

MURRAY
CITY COUNCIL

Council Meeting May 21, 2019



Murray City Municipal Council

Notice of Meeting

May 21, 2019

Murray City Center

5025 South State Street, Murray, Utah 84107

Meeting Agenda

5:15 p.m. **Committee of the Whole** - Conference Room #107
Dale Cox conducting

Approval of Minutes

Committee of the Whole – February 19, 2019

Discussion Items

1. Murray City Power Department Quarterly Report – Blaine Haacke (30 minutes)
2. Murray City Risk Management Report – G.L. Critchfield and Jordan Knight (15 minutes)
3. County TRCC Funds Contribution – Mayor Camp and Kim Sorensen (15 minutes)

Announcements

Adjournment

The Council Meeting may be viewed live on the internet at <http://murraycitylive.com/>

6:30 p.m. **Council Meeting** – Council Chambers
Dale Cox conducting.

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

Council Meeting – April 16, 2019
Council Meeting – May 7, 2019

Special Recognition

1. Murray City Council **Employee of the Month, Matt Youngs**, Energy Services Manager, Power Department – Brett Hales and Blaine Haacke presenting.
2. Consider a Joint Resolution of the Mayor and Municipal Council of Murray City, Utah to designate and support the week of May 19-25, 2019 as **Emergency Medical Services Week**. Chad Pascua, Assistant Fire Chief and Dr. Adam Balls presenting.

Citizen Comments

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

Public Hearings

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

1. Consider an ordinance amending Chapter 17.48 of the *Murray City Municipal Code* relating to the City's sign code. Jim McNulty presenting.
2. Consider an ordinance amending Section 17.160.050 of the *Murray City Municipal Code* relating to the front setback for outdoor dining in the C-D Zone. Jim McNulty presenting.
3. Consider a resolution approving the 2018 Municipal Wastewater Planning Program Report. Danny Astill presenting.

Business Items

1. Consider a resolution approving and authorizing execution of an Interlocal Cooperation Agreement between Murray City Corporation and Salt Lake County for a contribution of TRCC Funds to assist in financing the restoration of the Murray Theater. Kim Sorensen presenting.
2. Consider an ordinance amending Chapter 2.51 of the Murray City Municipal Code relating to the appointment of representatives to governing boards of interlocal entities. G.L. Critchfield presenting.

Mayor's Report and Questions

Adjournment

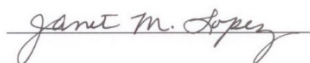
NOTICE

Supporting materials are available for inspection in the City Council Office, Suite 112, at the City Center, 5025 South State Street, Murray, Utah, and on the Murray City internet website.

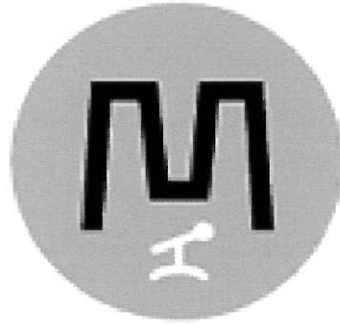
SPECIAL ACCOMMODATIONS FOR THE HEARING OR VISUALLY IMPAIRED WILL BE MADE UPON A REQUEST TO THE OFFICE OF THE MURRAY CITY RECORDER (801-264-2663). WE WOULD APPRECIATE NOTIFICATION TWO WORKING DAYS PRIOR TO THE MEETING. TDD NUMBER IS 801-270-2425 or call Relay Utah at #711.

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

On Friday, May 17, 2019, at 9:30 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov and the state noticing website at <http://pmn.utah.gov>.



Janet M. Lopez
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole



MURRAY
CITY COUNCIL

Committee of the Whole Minutes



MURRAY CITY MUNICIPAL COUNCIL COMMITTEE OF THE WHOLE

The Murray City Municipal Council met as a Committee of the Whole on Tuesday, February 19, 2019 in the Murray City Center, Conference Room #107, 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
Rob White	IT Director	Jennifer Kennedy	City Recorder
Jennifer Heaps	Comm & PR Director	Pattie Johnson	Council Office
Kim Sorensen	Parks & Rec. Director	Doug Hill	Chief Admin Officer
Blaine Haacke	Power General Manager	Melinda Greenwood	CED Director
Bruce Turner	Power	Danny Astill	Public Works Director
Jon Harris	Fire Chief	Jim McNulty	CED Manager
Jennifer Brass	Resident	Kathleen Stanford	Resident
Kat Martinez	Resident		

Mr. Nicponski called the Committee of the Whole meeting to order at 5:15 p.m.

Approval of Minutes - Mr. Nicponski asked for comments or a motion on minutes from Committee of the Whole – December 11, 2018. Ms. Turner moved approval. Mr. Hales seconded the motion. (Approved 5-0)

Discussion Items

Salt Lake County Transportation Funding – Blair Camp and Danny Astill

Every year Salt Lake County gives transportation choice awards, so, the city sought funding and submitted three applications in the fall of 2018 for the “Regional Transportation Choice Fund” (4th Quarter) awards.

Two projects were chosen; Vine Street widening project from 900 East to 1300 East. All money was sufficient to complete the project, including purchasing right-of-way. The other project for downtown development; known as the Hanauer rebuild and relocation, where plans include design, utility relocations, and road construction. The city would provide matching funds to complete this project.

Ms. Turner asked when the Vine Street project would be finished. Mr. Astill was hopeful construction would begin in May or June and continue throughout most of the summer. He said the council would consider adopting the resolution for the interlocal agreement in a few weeks, which Salt Lake County already approved and was ready to fund.

General Plan Amendment and Rezone - 160 West Winchester – Mr. McNulty

Mr. McNulty said the request submitted by from KC Heating and Air. The property was studied on an aerial where the area is currently listed as an R-N-B Zone (residential neighborhood business). The General Plan amendment and zoning map rezone would create an M-U Zone (mixed-use) for the .28-acre area that included two affected parcels. A home is situated on one lot, and the other parcel is vacant.

Another map was used to explain that during the application process, an error occurred regarding actual acreage and the number parcels. As a result, Ms. Nixon informed the applicant the process would need to start over to include a third parcel not mentioned in the initial request. The applicant decided to move forward as is, without attaining the third parcel, in hopes of opening a heating and air conditioning business on the back side of the structure. The current zone does not allow for that type of business.

The zone could potentially change, but the planning commission recommended denial to the city council during public hearings held on January 17, 2019 - for both the amendment and rezone. Until a good decision is made regarding how to utilize the area that abuts the I-215 freeway, the city applied for TLC grant funding to determine best use and help fund a Small Area Plan study. If funding was granted, the city would receive recommendations to consider other uses, highest and best use, which includes lower commercial with apartments above. However, the planning commission made it clear they favor the current R-N-B Zone, and during the public meeting, residents also expressed a desire to keep the R-N-B Zone, because it provides a nice buffer to their neighborhoods.

Mr. Brass noted the first R-N-B Zone began in this area of Murray.

Mr. Cox asked how long it would take to complete a Small Area Plan study if grant money was attained. Mr. McNulty thought about nine to twelve months, and invited the council to participate in the process, where a committee would review all options; he suggested a council member be on the committee. The council would consider the General Plan amendment and rezone in two weeks during their public hearing.

Quarterly Power Department Report – Mr. Haacke

IPP (Intermountain Power Project) – The resource now has a seven-year lifespan, until California shuts it down, due to new legislation regarding the use of coal. Mr. Haacke said the process to change to a natural gas plant has not been easy, although, new plant construction is underway, and engineers are being hired at a costly rate by the LADWP (Los Angeles Department of Power and Water).

Adelanto Substation – The existing converter station in California, fossil fueled by Utah's IPP, experienced a \$10 million failure in December 2018, and only half of the allowable energy was provided to California. As a result, the IPA board made a hard decision to purchase a standby transformer for \$1 million. Although the plant is nearing its end and is still undergoing construction – it was necessary to provide energy for 5-6 more years. In addition, another standby transformer was already on order, and would be put in place by the end of March. The plant is scheduled to close in 2025, but it is hard to maintain until then. The transformer failure caused 1200 megawatts of power to travel from Delta, to California, instead of the required 1700 megawatts, so the state was short and attained energy from other sources.

For the last two years, the plant only utilized 50% of capacity, due to lower market pricing and carbon tax issues. The situation has been difficult for California, but concerns do not impact the city, and California legislation continues to increase the price of the resource. Therefore, Murray may never call-back power again because the cost would be so significant by the time construction is complete.

By 2045, California would like to achieve the 100% green status; New Mexico and Washington State also have legislation to match the status. Mr. Haacke explained this was not possible with today's technology, because there will always be the need for fossil fuel to back-up the natural gas grid – and people do not understand that. He said Murray is at the top of the list, statewide, for having a 50% green portfolio, due to the hydro plant.

CRSP (Colorado River Storage Project)

Mr. Haacke led a discussion related to an inquiry Mr. Brass made during a previous meeting about low water levels affecting the resource, and Lake Powell providing water to keep Lake Mead above intake. Mr. Haacke explained silt from the Colorado River was also concerning, and noted Lake Powell is 39% full, which is 126 feet below the spill, and 86' above the intake.

Mr. Brass expressed concern because Lake Powell at one time was 150' above intake and thought 86' above would only last two years. Mr. Haacke agreed and said projections exasperate the problem, and the challenge would always exist to get water above the intake level. He discussed the following inflow history, and projections:

- 2016: 89% of normal
- 2017: 110% slightly above normal.
- 2018: 43% of normal.
- 2019: 70% to 94% of normal - Due to recent heavy snowfall.

Mr. Brass explained Lake Powell was a large percentage of Murray's resources, and the least expensive; it would be difficult to replace. Mr. Haacke agreed and said there were plans in place to address the drought as follows:

- Utah State University submitted plans to the federal government on June 31, to address the drought. Results are not available yet, however, one option the government suggested was for Flaming Gorge

to drain into Lake Powell, to keep it partially full. Another solution is to reduce seasonal kilowatt hour allocations, by reducing water flow through the dam.

- The federal government is now involved, to restrict the amount of water states are utilizing. It was determined that lower states; Nevada, Arizona, and California, have 'half' allocations from the CRSP resource, and have been taking more water than they are licensed to take. Allocations should have included evaporation totals off of Lake Mead – but it was never calculated that way.

Mr. Haacke noted a high-flow experiment occurred last November. Water flowed without creating energy – lasting 60-hours, at a cost \$1.5 million that included the cost of the study, wasted water, and loss of energy. In addition, last spring a bug-flow was conducted, which was water pushed downstream to keep bug eggs damp; the cost was \$160,000.

