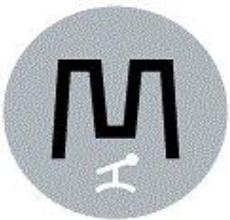




MURRAY
CITY COUNCIL

**Council Meeting
February 21, 2023**



Murray City Municipal Council

Notice of Meeting

February 21, 2023

Murray City Center

5025 South State Street, Murray, Utah 84107

Meeting Agenda

4:15 p.m. Committee of the Whole – Conference Room #107
Garry Hrechkosy conducting

Approval of Minutes

Committee of the Whole – January 17, 2023

Discussion Items

1. Discussion on a resolution approving an agreement between Murray City Corporation and Life Safety Inspection Vault LLC for the collection, organization, and storage of fire and life safety inspection reports. – Joseph Mittelman and Steve Roberson (10 minutes)
2. Discussion on a resolution approving an Interlocal Cooperation Agreement between the City, the Utah Community Action Head Start Program and Murray City School District to lease City property. – Doug Hill (5 minutes)
3. Discussion on a resolution approving an Interlocal Cooperation Agreement between the City and Murray City School District for the license and access to a city communication tower. – Doug Hill (5 minutes)
4. Discussion on donations for non-profit entities. – G.L. Critchfield and Jennifer Kennedy (20 minutes)
5. Open and Public Meetings Act and Anti-Harassment Training – G.L. Critchfield (20 minutes)
6. Legislative Update – Pam Cotter and G.L. Critchfield. (10 minutes)

Adjournment

Break for Redevelopment Agency Meeting (Separate Agenda)

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

6:30 p.m. Council Meeting – Council Chambers
Rosalba Dominguez conducting.

Opening Ceremonies

Call to Order

Pledge of Allegiance

Approval of Minutes

Council Meeting – February 7, 2023

Special Recognition

1. Murray City Employee of the Month, Scott White, Fire Marshal's Office Inspector – Rosalba Dominguez and Joey Mittelman presenting.
2. Presentation of a resolution of the Wasatch Front Waste and Recycling District Board of Trustees expressing appreciation to Board Member Diane Turner. Pam Roberts presenting.

Citizen Comments

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

Consent Agenda

Mayor Hales presenting.

1. Consider confirmation of the Mayor's appointment of Karen Summerhays to the Murray Senior Recreation Center Advisory Board for a three-year term beginning February 2023 to expire January 2026.

Public Hearings

1. None scheduled.

Business Items

1. Consider a resolution accepting the transfer of Riverview Park from Salt Lake County to Murray City. Doug Hill presenting.
2. Consider a resolution accepting the transfer of Woodstock Meadows Park from Salt Lake County to Murray City. Doug Hill presenting.

Mayor's Report and Questions

Adjournment

NOTICE

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

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

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

On Friday, February 17, 2023, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov, and the state noticing website at <http://pmn.utah.gov>.



Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole



MURRAY
CITY COUNCIL

Committee of the Whole Minutes

MURRAY MUNICIPAL COUNCIL

COMMITTEE OF THE WHOLE

Meeting Minutes

Tuesday, January 17, 2023

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

Attendance:

Council Members and others:

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

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Blaine Haacke	Power Department Manager	Pattie Johnson	Council Administration
Tammy Kikuchi	Chief Communications Officer	Brooke Smith	City Recorder
G.L. Critchfield	City Attorney	Craig Burnett	Police Chief
Brenda Moore	Finance Director	Steve Olson	Fire Department
Matt Youngs	Power Department	Lorna Pasalich	Chamber of Commerce
Camron Kollman	IT	Brooke Smith	City Recorder

Conducting: Council Chair Hrechkosy called the meeting to order at 2:15 p.m.

Approval of Minutes: None Scheduled.

Discussion Items:

Net Metering Policy and Supply Cost Adjustment.

Mr. Youngs explained the immediate need for staff to reevaluate the City's net metering policy. The plan was to determine whether changes or modifications were necessary. He provided the City's current solar net metering rate that is referred to as a Schedule 35, (Attachment #1) and noted the status of solar panel installations throughout Murray's service area. The Council analyzed installations in Murray since 2006, compared Utah State tax credits with Federal tax credits and examined kilowatt production for each system size. Mr. Youngs reviewed how solar energy was produced, how net metering was measured and how credits were calculated.

It was clarified that net metering customers are not paid for the electricity they export to the grid, and they are not giving free energy to the grid, because they receive a retail credit. Currently Murray's retail rate is a one to one (1:1) credit. Mr. Youngs said many utility companies are moving away from crediting customers at the retail rate because large-scale solar projects are more affordable and less intermittent than customer owned solar generation. While customer owned solar generation systems do help reduce energy demand during system peak hours, without a battery system, those solar customers use just as much electricity as non-metering customers during evening peak hours. The reason more Murray residents are not installing rooftop solar is because Murray Power is very inexpensive and solar customers would never see a financial return on the investment to install solar. Murray's last power rate increase was in 2011, so for the cost of a solar system the payback period could take 20 years or more.

Based on the most recent third-party Cost of Service Analysis, Mr. Youngs proposed that Murray

Power would continue with the one-to-one credit rate with a 10-kilowatt installation cap for residential solar customers; and raise the 10-kilowatt installation cap to 500-kilowatts for commercial solar customers. The Council would consider the proposal in an upcoming council meeting.

Mr. Haacke discussed an additional proposal that would implement an SCA (Supplemental Cost Adjustment) common to utility industries and municipal power systems. He said Murray adopted the SCA 15 years ago, it was used sparingly and only when the City's total power costs became larger than anticipated. He reviewed the City's present electrical rate, discussed current energy challenges, and explained that the SCA mechanism would protect the power department budget overall. A copy of Murray's present Electric Service Schedule 30 (SCA) rate was provided. (Attachment #2) Staff would determine if the rate needed to be modified or adjusted.

In the meantime, if approved the SCA would assist them with handling soaring energy prices and meeting unexpected high-cost energy. Mr. Haacke would return to a future council meeting for City Council approval.

An ordinance amending Section 17.78.050 of the Murray City Municipal Code relating to the minimum area required for detached Accessory Dwelling Units.

Ms. Nixon explained the proposed amendment that would reduce the minimum area requirement for detached ADUs (Accessory Dwelling Units). A property owner made the request to change the existing minimum lot area of 12,000 square feet to 10,000 square feet. The desire is to construct a single-family dwelling with a detached ADU to the rear of the property for an onsite tenant/caretaker. Ms. Nixon said the request would be in effect city-wide for all residentially zone properties and is not just specific to this property. Council would consider the request in a council meeting.

A resolution accepting a grant award from the Department of Public Safety for the State of Utah and authorizing the execution of a Memorandum of Understanding between the City and the Department of Public Safety for the State of Utah relating to first responder mental health services.

Chief Burnett explained due to 2022 Utah Legislation, House Bill 23 – First Responders Mental Health Services, police forces are now required to look out for the mental wellness of all first responders. As part of the bill, grant funding was available which MPD applied for, and was awarded \$20,211.

The proposed resolution executes a Memo of Understanding that implements all provisions of the new legislation and allows the City to receive the funding from the Department of Public Safety. MPD would use funding for assisting with costs associated with paying for mental health resources for all first responders that would include current employees, retired officers, and all related family members.

Adjournment: 3:38 p.m.

Pattie Johnson
Council Office Administrator III

ATTACHMENT #1



Electric Service Schedule 35

Net Metering Pilot Program

APPLICABILITY:

The Net Metering Pilot Program is available to customers located within the City's current electrical service territory who

1. Purchase electricity from the City under the provisions of another electric service schedule; and
2. Own and operate a solar, wind, or hydro electric generator located on the customer's premises that
 - a. is primarily intended to offset part or all of the customer's own electrical requirements on the premises;
 - b. has a capacity of no more than ten (10) kilowatts;
 - c. is interconnected with Murray City's electric system; and
 - d. operates in parallel with the City's distribution system.

DEFINITIONS: As used in this section,

“Net Metering” is a method of measuring the difference between the electricity supplied by the City to the customer through the City's electric distribution system and the electricity generated on the customer's premises which is fed back into the City's electric distribution system.

“Net Energy” is the difference between the electricity supplied by the City to the customer through the City's electric distribution system and the electricity generated on the customer's premises which is fed back into the City's electric distribution system.

SPECIAL CONDITIONS:

1. The customer shall pay for the net energy used in accordance with the following formula:
 - a. The customer shall pay for all electric energy supplied by the City to the customer in any billing period in excess of the amount of electric energy produced by the customer on the premises which is fed back into the City's electric distribution system during that same billing period.
 - b. The customer shall receive a credit for all electric energy produced by the customer on the premises which is fed back into the City's electric distribution system during a billing period in excess of the amount of electric energy supplied by the City during that billing period, with such credit applied to the customer's future bills, except that; any electric energy credit balance remaining in favor of the customer under the provisions of subparagraph (b) at the

(continued)



Electric Service Schedule 35 - Continued

- time of their April billing each year shall be zeroed out with no further liability to the City and no credit to the customer for said balance.
- c. In the event the customer terminates service under this electric service schedule, any electric energy credit balance in favor of the customer under the provisions of subparagraph (b) shall be forfeited. The City will not make cash payments to customers based on their participation in the Net Metering Pilot Program for energy produced by the customer which is fed into the City's electric distribution system.
 - 2. The price for electric energy provided to or credited to a customer participating in the Net Metering Pilot Program shall be the price charged by the City under the provisions of the electric service schedule for which the customer receives service absent this electric service schedule 35.
 - 3. The Net Metering Pilot Program billing adjustment only applies to charges for energy. Participating customers are subject to all other charges, rates, terms and conditions of the electric service schedule under which the customer receives service except as expressly altered by this electric service schedule 35.
 - 4. The customer shall provide, at the customer's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the National Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and any applicable local and state agencies, including any equipment deemed necessary by the City's Power Department expressly to accommodate the customer's request to qualify for this electric service schedule 35. The customer must first obtain written approval from the City's Power Department before the customer's on-site generating system is energized or interconnected with the City's electric system.
 - 5. In order to participate in the City's Net Metering Pilot Program and to receive the benefits of this electric service schedule 35, the customer must first sign a Net Metering Pilot Program Interconnection and Service Agreement with the City. The Interconnection and Service Agreement allows the customer to interconnect and operate in parallel with the City's distribution system and allows the City to test and inspect the customer's system periodically to ensure the safety of electrical workers and integrity of the City's electric distribution system. The Interconnection and Service Agreement will contain additional terms and conditions for service under this electric service schedule 35, including specific terms of interconnection and parallel operation with the City's electrical system.
 - 6. The Net Metering Pilot Program and this electric service schedule 35 are presently made available to customers on a trial basis. This electric service schedule 35 and the Net Metering Pilot Program may be adjusted or discontinued by the Murray City Municipal Council for any reason, at any time without any obligation to existing participants.

SUPPLY COST ADJUSTMENT: All monthly bills resulting in a balance due from the customer shall be adjusted in accordance with electric service schedule 30.

ATTACHMENT #2



Electric Service Schedule 30

Supply Cost Adjustment (SCA)

PURPOSE:

The purpose of this section is to enable the city to recover the actual costs incurred in generating and purchasing electric power for use by its customers. The SCA amount is determined by comparing the city's actual monthly power supply costs to an established base cost. If power supply costs significantly exceed projections, a surcharge will be applied on the customer's applicable monthly bill, subject to limitations imposed by the special conditions set forth in subsection D of this section.

- 1) The SCA is capped at \$0.005/kWh for an individual customer in any single month;
- 2) The total recoverable amount during a single fiscal year cannot exceed two percent (2%) of the power department's total budgeted revenue;
- 3) The minimum recoverable amount in any given month in order to activate an actual SCA collection from the customers is fifty thousand dollars (\$50,000.00);
- 4) If the SCA is collected from customers for six (6) consecutive months, then the city council will review the SCA and other applicable rates; and
- 5) Mayoral approval and notifying the city council is required prior to implementing an SCA collection from the customers.

APPLICABILITY:

The SCA is applicable to electric service furnished under all rate schedules incorporating this Electric Service Schedule 30 - Supply Cost Adjustment.

SCA FORMULA AND DEFINITIONS:

The formula for the SCA shall be as follows:

$$\text{SCA} = \frac{(S-B) \times I + C}{P}$$

Where:

- a. SCA = Supply cost adjustment surcharge, expressed in \$/kWh, to the nearest \$0.00001, and applied to all kWh sales to retail customers of the city for the applicable retail billing month.

(continued)



Electric Service Schedule 30 - Continued

- b. S = Actual system cost of supply, expressed in \$/kWh, the core costs for all purchased and self-generated power for the applicable wholesale power procurement month, divided by the total system input energy.
- c. B = Base cost of supply, the projected core cost per kWh of purchased and self-generated power and energy, currently established at \$0.04500/kWh.
- d. I = Total system input energy, expressed in kWh, the energy produced or purchased in association with the applicable wholesale power procurement month, multiplied by a line loss adjustment factor of 1.043 for system distribution and transmission line energy losses.
- e. C = Carried forward amount, the dollar amount carried forward from previous months, either positive or negative, due to circumstances defined below in special conditions.
- f. P = Projected energy sales, expressed in kWh, as determined by trending analysis for growth and seasonality, for the applicable retail billing month.

