10-2017

TRAIL AGREEMENT

(Jordan and Salt Lake City Canal Trail in Murray City)

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2017 by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter ("City"), and Murray City Corporation, a body corporate and politic of the State of Utah ("Murray").

WITNESSETH:

WHEREAS, City is the owner of certain real property which is located in Murray City, Salt Lake County, State of Utah, that contains the Jordan and Salt Lake Canal ("Canal"); and

WHEREAS, Murray is desirous of entering into this Trail Agreement ("Agreement") with the City for using part of the said property for the installation of a trail by installing asphalt and above-ground improvements for recreational use ("Facilities") which is identified on the attached map (Exhibit "A"); and

WHEREAS, City is willing to enter into this Agreement for such use; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. For the sum of one thousand dollars (\$1,000.00) and other valuable consideration, the receipt of which is hereby acknowledged, City hereby grants permission and license to Murray to use and maintain Facilities within the premises identified in Exhibit "A", attached hereto and by this reference made a part hereof ("Premises"). The Premises is located in Salt Lake County, State of Utah and includes an area for use under the Temporary Construction Permit that will be reduced in size once the construction is completed to the boundary described under the heading "Trail Description". The Trail Permit and Temporary Construction Permit are SUBJECT TO the following additional conditions:

2. The construction of the Facilities shall take place within the boundary described in Exhibit "A" under the heading "Temporary Construction Description". The Temporary Construction Permit is not intended for large or heavy equipment use. Murray will require its contractor to submit a list of equipment to the City for approval in advance of construction. The Murray will not allow any overnight parking of vehicles, storing or staging of vehicles or non-approved materials on the Premises except in areas designated by the City. The Temporary Construction Permit shall continue only until project construction is complete, or three years from the date of this Permit, whichever occurs first.

3. Prior to any work commencing for the installation of the Facilities, Murray's plans, specifications and timetable for installation of said Facilities shall be submitted to and must be approved by the City's Director of Public Utilities ("Director"). Murray will make any changes in

4. City is dependent on the Canal to deliver the irrigation water necessary to meet the City's obligations on numerous exchange agreements. Murray agrees and warrants that its trail activities on the Canal will not interfere with the flow of water through the Canal. In the event the City determines that the Murray's trail activities on the Premises interfere with the flow of water through the Canal, the City shall send written notice to Murray of the City's determination and the reasons therefore to: Murray City, 4646 South 500 West, attention: Director of Public Services, Murray, Utah, 84107 or via email to Doug Hill – dhill@murray.utah.gov. Upon receipt of such notice, the Murray shall take all necessary steps to assure its trail activities are not obstructing the flow of water through the Canal. Murray and the City agree to meet and confer to determine if modifications to the Facilities can be made that will allow all or a portion of the Facilities to remain in place and not interfere with the unobstructed flow of water in the canal. If it is determined that any portion of the Facilities must be removed for water to flow unobstructed in the Canal, Murray shall remove such portion of the Facilities and the closing down process described in Section 8 shall be initiated, unless Murray provides written notice to the City that it intends to continue to be obligated under this Agreement.

5. Murray agrees not to erect any other structure other than said Facilities or make any other improvements on the said Premises without prior written consent by the City. Murray agrees to perform all such installation pursuant to all applicable federal laws or regulations, local ordinances, Salt Lake County and Utah State law. Installation and maintenance of the Facilities on the Premises shall be at Murray's sole expense.

6. Any maintenance work, other than routine maintenance, conducted by Murray upon the Premises shall be as approved by the City, including any vegetation control such as mowing. Murray shall not use any herbicides, insecticides or other chemicals on the site for vegetation or insect/pest control or any other purposes without the expressed written consent of the City in accordance with an approved management plan to prevent any impacts to the public, environment, or water quality.

7. Murray agrees that at all times this Agreement shall be subject to any use of the Premises the City may desire, and City shall not be liable to Murray for any loss of use or damage to Murray's Facilities resulting from such use. In case of emergencies, the City shall have unrestricted access to the Premises at all times.

8. Once the closing down process is initiated for this Agreement, Murray and the City will work to determine if any portion of the Facilities should remain after termination. At the request of the City, Murray shall remove all above-ground portions of the Facilities. The City will allow asphalt installed by Murray to remain in place after termination, however, the City shall have no responsibility for asphalt maintenance and may remove such asphalt if it determines that it is not in its best interest to allow all or a portion of the asphalt to remain. Murray will, at its

- a. Murray hereby represents and affirms that the Facilities are included in and designated under the General Plan adopted by the Murray City Council pursuant to Section 10-9a-401 of the Utah Code.
- b. Murray, as the operator of the Facilities, hereby agrees to keep the Facilities open to the public at all times, subject only to reasonable closures in connection with maintenance or repair activities, and to rules or regulations adopted and imposed by Murray relating to recreational property.
- c. Murray agrees to operate and maintain the Facilities, during the term of this Agreement in accordance with generally accepted standards for the operation and maintenance of Murray's similar facilities.
- d. Murray understands that the City has, as the owner of the Premises, at a minimum, the same level of immunity from suit as does Murray in connection with or resulting from use of the Facilities.

13. This Agreement embodies the entire agreement between the parties and it cannot be changed except through a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year herein first above written.

SALT LAKE CITY CORPORATION

By \_\_\_\_\_

PUBLIC UTILITIES DIRECTOR

ATTEST AND COUNTERSIGNED:

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CITY RECORDER