CFPP (Carbon Free Power Project), SNR (Small Nuclear Reactors)

The licensing process is underway with the Regulatory Commission as planned. However, there are issues regarding negotiations with Nu-Scale, because once licensing is completed that promotes the construction phase, the project requires \$6 million for the study. Of the \$6 million, \$3 million would come from the DOE (Department of Energy), \$1.5 million from Nu-Scale, who is developing the project; and \$1.5 million from subscribers, like UAMPS members. The city has a small token in the UAMPS portion, which is \$20,000 and was approved in the budget. He explained, problems are arising because partners are backing out, like Energy Northwest, for confidential reasons; therefore, many hurdles are expected but the city is still committed to the 1-megawatt resource and will know in one year if backing out of the resource is an option. A \$55 per megawatt target was anticipated, which is appealing for the cost of energy. Part of the issue is whether the federal government (DOE) would continue to stay committed as well, for as long as 20 years, after initial study work is complete. Until a long-term commitment from the DOE occurs, it is unknown, how the project would be sustained long term.

Ms. Turner thought the resource would cost \$45 per megawatt. Mr. Haacke said two years ago – that was the case - but \$55 is the current rate, which is still less than IPA by \$15.

Light-Up Navajo - Mr. Haacke appreciated the city council supporting the service project, to be addressed in the upcoming council meeting. He said the project was a good mutual aid process for the city, and participating employees were excited to go to the reservation on the third of May.

Power Outlook for Small Hydro – The resource is located at the base of Little Cottonwood Canyon. Mr. Haacke reviewed snowpack measurements at ski resorts, as of February 1, 2019, and reinterpreted, the canyon overall was 89% of normal, due to strong snowstorms. A slow melt with a strong controlled flow during the spring runoff was always desired.

Outage Report – In January and February 16 outages occurred. Most caused by underground and overhead issues, cars hitting poles, and one equipment failure. The city averages about 20 outages per month and overall reliability was noted as 99.9911%.

Finances – Reserves = \$19 million. A line-up for high-load contracts is anticipated to ensure summer

needs are met between 8:00 am to 11:00 pm, for May, June, July and August. Mr. Haacke said there was a significant increase in natural gas pricing that jumped from \$2 and \$3 per dekatherm, up to \$12. In addition, UAMPS solicited cities to purchase an \$80 resource for high-load summer needs, however, Mr. Haacke thought the city could find a less expensive resource, and the city always used generation as a backup; so with gas prices at the \$5 per dekatherm range, a \$50 to \$60 cost was better than \$80 per dekatherm. Therefore, the biggest concern for the next 2-3 months would be attaining good summer resource pricing to meet the high-load summer season.

Open and Public Meeting Act Training – Mr. Critchfield

State laws requires a council chair to arrange the annual training, therefore, a review of the Open and Public Meetings Act occurred to convey deeper understanding. Mr. Critchfield explained policies are in place so that political subdivisions, or cities, take action openly and city councils conduct deliberations in an open manner. Open to the public, means more than just an interesting agenda and having the public show up, it means deliberating in public - where council members speak their thoughts on record. The following was discussed at length:

- There must a quorum to hold a meeting - Two council members and the mayor can discuss items; although, three council members may do so only in a properly noticed public meeting.
- ‘Open to the public’ includes the agenda, which is most important, and must provide detailed information so the public clearly understands the issues at hand, and what action might be taken.
- If an issue is raised that is not listed on the agenda, it cannot be discussed. However, if a member of the public tries to discuss something not on the agenda, the council chair has the discretion to discuss it briefly – as long as no action is taken. In summary, council members cannot discuss issues not scheduled.
- Closed sessions are limited in scope, and such meetings are allowed.

Ms. Turner said the city council very rarely conducts closed meetings.

Mr. Brass agreed and asked about agendas he saw elsewhere that state certain discussion items might be subject to a “possible closed session.’ He wanted clarification as to whether that verbiage was a good or bad thing noted on agendas. He confirmed the Murray City Council did not state such an option on their agendas. Mr. Critchfield said the practice was not a favorable idea, because in most instances, a council can usually always anticipate closed sessions in advance.

Mr. Critchfield explained the ‘spirit’ of the Act is to insure everything is open to the public – so the public can see how the council conducts business. He said this was challenging at times because the council only meets at a scheduled time, only discusses what is on the agenda, and never meets outside of public meetings to discuss any issues. The spirit of the Act is to make sure all comments are on public record.

A specific conversation occurred related to land use applications and zone changes. He explained when a request was made for a zone change, it is somewhat difficult for the council to discuss what is allowed in a zone. Therefore, for purposes to benefit the applicant, as well as, the planning commission, and city

council, administrative staff devises a concept plan— on the executive side - to convey what the best idea would be. He said a concept plan is not mandatory but if the concept is utilized and building occurs – it was because the initial decision came from the administration. Therefore, if someone comes to the city council with a focus on development related to a concept, it is not helpful for the record or to defend the record - if decisions for making a zone change are based upon a concept plan. He stressed due to the separation of powers; concept plans are administrative decisions, and as a result, for future zone changes, Mr. Critchfield advised the council to not get caught up in ‘ideas’ or concept plans - but keep discussions and focus on zoning regulations.

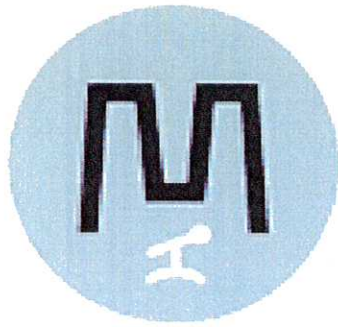
Mr. Hales confirmed, it was fine for the council to listen to possible ideas related to zone change requests, but the council should only focus on what the current zone allows. Mr. Critchfield agreed –if a concept is found favorable, encouragement was fine, however, the focus should always be on current zoning – because a development plan can always change.

Mr. Brass noted a recent zone change request on Fashion Boulevard for a dentist office, which was denied, even though the idea was convenient and nice; it was not suitable for the neighborhood.

Announcements: Ms. Lopez made several announcements related to coming events for the council members.

Adjournment: 6:10 p.m.

Pattie Johnson
Council Office Administrator II



MURRAY
CITY COUNCIL

Discussion Item #1



MURRAY


Power Department

Power Department Quarterly Report

Council Action Request

Committee of the Whole

Meeting Date: May 21, 2019

Department Director Blaine Haacke	Purpose of Proposal Discussion of Power Department issues and an update of ongoing projects.
Phone # 801-264-2715	Action Requested Informational. Updating council on issues relevant to the day to day operations of the Power Department.
Presenters Blaine Haacke	Attachments None
	Budget Impact None
Required Time for Presentation 30 Minutes	Description of this Item In particular, in this COW meeting, a representative from UAMPS will be available for a Small Modular Nuclear (SMR) update. Murray has shown interest in the exploratory and investigative process of licensing the innovative power source at the Idaho National Lab (INL) site. UAMPS will offer a quick review of the status of the plant and the timetable for the short and long term project.
Is This Time Sensitive No	
Mayor's Approval 	Time permitting, the Power Department will also update the Council on other aspects of the Department, including: hydro generation, summer season load coverage, outage reports, IPA renewal status, existing IPA plant decommissioning plans, and other pertinent power issues.
Date May 7, 2019	



To: UAMPS Carbon Free Power Project Participants

From: UAMPS Staff

RE: Uranium Watch Bulletin

Date: May 2, 2019

Introduction & Background

Uranium Watch (UW), a non profit based in Moab, Utah, sent a bulletin (UW Bulletin) to some UAMPS participants in the Carbon Free Power Project (CFPP) identifying UW's perceived concerns with aspects of the Nuclear Regulatory Commission (NRC) licensing that will be required for UAMPS and NuScale. The purpose of this memorandum is to address the UW concerns and specifically explain why those concerns are not valid. For UW assertions related to the NuScale Design Certification Application (DCA) process, UAMPS has coordinated with NuScale on the responses provided below. The UW Bulletin is attached hereto for ease of reference. This memorandum may be shared publicly with your governing bodies or ratepayers.

UW Assertion #1: NuScale's 2021 date for the Nuclear Regulatory Commission (NRC) approval of the NuScale Design Certification Application (DCA) does not consider the required NRC Rulemaking process, which extends the DCA approval schedule for a year or more—to at least 2022.

UAMPS Response: UW confuses the NRC's approval process for finalizing NuScale's design certification. The Final Safety Evaluation Report (FSER) is scheduled to be complete in September 2020 and rulemaking certifying NuScale's design is scheduled to be complete in January 2021. UW is incorrect in asserting that rulemaking would take "at least one year" after issuance of the FSER. For example, the NRC issued its FSER for the AP1000 in September 2011, and published the final rule in December 2011, a timeframe comparable to that for NuScale. Rulemaking for the NuScale DCA is expected to commence after issuance of the Advanced SER with no open items in December 2019 which supports completion of rulemaking in January 2021.

UW Assertion #2: UAMPS Combined Construction and Operation Application (COLA)UAMPS has indicated that they intend to submit a COLA in the fall of 2020—before the finalization of the DCA. If that is the case, the NRC would still not be able to completely review and make decisions regarding the COLA until after the DCA is complete. The DCA process includes making determinations regarding the kinds of information must be included in a COLA. Therefore, the DC review and approval process pushes back the COLA review and approval process.

First, the timing of UAMPS submittal of its COLA quoted by UW is no longer correct; UAMPS has chosen, based on discussion with CFPP Participants, not to move forward with COLA development at a pace to support a fall 2020 submittal. UAMPS current schedule for COLA submittal is late summer 2021; ultimately, UAMPS will optimize the schedule for COLA submission for the CFPP in coordination with and in the best interest of the UAMPS members in the CFPP.

Second, a COLA and DCA can be submitted and reviewed concurrently; the FSER for NuScale's design needs to be complete prior to the NRC issuing UAMPS a license to construct and operate the CFPP. Under the design centered review approach (DCRA), which the NRC has exercised on other designs, each issue is reviewed one time, in one application. Issues reviewed as part of the DCA do not get re-reviewed in the COLA. The information from the DCA is "incorporated by reference." The NRC has demonstrated this regulatory precedent and is a fundamental aspect of Part 52 NRC licensing regulations, the licensing regulations under which both NuScale and UAMPS are using for approval.

In summary, UW's assertions that the schedule for NRC completing rulemaking for NuScale's design and corresponding delays to UAMPS COLA schedule are both incorrect.

UW Assertion #3: There is little basis for UAMPS schedule for NRC approval of their Combined Operational License Application (COLA), site preparation work, or commencement of operation.

COLA Schedule: UAMPS has been evaluating the schedule for developing its Combined Operational License Application (COLA) for the CFPP since 2016. Significant UAMPS staff time along with support from outside consultants has been devoted towards the planning for the COLA. Dating back to 2014, UAMPS began interfacing with the NRC to begin daylighting potential issues that may arise in developing its COLA to begin strategizing how to address those issues to ensure UAMPS develops a complete COLA that will be timely docketed and reviewed by the NRC. UAMPS has continued with these pre-application engagement activities with the NRC.

As discussed above, UW is also incorrect in the timing of UAMPS submittal of its COLA; UAMPS has chosen not to move forward with COLA development at a pace to support a fall 2020 submittal. UAMPS current schedule for COLA submittal is late summer 2021.