SPECIAL CONDITIONS:

- 1. The SCA surcharge shall be capped at \$0.005/kWh in any one month with the remaining recoverable portion carried forward into succeeding months.
- 2. The minimum recoverable amount in any given month will be fifty thousand dollars (\$50,000.00). Uncollected, but recoverable, amounts under fifty thousand dollars (\$50,000.00) will be carried forward into future months' SCA analyses and calculations.
- 3. Monthly SCA calculations may result in recoverable amounts not collected due to limitations detailed in this section. These uncollected amounts shall be tracked in an SCA "bank" as a debit. Monthly SCA calculations may also result in a negative amount, in which case it will be added to the "bank" as a credit. The net amount in the "bank" becomes the carried forward amount and is applied to future months' SCA calculations, except as outlined in subsection D4 of this section.
- 4. In order to maintain accounting alignment with each fiscal year, at the end of the August retail customer billing period each year, but prior to the September SCA analysis and calculations, any credits that have been accrued by the "bank" will be zeroed out. Any remaining recoverable debits, which represent actual costs incurred, will be carried forward and be subject to the same recovery process as detailed throughout this section.
- 5. The total recoverable amount during a single fiscal year will not exceed two percent (2%) of the power department's total budgeted revenue, unless approved by the Murray City municipal council.
- 6. Before an SCA surcharge is implemented, the city power department general manager or designee shall notify and receive approval from the mayor of the amount of the SCA surcharge and shall provide written notification to the Murray City municipal council of the amount of the surcharge.
- 7. If an SCA surcharge is collected from the customers pursuant to this section for six (6) consecutive months, the Murray City municipal council shall review, in a duly agendaed meeting, the reasons for the surcharges and consider the need to amend or modify electric service schedule 30 and/or other electric service schedules.



MURRAY
CITY COUNCIL

Discussion Items



MURRAY
CITY COUNCIL

Discussion Item #1



MURRAY

Council Action Request

Murray City Fire Department

Agreement between Murray City and LIV

Committee of the Whole

Meeting Date: February 21, 2023

Department Director Chief Joseph Mittelman Phone # 801-264-2708 Presenters Joseph Mittelman Steve Roberson	Purpose of Proposal Finalize a contract with a third party compliance engine for life safety equipment inspections Action Requested Approval from the council to sign a contract with the company LIV Attachments None Budget Impact None
 Required Time for Presentation 10 Minutes Is This Time Sensitive No Mayor's Approval <i>Doug Hill</i>	 Description of this Item LIV is a data storage company and compliance engine that significantly helps us ensure compliance and safety in our businesses. They do this by requiring third party inspectors/technicians to upload documents whenever any repairs, maintenance or installations occur to any fire sprinkler or alarm system. This system would notify our department with any deficiencies noted by the inspectors and greatly assist us in keeping the life safety systems in our city functioning properly. This item requires the City Council's approval because LIV will impose a \$15 fee for every item uploaded. That is LIV's business model and no portion of the fees will be coming to Murray City.
Date January 23, 2023	

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN MURRAY CITY CORPORATION AND LIFE SAFETY INSPECTION VAULT LLC FOR THE COLLECTION, ORGANIZATION, AND STORAGE OF FIRE AND LIFE SAFETY INSPECTION REPORTS.

WHEREAS, local commercial buildings and businesses are required to maintain updated Fire and Life Safety Systems (“Safety Systems”); and

WHEREAS, third-party inspection companies (“Inspection Companies”) perform regular inspections of these Safety Systems and provide regular reports on the types of fire and life safety protection systems used, due dates of required inspections, and any deficiencies that may exist; and

WHEREAS, the Inspection Companies are required to provide updated Safety System inspection records and reports to the local fire authority to ensure compliance with applicable building and fire codes; and

WHEREAS, Life Safety Inspection Vault LLC (“LIV”) offers a service which will collect, organize, and store the various Safety System inspection records and reports for commercial buildings and businesses located in Murray City (the “LIV Services”); and

WHEREAS, Inspection Companies performing inspections of commercial buildings and businesses within the City will be required to submit their reports through the LIV Services; and

WHEREAS, in order to submit records and reports through the LIV Services, the Inspection Companies will be required to pay a \$15.00 fixed fee for each inspection report submitted which will be paid directly to, and retained by, LIV; and

WHEREAS, the City desires to enter into an Agreement with LIV to govern the terms and conditions of the collection, organization, and storage of the Safety System reports through the LIV Services; and

WHEREAS, it is beneficial to the City and its citizens to have the Safety System inspection reports collected, stored, and organized to provide for a more efficient tracking and follow-up process.

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

1. The Agreement between Murray City and Life Safety Inspection Vault LLC is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Mayor is authorized to execute the same.

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

PASSED and APPROVED and made effective this ____ day of _____ 2023.

MURRAY CITY MUNICIPAL COUNCIL

Garry Hrechkosy, Chair

ATTEST:

Brooke Smith, City Recorder

ATTACHMENT A

(Agreement between Murray City and Life Safety Inspection Vault LLC)

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement"), dated _____, 2022 ("Effective Date"), is between Life Safety Inspection Vault LLC, an Idaho limited liability company ("LIV"), and Murray City Corporation, a municipal corporation of the State of Utah, with a principal place of business at 5025 South State Street, Murray, Utah 84107 ("Client"). The term "Agreement" means, collectively, this Agreement, the applicable Registration Form(s), the applicable SOW(s), and any operating rules, policies, and procedures that LIV may publish from time to time. LIV and Client agree as follows:

SECTION 1. ENGAGEMENT; SERVICES; DUTIES

1.1 Engagement. Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with a software as a services ("SaaS"), web-based management of the Client's fire safety system permitting (collectively, the "Services").

1.1.1 Scope of Services. The Services consist of a SaaS application that collects, organizes, and stores fire and life safety reports pertaining to inspection, testing, and maintenances. The Services include the ability for Client to generate digital, customizable reports, saving inspection companies time and paper, while providing the Client a familiar report that is easy to read. As part of the Services, LIV provides a proactive service that includes hard and soft copy notifications sent to building owners and follow-up phone calls to help increase testing and maintenance activity within the Client's jurisdiction, however any such notifications or phone calls shall only be sent or performed by Client. The Services shall also include in-depth face-to-face training with the Client's personnel.

1.1.2 The Vault. LIV will provide the Services through LIV's proprietary web-based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the "Vault"). The Vault provides a secure cloud environment in which third-party contractors that inspect, test, and maintain fire protection systems can submit their reports via LIV's web application directly to the Client, facilitating a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems.

1.2 Designation of Key Personnel. LIV's "Representative" is Cole Harding, phone: 855-225-4822, e-mail: Cole.harding@livsafe.com. The Client's "Representative" is _____, phone: _____, e-mail: _____. Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement throughout the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence with the Services and the Vault.

1.3 LIV's Responsibilities. LIV shall fully and timely provide all deliverables described in Section 1.1 of this Agreement in material compliance with the terms, covenants, and conditions of this Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively, "Laws"). LIV will provide all technical and professional expertise,

knowledge, management, and other resources required for accomplishing all aspects of the tasks and activities associated with the Services. LIV shall coordinate an annual business review meeting with representatives designated by each party either via teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

1.4 Client's Responsibilities. Client's Representative will be responsible for exercising general oversight of LIV's activities in completing each SOW. Specifically, the Client's Representative will represent the Client's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by LIV, and shall approve all invoices for payment, as appropriate. The Client's Representative may give LIV timely feedback on the acceptability of progress and task reports.

SECTION 2. COMPENSATION

2.1 Management Fee.

2.1.1 LIV will collect and retain from each user submitting an inspection report a fixed fee of \$15.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (*e.g.*, the inspector) and the Client is not billed for any fees. LIV shall not make any changes to the Fixed Fee without the prior written approval of the Client. Client's approval of any fees is subject to the approval of the Murray City Municipal Council. Client will not be charged any fees for access to and use of the Vault.

2.1.2

SECTION 3. TERM AND TERMINATION

3.1 Term of Agreement. The term of this Agreement is for an initial period commencing on the Effective Date and running through the date that is 1 year from the Effective Date ("**Initial Term**"). Thereafter, the Agreement will automatically renew for up to four additional one-year terms (each, a "**Renewal Term**," and collectively with the Initial Term, the "**Term**") unless, no later than 90 days before the expiration of the initial Term or any successive Renewal Term, either Party notifies the other of its intent not to renew the Agreement.

3.2 Termination. In addition to any other express termination right set forth in this Agreement:

3.2.1 Either party may terminate this Agreement, without cause, effective on 90 days written notice to the other party;

3.2.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is

incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non- breaching party provides the breaching party with written notice of such breach; or

3.2.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

3.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No termination shall affect LIV's responsibility to remit any and all fees collected pursuant to Section 2 of this Agreement. Upon expiration or earlier termination, Client may retain copies of all previously prepared and stored third-party fire safety inspection reports.

3.4 Survival. This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

SECTION 4. WARRANTIES; LIMITATIONS

4.1 Warranty.

4.1.1 Vault and Services Warranties. LIV represents and warrants to Client that, subject to Section 4:

(a) all Services to be provided to the Client under the Agreement will: (i) subject to Section 4, perform in accordance with Section 1.1 of this Agreement; and (ii) be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and in material compliance with all Laws; and

(b) the Vault will perform, in all material respects, in accordance with Section 1.1 of this Agreement.

4.1.2 Intellectual Property Warranty. LIV represents and warrants that:

(a) LIV has, and throughout the Term of this Agreement will have, the right, power, and authority to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Agreement; and

(b) The Services and their use by Client in accordance with all Documentation will not infringe any United States copyrights, patents, trade secrets, or other proprietary rights of any third-party.

4.1.3 Accuracy of Information. LIV does not warrant the accuracy of the information that is put into the Vault by third-party inspectors, but LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client.

4.1.4 Access to Client Data after Termination. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

4.1.5 Non-Suspension or Debarment. LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

4.2 Limitations; Disclaimer of Warranties. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 4, VAULT AND THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND "AS AVAILABLE" AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. LIV'S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 4, AND CLIENT'S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 11 AND SECTION 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

SECTION 5. PROPRIETARY RIGHTS

5.1 Proprietary Rights. LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the "**Derivative Works**"), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the "**Documentation**"), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under

this Agreement, Client has no right, title, or interest in or to Vault, the Services, any Derivative Works, the Documentation, or any other LIV IP.

5.2 Use of Trademarks. During the Term, LIV may not, without Client's prior written consent, use Client's trademarks or logos for any purpose, including promotional. Any notification, letter, or other communication sent out with Client's trademarks or logos shall only be sent or transmitted by Client.

SECTION 6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS

6.1 Definitions.

6.1.1 **“Aggregated Statistics”** means data and information related to Client's use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

6.1.2 **“Authorized User”** means Client's employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement. Third party inspectors shall not be considered employees, agents, consultants or contractors of Client unless specifically designated in writing by the City.

6.1.3 **“Client Data”** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client, a third party inspector, or an Authorized User through Vault, including all fire safety inspection reports.

6.1.4 **“LIV IP”** means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV's monitoring of Client's access to or use of Vault, but does not include Client Data or fire safety inspection reports.

6.1.5 **“Registration Form”** means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client's access to Vault under this Agreement.

6.2 Access and Use.

6.2.1 **Registration.** In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information (“**Registration Data**”) as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client's account and Client's rights to use Vault.

6.2.2 Provision of Access. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client's internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

6.2.3 Fees. There are no fees for access to and the use of the Vault.

6.2.4 Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of Vault.

6.2.5 Use Restrictions. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any Law; (vi) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client shall not be liable and have no obligations as to third party contractors that inspect, test and maintain fire protection systems use of the Vault. Client shall be allowed to make hard and/or electric copies of any third-party fire safety inspection reports and retain them for Client's records and verification needs.

6.2.6 Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

6.2.7 Data Storage. LIV shall not place any limit on the amount of memory or other computer storage that Client may utilize through Vault. Client will not be charged any fees for any memory or other computer storage Client may utilize through the Vault.

6.2.8 Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by Law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "Service Suspension").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

6.2.9 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted by Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

6.2.10 LIV Responsibilities and Uptime. LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

6.3 Equitable Relief. Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction within the State of Utah. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

6.4 Client Responsibilities. Client is responsible and liable for all uses of Vault and any Documentation resulting from access directly provided by Client. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

6.5 Termination and Suspension of Service. If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days, and shall subsequently securely dispose of Client Data. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

SECTION 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

7.1 LIV IP. Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

7.2 Client Data. LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data, and perform all acts with respect to the Client Data, as may be necessary for the limited purpose of LIV providing to Client the Services as set forth in this Agreement.

7.3 Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

SECTION 8. CONFIDENTIAL INFORMATION

8.1 Definition. From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other

sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

8.2 Nondisclosure and Nonuse.

8.2.1 The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

8.2.2 Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

8.2.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8.2.4 The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

8.3 Breach; Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non-breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction

within the State of Utah. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

SECTION 9. STAFFING; WORK SITES; LAWS

9.1 Staffing. LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the performance of this Agreement Client finds that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

9.2 Compliance with Health, Safety, and Environmental Regulations. LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

SECTION 10. INSURANCE. During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the State of Utah.

10.1 Workers' Compensation and Employers' Liability. Workers' Compensation insurance must be provided as required by all applicable state laws. Employers' Liability insurance must be provided in amounts of at least \$100,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$100,000 for each employee for bodily injury by disease.

10.2 Commercial General Liability. LIV will obtain and maintain a Commercial General Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence; \$1,000,000 for personal injury liability; and \$2,000,000 general aggregate.

10.3 Insurance Certificate. Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

10.4 Notice of Policy Changes. The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

SECTION 11. INDEMNIFICATION

11.1 LIV's Indemnification Obligations. To the extent of its negligence or willful misconduct, LIV shall indemnify, defend, and hold harmless Client and Client's officers, directors, volunteers, elected officials, appointed officials, employees, agents, and representatives (each, a "Client Indemnitee") from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") arising out of or resulting from any third-party claim, suit, action or proceeding (each, a "Third-Party Action") and caused by any intentional act, omission, or negligence of LIV, its agents, employees, officers, partners, or subcontractors; provided however that LIV is not required to indemnify, defend, or hold harmless any Client Indemnitee for that portion of any claim, loss, or damage due to the fault of the Client Indemnitee.