For a COLA utilizing the NuScale design, two important site-specific reviews related to the COLA are emergency preparedness and physical security. NuScale is addressing both these issues in conjunction with potential customers now and not waiting for COLA submittal. The NRC has been reviewing NuScale's emergency preparedness methodology since Fall 2015 and NuScale expects approval late in 2019 or early 2020. Similarly, NuScale is developing a

ethodology that will address physical security requirements and has been engaging the NRC on this approach. NuScale expects resolution on these items in time to support COLA approval. NRC will issue a review schedule upon accepting the COLA for review, and the project schedule will be recast with that information in hand.

Site Preparation Work: UAMPS has not made a decision whether to proceed with a limited work authorization (LWA). Our current estimate is that an LWA may not be necessary. To clarify, LWAs are only required with respect to certain nuclear construction, as defined by the NRC. Pre-construction site work can be done without an LWA. Thus, it is premature to conclude that an LWA is necessary to meet the desired commercialization date.

Commencement of Operation: 2026 — Installation of One Nuclear Power Module; 2027 — Installation of Twelve Nuclear Power Modules

UAMPS Response: These commercial operation date timeframes are based on reasonable assumptions for the NRC regulatory processes for NuScale's DCA and UAMPS COLA as well as forecasted construction timeframes.

UW Assertion #4: A NuScale SMR power uprate—from 600 Megawatts to 720 Megawatts—requires a lengthy NRC application and approval process.

NuScale currently intends to submit the power uprate, and other design changes that improve the economics of the design, in the form of a Standard Design Approval (SDA). The SDA will be submitted in advance of the COLA. NuScale has begun pre-application engagement with the NRC on the SDA: the same process it used with DCA and with demonstrated benefit of schedule adherence for the DCA review. NuScale estimates that such a review should not require more than 24 months as the NRC has in-depth knowledge of the design.

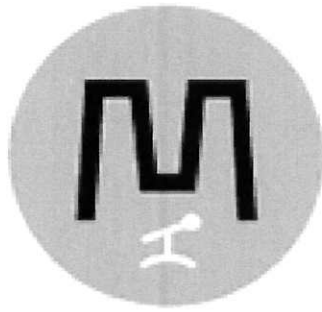
The power uprate in the case of NuScale is not as challenging as that for power uprates to existing designs, and should not be compared to that process. Existing plants have the complexity of increasing power while minimizing impact on an existing facility, and typically have tighter design margins. NuScale is not encumbered by the constraints of an already built and operating facility, allowing NuScale to optimize the design for the new power rating and high margins. Design issues unrelated to the uprate will have been addressed through the DCA or design issues related to the uprate will be in the process of being reviewed by the NRC as part of the SDA process. Design changes between initial design certification and COLA are not unusual and were anticipated by NRC in Part 52. Given that the SDA will be submitted in advance of the COLA and unrelated NuScale design issues will have been evaluated as part of the DCA review, UAMPS does not anticipate any delays in the NRC's review of UAMPS COLA.

Conclusion

The assertions raised in UW Bulletin are without merit for the reasons discussed above. The NRC is a complex regulatory agency that is tasked first and foremost with protecting the public. While UW spends considerable time and effort monitoring the NRC, UW fails to have a firm understanding of the nuances of the NRC regulatory processes raised in its bulletin. UAMPS will continue to monitor NuScale's progress through the DCA and SDA processes and work with NRC through pre-application engagement activities to inform its COLA development and submittal to ensure a timely review that works for UAMPS participants in the CFPP. In summary, the assertions made in the UW Bulletin are incorrect for the following reasons:

- (1) NuScale's design certification rulemaking will commence after the Advanced Safety Evaluation Report is issued with no open items providing for final certification of NuScale's design by January 2021;
- (2) UAMPS has been undertaking thorough planning related to developing and submitting its COLA and relatedly the commercial operation dates are based on such planning; such planning will continue in close coordination with the NRC, UAMPS external experts while working with its members participating in the Project so COLA development is at a pace that is commensurate with the UAMPS participants needs; and
- (3) the uprate process will not be part of UAMPS COLA but rather will be completed through the SDA process to be initiated by NuScale; a process which is already under discussion with the NRC and will be monitored closely by UAMPS to inform development and submittal of its COLA.

If there are any question related to this memorandum, please do not hesitate to reach out to UAMPS staff.



MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY


City Attorney - Risk Management Division

Risk Trends

Council Action Request

Committee of the Whole

Meeting Date: May 21, 2019

Department Director G.L. Critchfield Phone # 801-264-2640 Presenters G.L. Critchfield Jordan Knight Required Time for Presentation 15 Minutes Is This Time Sensitive No Mayor's Approval  Date May 8, 2019	Purpose of Proposal Presentation regarding trends in risk Action Requested Informational only Attachments PowerPoint Budget Impact n/a Description of this Item The City Council requested a presentation on the trends that Risk tracks for the City.
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MURRAY CITY

Risk Management

Jordan Knight
Lauree Roberts
(5/21/2019)

RISK

Defined:

- ❖ The Probability of Loss or Injury.
- ❖ The chance of something happening that will have an impact upon objectives.

– *Merriam Webster*

RISK MANAGEMENT

Defined:

- ❖ Reducing Liability & Loss Through a Planned Program of:
 - ❑ Education. Prevention. Control. Evaluation.
- ❖ The Discipline That Allows an Entity to Succeed.
 - ❑ AND – Success/Improvement to Occur.
- ❖ Hope For the Best, Prepare For the Worst.
- ❖ It's Important to Take Risks, it's Idiotic to Take Them Blindly.

RISK APPETITE

Defined:

- ❖ The Amount of Residual Risk That an Entity is Willing to Accept.

Methods For Handling Risks

1. Risk Avoidance

- ❑ Best Approach, But Difficult To Do.

2. Risk Mitigation

- ❑ Most Common

3. Risk Transfer

- ❑ Insurance Policies; Contracts

4. Risk Retain

- ❑ Assume The Risk – (Either intentionally or inadvertently).

State of The Risk Program





MURRAY CITY UTAH




[Information Technology](#)
[Library](#)
[Mayor's Office](#)
[Municipal Justice Court](#)
[Murray Parkway Golf Course](#)
[Murray Senior Recreation Center](#)
[Parks & Recreation](#)
[Police](#)
[Public Works](#)
[Home](#) › [Departments](#) › [Departments I-Z](#) › [Risk & Safety](#)

Risk & Safety

No Risk - No Reward
No Risk Management - No Growth

The Murray City Risk Management Division, under the direction of the City Attorney, oversees the Risk, Health and Safety, and Workers' Compensation Programs of the City. The Division works closely with all City departments to identify, evaluate and control all areas of exposure and potential loss to the City.

Mission Statement

The mission of the Murray City Risk Management Division is to create a safe working environment for all employees, cultivate and promote a safe atmosphere for the surrounding community, and to protect the assets and financial interests of the City from potential loss and liability through the implementation of a comprehensive and effective risk management program.

CONTACT US

Jordan Knight

Risk Manager

[Email](#)

Phone: 801-264-2642

[More Information](#)

Lauree Roberts

Risk Analyst

[Email](#)

Phone: 801-264-2645

[More Information](#)

Power ▶

Recorder ▶

Risk & Safety

Sewer ▶

Stormwater ▶

Streets ▶

Treasurer ▶

Utility Billing ▶

Water

Responsibilities

The Risk Management Division works to achieve their mission through the administration of a multifaceted program the encompasses the following areas of responsibility:

- Workplace Health and Safety
- Employee Injuries and Workers' Compensation Benefits
- Risk Identification and Exposure Assessments
- Loss Control and Prevention Programs
- Policies and Procedures Related to Risk and Safety
- Training Programs Related to Risk, Safety and Accident Prevention
- Insurance Procurement and Management
- Regulatory Compliance
- Incident Investigation and Claims Management
- Subrogation of Damages to City Property
- Special Event Exposures and Liabilities
- Insurance and Indemnification Provisions in City Contracts
- Protection of City Property and Assets
- Facility Inspections and Audits

Incident Reports

Forms

- [Injury Reporting Procedures](#)
- [Employee Incident Report](#)
- [Supervisor Injury Report](#)

Resources

Websites

- [Utah Safety Council](#)
- [Work Med](#)
- [Worker's Compensation Fund](#)

Hours

Monday - Friday
7:00 a.m. - 4:00 p.m.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
March 2019 – (22 Incidents / 31 Days)					1	2
3	4 Property Subrogation (Cemetery)	5	6 WC Injury (Fire)	7 General Liability (Water) Property Subrogation (Water)	8 WC Injury (Police) General Liability (Water)	9
10 Property Subrogation (Power)	11 Property Subrogation (Power) Property Subrogation (Power)	12	13	14 Property Subrogation (Power) Property Subrogation (Power) WC Injury (Fleet)	15 General Liability (Power)	16
17	18	19	20 Auto Liability (Fire) General Liability (Heritage Center)	21	22	23
24 Property Subrogation (Power) WC Injury (Fire)	25 Auto Liability (Police) WC Injury (Police)	26 Auto Liability (Fire) WC Injury (Water)	27 General Liability (Engineering)	28	29	30
31						

Insurance Summary

(8 Insurance Policies / 1 Bond)

#	Policy	Carrier	Premium	Limit	Deductible
1)	Workers Comp	WCF	\$ 294,137	Statutory	N/A
2)	General Liability	States RRG	\$ 182,791	\$10 M	\$ 250,000
3)	Property	AFM	\$ 169,414	\$202 M	\$ 25,000
4)	Crime	Travelers	\$ 4,000	\$1 M	\$ 50,000
5)	Auto - <i>Physical Damage</i>	Great American	\$ 14,160	\$9 M	\$ 25,000
6)	Auto - <i>Overnight Parked</i>	Great American	\$ 8,755	\$8 M	\$ 25,000
7)	Cyber	Travelers	\$ 15,547	\$1 M	\$ 25,000
8)	Pollution	Homeland	\$ 2,184	\$1 M	\$ 1,000
9)	Treasurer's Bond	Travelers	\$ 1,748	\$2 M	\$ -
			\$ 692,736		

DATA

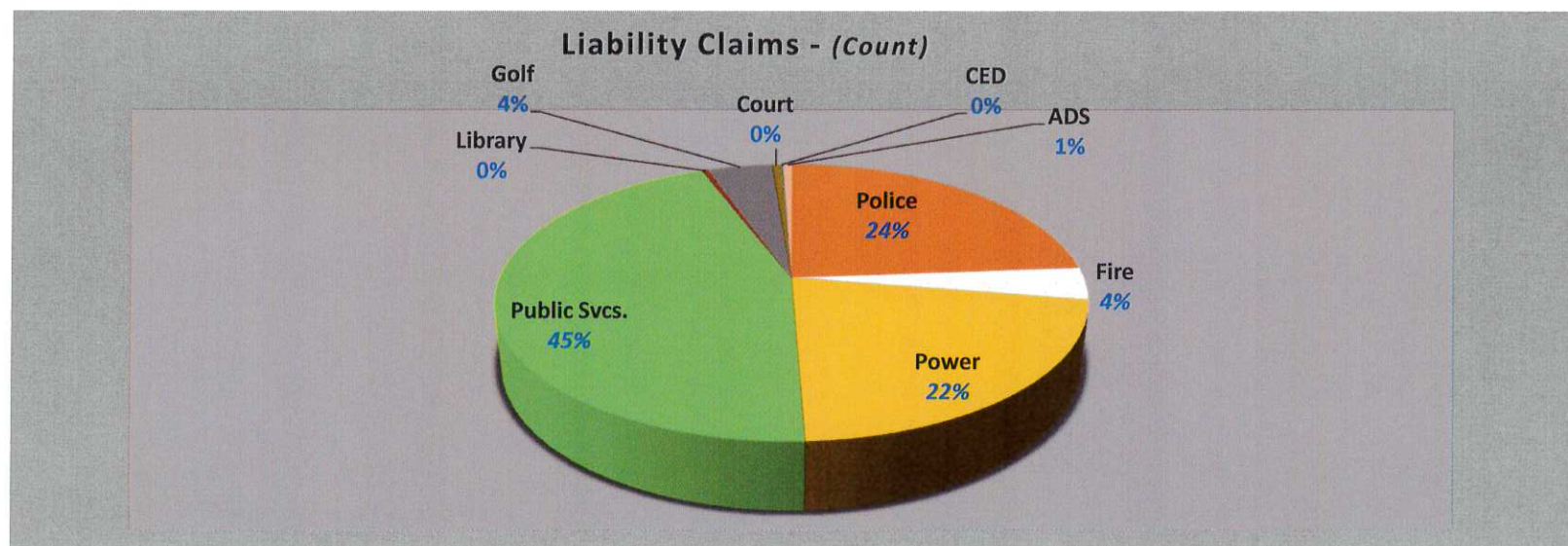
- ❖ **Data is The Foundation of the Risk Program.**
- ❖ **Program is Only as Good as The Data it's Built Upon.**

Liability Claims – Count

(2013 – 2018)

Year	Citywide	Police	Fire	Power	Public Svcs.	Library	Golf	Court	CED	ADS
2013	194	51	3	39	100	1	0	0	0	0
2014	124	25	8	27	56	0	6	0	1	1
2015	108	22	5	23	50	1	4	2	0	1
2016	101	21	0	34	39	0	6	0	0	1
2017	117	34	8	19	42	1	9	2	0	2
2018	128	31	5	26	59	0	7	0	0	0
Total	772	184	29	168	346	3	32	4	1	5

Liability Claims – Count (2013 – 2018)

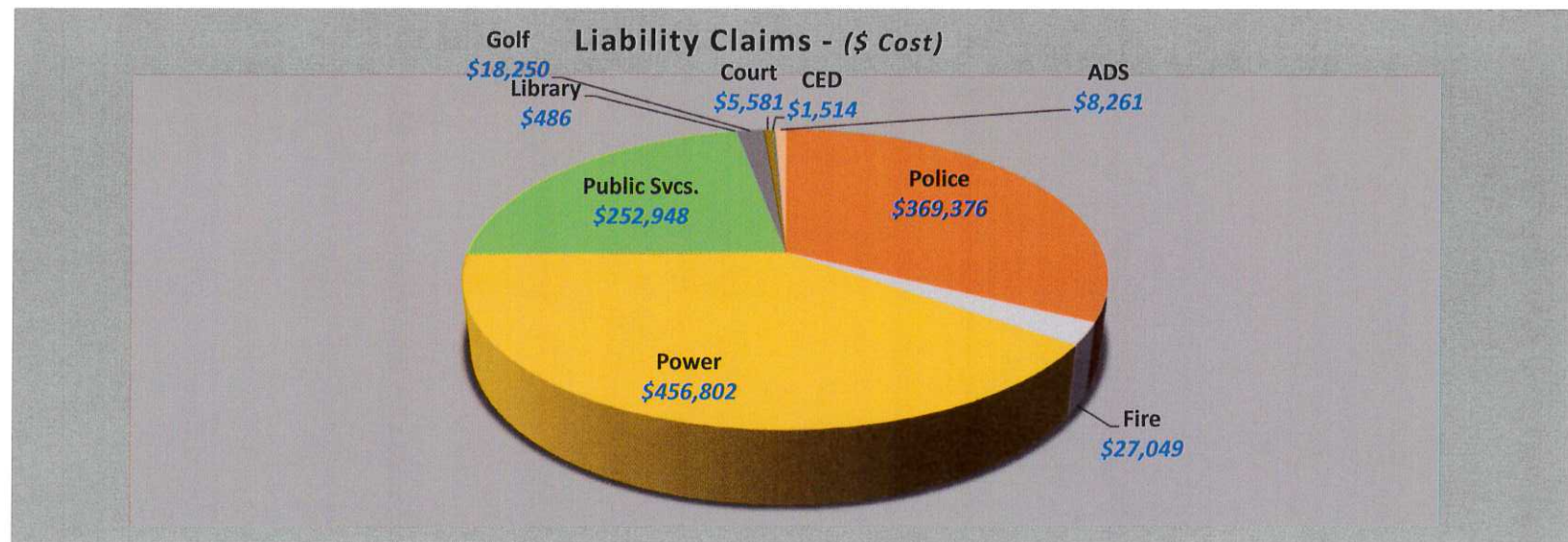


Liability Claims – Cost \$

(2013 – 2018)

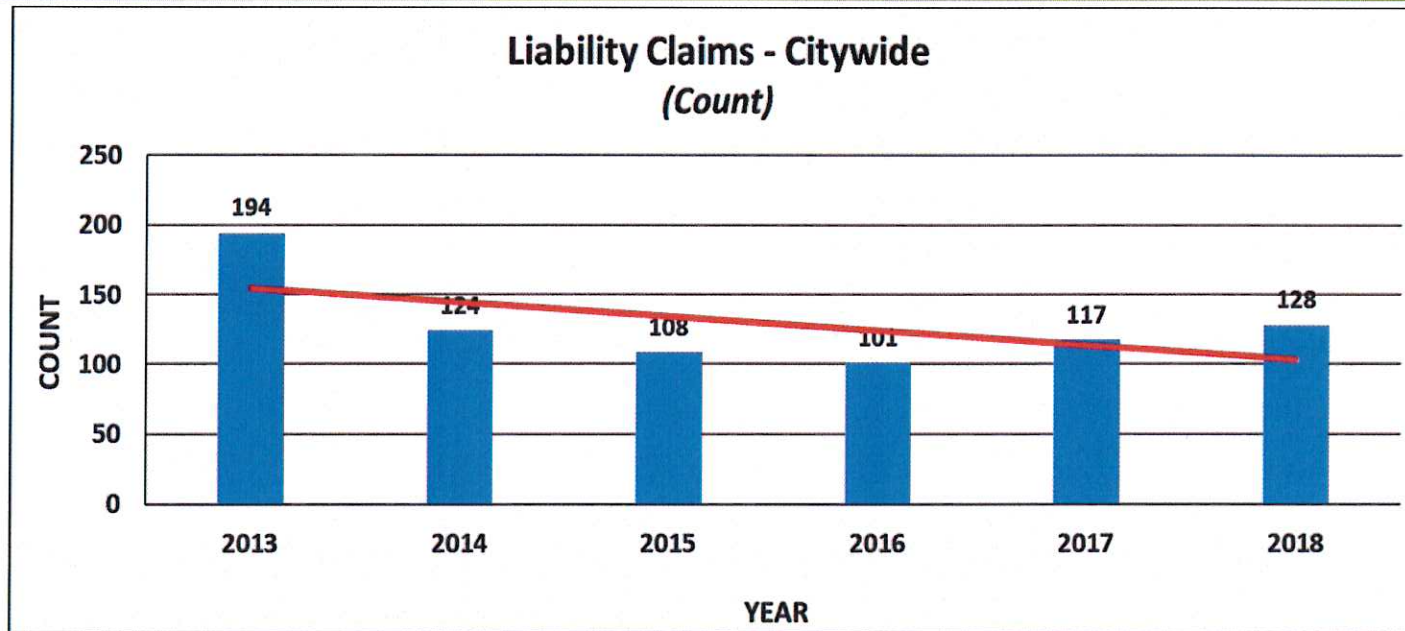
Year	Citywide	Police	Fire	Power	Public Svcs.	Library	Golf	Court	CED	ADS
2013	\$ 225,097.45	\$106,631.80	\$ 3,013.50	\$ 34,588.77	\$ 78,570.20		\$ 886.62		\$1,219.06	\$ 187.50
2014	\$ 211,736.00	\$ 60,842.00	\$13,195.00	\$116,927.00	\$ 18,442.00		\$1,847.00		\$ 295.00	\$ 188.00
2015	\$ 236,948.96	\$ 54,667.00	\$ 2,285.96	\$127,209.00	\$ 50,877.00		\$1,307.00	\$ 470.00		\$ 133.00
2016	\$ 163,307.00	\$ 30,744.00		\$100,174.00	\$ 22,518.00		\$3,271.00			\$6,600.00
2017	\$ 131,014.00	\$ 55,378.00	\$ 3,400.00	\$ 22,467.00	\$ 38,009.00	\$ 486.00	\$5,011.00	\$5,111.00		\$1,152.00
2018	\$ 172,163.00	\$ 61,113.00	\$ 5,155.00	\$ 55,436.00	\$ 44,532.00		\$5,927.00			
Totals	\$1,140,266.41	\$369,376	\$27,049	\$456,802	\$252,948	\$486	\$18,250	\$5,581	\$1,514	\$8,261

Liability Claims – Cost \$ (2013 – 2018)



Liability Claims – Count

(2013 – 2018)



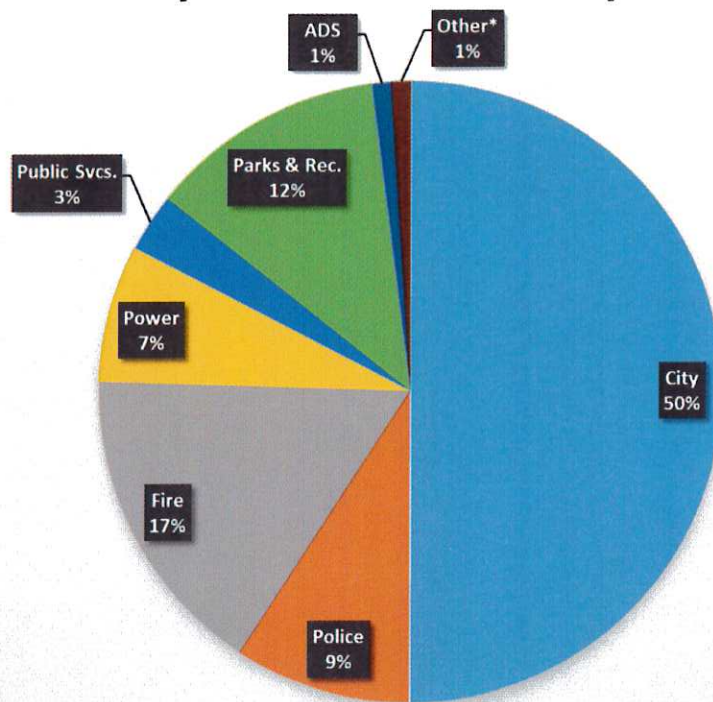
Workers Comp Claims – Count

(2013 – 2018)