11.1.2 Intellectual Property Indemnification. LIV will indemnify, defend, and hold harmless the Client Indemnitees from and against any Third-Party Action that alleges Vault or the Services, or any use of the Vault or the Services in accordance with this Agreement, infringes or misappropriates such third-party's US patents, copyrights, or trade secrets. However, this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or Services not made by LIV; or (c) Client Data.

11.2 Client's Liability. Client shall not be required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

11.2.1 Any Losses arising out of or related to Client's breach of any of Client's representations, warranties, or obligations under this Agreement; and

11.2.2 Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action:

(a) For bodily injury, death of any person or damage to real or tangible, personal property resulting from Client's grossly negligent or willful acts or omissions;

(b) Based on Client's or any Authorized User's (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii) modifications to Vault or the Services not made by LIV.

11.3 Indemnification Procedures. The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall

employ counsel of its choice to handle and defend that Action, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11.4 Infringement Remedy. If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a) modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue to use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN SECTION 12.

SECTION 12. ASSUMPTION OF RISK; LIMITATION OF LIABILITY

12.1 Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

12.2 Exclusion of Certain Damages; Limitation of Liability. IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

12.3 Exceptions. The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions for death or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

SECTION 13. FORCE MAJEURE

13.1 Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national, regional, or local emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; (i) pandemic, epidemic, quarantine, or other health directive; or (j) any other event that is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

13.2 A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement if such failure or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services. .

SECTION 14. MISCELLANEOUS

14.1 Notices. All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being three days following the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC
Attn.: Manager
146 East Chubbuck Road, Suite C
Chubbuck, ID 83202
Phone: (208) 254-7718
E-mail: Cole.harding@livesafe.com

To Client: Murray City Corporation
Attn.: Fire Chief Joseph Mittelman
4848 South Box Elder Street
Murray, Utah 84107
Phone: 801-264-2708
Email: jmittelman@murray.utah.gov

14.2 Interpretation. Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the word "or" is not exclusive; and (b) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Exhibits other documents referred to in this Agreement (if any) must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in the body of this Agreement.

14.3 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either party of any default in performance by the other party, or any waiver by either party of any breach, or series of breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

14.4 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

14.5 Choice of Law; Attorneys' Fees. The parties intend for this Agreement to be governed solely by the laws of the State of Utah. Any action arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake County, in the Third Judicial District Court for Salt Lake City. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as may be provided by Law.

14.6 Assignment. Neither Client nor LIV may assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of this Section 14.6 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

14.7 US Government Rights. Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to Vault, the Services, and the Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

14.8 Entire Agreement and Conflict of Terms. This Agreement is the entire agreement between the Parties and supersedes any prior and contemporaneous agreement and understanding between the Parties, whether oral or written. LIV terms and conditions (if any) must be attached to this Agreement. No other terms or conditions will apply to this Agreement, including terms listed or referenced on LIV's website, quotation/sales orders, purchase orders, or invoices. In the event of any conflict in the Agreement terms and conditions, the order of precedence is: (i) this Agreement; and (b) and Terms and Conditions attached to this Agreement.

14.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which constitute the same Agreement. Delivery of an executed counterpart signature page of this Agreement by electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LIFE SAFETY INSPECTION VAULT LLC,
an Idaho limited liability company

,
a municipal corporation of
the State of

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY

Mayor's Office

Interlocal Agreement with Murray School District for lease of property

Council Action Request

Committee of the Whole

Meeting Date: February 21, 2023

Department Director Mayor Brett Hales	Purpose of Proposal Consider Agreement to lease property at 73 West 6100 South for early childhood education and Head Start programs
Phone # 801-264-2600	Action Requested Consider approval of Resolution and Agreement
Presenters Doug Hill	Attachments Resolution and Interlocal Agreement
Required Time for Presentation 5 Minutes	Budget Impact n/a
Is This Time Sensitive No	Description of this Item Extend the lease with the Murray School District and Utah Community Action for use of city-owned buildings located at 73 West 6100 South for early childhood education and Head Start programs. The lease is for one year and shall automatically renew on a yearly basis unless terminated as provided in the Agreement.
Mayor's Approval  Date February 3, 2023	

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND MURRAY CITY SCHOOL DISTRICT (“DISTRICT”) FOR THE LICENSE AND ACCESS TO A CITY COMMUNICATION TOWER

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

WHEREAS, the City and the District are “public agencies” as contemplated in Utah Code Ann. § 11-13-101, et seq. – Interlocal Cooperation Act; and

WHEREAS, the District and the City have beneficially entered into cooperative agreements for various projects; and

WHEREAS, THE City and the District have developed a long-term relationship of cooperation and sharing of resources to do what is in the best interest of the community; and

WHEREAS, City owns a communications tower (“Tower”) on real property the City owns at 5624 South 300 West; and

WHEREAS, the City has been approached by the District concerning the use of the Tower in order to increase the District’s ability to provide wireless high-speed internet capability to its students as part of District’s LTE broadband network;

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

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

PASSED AND APPROVED this _____ day of _____, 2023

MURRAY CITY MUNICIPAL COUNCIL

Garry Hrechkosy, Chair

ATTEST

Brooke Smith, City Recorder

INTERLOCAL AGREEMENT

*Between Murray City Corporation and the Murray School District
for lease of City property at 73 West 6100 South*

This Lease Agreement is made this _____ day of _____, 2023 (the “Effective Date”), by and between Murray City Corporation, a municipal corporation of the State of Utah (“City”) and Utah Community Action Head Start Program and the Murray School District (collectively, “Tenants”; individually “Head Start” and “District”, respectively).

RECITALS

WHEREAS, the City and District are public agencies authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, to enter into agreements with each other for the joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, in 2017 the parties entered into a lease agreement for City owned property located at 73 West 6100 South in Murray, Utah (the “Property”); and

WHEREAS, the 2017 lease agreement was entered to provide Head Start space in which to operate a community service program geared to the educational needs of low-income children and their families and to provide District space in which to provide educational and recreational opportunities to City residents generally; and

WHEREAS, the 2017 lease agreement provided for a term of five (5) years, with no option for renewal; and

WHEREAS, the term of the 2017 lease agreement has passed; and

WHEREAS, based on the actions of the parties since the expiration of the 2017 lease agreement, it was their intention to enter another lease agreement in order to extend the arrangement; and

WHEREAS, by continuing to adhere to the terms of the 2017 lease agreement, the parties have created an implied-Agreement-in-fact; and

WHEREAS, the parties want to enter into a new formal agreement to extend the lease arrangements under the 2017 lease agreement and to allow for renewals of the lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. GRANT OF LEASE OF PROPERTY

City leases to Tenants for their use, portions of the Property (“Tenants’ Premises”) as determined by the City’s Chief Administrative Officer (“CAO”). The CAO’s determination of what portions of the Property are to be used by Tenants is attached hereto as Exhibit A. No other portions of the Property will be used by Tenants unless first approved in writing by the CAO.

2. SCHEDULE

Generally, District shall have the nonexclusive right to use the Tenant’s Premises and Property for the duration of this Agreement subject to the following uses by the City and District:

- City shall exclusively use that portion of the Property known as the “East Bay” from April 1st through August 31st of each year.
- District shall have the nonexclusive right to use the East Bay from September 1st through March 31st of each year as determined by the CAO.
- Maximum flexibility shall be allowed by the City in the scheduling and use of the Property keeping in mind that the policy of this Agreement is to allow use of the Property by the parties in the following priority:

- o First Priority: City
- o Second Priority: District
- o Third Priority: Head Start

The parties are encouraged to cooperate with each other in working out any other times of use of the Property not specifically defined in this section.

3. TERM OF LEASE

The term of this lease shall be one year from the Effective Date, and shall automatically renew on a yearly basis unless terminated as provided in this Agreement.

4. CONSIDERATION

A. In addition to the covenants and agreements described herein, District and Head Start shall do the following:

- 1) Improve the Tenants’ Premises at their sole cost and expense;
- 2) Maintain and operate their respective programs at their sole cost and expense for the use of qualifying residents of the City;
- 3) Assume and be responsible for all expenses and liabilities related to the operation of Tenants’ Premises for the purposes stated in this Agreement, including repair and maintenance of the HVAC and heating systems;

- 4) Provide janitorial services for the restrooms and other intensive janitorial services to the Tenants' Premises they utilize, except that City shall be responsible for janitorial services of the East Bay when used by the City;
- 5) Keep the Tenants' Premises in a sanitary condition and shall be responsible for the abuse and destruction of the Tenants' Premises not due to ordinary wear and tear that occurs during the hours they operate their respective programs; and
- 6) Remove all equipment, toys, furniture, and other such property from the East Bay between April 1st and August 31st of each year, unless permission is given to them from City to allow such equipment to remain.

B. The City shall be responsible for any damage caused by its use of the Property.

5. **UTILITIES**

District and Head Start shall pay utility costs such as heat, water, gas and electricity at no cost to the City.

6. **USE OF LEASED PREMISES**

- A. The Tenants' Premises are to be used solely for the operation of District and Head Start programs.
- B. Tenants may not sub-lease the Tenants' Premises without City's written consent.
- C. Head Start acknowledges that it will not be the only organization using the Property. Accordingly, the needs of the community shall be given consideration in the planning of Tenants' programs and in the scheduling of the use of the Tenants' Premises and in the scheduling of the remaining portion of any unused space at the Property and therefor, the Parties agree that meetings shall be held at reasonable intervals between representatives of the City and Tenants to facilitate mutual cooperation, effective scheduling of both the Tenants' Premises and the Property and make possible regular reexamination of the effectiveness of the use of the Tenants' Premises for Tenants' programs.
- D. City shall retain the right to schedule the Property for use not in conflict with the provisions of this lease. Scheduling conflicts or other conflicts arising out of or associated with the use of the Tenants' Premises or Property shall be resolved by the CAO.
- E. The City will furnish and supply all expendable materials necessary to conduct City events, unless otherwise agreed. Likewise, the Tenants will furnish and supply all expendable materials necessary to conduct Tenant events, unless otherwise agreed.

7. **PARKING**

- A. The parties, their authorized employees and participants shall have the nonexclusive right to all available parking at the Property for the duration of this Agreement.

- B. City does not warrant that parking spacers will be available to the Tenants at any specific time, and the Tenants acknowledge that at certain times, parking may in fact not be available to them due to the events occurring in the City Park or elsewhere near the Property.

8. **CONFLICT RESOLUTION**

Any conflict arising between the parties or any other organization regarding the scheduling or any use of the Property or Tenants' Premises shall be resolved by meeting with the CAO.

9. **ASSIGNMENT**

This lease may not be assigned in whole or in part by any party without the written consent of the other parties.

10. **IMPROVEMENTS**

- A. Tenants shall have the rights to make improvements in the Tenants' Premises, such as replacing carpets, painting, etc., for purposes stated in this Agreement, at Tenants' sole cost and expense. Any improvements shall be made in conformity with all applicable statutes and ordinances, including planning and zoning regulations and building codes, and shall be maintained in a clean and sanitary manner. Tenants shall comply with any conditions imposed by the Murray City Planning Commission upon their respective organizations, including without limitation, compliance with refuse siting standards and striping parking stalls.
- B. Prior to making any improvement in the Tenants' Premises, Tenants shall submit plans for review and comment to the CAO.
- C. It is expressly understood and agreed that at the expiration or termination of this lease, all improvements attached to the Tenants' Premises shall be a part of the Property and shall so remain at the Property. None of said improvements may be removed from the Property by Tenants, and are to remain and become property of the City, unless otherwise agreed in writing.

11. **NEGLIGENCE**

It will be the responsibility of the District to maintain the Tenants' Premises and repair any property, including permanent fixtures, such as air conditioning units, doors, etc., resulting from Tenants' use or negligence.

12. **INDEMNITY AND INSURANCE**

Tenants agree to save, indemnify and hold City harmless from any and all damages, claims or lawsuits which may arise during the term of this lease out of the Tenants' improvements, maintenance, use of Tenants' Premises or the Property, operation of Tenants' programs and/or their occupancy of the Tenants' Premises or the Property. Additionally, Tenants agree to name City as an additional insured on all liability insurance policies which relate to the Tenants' Premises or the Property, and to file with

the City Recorder a certificate of such insurance. The limits of the required insurance must meet the CAO's approval. At a minimum, during the term of this lease, Tenants shall, at their sole cost and expense, keep the Tenants' Premises insured, on forms and in companies satisfactory to the City, for the benefit of City and Tenants, as their respective interests may appear, in an amount equal to not less than the full insurable value against loss or damage by fire or other hazards ordinarily covered by fire and extended coverage insurance policies. During the term of this lease, Tenants shall also, at their sole cost and expense, maintain public liability insurance, on forms and in companies satisfactory to City, against claims for personal injury, death, or property damage occurring upon, in or about the Tenants' Premises or Property, and on, in or about the adjoining streets and passageways, such insurance to afford protection to the limit of not less than One Million Dollars in respect to injury to or death of a single person, and not less than One Million Dollars in respect to any one accident, and to the limit of not less than One Million Dollars in respect to property damage for one accident.

Tenants shall maintain such insurance as will protect them from claims under State Workers' Compensation insurance laws and shall file with the City Recorder a certificate of such insurance.

13. CANCELLATION OR TERMINATION

This lease agreement may be cancelled or terminated for any reason by any party upon giving to the other parties ninety (90) days written notice of its intention to cancel or terminate.

14. COSTS OF ENFORCEMENT

In the event of default of one of the parties of the agreement hereto, it is agreed that the non-defaulting party shall be entitled to reasonable attorney's fees and costs of court incurred in the enforcement of this Agreement.

[Signature Page to Follow]

DATED as of that date written above.