NUMBER OF WORKERS COMPENSATION CLAIMS								
	City	Police	Fire	Power	Public Svcs.	Parks & Rec.	ADS	Other*
2013	49	9	16	7	3	12	1	1
2014	39	14	6	7	2	8	1	1
2015	40	12	5	5	5	12	0	1
2016	41	12	12	3	4	9	1	0
2017	46	12	7	11	7	7	0	2
2018	32	10	6	5	3	6	2	0
Totals	247	69	52	38	24	54	5	5
% of City Total	100%	25%	25%	16%	11%	20%	1%	2%
Annual Avg.	44	12	9	7	4	10	1	1

Workers Comp Claims – Count

(2013 – 2018)



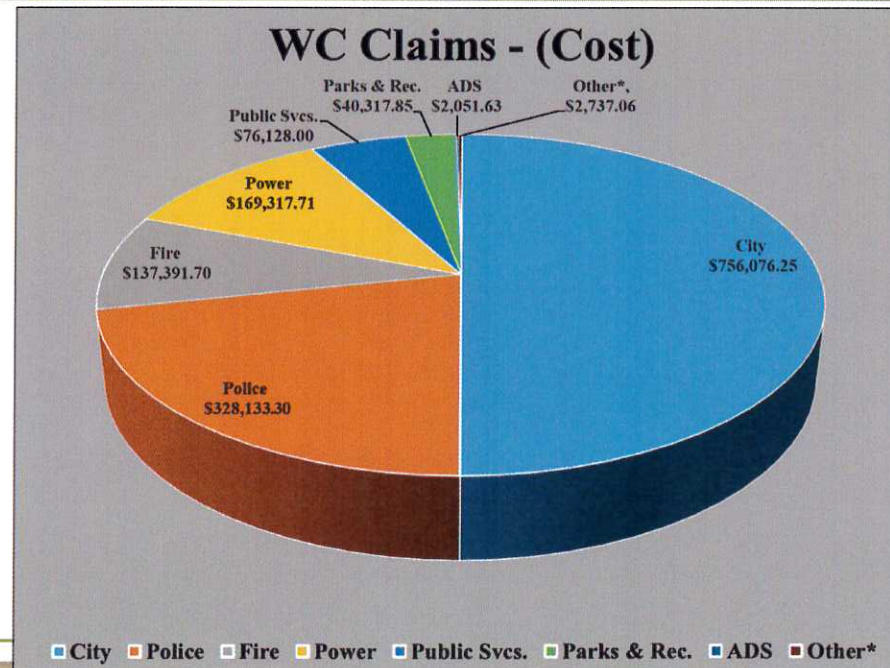
Workers Comp Claims – Cost \$

(2013 – 2018)

TOTAL INCURRED COST OF WORKERS COMPENSATION CLAIMS								
	City	Police	Fire	Power	Public Svcs.	Parks & Rec.	ADS	Other*
2013	\$ 49,831.52	\$ 20,049.00	\$ 16,863.57	\$ 4,905.09	\$ 727.07	\$ 6,590.40	\$ 261.15	\$ 435.24
2014	\$ 258,415.23	\$ 112,079.00	\$ 20,211.33	\$ 105,958.00	\$ 1,522.10	\$ 18,497.32	\$ 147.48	\$ -
2015	\$ 69,196.98	\$ 35,549.00	\$ 19,488.00	\$ 2,745.46	\$ 3,316.97	\$ 6,636.73	\$ -	\$ 1,460.82
2016	\$ 179,482.85	\$ 90,833.00	\$ 65,539.00	\$ 13,711.80	\$ 6,313.21	\$ 2,780.84	\$ 305.00	\$ -
2017	\$ 177,891.67	\$ 63,844.30	\$ 11,844.80	\$ 36,623.36	\$ 63,558.65	\$ 1,179.56	\$ -	\$ 841.00
2018	\$ 21,258.00	\$ 5,779.00	\$ 3,445.00	\$ 5,374.00	\$ 690.00	\$ 4,633.00	\$ 1,338.00	\$ -
Totals	\$ 756,076.25	\$ 328,133.30	\$ 137,391.70	\$ 169,317.71	\$ 76,128.00	\$ 40,317.85	\$ 2,051.63	\$ 2,737.06
% of City Total	100%	28%	19%	24%	7%	22%	0%	0%
Annual Avg.	\$ 171,950.22	\$ 47,233.54	\$ 33,175.83	\$ 41,052.18	\$ 12,682.88	\$ 37,374.46	\$ 89.20	\$ 342.13

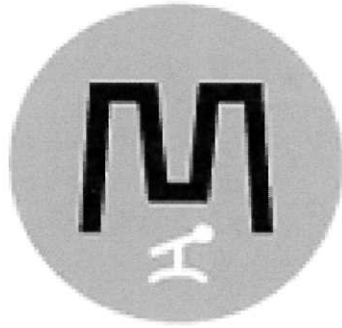
* "Other" = HR, Finance, Attorney, Court, Library

Workers Comp Claims – Cost \$ (2013 – 2018)



Questions

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MURRAY
CITY COUNCIL

Discussion Item #3



MURRAY

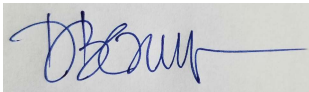
Parks and Recreation Kim Sorensen

Resolution approving TRCC agreement with Salt Lake County

Council Action Request

Committee of the Whole & Council Meeting

Meeting Date: May 21, 2019

Department Director Kim Sorensen Phone # 801-264-2619 Presenters Kim Sorensen, Lori Edmunds Required Time for Presentation 15 Minutes Is This Time Sensitive Yes Mayor's Approval  Date April 24, 2019	Purpose of Proposal Agreement with Salt Lake County for contribution of TRCC Funds to assist with financing the restoration of the Murray Theater. Action Requested Approve and authorize execution of interlocal agreement with Salt Lake County for TRCC Funds. Attachments Resolution, Interlocal Cooperation Agreement Budget Impact Positive reimbursement of up to \$3,636,500 for the restoration of the Murray Theater. Description of this Item Murray City owns the Murray Theater and desires to restore the building for public use. Estimate cost to refurbish the theater is \$7,360,164 Salt Lake County (TRCC Funds) agrees to reimburse up to (\$1,618,250) in 2019 and up to (\$2,018,250) in 2020, for a total of (\$3,636,500) .
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RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN MURRAY CITY CORPORATION AND SALT LAKE COUNTY FOR A CONTRIBUTION OF TRCC FUNDS TO ASSIST IN FINANCING THE RESTORATION OF THE MURRAY THEATER.

WHEREAS, Murray City (the "City") and Salt Lake County ("County") are public agencies as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et. seq. (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively on the basis of mutual advantage in order to provide facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the County receives funds ("TRCC Funds") pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 et seq. (the "TRCC Act"). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities; and

WHEREAS, in 2018, the City requested TRCC Funds from the County to help it fund the project described in its TRCC Application. More specifically, the City requested TRCC Funds to help finance the restoration of the Murray Theater; and

WHEREAS, the benefits of a remodeled Murray Theater will include a multi-functional cultural arts facility with permanent seating for a performance venue that reflects the Murray Theater's historic use with some alterations conducive to small theater productions and that may be used for city productions and events as well as public events. The County Council appropriated TRCC Funds for this purpose in the 2019 Salt Lake County Budget; and

WHEREAS, the City and the County now desire to enter into the Interlocal Cooperation Agreement attached hereto as **ATTACHMENT A** (the "Interlocal Agreement") wherein the City agrees to abide by the terms and conditions outlined in the Interlocal Agreement and the County agrees to reimburse City with grant TRCC Funds to help fund the Project; and

WHEREAS, the City believes that its use of the TRCC Funds under the Agreement will contribute to the prosperity, moral well-being, peace and comfort of City residents.

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

1. The Interlocal Agreement between Murray City and Salt Lake County is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Mayor is authorized to execute the same.

2. The Interlocal Agreement will become effective as stated in the Interlocal Agreement.

PASSED and APPROVED and made effective this ___ day of _____ 2019.

MURRAY CITY MUNICIPAL COUNCIL

Dave Nicponski, Chair

ATTEST:

Jennifer Kennedy, City Recorder

ATTACHMENT A

(Interlocal Cooperation Agreement between Murray City and Salt Lake County)

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Community Services

and

MURRAY CITY CORPORATION

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for and on behalf of the Department of Community Services (“County”) and **MURRAY CITY CORPORATION**, a municipal corporation of the State of Utah (“City”). County and City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution, and the Department of Community Services is a department of the County pursuant to Salt Lake County Ordinances, § 2.15.010.

B. The City is a municipality and a political subdivision of the State of Utah as provided for in Utah Code Ann. §§ 10-1-201 & 202, 1953 as amended.

C. The County receives funds (“TRCC Funds”) pursuant to the Tourism, Recreation, Cultural, Convention, and Airport Facilities Tax Act, Utah Code Ann. §§ 59-12-601 *et seq.* (the “TRCC Act”). The TRCC Act provides that TRCC Funds may be used, among other things, for the development, operation, and maintenance of publicly owned or operated cultural facilities

D. The City has requested TRCC Funds from the County —through the County’s Cultural Facilities Support Program—to help finance the restoration of the City’s Murray Theater, as described in the City’s Cultural Facilities Support Program (“CFSP”) Application attached hereto as **EXHIBIT A** (the “Project”). The County Council appropriated TRCC Funds for this purpose in the 2019 Salt Lake County Budget.

E. The Parties are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Cooperation Act”), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Cooperation Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

F. The Parties have determined that it is mutually advantageous to enter this Agreement and believe that the County's assistance under this Agreement will contribute to the prosperity, moral well-being, peace, and comfort of Salt Lake County residents.

A G R E E M E N T:

NOW THEREFORE, in consideration of the premises and in compliance with and pursuant to the terms hereof and the provisions of the Interlocal Cooperation Act, the Parties hereby agree as follows:

1 . COUNTY'S CONTRIBUTION.

A. Contribution of TRCC Funds. The County agrees to reimburse up to one million six hundred eighteen thousand two hundred fifty dollars (\$1,618,250.00) in 2019 and up to two million eighteen thousand two hundred and fifty dollars (\$2,018,250.00) in 2020 to the City from its TRCC Funds—for a total of three million six hundred thirty-six thousand five hundred dollars (\$3,636,500.00)—all on the terms and subject to the conditions of this Agreement.

2 . CITY'S OBLIGATIONS AND REPRESENTATIONS.

A. Acknowledgement. The City acknowledges that the TRCC Funds provided to the City under this Agreement are County public funds received pursuant to the TRCC Act and Salt Lake County Code of Ordinances §3.10.030, 3.10.040, and 3.10.051, and therefore must be used for the development, operation, and maintenance of publicly owned or operated recreation, cultural, or convention facilities.

B. Allowable Uses and Limitation on Use.

(i) The City shall use the TRCC Funds provided under this Agreement solely to cover costs incurred by the City to make the improvements described in **EXHIBIT A**.

(ii) The City shall not expend any TRCC Funds on: (a) fund-raising expenditures related to capital or endowment campaigns, grants or re-grants; (b) direct political lobbying, (c) bad debt expense, (d) non-deductible tax penalties, (e) operating expenses that are utilized in calculating federal unrelated business income tax; or (f) in any other manner that would be inconsistent with the use stated in Paragraphs 2A and 2B of this Agreement.

C. Match Requirement. If the City's CFSP Application attached hereto as

EXHIBIT A indicates that the City will make a matching contribution toward the purpose for which TRCC Funds will be used by the City under this Agreement, the City shall make the matching contribution so indicated in the amount specified in the City's CFSP Application. If the City fails to make and expend such a matching contribution prior to October 31, 2019, the County may require repayment of TRCC Funds from the City for noncompliance with this provision.

D. Request for Reimbursement. For each reimbursement request, City shall furnish to County the 2019 TRCC Reimbursement Form, attached hereto as **EXHIBIT B**, together with such invoices or other supporting documentation as County may reasonably require.

E. Deadline to Request Reimbursement of TRCC Funds. All requests for reimbursement under this Agreement must be made on or before October 31 of each fiscal year City is granted funds. If City anticipates being unable to use the TRCC Funds before the October 31 deadline of a particular fiscal year, City may request an extension of time, on or before September 30 of that year. Such request shall be made in writing and directed to the County Community Services Department.

F. Reporting Requirements. For each fiscal year that City requests reimbursement under this Agreement, City shall submit to the County a completed copy of the Disbursement of Funds Report, attached hereto as **EXHIBIT C**, detailing how the TRCC Funds were expended, no later than December 31st of that fiscal year.

G. Recordkeeping. The City agrees to maintain its books and records in such a way that any TRCC Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the TRCC Funds for the purposes specified in this Agreement. The City shall make its books and records available to the County at reasonable times.

H. Public Funds and Public Monies:

(i) The City agrees that the TRCC Funds are "public funds" and "public monies," meaning monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the State or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in the City's possession.

(ii) The City, as the recipient of "public funds" and "public monies" pursuant to this and other agreements related hereto, expressly agrees that it, its officers, and its employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for TRCC qualifying purposes in Salt Lake County. The City understands that it, its officers, and its employees may be criminally liable under Utah Code Ann. § 76-8-402 for misuse of public funds or monies. The City expressly agrees that the County may monitor the expenditure of TRCC Funds by the City.

(iii) The City agrees not to make TRCC Funds or proceeds from such funds available to any public officer or employee or in violation of the Public Officers' and Employees' Ethics Act, Utah Code Ann. §§ 67-16-1, *et seq.* (1953, as amended).

I. Right to Verify and Audit. The County reserves the right to verify application and evaluation information and to audit the use of TRCC Funds received by City under this Agreement, and the accounting of such use. If the County requests an audit, the City agrees to cooperate fully with the County and its representatives in the performance of the audit.

J. Noncompliance. The City agrees that the County may withhold TRCC Funds or other funds or require repayment of TRCC Funds from the City for noncompliance with this Agreement, for failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

K. Representations.

(i) No Officer or Employee Interest. The City represents and agrees that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

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

3 . GENERAL PROVISIONS:

A. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

B. Term of Agreement. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney

for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, and (iv) the filing of a copy of this Agreement with the keeper of records of each Party (the “Effective Date”). This Agreement shall terminate upon the City’s full expenditure of the TRCC Funds received under this Agreement and upon the City’s completion of the associated reporting requirements described in Paragraph 2E above, unless terminated earlier as provided in Paragraphs 3H, 3I, and 3J below. However, the City’s obligations in Paragraphs 2H, 2I, 2J, and 2K above and Paragraph 3E below shall survive the expiration or termination of this Agreement.

C. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

(i) This Agreement shall be authorized as provided in Section 11-13-202.5 of the Interlocal Cooperation Act.

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.

(iii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

(iv) The term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.

(v) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(vi) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(vii) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the County Mayor and an officer vested with the executive power from the City are hereby designated as the joint administrative board for all purposes of the Interlocal Cooperation Act.

D. No Obligations to Third Parties. The Parties agree that the City’s obligations under this Agreement are solely to the County and that the County’s obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

E. Agency. No officer, employee, or agent of the City or the County is intended to

be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

F. Governmental Immunity, Liability, and Indemnification.

(i) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(ii) Liability and Indemnification. The County and the City agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the City will have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. However, the City shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the "Indemnified Parties") from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; or (iii) the City's use of the TRCC Funds. The City agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

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

H. Non-Funding Clause.

(i) The County has requested or intends to request an appropriation of TRCC Funds to be paid to the City for the purposes set forth in this Agreement. If TRCC Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute TRCC Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to contribute TRCC Funds to the City in succeeding fiscal years. The County's obligation to contribute TRCC Funds to the City

under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(ii) If TRCC Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which TRCC Funds were last appropriated for contribution to the City under this Agreement.

I. Termination.

(i) Event of Default. The occurrence of any one or more of the following constitutes an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a thirty (30)-day period commencing upon the County's written notice to the City of the occurrence thereof.

(b) The City no longer plans to use the TRCC Funds for the purposes and in the manner specified in this Agreement.

(c) The City no longer qualifies for receipt of TRCC Funds under the laws of the State of Utah or under Salt Lake County ordinances or policy.

(d) The County's determination to contribute TRCC Funds to the City under this Agreement was based upon the submission of erroneous information, or the County reasonably determines that any representations made by the City under this Agreement are untrue.

(ii) County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further contributions of TRCC Funds to the City; and/or

(b) Seek repayment of any TRCC Funds previously paid to the City under this Agreement; and/or

(c) Terminate this Agreement.

(iii) Termination Prior to Disbursement. The County may terminate this Agreement for convenience by providing thirty (30)-day's written notice specifying the nature, extent and effective date of the termination. However, the County may not terminate this agreement once the TRCC Funds have been provided to the City and have been expended by the City for the purposes set forth by this Agreement.

J. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

K. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

L. Compliance with Laws. The Parties shall comply with all applicable statutes, laws, rules, regulations, licenses, certificates and authorizations of any governmental body or authority in the performance of its obligations under this Agreement, including, but not limited to, those laws requiring access to persons with disabilities as well as the laws governing non-discrimination against all protected groups and persons in admissions and hiring.

M. Records. Financial records, supporting documents, statistical records and all other records pertinent to this Agreement and the TRCC Funds provided under this Agreement must be kept readily available for review by the County from time to time upon the County's request. Such records must be retained and maintained for a minimum of three (3) years after the end of a budget period. If questions still remain, such as those raised as a result of an audit, records must be retained until completion or resolution of any audit in process or pending resolution. Such records may be subject to the Utah Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 *et seq.*

N. Assignment and Transfer of Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to compensation under this Agreement without prior written consent from the County. The City shall use the TRCC Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

O. Amendments. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by both Parties. If the amendment or modification is material, the instrument shall be: (i) approved by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of any amendment, change, modification or alteration of this Agreement by the appropriate person or persons for the County and the City, respectively, (ii) executed by a duly authorized official of each of the Parties, (iii) submitted to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and executed by each respective attorney, and (iv) filed with the keeper of the records of each Party.

P. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement will remain operative and binding on the Parties.

Q. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

R. Warrant of Signing Authority. The person or persons signing this Agreement on behalf of the City warrants his or her authority to do so and to bind the City. The County may require the City to return all TRCC Funds paid to the City based upon a breach of warranty of authority.

S. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2019

Approved by:

DEPARTMENT OF COMMUNITY SERVICES

By _____
Holly Yocom
Department Director

Dated: _____, 2019

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By Dianna R. Orcutt
Deputy District Attorney

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE CITY

MURRAY CITY

By _____

Name: _____

Title: _____

Dated: _____, 2019

Attest:

_____, City Recorder
Date signed: _____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 2019

EXHIBIT A

City's Cultural Facilities Support Program Application

Salt Lake County
CFSP
Community Services CFSP
Cultural Facilities Support Program (CFSP) 2018
11/26/2018 deadline

Murray City Corporation Murray Theater renovation

Jump to: [Application Questions](#) [Budget Details](#) [Documents](#)

USD\$ 3,636,500.00 Requested

Submitted: 4/20/2018 10:51:08 AM (Pacific)

Project Contact

Lori Edmunds

L.Edmunds@murray.utah.gov

Tel: 801-264-2620

Additional Contacts

ksorensen@murray.utah.gov, dhill@murray.utah.gov

Murray City Corporation

5025 South State
Murray City
Murray City, UT 84107
United States

Telephone 801-264-2620
Fax 801-264-2507
Web www.murray.utah.gov

Mayor, Murray City

Mayor Blair Camp

bcamp@murray.utah.gov

Application Questions [top](#)

All Applicants

1. Organization Overview: History, programs & services offered, audiences served.

History:

Murray hosts a strong core of local art organizations with a long track record.

Founded in 1975, the Murray Symphony Orchestra features 80 musicians and presents five local concerts each year. The Murray Arts Council, formed in 1977, presents an annual musical in the Murray Park Amphitheater with an occasional winter show if space can be found. The 50-member Murray Concert Band presents four concerts each year and the Ballet Center in Murray produces two winter ballets in their dance studio and one ballet as part of the summer Murray Arts in the Park Season.

In 1987, Murray City created the Murray Arts Advisory Board to oversee community art development and to coordinate programming and grant funding for the existing art organizations. In 1992, the Murray City Cultural Arts department was created under the Parks and Recreation Department and hired a paid staff person to coordinate art programs and events. In 2018, an additional full-time staff member was added to support the extensive arts programming for the city.

Programs and Services Offered:

The Murray City Cultural Arts staff has created year-round cultural activities including many arts-in-education projects and residencies, workshops and camps, musicals, storytelling residencies, city festivals, and visual art exhibits. This year, they will produce two summer musicals, free weekly summer lunch and children matinee performances, four family night concerts at the Senior Center, 10 elementary after school musicals, a Halloween writing and storytelling event, storytelling residencies at 12 locations ending with a city festival, monthly artists on display, two community visual art exhibits, a touring musical theater production for children, Missoula Children's Theater residency and performances, summer art and drama camps, and a literary competition. The summer and winter series, created together with local performing arts organizations and the school community, have been successfully operating since 1990 with nine summer productions (26 performances) in the amphitheater and 20-22 high school and community productions in the winter.