MURRAY CITY CORPORATION

Brett A. Hales, Mayor

ATTEST:

Brooke Smith, City Recorder

APPROVED AS TO FORM AND
LEGALITY

G.L. Critchfield, City Attorney

MURRAY CITY SCHOOL DISTRICT

Jennifer Covington, Superintendent

APPROVED AS TO FORM AND
LEGALITY

(Signature)

(Printed Name and Title)

**UTAH COMMUNITY ACTION HEAD
START PROGRAM**

(Signature)

(Printed Name and Title)



MURRAY
CITY COUNCIL

Discussion Item #3



MURRAY

Council Action Request

Mayor's Office

Interlocal Agreement with Murray School District for use of cell tower

Committee of the Whole

Meeting Date: February 21, 2023

Department Director Mayor Brett Hales	Purpose of Proposal Consider approval of Agreement to allow Murray School District to use city owned communication tower at 5624 South 300 West
Phone # 801-264-2600	Action Requested Consider approval of Resolution and Agreement
Presenters Doug Hill	Attachments Resolution and Agreement
Required Time for Presentation 5 Minutes	Budget Impact none
Is This Time Sensitive No	Description of this Item The Murray School District wants to provide its students better access to their LTE broadband network. The District wants to place equipment on the city-owned cell tower to do this.
Mayor's Approval 	
Date February 3, 2023	Any additional space needed is available on second page.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND MURRAY CITY SCHOOL DISTRICT ("DISTRICT") FOR THE LICENSE AND ACCESS TO A CITY COMMUNICATION TOWER

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

WHEREAS, the City and the District are "public agencies" as contemplated in Utah Code Ann. § 11-13-101, *et seq.* – Interlocal Cooperation Act; and

WHEREAS, the District and the City have beneficially entered into cooperative agreements for various projects; and

WHEREAS, THE City and the District have developed a long-term relationship of cooperation and sharing of resources to do what is in the best interest of the community; and

WHEREAS, City owns a communications tower ("Tower") on real property the City owns at 5624 South 300 West; and

WHEREAS, the City has been approached by the District concerning the use of the Tower in order to increase the District's ability to provide wireless high-speed internet capability to its students as part of District's LTE broadband network;

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

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

PASSED AND APPROVED this _____ day of _____, 2023

MURRAY CITY MUNICIPAL COUNCIL

Gary Hrechkosy, Chair

ATTEST

Jennifer Kennedy, City Recorder

TOWER ANTENNA LICENSE AND ACCESS AGREEMENT

Between Murray City Corporation and Murray City School District

This Agreement is made and entered into this _____ day of _____, 2023, by and between Murray City Corporation (“City”), a municipal corporation of the state of Utah, and Murray City School District (“District”), a political subdivision of the state of Utah.

RECITALS

WHEREAS, the City and District are public agencies authorized by the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, to enter into agreements with each other for the joint and cooperative action which will enable them to make the most efficient use of their powers on a basis of mutual advantage; and

WHEREAS, the City and District have developed a long-term relationship of cooperation and sharing of resources to do what is in the best interest of the community; and

WHEREAS, the City owns a communications tower (the “Tower”) on property it owns at 5624 South 300 West in Murray, Utah; and

WHEREAS, the Tower and the property upon which it is located are and shall remain solely the property of the City; and

WHEREAS, the City has been approached by the District concerning the use of the City’s Tower in order to increase the District’s ability to provide wireless high-speed internet capability to its students as part of its educational LTE broadband network; and

WHEREAS, the District wants to install, remove, replace, maintain and operate, at its expense, a wireless broadband service system facility, including mounting antennas, fixtures, equipment and necessary appurtenances on and near the Tower (collectively, the “Equipment”); and

WHEREAS, by increasing its LTE broadband network capacity, District will help improve the educational opportunities and wellbeing of Murray City school children and their families; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, the City and District want to enter into this Agreement subject to the following terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein and in reliance thereon, and pursuant to the Utah Interlocal Cooperation Act (section 11-13-1 et seq. of the Utah Code), it is agreed by and between the parties as follows:

AGREEMENT

1. **License.** The City grants a non-exclusive, revocable license to District to install, operate and maintain Equipment on the City's Tower located at 5624 South 300 West in Murray, Utah. The Equipment shall be solely for District's own LTE broadband network. District shall not use the Tower to connect with other telecommunication providers without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
2. **Use.** District may use space on the Tower to install, operate and maintain Equipment so long as the Equipment does not cause issues with tower loading or wind shear, and does not interfere with the openings to the tower, ladders, braces, paint removal or painting of the tower, and is in compliance with all state and federal laws or the rules and regulations of any agency or instrumentality thereof.
3. **Inspections.** District shall conduct a tower loading test and shall inspect the Tower to determine the suitability and condition of the Tower. District shall provide to the City detailed plans and specifications certifying that the size and placement of the Equipment shall meet or exceed the wind load requirements of the City, setting forth the proposed antenna and other equipment, the height and location of such equipment, and the equipment shelters related to the use of the equipment.
4. **Representations of Condition and Allowed Testing.** City makes no representation as to the condition of the Tower or its suitability for any purpose desired by District. District shall be solely responsible for determining the safety of the Tower or its suitability for the uses described herein. District is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location/position of the Tower are suitable for District's use and intended by this Agreement. District shall inspect and conduct safety tests prior to accessing or installing any Equipment on the Tower.
5. **Installation and Maintenance Costs.** District is responsible for all installation and maintenance costs of the Equipment and shall work in good faith with the City for agreeable placement locations and design. City agrees that it shall not move, disconnect or adjust, in any way, District's Equipment without the supervision of a District representative on site. District acknowledges and agrees that it shall be responsible for moving or protecting its equipment during any repairs or renovations to the Tower, and the City shall incur no liability to the District for any injury, expense, or claim incurred by District in the event of any such repair or renovation.
6. **Interference.** District shall not (nor shall it allow any of its employees, agents or others claiming through it to) construct, operate, maintain, upgrade or remove any antenna, antenna system, the communication shelter and the communications facility or any other equipment so as to cause or contribute to any adverse effect or interference with the City's or the equipment of another tenant on the Tower including, without limitation,

communications equipment or the City's or other tenant's use of, or rights of use with respect to, the Tower, access easement or utility easement or other contiguous property. In the event of any adverse effect or interference, District shall take all steps necessary to correct and eliminate the adverse effect or interference within ten (10) days including the removal of any interfering antenna or other equipment from the Tower, access easement, utility easement or contiguous property.

7. **Hazardous Substances.** District shall not introduce or use on the site any hazardous substance or other substance in violation of any applicable law.
 8. **Easements.** District, its employees, agents, subcontractors, and licensees are hereby given and granted a non-exclusive easement for ingress, egress, and regress to and from the Tower and easements over, under, upon and across the Tower and adjoining lands and rights-of-way owned by the City on a twenty-four (24) hour basis for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of the Equipment and other necessary appurtenances and an easement thereon for telephone lines, power lines, cables and wires used in connection with the Equipment. Such easements for ingress, egress and regress and such easement for telephone lines, power lines, cables and wires shall be over existing roads, parking lots, and/or roads on the property.
 9. **Utility Costs.** District shall be solely responsible for and promptly pay all charges for electricity, telephone service, or any other utility used or consumed by the District in relation to the Equipment placed on Tower. If necessary, District shall have an electrical current meter installed for District's electrical usage. District shall be responsible for the costs of such meter installation, maintenance, upgrade and repair.
 10. **No Third-Party Benefit.** Neither the City nor District intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any right in or obligations to any third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.
 11. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid and addressed to the following contacts:

Murray City: Chief Administrative Officer
5025 South State Street
Murray, Utah 84107

School District: _____

-
12. **Immunity and Indemnification.** City and District are governmental entities under the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code (the “Act”). Consistent with the Act, City and District shall be responsible and liable for their own wrongful, reckless or negligent acts. The parties agree to indemnify, defend and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless or intentional acts or omissions of the party. Neither party waives any defenses otherwise available to them under the Act.
13. **Laws and Regulations.** City and District shall comply with all applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities and obligations under this Agreement.
14. **Assignment.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without the written consent of the other party.
15. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
16. **Amendments.** This Agreement may be amended, changed, modified or altered only by the mutual written agreement of the parties.
17. **District Contractors.** District’s contractors and subcontractors, if any, who perform work for District in accordance with this Agreement, shall also be bound by the provisions of this Agreement.
18. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws, rules and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County or the United States District Court of Utah.
19. **Independent Contractors.** The relationship of the parties established by this Agreement is solely that of independent contractors. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties. The parties and their respective officers, employees, volunteers, agents or contractors shall not act as an agent or employee of the other.
20. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the parties and supersedes any and all other prior and contemporaneous understandings, negotiations or agreements between the parties, whether oral or written.

21. Term. The term of this Agreement (the "Initial Term") is five (5) years, beginning on the date when the Agreement is fully executed. This Agreement shall be automatically renewed for an additional five (5) year period.

- a. During the Initial Term, (i) City may only terminate the Agreement if District commits a material breach of the Agreement and shall fail to cure such breach within thirty (30) days after written notice thereof; and (ii) District may terminate with or without cause upon ninety (90) days notice.
- b. After the Initial Term, either party may terminate this Agreement with or without cause upon giving ninety (90) days notice to the other party.

22. Section Headings. Section headings are for convenience only and shall not affect the interpretation of this Agreement.

23. Waiver. The failure of either party at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements or covenants contained in this Agreement shall not constitute a waiver of such provision, nor in any way affect the validity of the Agreement, any part hereof, or the right of the party hereunder to demand strict compliance and performance therewith. None of the undertakings

ENTERED INTO AND EFFECTIVE as of the day and year first written above.

MURRAY CITY CORPORATION

Brett A. Hales, Mayor

ATTEST:

Brooke Smith, City Recorder

MURRAY CITY SCHOOL DISTRICT

Superintendent

(Printed Name)

ATTEST:

(Printed Name and Title)

APPROVED AS TO FORM
AND LEGALITY

APPROVED AS TO FORM AND
LEGALITY

G.L. Critchfield, City Attorney

(Printed Name and Title)

DRAFT



MURRAY
CITY COUNCIL

Discussion Item #4



MURRAY

City Council

Discussion on donations for non-profit entities

Council Action Request

Committee of the Whole

Meeting Date: February 21, 2023

Department Director Jennifer Kennedy	Purpose of Proposal Discuss donating money to non-profit entities.
Phone # 801-264-2622	Action Requested Information
Presenters G.L. Critchfield Jennifer Kennedy	Attachments None
Required Time for Presentation 20 Minutes	Budget Impact None
Is This Time Sensitive Yes	Description of this Item The council will discuss how to proceed with donations to non-profit entities.
Mayor's Approval	
Date February 8, 2023	

Supporting documentation coming in final
packet.



MURRAY
CITY COUNCIL

Discussion Item #5



MURRAY

Council Action Request

Murray City Council

Annual Open and Public Meeting Act/Anti-Harassment Training

Committee of the Whole

Meeting Date: February 21, 2023

Department Director Jennifer Kennedy Council Director	Purpose of Proposal To review the Open and Public Meeting Act requirements and the City's Anti-Harassment Policy
Phone # 801-264-2622	Action Requested Information only.
Presenters G.L. Critchfield	Attachments None
	Budget Impact None
	Description of this Item This is an opportunity to review all aspects of the State of Utah Open and Public Meeting Act requirements as it applies to municipal government and elected officials and the City's Anti-Harassment Policy and how someone should report discrimination or harassment.
Required Time for Presentation 20 Minutes	
Is This Time Sensitive Yes	
Mayor's Approval	
Date February 7, 2023	

OPEN AND PUBLIC MEETINGS ACT

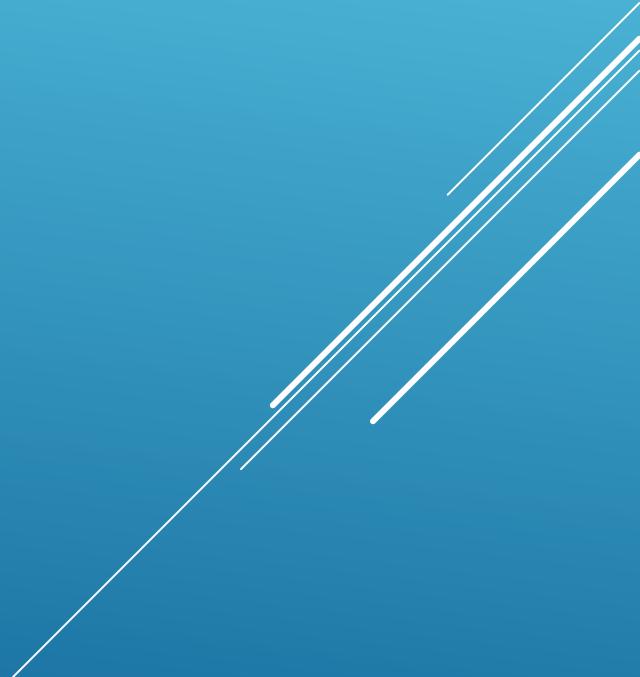
2023 City Council Annual Training

- ▶ The presiding officer of the public body shall ensure that the members of the public body are provided with annual training on the requirements of the Open and Public Meetings Act.

ANNUAL TRAINING REQUIRED

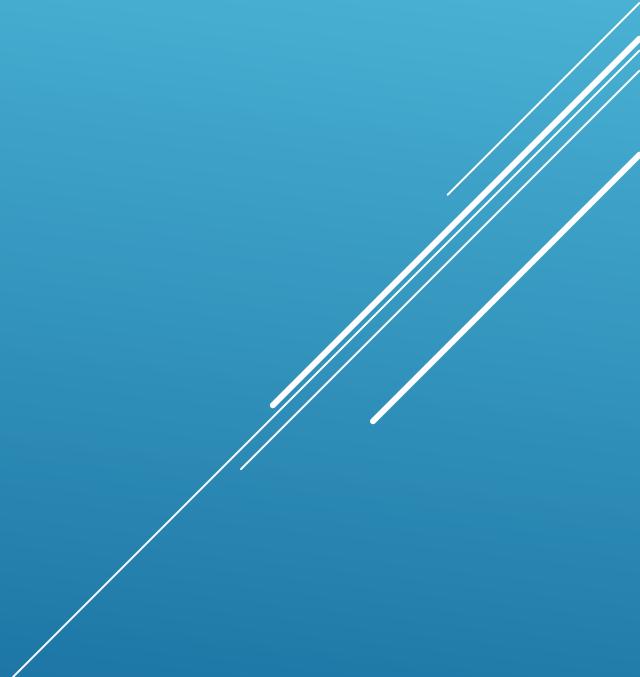
- ▶ 52-4-102 Declaration of public policy.
 - ▶ The Legislature finds and declares that the state, its agencies and political subdivisions, exist to aid in the conduct of the people's business.
 - ▶ It is the intent of the Legislature that the state, its agencies, and its political subdivisions:
 - ▶ take their actions openly; and
 - ▶ conduct their deliberations openly.

PUBLIC POLICY



- ▶ “Openly” refers to the fact that every portion of every City Council meeting must be open to **public observation**. While many entities have a “citizen comment” period, members of the audience may not participate in the deliberations of the Council without express invitation by the Council.

“ACTING AND DELIBERATING OPENLY”



- ▶ “Meeting” means the convening of the Council, with a quorum present whether in person or by electronic means, for the purpose of discussing, receiving comments from the public about, or acting upon a matter over which the Council has jurisdiction.
- ▶ Chance gatherings or social gatherings are not meetings

WHAT IS A MEETING?



- ▶ “Quorum” means a simple majority of the membership of a public body, unless otherwise defined by applicable law.
- ▶ Three City Council members

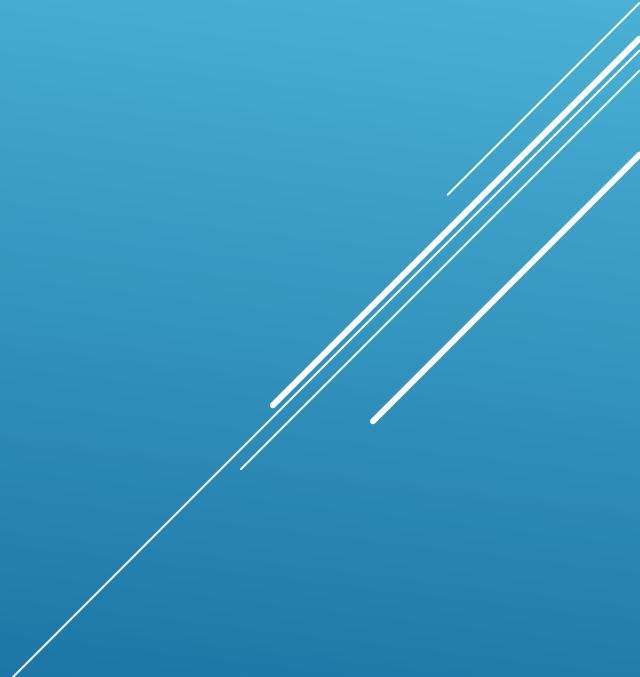
QUORUM DEFINED

- ▶ One annual notice published of regularly scheduled meetings
- ▶ Give at least 24 hours notice of each meeting
 - ▶ Agenda, date, time and place
 - ▶ Post notice at principal office and on Utah Public Notice Website, and provide notice to media
 - ▶ The 24-Hour notice requirement may be disregarded if:
 - ▶ due to unforeseen circumstances, an emergency meeting is necessary to consider matters of an emergency or urgent nature; and
 - ▶ Council gives the best notice practicable of the time, place, and topics to be considered at the emergency meeting.

NOTIFYING THE PUBLIC

- ▶ reasonable specificity to notify the public as to the topics to be considered at the meeting
- ▶ each topic shall be listed under an agenda item
- ▶ topic raised by the public may be discussed during an open meeting, even if not included in the agenda; but no action may be taken

AGENDA



- ▶ Closed Meeting may be held if:
 - ▶ A quorum is present, and
 - ▶ 2/3 of the Council Members, present at the Open Meeting, vote to approve closing the meeting.

The reasons for closing a meeting, the location of the Closed Meeting, and the vote by name of each Council Member either for or against the motion to hold the closed meeting, must be publicly announced and entered on the minutes of the open meeting at which the closed meeting was approved.

CLOSED MEETINGS

- ▶ Discussion of the character, professional competence, or physical or mental health of an individual.
- ▶ Strategy sessions to discuss pending or reasonably imminent litigation.
- ▶ Strategy sessions to discuss the purchase, exchange, or lease of real property if disclosure of the transaction would disclose the appraisal or value of property, or prevent completion on best possible terms.
- ▶ Strategy sessions to discuss the sale of real property.
- ▶ Discussion regarding the deployment of security personnel, devices, or systems.
- ▶ Investigative proceedings regarding allegations of criminal misconduct.

REASONS TO CLOSE A MEETING

- ▶ A closed meeting shall be recorded and may have detailed written minutes.
- ▶ Exceptions: discussion of character, professional competence or physical or mental health of an individual or the discussion regarding the deployment of security personnel, devices, or systems need not be recorded. However, in such cases, a sworn affidavit needs to be signed regarding the purpose of the closed meeting.
- ▶ Closed Meeting Minutes or the Recording are protected records under GRAMA, subject to disclosure by court order.

MINUTES OF CLOSED MEETINGS

- ▶ Electronic Meetings With Anchor Location: Authorized if done pursuant to an adopted resolution, rule, or ordinance and is properly noticed.

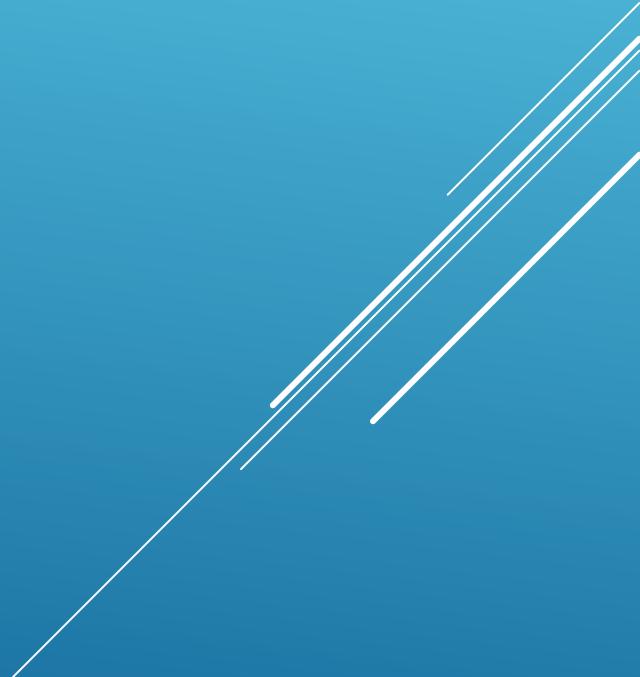
ELECTRONIC MEETINGS

- ▶ Disruptions of Meetings: Individuals can be removed from a public meeting if they willfully disrupt the meeting to the extent orderly conduct is seriously compromised.
- ▶ Final Actions Voidable: Any final action taken in violation of Section 52-4-201 (meeting not open but should have been), 52-4-202 (notice provisions, including closed meetings), or 52-4-207 (electronic meetings) is voidable by a court. Statute of limitations is 90 days, except challenge to approval of bonds is 30 days.
- ▶ Public Enforcement: Utah Attorney General and District Attorney may enforce chapter.
- ▶ Private Enforcement: A person denied any right under this chapter may commence suit in court to:
 - ▶ compel compliance with or enjoin violations of this chapter; or
 - ▶ determine the chapter's applicability to discussions or decisions of a public body.
- ▶ Closed Meeting Violations: Class B misdemeanor.

ENFORCEMENT

- ▶ Transparency laws (open meetings, open records) are referred to as Sunshine Laws, meaning that the business of the public body is to be conducted “in the sunshine,” or in the open, and the public may attend, observe, and scrutinize.
- ▶ Utah enacted the very first Sunshine Law in 1898, the Utah Open and Public Meetings Act.

UTAH'S HERITAGE OF TRANSPARENCY



CITY COUNCIL HARASSMENT TRAINING

POLICY

- To foster and maintain a work environment that is free from discrimination and intimidation. Toward this end, the City Council will not tolerate harassment of any kind that is made by City Councilmembers toward fellow Councilmembers, City Council Staff, City employees or members of the public.

Who is Covered By City Council Policy?

- Rule IX, Council Relations, Anti-Harassment Policy Applies to Councilmembers.

Harassment Defined

- Harassment is unwelcome conduct that is based on race, color, religion, sex (including pregnancy, childbirth and related medical conditions), national origin, age (40 or older), disability, genetic information, marital status, sexual orientation, honorably discharged veteran or military status or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

What Conduct is Harassing Conduct?

- The making of demeaning comments, whether verbally or in writing, or use of unwelcome epithets, gestures or other physical conduct, based on the protected classes.
- Harassment does not have to be of a sexual nature in order to be illegal. Offending conduct based on a victim's gender that is severe or pervasive enough to create a hostile (abusive) work environment is also illegal.

What is Sexual Harassment?

- Sexual harassment is a form of sex discrimination. EEOC guidelines define sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
- Submission to such conduct is a term or condition of an individual's employment. The requirement may be stated outright or may be implicit, or implied.
- Submission to or rejection of the conduct is a basis for employment decisions
- Conduct of a sexual nature has the purpose or effect of unreasonably interfering with work performance
- Conduct of a sexual nature creates an intimidating, hostile, or offensive working environment.

Unwelcome Conduct

- Unwelcome means unwanted. Sexual conduct is unwelcome whenever the person subjected to it considers it unwelcome.

Either Gender May Harass, Either Gender May be a Victim of Harassment

- To constitute harassment, the conduct does not need to be sexually motivated. The harassment just needs to be based on a victim's gender.

Inappropriate Conduct

- What constitutes sexual harassment can vary depending on the situation and people involved.
- Examples of actions that could be sexual harassment if they happen often enough or are severe enough to make one uncomfortable, intimidated, or distracted enough to interfere with their work:
 - unwelcome sexual advances or requests for sexual favors
 - direct or indirect threats or bribes for sexual activity
 - sexual innuendos and comments, or sexually suggestive jokes may be sexual harassment in some contexts
 - unwelcome touching or brushing against a person

Inappropriate Conduct (continued)

- compliments of an employee's appearance
- commenting on the attractiveness of others in front of an employee
- asking an employee about his or her sex life
- circulating nude photos or photos of women in bikinis or shirtless men in the workplace
- sexually suggestive text messages or emails
- leaving unwanted gifts of a sexual or romantic nature
- repeated hugs or other unwanted touching (e.g., a hand on an employee's back)
- Finally, attempted or completed sexual assault would be sexual harassment

Laws that Apply

- These laws protect individuals from discrimination based upon sex.
 - Federal Law: Title VII of the Civil Rights Act of 1964. protects individuals from discrimination based upon sex.
 - State Law: Chapter 5 of title 34A of the Utah Code, known as the Utah Antidiscrimination Act.
- Council Rule IX.

Reporting Inappropriate Conduct

- If the incident involves a city employee, or an appointee to an advisory board or a commission, the incident should be reported as soon as possible to the Mayor.
- If the incident involves a Councilmember or Council Staff, the incident should be reported as soon as possible to the City Attorney.

Investigation

- Prompt investigation
- Confidential investigation to fullest extent possible

Corrective Action

- Anyone who is found to have violated this policy is subject to corrective action. Corrective action will depend on the gravity of the offense. The City Council will take whatever action it deems necessary to prevent an offense from being repeated.

No Retaliation

- The City Council will not permit retaliation against anyone who makes a complaint or who cooperates in an investigation.



MURRAY
CITY COUNCIL

Discussion Item #6



City Council

Legislative Updates

MURRAY

Council Action Request

Committee of the Whole

Meeting Date: February 21, 2023

Department Director Jennifer Kennedy	Purpose of Proposal Update on the 2023 Legislative Session
Phone # 801-264-2622	Action Requested Information Only
Presenters Pam Cotter G.L. Critchfield	Attachments None
Required Time for Presentation 10 Minutes	Budget Impact None
Is This Time Sensitive No	Description of this Item Provide the council with an update on the 2023 Legislative Session.
Mayor's Approval	
Date February 7, 2023	



MURRAY
CITY COUNCIL

Adjournment



MURRAY
CITY COUNCIL

Council Meeting

6:30 p.m.

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes



MURRAY CITY MUNICIPAL COUNCIL

MEETING MINUTES

The Murray City Municipal Council met on **Tuesday, February 07, 2023, at 06:30 PM** for a meeting held in the Murray City Council Chambers, 5025 S State Street, Murray, Utah.

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

OPENING CEREMONIES

Council in Attendance:

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

Administrative Staff in Attendance

Brett A. Hales, Mayor
Doug Hill, Chief Administrative Office
Tammy Kikuchi, Chief Communication Officer
G.L. Critchfield, City Attorney
Brooke Smith, City Recorder
Brenda Moore, Finance and Administration Director
Craig Burnett, Police Chief
Joey Mittelman, Fire Chief
Jared Hall, Community and Economic Development Director
Kim Fong, Library Director
Isaac Zenger, Network Administrator

Others in Attendance:

Kirby Croyle, Barbara Ray, Kathy White, Jenn Kikel-Lynn, Kathleen Stanford, Peggy Imai, Anthony Semone, Wendy Parson Baker, Adam Hock, Mark Hendrickson, Clark Bullen

Opening Ceremonies

Call to Order – Councilmember Rosalba Dominguez called the meeting to order at 6:35 p.m.