Audiences Served:

Murray City art programming, targets a wide range of individuals and organizations. Although heavily focused on amateur participants, it also involves professional direction and performances. It implements a significant amount of programming for youth and provides opportunities for participation in and enjoyment of the arts for the general public, seniors, families, and special needs patrons. These patrons come from every zip code in Salt Lake County as well as customers from all surrounding counties of Tooele, Weber, Davis, Utah, Summit, and even nearby Cheyenne Wyoming.

2. Project Description.

The Historic Murray Theater was built in 1938 as a motion picture venue and opened its doors for the public on October 28th. The first film was Irving Berlins, "Alexander's Rag Time Band" with Tyronne Power and Ethel Merman. Show prices were 20 cents for matinees and 25 cents after 6 p.m. Since then, there have been various owners hosting diverse activities such as Utah Repertory Theater and professional wrestling. It boasts performances of superstars Judy Garland and Adele. In May of 2001, the theater was listed on the National Register of Historic Places. In 2015, Murray City purchased the 77-year-old structure with the purpose of rehabilitating it into a cultural arts facility. The façade is an excellent example of Art Moderne complete with rounded corners, horizontal windows and a vertical marquee serving as a landmark along the still heavily traveled State Street.

At the beginning of the feasibility study, the architects invited and met with various art and community groups in two meetings. A total of 41 individuals attended representing 12 groups from a range of interests in theater, music, dance, film, and general community organizations. The groups were given a tour, so they could visualize the current space and the overall space limitations of the existing building. Because of those meetings, city leaders determined they wanted permanent seating for a performance venue that reflected its historic use with some alterations conducive to small theater productions which has been mostly nonexistent due to lack of available community space. They also did not want to replicate the larger performance spaces already available in school facilities with larger stage areas and audience capacity.

The subsequent design added a basement to provide for a green room, dressing rooms, and adequate restrooms for performers. The stage area was also adjusted to allow for backstage cross over and a retractable apron. For the most part, these additions also provided appropriate space for concerts, films, and community meetings as identified by local community groups.

The proposal to restore the theater will be multi-functional. It will be used for city productions and events, as well as public events. The City will use it for small scale winter musicals, film festivals, Missoula Children's Theater, Art's Power touring theater, Haunted Tales, the Storytelling Festival, rehearsal space for summer amphitheater productions, Saturday matinees, as well as night time movies, community meetings, visual art exhibits and possibly a Sundance Film Festival resource and will be rented to the public to create a revenue stream.

The facility will include:

- 320 -350 seats
- 3-piece retractable apron on the stage doubling as a small orchestra pit when it is down
- 2 dressing rooms
- 1 green room
- 2 offices
- 2 programming/rehearsal spaces
- Concession area
- Men and women's restrooms for patrons as well as performers
- Projector room
- Mechanical and storage areas

The design team intends to keep the facility as close to the original 1938 theater aesthetics as possible

3. How does the project fit within the Cultural Facilities Visions & Principles? (see Guidelines & Policies)

VISION:

The Murray Theater captures the county vision of a "broad array of cultural facilities which are distributed throughout the county, of varying types and sizes for community based and professional purposes, and which serve neighborhoods, cities, and the entire region." It will provide a smaller size venue in Murray City located in a highly visible transportation corridor that serves a regional hospital and its large population of patients and their families.

Murray City values professional arts organizations, community arts organizations, and community participation and enables and enhances the development of local arts communities. The professional consulting firm has incorporated space and technical aspects in the design that can meet the needs of both professional and amateur groups. This facility would provide year-round indoor space and programming options will expand significantly. It will provide a uniquely sized performance venue for both smaller professional and amateur ensembles made up of members from our larger symphony and band organizations. It will also provide much needed space for smaller theater productions by our local theater groups and the potential of an added children's theater component involving many youth. With the nearby regional medical facility, a new performance series would be highly successful.

Murray City values the needs of individual artists and organizations across all artistic disciplines. This facility design emphasizes the performing arts in theater and music that includes elements of dance, theater, music, and set design. There will be some opportunities for class instruction and art exhibits.

Murray City fosters collaboration. This facility design is a result of collaboration with local arts organizations, other

community, local business, and school groups in need of space. Murray City partnered with the school district financially to access weekly rehearsal and performance space by contract for the larger symphony and band organizations at the newly built Hillcrest Jr High. Murray High School has some additional facility needs that cannot be accommodated in their own school facility and this creates an opportunity to reciprocate with the Murray School District. In addition, the Murray School District facility coordinator turns away many requests by other groups because the schools are too busy during the school year. The much needed end of school year cleaning, limits access to performance space in the summer and the theater would help alleviate demands by local groups. There is also a strong potential for a new "season" element at this facility.

The Murray Theater will act as a tool for sustainable cultural and economic development in the county. Located in Murray's city center, the theater will enhance a strong, existing cultural center with nearby businesses of Desert Star Playhouse, Day Murray Music, Ballet Center in Murray, and its own programming in nearby Murray Park and the Murray Park Amphitheater. Demand for nearby cultural experiences has expanded significantly with the Intermountain Regional Medical Center and its International doctor training center and associated meeting spaces and hotels located within a few blocks of this arts venue.

4. Evidence of local support and community need justifying the project.

Upload supporting documents (documents tab) including: press coverage of your proposed project; feasibility study results if applicable; letters of support from community, donors, or other arts & cultural organizations in your area; etc.

Murray City has a cohesive art community and has been cultivating their cultural arts audience for 25 years. Public support from Murray City's FY 2016-17 Zoo Arts and Parks grant application documented combined art activities that served a diverse and active audience of 37,704 patrons with 2559 artists/performers.

People in Murray support all forms of art and have been especially supportive of performing arts since the conception of the amphitheater in 1990. Having an indoor facility will further enhance the experience of the patrons as it will allow for additional winter shows.

Other community art groups would use the theater as well including, the Murray Concert Band, Murray Arts Council, Murray School District, Excellence in the Community, The Murray City Chamber of Commerce and possibly Intermountain Regional Medical Center.

During the winter, the City heavily relies on school facilities for programming. During summer when and if the schools are available, it is difficult to use the buildings due to the summer cleaning and refinishing schedules. If they are available, it is with a cost.

5. Evidence the project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.

Owned and leased by various owners over the past 15-20 years, the Murray Theater was rented 1-2 times a week by groups who wanted a space that could seat between 150-300 people, verifying the demand for the facility and that the proposed seating capacity will work well for both internal productions and outside rental. Utilizing the smaller stage space and seating capacity, the Murray Theater is designed to meet the needs of smaller performance and theater groups producing a welcoming and intimate experience. During the colder months theater performances produced by the Murray Arts Council, Murray Concert Band and Murray Symphony occur at Murray High School and Hillcrest Junior High School. Attendance has averaged between 75-275 patrons per night. The city storytelling festival, film festival, and Missoula Children's Theater attendance range from 50-150 patrons. Murray City has determined that the capacity for the Murray Theater should be at least 300 to meet the future growth of these performances.

Please refer to FY2016-17 Winter Series attendance summary.

6. Detail how the project is integral to your organization's mission.

Murray City Cultural Arts includes two advisory boards with separate mission statements defined in city ordinance which reflect the art and history components of the City under the direction of one city administrator.

The Murray Arts Advisory Board's mission is to promote the development, awareness and appreciation of, and participation in the cultural arts and humanities in the City.

The Murray History Advisory Board's mission is to identify, document, preserve and interpret the city's historic resources to promote awareness, understanding, appreciation, and preservation of Murray's heritage and foster community identity and pride.

Murray City plans to aggressively pursue the rebuilding of its downtown area. The Murray City Center District (MCCD) is envisioned as the commercial, civic and cultural center for the community and a new mixed-use district intended to enhance physical, social and economic connections by redeveloping "downtown" Murray City resulting in a richer, more vibrant cultural environment. By Rehabilitating the theater and bringing it back to its original use as cultural facility, it will not only return vitality to the area, but it will instill a sense of pride for the residents and all who patronize it.

7. Describe how your current project funding has been secured.

The Murray City Mayor's Office along with the City Council are supporting this project. The City purchased the building in 2015 for \$600,000 and paid \$31,000 for a feasibility study. In addition to matching the grant funds of Salt Lake County's Cultural Facility Support Grant request, we plan to seek additional funding from the Utah State Legislature and private foundations including the George S. and Dolores Eccles Foundation, Sorenson Legacy Foundation, Wheeler Foundation, and Wells Fargo Foundation.

8. Document your ability to raise the required project funds.

Murray City recently completed the Murray Park amphitheater renovation project of approximately \$3 million with funds secured from Murray City, Salt Lake County, and private funds from George S. and Dolores Dore Foundation, Sorenson Legacy Foundation, and Wheeler Foundation. Murray City Cultural Arts also raised \$13,000 in individual donations for a public art piece in less 4 months. The community has shown their support for the arts through longstanding arts program successes, for the past 25 years.

9. Analysis of the financial impact this project will have on your organization's future finances.

The Murray Theater will require a substantial financial commitment from the city for the rehabilitation project expenses and future operations and maintenance. Several departments will use existing staff for programming and building maintenance including Murray City Cultural Arts and the Facilities Management Department. Additional staff will be needed as explained in question #19, with rental and service fees set to cover much of that and remaining costs covered by the City and available grants.

See attached five year operational budget

10. Please specify type of funding you are requesting

☐ Consulting

☒ Capital

Consulting Applicants

11. Type of consulting services

NA

12. Goals and objectives of consulting services

NA

13. Scope of Work, expected deliverable and timeline

NA

14. Payment schedule for the work and expenses.

Upload a detailed project budget document (documents tab) by a qualified professional.

NA

Capital Applicants

15. What is the site location of your project.

4959 S. State Street Murray Utah 84107

16. Describe the current facility and specify if it is owned or leased.

Upload (documents tab) deed or contract to purchase property or lease agreement (can be executed or pending).

The Art Moderne Streamline style of the theater was popular in Utah from 1930 to 1940. The exterior exhibited this style with characteristics including smooth stucco walls, rounded corners, glass block windows, stainless steel panels as well as stainless steel trim between the exterior ceramic tiles. Although age had caused some deterioration to the exterior finishes and there have been some modifications to the interior, fortunately, the Murray Theater exterior has not been significantly altered and still retains its integrity.