The audience was invited to recite the Pledge of Allegiance led by Councilmember Rosalba Dominguez.

APPROVAL OF MINUTES

1. Council Meeting - January 10, 2023
2. Council Meeting - January 17, 2023

Draft

MOTION

Councilmember Philip Markham moved to approve the MINUTES on January 10, 2023, and January 17, 2023. The motion was SECONDED by Councilmember Pamela Cotter.

Roll Call:

Ayes: Philip Markham, Pamela Cotter, Rosalba Dominguez, Diane Turner, Garry Hrechkosy

Motion passes 5-0

SPECIAL RECOGNITION

1. Consider a Joint Resolution of the Mayor and Municipal Council recognizing February 2023 as Love Your Library month.

The Murray City Mayor and Municipal Council passed a joint resolution in February 2023 declaring the month as "Love Your Library Month" to honor Murray City Library and its resources, show appreciation for library users, and encourage Murray citizens to engage with the library. The resolution recognized the important role of libraries in providing accessible and free educational resources for the community and their positive impact on all age groups, from early literacy programs for children to services for adults and life-long learning opportunities. The resolution also highlighted the importance of librarians in the functioning of libraries and the inclusive nature of libraries in fostering community growth.

MOTION

Councilmember Diane Turner moved to adopt the Joint Resolution of the Mayor and Municipal Council recognizing February 2023 as Love Your Library month. The motion was SECONDED by Councilmember Philip Markham.

Roll Call:

Ayes: Philip Markham, Pamela Cotter, Rosalba Dominguez, Diane Turner, Garry Hrechkosy

Motion passes 5-0

Library Director, Kim Fong shared a brief story about observing a father and his young son building blocks at the library's block table. The father informed the son that they had to leave in five minutes. The son responded, "but the library feels good." This made Kim Fong, who was walking by, happy as they want people to feel good when they were in the library. Kim Fong thanked the city council for the resolution and the hard work of the library staff.

Council members shared their support and appreciation for the city Library and what they provide for the community.

CITIZEN COMMENT(S)

Those wishing to have their comments read into the record may send an email by 5:00 p.m. the day prior to the meeting date to city.council@murray.utah.gov. Comments are limited to three minutes or less (approximately 300 words for emails) and must include your name and address.

Kirby Croyle

Kirby Croyle is a resident of Sandy city and a member of the League of Women Voters. She mentioned that they frequently use the library and appreciate the space for its light and openness. She is a member of the League of Women Voters and is interested in making sure citizens have access to information and observing various councils and boards to gather the information that is important to their constituents. The league is nonpartisan and its observers document information without any opinion or slant. They are celebrating their 103rd anniversary this month, founded on Valentine's Day to encourage citizens to register to vote and care about their communities. The league also offers a weekly briefing of items across the county that may be of interest to citizens. The speaker thanks the mayor and other council members for their hard work and devotion to their communities.

Barbara Ray

Barbara Ray is grateful for the City Council's decision to install a camera in the back of the council meeting, which can be accessed online, allowing viewers to watch the council's proceedings from the

comfort of their own homes. Barbara Ray also mentions that they appreciate the hard work and dedication of the City Council to their community, and mentioned the League of Women Voters, which she is a part of, and its mission to provide impartial information to the public. Barbara Ray encourages those interested to sign up for the League's weekly briefing online.

Clark Bullen

Clark Bullen spoke about the upcoming changes to the zoning of the MCCD and raised a concern that there was not a requirement for a historic look and feel in the area. He mentioned that the recent city survey showed that citizens would like to see traditional architecture and brick building materials in the downtown area. Clark Bullen encouraged the council to consider adding a historic design requirement for the MCCD and to approve it before the property at 5025 South State Street goes to market. He believes that this will ensure that the new development matches the rest of the MCCD in architectural style and fit with the citizens' preferences.

CONSENT AGENDA

None scheduled.

PUBLIC HEARING(S)

Staff, sponsor presentations, and public comments will be given prior to Council action on the following matter. The Council Meeting Agenda Packet can be found [HERE](#).

1. Consider an ordinance amending Section 17.78.050 of the Murray City Municipal Code relating to the minimum area required for detached accessory dwelling units.

Minutes Attachments

1. CC 2.07.23 Detached ADU .pdf

PRESENTATION

Jared Hall discussed a proposed amendment to the accessory dwelling unit (ADU) section of the city code. The amendment is specifically for detached ADUs and relates only to the minimum lot size required for them. The current minimum lot size for detached ADUs is 12,000 square feet, but the amendment proposes reducing it to 10,000 square feet. Based on the review and findings, Staff recommended that the council approve the request to amend the text of Chapter 17.78.050(J).

The applicant, Peggy Mai, was in the audience and declined to speak.

DISCUSSION

Council discussed the legislature's intent with housing and ADUs.

Jared Hall said there was nothing on the horizon as of now that would put Murray at odds with the direction the legislature is headed in terms of detached accessory dwelling units with this amendment. Currently, the state mandates changes to the interior or attached accessory dwelling units but left detached ones alone. In addition, last year, his department processed 18 ADU applications, and none of them were detached.

Jared Hall would like to look into ways of making detached accessory dwelling units easier to construct but wants to be careful so as not to make the standards too loose and create a negative impact on the setback requirements. He mentioned that most single-family lots in Murray are 8000 square feet or lower, which makes it difficult to construct detached accessory dwelling units. However, staff does support this amendment to reduce the lot size from 12,000 square feet to 10,000 square feet.

CITIZEN COMMENTS

The public hearing was open for public comment.

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

MOTION

Councilmember Philip Markham moved to approve the ordinance amending Section 17.78.050 of the Murray City Municipal Code relating to the minimum area required for detached accessory dwelling units. The motion was SECONDED by Councilmember Pamela Cotter.

Roll Call:

Ayes: Philip Markham, Pamela Cotter, Rosalba Dominguez, Diane Turner, Garry Hrechkosy

Motion passed 5-0

BUSINESS ITEM(S)

None scheduled.

MAYOR'S REPORT AND QUESTIONS

Mayor Hales thanked the council for touring the new city hall construction site. The Mayor believed the city hall visit was a positive experience and everyone is excited about the new building.

Councilmember Philip Markham thanked the Mayor for the Annual Report and recommended making it available on the City webpage.

Councilmember Rosalba Dominguez thanked the Mayor for an invitation to the Board and Commission banquet.

Councilmember Pamela Cotter requested the city invite the alumni of Arlington Elementary to walk through the building one more time before it closes. She would also like to have some of the bricks preserved for citizens to keep.

ADJOURNMENT

The meeting was adjourned at 7:05 p.m.

ADDITIONAL INFORMATION

The next scheduled meeting will be held on ~~Tuesday, February 21, 2023~~, at 6:30 p.m. MST.

Supporting materials are available on Murray City's website at www.murray.utah.gov.

Special Accommodations for the hearing or visually impaired will be made upon a request to the office of Murray City Recorder (801-64-2662). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah #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 speakerphone. The speakerphone 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.

At least 24 hours prior to the meeting, a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. 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>.

City Council

February 7, 2023

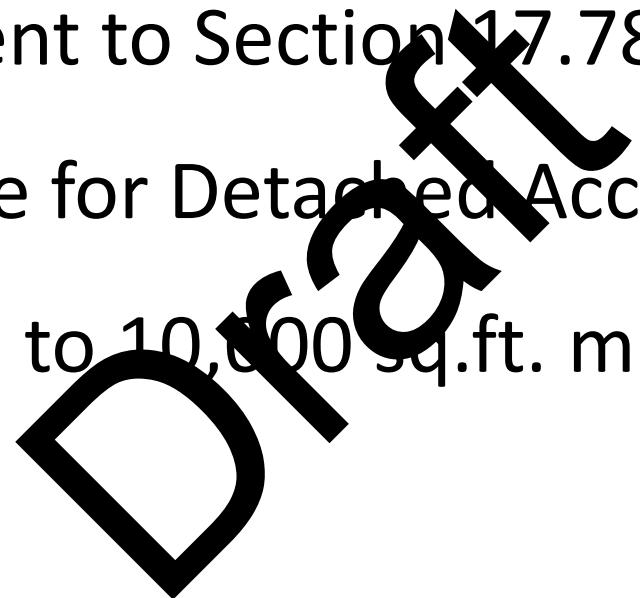
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Applicant: Peggy Imai

Request: Text Amendment to Section 17.78.050.(J) changing the minimum square footage for Detached Accessory Dwelling Units (ADU) from 12,000 sq.ft. to 10,000 sq.ft. minimum

Address: N/A



Types of ADUs

Attached (left)

- A part of the main dwelling; basement, addition, etc.

Detached (right)

- Wholly separated from the existing dwelling

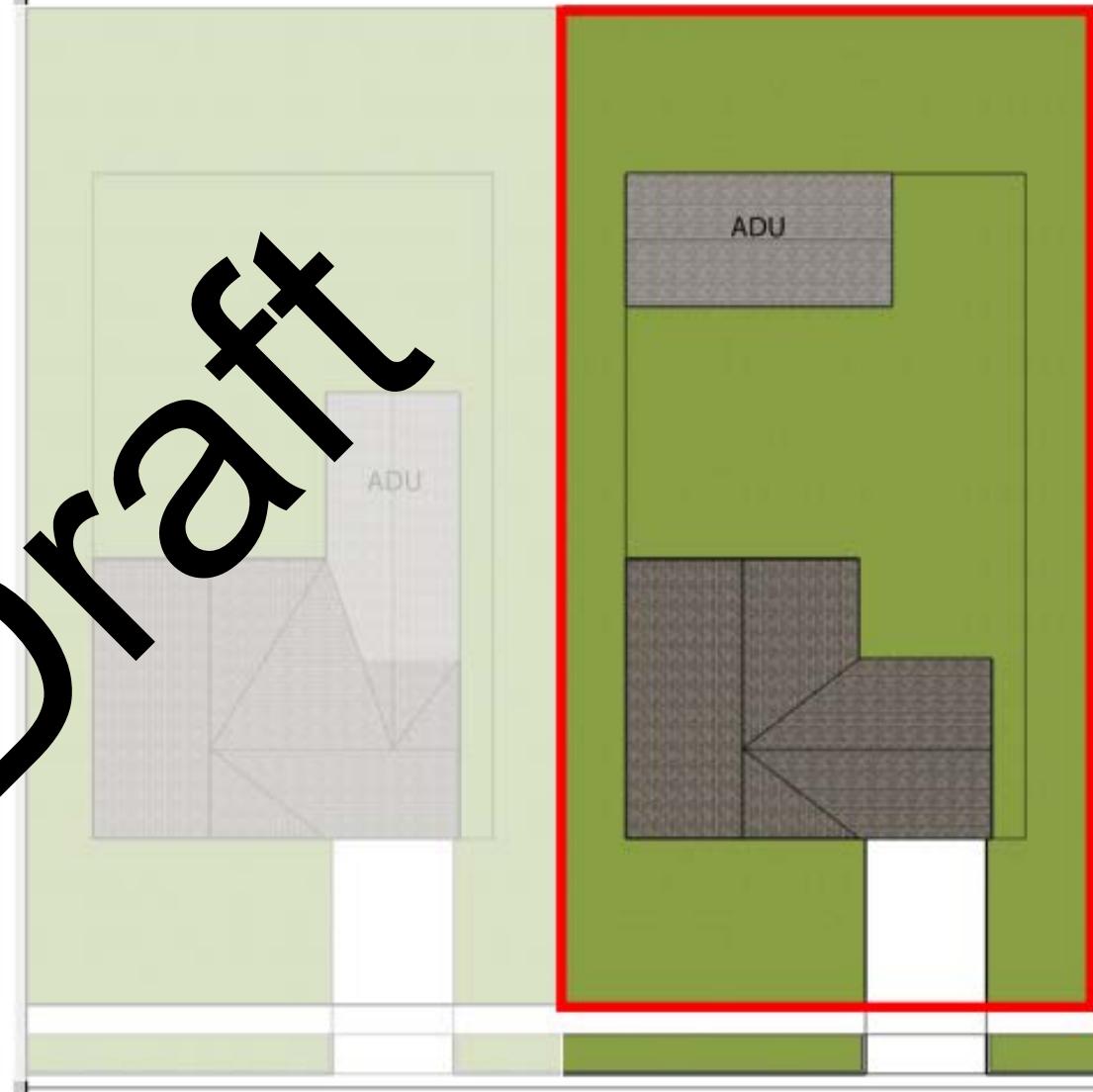
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Detached ADUs

- Current requirements
 - 12,000 sq ft lot required
 - 1,000 sq ft or 40% of main dwelling
 - No more than 2 bedrooms
 - Two additional off-street parking spaces
- Proposed requirements
 - **10,000 sq ft lot required**
 - 1,000 sq ft or 40% of main dwelling
 - No more than 2 bedrooms
 - Two additional off-street parking spaces

Draft



125
feet
deep

10,000 square feet

ADU

FINDINGS

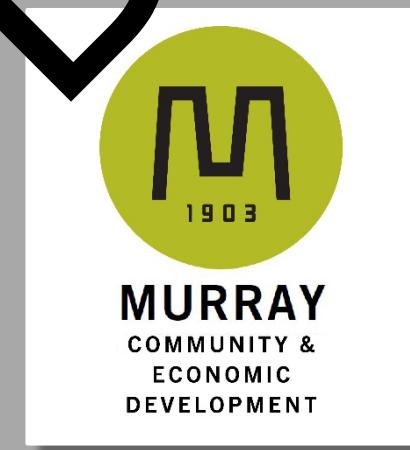
1. The proposed text amendment furthers objective 9 of the Land Use and Urban Design Element of the General Plan to “provide a mix of housing options and residential zones to meet a diverse range of needs related to lifestyle and demographics, including age, household size, and income” by making the process to construct and operate an ADU easier.
2. The proposed changes are in harmony with objective 11 of the Land Use and Urban Design Element to “stimulate reinvestment in deteriorating areas of the city to support growth and enhance the image of the community” by reducing the minimum area requirement from 15,000 square feet to 10,000 square feet for a detached ADU.
3. Staff finds that objective 3 of the Neighborhood & Housing Element that states “encourage housing options for a variety of age, family size and financial levels” supports the proposed changes. This allows additional residents that own a home that may be struggling to pay their mortgage or have a family member, friend or caretaker to reside on the same property.
4. Objective 1 of the Moderate-Income Housing Element states “ensure housing affordability targets are achievable using a range of strategies”. One of the strategies in this objective states to continue to support ADUs in all residential zones. Staff finds that the proposed change will further this objective by making it easier to construct and operate a detached ADU.

Staff Recommendation

The Planning Commission and staff recommends that the City Council **APPROVE** the requested amendment to **Section 17.78.050. (J) Detached Accessory Dwelling Units, to state: The minimum lot size required for construction of a detached ADU in all single-family residential zones shall be ten thousand (10,000) square feet.**

THANK YOU

Draft





MURRAY
CITY COUNCIL

Special Recognition



MURRAY
CITY COUNCIL

Special Recognition #1



MURRAY

City Council/Mayor

Employee of the Month - Scott White

Council Action Request

Council Meeting

Meeting Date: February 21, 2023

Department Director Jennifer Kennedy	Purpose of Proposal Employee of the Month recognition
Phone # 801-264-2622	Action Requested Informational only
Presenters Rosalba Dominguez Joey Mittelman	Attachments Recognition Form
Budget Impact	Description of this Item None
Required Time for Presentation	See Employee of the Month Recognition Form
Is This Time Sensitive No	
Mayor's Approval	
Date February 7, 2023	

EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

DATE:

NAME of person to be recognized:

Submitted by:

DIVISION AND JOB TITLE:

YEARS OF SERVICE:

REASON FOR RECOGNITION:

COUNCIL USE:





MURRAY
CITY COUNCIL

Special Recognition #2



MURRAY

City Council

Resolution from Wasatch Front Waste and Recycling District

Council Action Request

Council Meeting

Meeting Date: February 21, 2023

Department Director Jennifer Kennedy	Purpose of Proposal Recognize Board Member Diane Turner
Phone # 801-264-2622	Action Requested Information
Presenters Pam Roberts	Attachments WFWRD Resolution
Required Time for Presentation	Budget Impact None
Is This Time Sensitive Yes	Description of this Item Pam Roberts with WFWRD will present Diane Turner with a resolution of appreciation for her service on the WFWRD Board.
Mayor's Approval	
Date February 8, 2023	

**A RESOLUTION OF THE
WASATCH FRONT WASTE AND RECYCLING DISTRICT
BOARD OF TRUSTEES
EXPRESSING APPRECIATION TO BOARD MEMBER DIANE TURNER**

RESOLUTION NO. 4418

ADOPTED JANUARY 23, 2023

BE IT KNOWN AND REMEMBERED THAT

WHEREAS, the Wasatch Front Waste and Recycling District (the “District”), formerly known as the Salt Lake County Special Service District No. 1, was established in January 1977 by the Salt Lake County Commissioners, and renamed the Wasatch Front Waste and Recycling District effective as of January 1, 2013; and

WHEREAS, on November 10, 2009 the Salt Lake County Council created the Administrative Control Board (“Board”) to govern the District effective January 1, 2010; and

WHEREAS, on March 16, 2022, the County Council reorganized the District as a local district and the Board of Trustees was granted full governing authority as allowed under State Statutes; and

WHEREAS, Diane Turner was appointed to the Board by the Murray City Council in January, 2020 and

WHEREAS, this honorable board member served their respective constituents faithfully and diligently; and

WHEREAS, the Board has been effective in governing the District and the waste and recycling collection services for its 86,000 households; and

WHEREAS, the District wishes to express appreciation to this board member for their years of dedicated service; and

NOW, THEREFORE, BE IT RESOLVED by the Board, that this member is appreciated and recognized. We applaud all the efforts of the Board Members and staff.

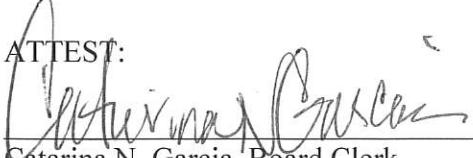
APPROVED AND ADOPTED this 23rd day of January 2023.

**WASATCH FRONT WASTE AND RECYCLING
DISTRICT BOARD OF TRUSTEES**

By:


Dan Gibbons, Board of Trustees Chair

ATTEST:


Catarina N. Garcia, Board Clerk



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Consent Agenda



MURRAY

Mayor's Office

Appointment - Karen Summerhays to the Senior Rec. Center Board.

Council Action Request

Council Meeting

Meeting Date: February 21, 2023

Department Director Kim Sorensen	Purpose of Proposal Appointment of board member.
Phone # 801-264-2619	Action Requested Consider confirmation of the Mayor's appointment of Karen Summerhays to the Senior Recreation Center Board.
Presenters Mayor Hales	Attachments Resume
Required Time for Presentation	Budget Impact None
Is This Time Sensitive Yes	Description of this Item Karen Summerhays will be appointed to the Senior Recreation Center board from February 2023 - January 2026. Karen will fill the position left vacant by Becky Harris.
Mayor's Approval <i>Doug Hill</i>	
Date February 7, 2023	



Karen M Summerhays

Murray, UT, 84107

SUMMARY

Talented Tax Partner and Tax Practice Owner with 25 years of experience. A successful career in planning, developing and executing events and initiatives to grow clientele revenue. Professional and outgoing with success in building relationships and attracting new clients.

SKILLS

- * Admitted to Practice in US Tax Court in 2013
- * National Tax Practice Institute Fellow since 2008
- * Enrolled Agent since 1999

EXPERIENCE

Audit Representative

Tax Audit, Feb. 2021 – Present

- Represent individuals under IRS audits by organizing their tax documents and meeting with IRS Auditors

Tax Partner

South Jordan, UT

Larson & Associates/ Dec 2017 to April 2020

- Applied federal and state government regulations to prepare accurate and compliant tax returns for business and individuals
- Strategize plans to help clients reduce liabilities and maximize deductions in future tax periods
- Handle IRS and State tax audits and collections

President

Salt Lake City, UT

The Summerhays Group/ Jun 1995 to Dec 2017

- Kept project teams on-task with proactive control of budgets, schedules and scope of work
- Trained and coached key team members on production techniques to establish expectations and ensure compliance with quality guidelines
- Meet with clients for tax preparation, tax planning and business consulting

EDUCATION AND TRAINING

Bachelor of Science: Accounting

University of Utah

Salt Lake City, UT



COMMUNITY

Boards and Advisory Positions:

Community Animal Welfare Society – Treasurer 2019-2020

Church of Religious Science – Assistant Treasurer 2020

National Association of Women Business , President 1998

Wells Fargo Women's Advisory Committee -mid 1990's



MURRAY
CITY COUNCIL

Business Items



MURRAY
CITY COUNCIL

Business Item #1



MURRAY

Mayor's Office

Interlocal Agreement accepting transfer of Riverview Park

Council Action Request

Council Meeting

Meeting Date: February 21, 2023

Department Director Mayor Brett Hales	Purpose of Proposal Consider a Resolution and Interlocal Agreement accepting the transfer of Riverview Park from Salt Lake County to Murray City
Phone # 801-264-2600	Action Requested Consider approval of Resolution and Agreement
Presenters Doug Hill	Attachments Resolution, Agreement, Supporting documentation
Required Time for Presentation 5 Minutes	Budget Impact Approximately \$20,000 + utilities annually. Capital Improvements as funded.
Is This Time Sensitive No	Description of this Item Salt Lake County owns and maintains Riverview Park located at 5844 South 700 West in Murray. Salt Lake County is willing to transfer ownership to Murray City. An Interlocal Agreement is required to formalize the transfer. A cost analysis to maintain and upgrade the park to Murray's standards is attached.
Mayor's Approval <i>Doug Hill</i>	
Date February 3, 2023	

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE TRANSFER OF RIVERVIEW
PARK FROM SALT LAKE COUNTY TO MURRAY CITY

WHEREAS, Salt Lake County owns and operates the Riverview Park, located at approximately 5844 South 700 West within Murray City boundaries; and

WHEREAS, the County is desirous to transfer the ownership and maintenance of the Riverview Park to the City; and

WHEREAS, the City believes the transfer of the Riverview Park, and City's ownership and maintenance, will enhance the public's recreation and enjoyment within the City; and

WHEREAS, the Council believes the transfer to be in the public interest and complies with applicable law; and

WHEREAS, the City desires to accept the transfer of the Riverview Park from Salt Lake County; and

WHEREAS, the County and the City have prepared an interlocal agreement to formalize the transfer;

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

1. It hereby accepts the transfer of the Riverview Park from Salt Lake County; and
2. It approves the interlocal agreement, in substantially the form attached hereto.

DATED this _____ day of _____, 2023.

MURRAY CITY MUNICIPAL COUNCIL

Gary Hrechkosy, Chair

ATTEST

Brooke Smith, City Recorder

County Contract No.
DA's Contract No. 22CIV001547

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”), is made effective this ____ day of _____, 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (“County”) and **MURRAY CITY**, a municipal corporation of the State of Utah (“Murray”). County and Murray may each be referred to herein individually as a “Party” and jointly as the “Parties.”

RECITALS

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon; and

WHEREAS, Murray and County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act); and

WHEREAS, the conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act; and

WHEREAS, County owns several parcels of real property known as Riverview Park, located at approximately 5844 South 700 West, Murray, Salt Lake County, State of Utah 84107 (Parcel Nos. 21-14-426-032-0000, 21-14-426-019-0000, 21-14-426-031-0000, and as further described in the Quitclaim Deed attached hereto as Exhibit A), which is real property in the public use as a public park; and

WHEREAS, County also owns several parcels of real property known as Woodstock Meadows Park, located at approximately 1036 East and 1060 East Hyland Lake Dr., Murray, Salt Lake County, State of Utah 84121 (Parcel Nos. 22-17-402-004-0000, 22-17-402-003-0000, and as further described in the Quitclaim Deed attached hereto as Exhibit B), which is in the public use as a public park; and

WHEREAS, Riverview Park, and Woodstock Meadows Park, are collectively referred to herein as the “Parks”; and

WHEREAS, County desires to formally transfer and convey the Parks to Murray, and Murray desires to formally take and receive the Parks from County, for the purposes and on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. County shall convey the Parks to Murray via quitclaim deeds (hereinafter “Quitclaim Deeds”), for the purpose of operating and maintaining neighborhood parks. Murray shall be solely responsible for maintaining the Parks and shall repair or replace improvements thereon as necessary to maintain their current function and use.

2. Consideration. County and Murray agree that in consideration of the mutual benefit afforded the citizens of Murray and County, the restrictions on use identified in Section 3, and 4, and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, County will convey the Parks to Murray as outlined herein.

3. Use Restriction. The Parks shall be used by Murray solely for public parks:

a. The Quitclaim Deeds conveying the Parks shall include a perpetual restriction requiring the Parks to be used by Murray or its successors in interest solely as public parks or open spaces, and in the event Murray ceases using any portion of the Parks as a public park or open space, the Parks will revert to County in its entirety. The form of the Quitclaim Deeds for each individual park is attached hereto as Exhibits A and B respectively.

4. Land Water Conservation Funds. It appears that the Parks were acquired or improved using Land Water Conservation Funds. As a result, the Parties agree that the following limitation of use shall apply and shall be set forth in the Quitclaim Deeds;

a. This Property has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended (Public Law 88-5778; currently codified at 54 U.S.C. 2003 *et seq.*). Pursuant to a requirement of that law, this Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if the Secretary finds it to be in accordance with the then existing statewide comprehensive outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

5. Operation of the Parks. Upon transfer of the Parks to Murray, Murray shall be solely responsible for the operation and maintenance of the Parks, and Murray shall indemnify County from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens,

fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Murray's operation and maintenance of the Parks or any act or omission of Murray, any independent contractor retained by Murray, or anyone directly or indirectly employed by them, while working on and/or maintaining the Parks.

6. Duration and Termination. This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the conveyance of the Parks shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to the Parks shall survive such exchange of title and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than fifty (50) years.

7. Additional Interlocal Cooperation Act Provisions. In compliance with the requirements of the Interlocal Cooperation Act and other applicable law:

- a. No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.
- b. Joint Board. As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the Murray's Manager or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.
- c. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- d. Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and Murray in accordance with UTAH CODE ANN. § 11-13-202.5.
- e. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.
- f. Manner of Acquiring, Holding or Disposing of Property. The Parks shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

8. General Provisions. The following provisions are also integral parts of this Agreement:

- a. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

- b. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
- c. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- d. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.
- e. Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.
- f. Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- g. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- h. Time of Essence. Time is of the essence in this Agreement.
- i. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- j. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail, postage prepaid, and addressed to the Parties at their respective addresses.
- k. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
- l. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “*Immunity Act*”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither

Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

- m. Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, Murray, by resolution duly adopted by its Council, caused this Agreement to be signed by its Mayor and attested by its Recorder; and County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or his/her designee, his or her signature being duly notarized.

[Signature Page Follows Below]

SALT LAKE COUNTY

By: _____
Mayor or Designee

Recommended for Approval:

Director of Salt Lake County Parks and Recreation

Reviewed and Advised as to Form and Legality

John E. Diaz
Deputy District Attorney
Salt Lake County

MURRAY CITY, a Utah Municipal Corporation

By _____
Mayor or Designee

ATTEST:

Murray's Recorder

Reviewed and Advised as to Form and Legality:

Murray's Attorney

STATE OF UTAH)
COUNTY OF SALT LAKE)
:ss.