The main level of the Murray Theater has been significantly altered and has deteriorated over time. Although modifications have been made which have significantly altered the historic fabric of the spaces, the spatial configuration of the lobby and the house still remain intact. There is a second level above the lobby access by stairs from the lobby which provides office space, a control room and mechanical spaces. Because of the significant changes, it does not provide safe and appropriate spaces. The mechanical and electrical systems for the theater are using original components which currently do not meet present building code standards and are in need of complete replacement. The following is the current condition of the exterior facades and interior of the theater and the recommendations for restoration or repair:

Exterior

The main west façade faces State Street and is the main entrance to the theater. The historic fabric has not been significantly altered however the materials and finishes have deteriorate and require refurbishing and in some cases replacement. The following are recommendations for the restoration of the main façade and secondary exterior building elevations:

- Repair all damaged plaster surfaces.
- The exterior window system is not original and has failed it shall be removed and replaced with a new, efficient and historically compatible storefront window system.
- All stainless steel elements, i.e. entry doors and siding shall be refurbished and/or replaced in kind.
- The painted metal marquee identifying the theater shall be refurbished.
- The freestanding ticket booth shall be refurbished.

Lobby

The lobby still retains its original configuration however, the wall finishes have been altered and damaged. The original historic finishes have been covered with new incompatible finishes. The original trim has been altered or in some cases removed. The original concession stand has been removed. The original lighting has been removed.

Recommendations:

- The plaster wall exhibit cracking and deterioration which will require skimming and/or replacement.
- Provide new finishes which are consistent with the historic finishes.
- Provide new lighting for the space.
- Provide a new concession stand for the patrons of the theater.

Theater/House

The main theater/house has been extremely altered. The only remaining historic elements are the original architectural proscenium which is currently obstructed by the new stage and curtains and the original decorative ceiling mechanical diffusers. The seats have been removed and replaced with platforms. The original cinema screen and surround have been removed and significantly altered. A stage has been installed which does not provide the appropriate size and configuration to meet the proposed intended use for a performance stage. Small spaces below wings of the existing stage have been provided for dressing rooms but they are inadequate for the performers and have an impact on the exiting of the theater.

The original finishes of the theater/house have been removed or significantly changed. The walls are currently covered with deteriorating acoustic panels. All surfaces, except the main ceiling have been painted black.

Recommendations:

- Remove and replace the existing stage and provide a new stage configured to meet the needs of a performance theater. The stage shall have a new stage lift at the front of the stage to increase the usability of the stage and provide for an orchestra pit.
- Construct a new floor level below the stage that will provide the appropriate spaces for dressing rooms, toilet facilities, green room and storage for the performers. Provide appropriate ADA compliant accessibility from the theater level to both the stage level and the new level below the stage.
- Provide new stage and house lighting.
- Provide new stage rigging.
- Replicate the original proscenium in the new location at the front of the stage.
- Remove the existing theater platforms and provide all new seating with a floor configuration to enhance audience sightlines. Seating to be configured to provide appropriate ADA seating space.
- Provide new wall and ceiling finishes.
- Provide code compliant exiting from the theater and the stage.

Second Level

The second level above the lobby houses office space, a control room (original projection room), mechanical space and attic space. Access to the second level is from open stairs from the lobby. The control room and office space are completely open to the theater space. The mechanical space housed the original mechanical equipment. The existing partitions are poorly constructed and the access is limited.

Recommendations

- Provide new construction for the partition walls which separate the control room and other spaces.
- Enclose the control room and office space from the theater. Provide appropriate glazed openings to the theater.
- Reconfigure the spaces to meet the needs of the operation of the theater.
- Provide appropriate egress.

Building Systems

- Mechanical
 - o The mechanical system serving the main theater space, lobby and all other associated interior spaces is significantly past

its recommended service life and shall be removed and replaced throughout the building.

- o The water main into the building shall be replaced and updated with a new PRV station, main shut off valves, etc. Upgrade all of the domestic water piping.
- o It is recommended to replace the sump pump in the basement.
- o It is recommended to replace sewer piping in all areas that are modified and renovated.

- Electrical

- o A new service into the building shall be provided
- o The power system is very old and out of code compliance and shall be removed and replaced.
- o A new theatrical lighting and lighting control system shall be installed in the building.
- o The building shall be equipped with new lighting control systems throughout.
- o Communication wiring and pathways shall be replaced.
- o Fire alarm system shall be replaced to include a new panel, new speaker/strobes, and smoke detectors.
- o Replace all access and security system throughout.

- Structural

- o Due to the fact that there is not a change in use for the building and no requirement for a seismic upgrade is in effect, it is recommended that structural upgrades be performed. The following additions can substantially increase the capacity of the existing structure to a "collapse prevention" level of performance during a seismic event.
Provide anchorage between roof diaphragm and exterior masonry walls. This is done by placing drill and epoxy anchors at top of wall and straps to framing around the perimeter at approximately six feet on center
Add a layer of structural sheathing to the roof (or ceiling) to strengthen the diaphragm capacity for transferring lateral loads to walls.
Place a stiffening element such as steel bracing or frame at the front of building where the openings occur. This will increase capacity at this weak wall line.
Strengthen the existing URM walls at strategic isolated locations such as corners of the building. A typical method is applying and anchoring new reinforced shotcrete to the face of existing wall.
Tall parapets or façades should be braced to roof structure. This is required by code when re-roofing occurs to help eliminate falling hazards during seismic activity.
Provide appropriate underpinning of the foundation to accommodate a lower level below the stage.

17. What is the overall project timeline?

See Uploaded project timeline

18. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five year expense forecast and a long term maintenance budget plan.

Future capital maintenance will largely come through the annual City CIP (capital improvement projects) process with additional support from a preservation fee of \$1.00 attached to ticket sales. The preservation fee will be a designated fund for long term maintenance needs. Revenue for operating expenses will include a combination of city funds for staffing, outside rentals and ticket revenue, and public grants for internal programing. The five year expense forecast and long term maintenance budget plan is based on a 3% per year increase.

19. Provide project management information including key personnel and their experience.

Facility Management Plan

To keep costs manageable, the facility will be managed by two full time employees under the direction of the existing position of Cultural Arts Manager. All other supporting personnel will be part-time positions including building supervisors, technical staff, and custodial.

Staff Organization Chart

Facility Manager (full time),
Cultural Arts Programs Manager (full time)
Facility Supervisors (part time)
Tech Director (full time), Staff (part time)
Maintenance Supervisor (full time)
Custodial Staff (part time)

Senior Management Job Descriptions

Facility Manager will oversee the general operations, budgeting and scheduling of the facility and coordinate all outside programming and facility rentals. He will be responsible for all facility staffing/scheduling including building supervisors, tech, office/box office, and custodial upkeep and maintenance.

The Cultural Arts Manager will oversee all in-house programming and marketing for city sponsored events/activities including a potential shared season with various groups. This position is responsible for the city cultural arts programming budget and will help prepare the facility budget with the facility manager, working with the Facility Manager and Murray Arts Advisory Board to recommend appropriate rental fees for city approval. She will be responsible for facility payroll.

Maintenance Supervisor will oversee the general cleaning, maintenance and repairs, daily set-up and cleaning for group activities, waste collection and disposal, ground upkeep and snow removal, and orders/stocks needed materials and supplies. This position will be under the direction of the city facilities department.

Technical Director will coordinate all technical aspects including sound, lights, stage management, and media presentations. The technical director will work directly with assigned contacts from groups using the facility who require technical assistance. The tech director may also act as a facility supervisor where needed.

20. Architectural information including site plan, space program and schematic design (optional).

Please upload above mentioned architectural documents (document tab).

See uploaded information.

21. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning if applicable, and contingency plans for cost overruns.

Please upload above mentioned construction information documents (document tab).

See uploaded information. Murray City will fund cost overruns.

Budget Details [top](#)

Project Budget

Project Budget	Capital Request	Consulting Request	Detail
Total Project Budget	7,360,164		Theater construction estimate \$6,870,951 Architectural fees \$489,213 Total project \$7,360,164

Funding Currently
in Place

Murray City is committed to provide matching funding for all grants
received. See attached letter from Mayor Camp

County Funding 3,680,082
Requested

Project Financial Information Detail

Financial Detail	Capital	Consulting	Detail
Cash On-hand			
Pledges - Unrestricted			
Pledges - Restricted			
Pledges - Pending or Projected			
In-Kind Donations			
General Obligation Debt			
Bond Issue			
Capital Reserve			

Documents [top](#)

Documents Requested *

Community support documents including: feasibility study results if applicable, support letters from community members and arts & cultural organizations in your area, etc.

Required? Attached Documents *



[Murray School District Letter of Support](#)
[Chamber Letter of Support](#)
[Community Support Letter Chatterton](#)
[FY2017-17Winter Attendance](#)
[Letter of Support Murray's Mayor Camp](#)
[MAK Support Letter](#)
[Arts Board support letter](#)
[Murray Arts Council support letter](#)

For Consulting projects upload a detailed consultant project budget document by a qualified professional.

For capital projects upload deed or contract to purchase property or lease agreement either executed or pending agreement.

For capital projects upload above architectural documents; site plan, space program, schematic design (optional).

[Warranty Deed](#)

[Building Front Schematic Rendering](#)
[Lobby Schematic Rendering](#)
[Seating Area Schematic Rendering](#)
[Project time line](#)
[black white layout](#)
[color plans](#)
[letter from Fire Department](#)

For capital projects upload construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional.

[5 year operatinng budget](#)
[Structual and Asbestos Evaluation](#)
[Construction cost estimate](#)

Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget.



[2015 budget](#)
[2016 Budget](#)
[2017 Budget](#)

Administrative Documents *

[PRT & BOARD Scoresheet - MURRAY Theatre Renovation](#)

* ZoomGrants™ is not responsible for the content of uploaded documents.

Application ID: 107433

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EXHIBIT B
2019 TRCC Reimbursement Form



2019 TRCC Reimbursement Form

Submittal Date:		Guidelines:		
Contract Number:		* Supporting documentation required, invoices preferred		
Organization Name:		* Sales orders accepted with proof of payment only		
Project Name:		* Quotes will not be accepted		
Contact Name:		* Sales tax will not be reimbursed		
Phone Number:		* Administrative overhead will not be reimbursed		
E-Mail:				
Item #	Invoice Date	Vendor	Description	Amount
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
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15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
			Total Request for Reimbursement	\$ -

EXHIBIT C
Disbursement of Funds Report



TRCC RECIPIENT ORGANIZATION'S DISBURSEMENT OF FUNDS REPORT

NAME OF ORGANIZATION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT PERSON: _____

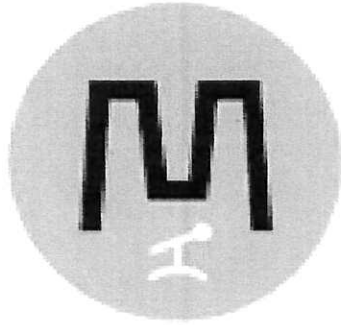
PHONE NUMBER: _____ EMAIL: _____

CONTRIBUTION AMOUNT: _____

1. PLEASE DESCRIBE HOW THE MONEY WAS SPENT AND WHAT OTHER CONTRIBUTIONS WERE MADE TO YOUR PROGRAM:

2. PLEASE ATTACH A DETAILED PROJECT EXPENSE SUMMARY.

DATED THIS _____ DAY OF _____, _____. SIGNATURE: _____



MURRAY
CITY COUNCIL

Adjournment