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

Exhibit A
(Riverview Park Quitclaim Deed)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. Nos. 21-14-426-032-0000, 21-14-426-019-0000, 21-14-426-031-0000

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to Murray City, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantee"), the following described parcels of land commonly known as Riverview Park, located at 5844 South 700 East, Murray City, Salt Lake County, State of Utah 84107 (the "Property"), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space. If Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

Notice of Limitation of Use. This Property has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended (Public Law 88-5778; currently codified at 54 U.S.C. 2003 *et seq.*). Pursuant to a requirement of that law, this Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if the Secretary finds it to be in accordance with the then existing statewide comprehensive outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ____ day of
_____, 2023.

[Signature Page Follows Below]

SALT LAKE COUNTY

By _____
Mayor or Designee

SALT LAKE COUNTY CLERK

County Clerk

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

**NOTARY PUBLIC
Residing in Salt Lake County**

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the County Clerk of Salt Lake County, and that the foregoing instrument was signed in his/her official capacity, and by authority of law.

**NOTARY PUBLIC
Residing in Salt Lake County**

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

Parcel 21-14-426-019

Beginning S 0°14'26" E 675.76 feet & S 89°45'34" W 33 feet from the East Quarter Corner of Section 14, T 2S, R 1W, Salt Lake Base & Meridian; thence West 212.57 feet; thence North 207.42 feet; thence N 89°59' E 80.99 feet; thence S 0°14'26" E 144.54 feet; thence N 89°41'35" E 130.72 feet; thence S 0°14'26" E 65.02 feet to the point of beginning. Contains 0.58 acre more or less.

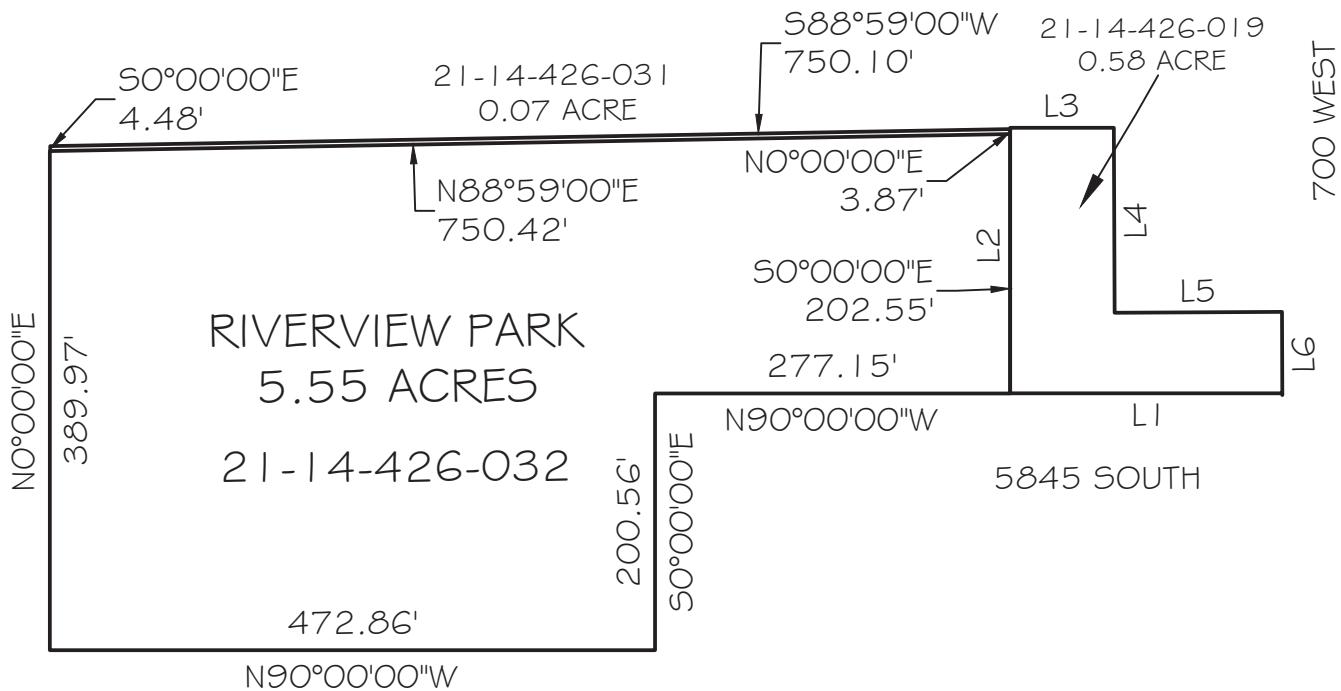
Parcel 21-14-426-031

Beginning S 0°14'26" E 468.07 feet & S 88°59' W 244.7 feet from the East Quarter Corner of Section 14, T 2S, R 1W, Salt Lake Base & Meridian; thence North 3.87 feet; thence S 88°59' W 750.1 feet more or less; thence South 4.48 feet more or less; thence N 88°56'07" E 750.12 feet more or less to the point of beginning. Contains 0.07 acre more or less.

Parcel 21-14-426-032

Beginning S 0°14'40" E 675.9 feet & West 245.57 feet from the East Quarter Corner of Section 14, T 2S, R 1W, Salt Lake Base & Meridian; thence West 277.15 feet; thence South 200.56 feet; thence West 472.86 feet more or less; thence North 389.97 feet more or less; thence N 88°59' E 750.42 feet more or less; thence South 202.55 feet to the point of beginning. Contains 5.55 acres more or less.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	212.57'	WEST
L2	207.42'	NORTH
L3	80.99'	N 89° 59' 00" E
L4	144.54'	S 0° 14' 26" E
L5	130.72'	N 89° 41' 35" E
L6	65.02'	S 0° 14' 26" E



0' 150'
Scale in Feet
1"=150'

Prepared: October 21, 2022



**RIVERVIEW PARK
5844 S. 700 W.
QUITCLAIM DEED - 4031:Q**

Prepared for:

Salt Lake County Real Estate

Section 14, T. 2S., R. 1W., S.L.B.&M.
Work Order No. W071422014

Drawn by: CJL
Checked by: SVK

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Exhibit B
(Woodstock Meadows Park Quitclaim Deed)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. Nos. 22-17-402-004-0000, 22-17-402-003-0000

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to Murray City, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantee"), the following described parcels of land commonly known as Woodstock Meadows Park, located at 1036 East and 1060 East Hyland Lake Dr., Murray City, Salt Lake County, State of Utah 84121 (the "Property"), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space. If Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

Notice of Limitation of Use. This Property has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended (Public Law 88-5778; currently codified at 54 U.S.C. 2003 *et seq.*). Pursuant to a requirement of that law, this Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if the Secretary finds it to be in accordance with the then existing statewide comprehensive outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 2023.

[Signature Page Follows Below]

SALT LAKE COUNTY

By _____
Mayor or Designee

SALT LAKE COUNTY CLERK

County Clerk

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

**NOTARY PUBLIC
Residing in Salt Lake County**

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the County Clerk of Salt Lake County, and that the foregoing instrument was signed in his/her official capacity, and by authority of law.

**NOTARY PUBLIC
Residing in Salt Lake County**

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

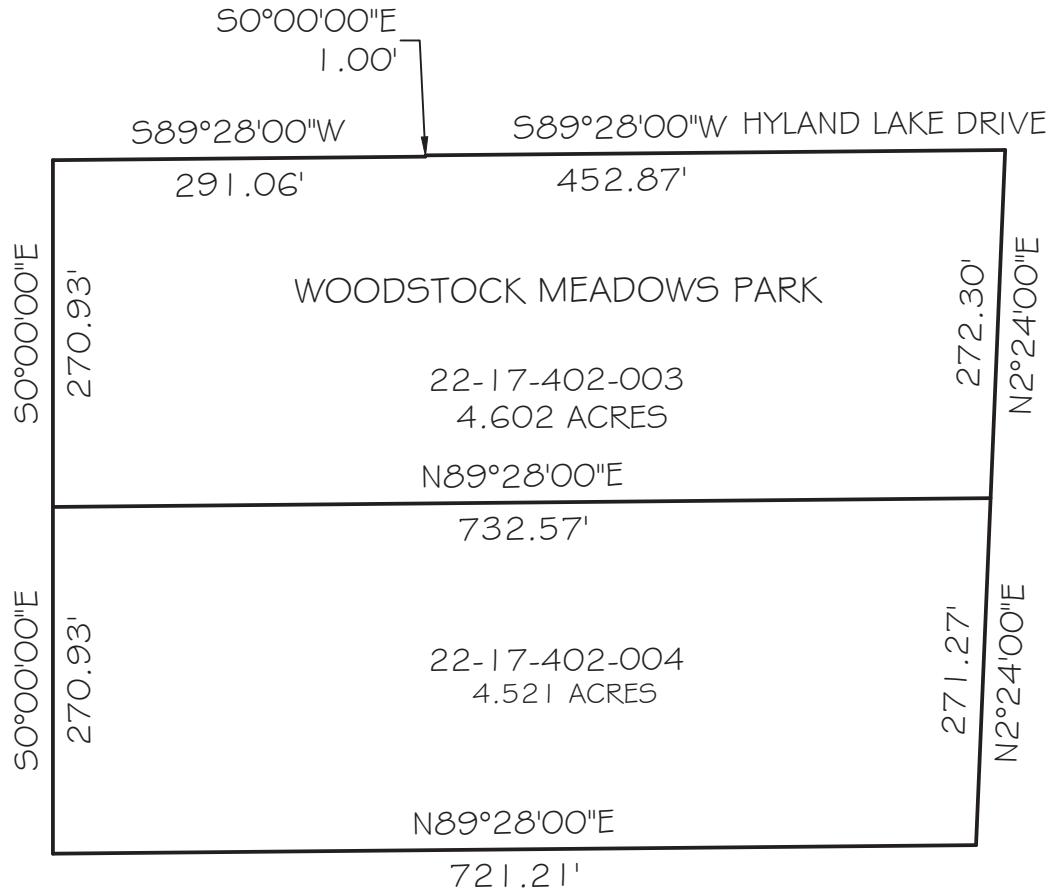
EXHIBIT A
(Legal Description)

Parcel 22-17-402-003

Commencing 24.8 rods South & 5.42 rods West from the center of Section 17, T 2S, R 1E, Salt Lake Base & Meridian; and running thence South 16.42 rods; thence East 46.42 rods; thence N 2°24' E 16.2 rods; thence West 46.42 rods to the point of beginning. Also, commencing at the Southeast Corner of Lot 33, Hyland Lake Subdivision, and running thence North 1 foot; thence East 452.87 feet; thence South 1 foot; thence West 452.87 feet to the point of beginning. Contains 4.74 acres.

Parcel 22-17-402-004

Commencing 41.22 rods South & 5.42 rods West from the center of Section 17, T 2S, R 1E, Salt Lake Base & Meridian; and running thence South 16.42 rods; thence East 46.42 rods; thence N 2°24' E 16.2 rods; thence West 46.42 rods to the point of beginning. Contains 4.74 acres.



0' 150'

Scale in Feet
1"=150'

Prepared: October 24, 2022



**WOODSTOCK MEADOWS PARK
1060 E. HYLAND LAKE DRIVE
QUITCLAIM DEED - 4030:Q**

Prepared for:

Salt Lake County Real Estate

Section 17, T. 2S., R. 1E., S.L.B.&M.
Work Order No. W071422014

Drawn by: CJL
Checked by: SVK

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Murray City Parks
Woodstock and Riverview Parks
Cost Analysis to bring to "Murray" Standards

Woodstock Meadows Park - 1060 E Hyland Lake Dr

		Mandatory Upgrades				
		Critical upgrades	Year 2	Year 3	Year 4	Total
CIP Plan						
Playground		\$ 300,000.00				\$ 300,000.00
Restroom				\$ 500,000.00		\$ 500,000.00
Pavilion			\$ 500,000.00			\$ 500,000.00
Path Lighting		\$ 40,000.00				\$ 40,000.00
Total CIP Upgrades		\$ 340,000.00		\$ 500,000.00	\$ 500,000.00	\$ 1,340,000.00
Total Upgrades Woodstock Park		\$ 370,000.00	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 1,340,000.00

Riverview Park - 5844 S 700 W

		Mandatory Upgrades	
Minor repairs/sprinkler controllers/keys/locks/lights/tennis poles and nets/needed landscaping/etc.		\$ 25,000.00	

	Critical upgrades	Year 2	Year 3	Year 4	Total
CIP plan					
Playground	\$ 400,000.00				\$ 400,000.00
Pavilion		\$ 500,000.00			\$ 500,000.00
Path Lighting	\$ 40,000.00				\$ 40,000.00
Totals	\$ 440,000.00	\$ 500,000.00	\$ -	\$ -	\$ 940,000.00
 Total Upgrades Riverview Park	 \$ 465,000.00	 \$ 500,000.00	 \$ -	 \$ -	 \$ 940,000.00

Combined Woodstock and Riverview Parks

	Year 1	Year 2	Year 3	Year 4	Total
Upgrade to Murray Standards	\$835,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$2,335,000.00
Yearly Maintenance Costs					
Maintenance supplies	\$ 16,000.00				
Part time wages & taxes	\$ 20,000.00				
Utilities					
Yearly Maintenance Costs	\$ 36,000.00				

Riverview Park





Woodstock Park





Salt Lake County Park Operations Cost Details Report

Woodstock~pk595

Date: 01.01.2021 thru: 12.31.2021

Woodstock~pk595	12/30/2021	Inventory	0.00	\$45.75	W022521055	Garbage Collection~2000 / Garbage Collection
Woodstock~pk595	12/31/2021	Inventory	0.00	\$71.64	W012921097	Utility Power~1600 / Rocky Mountain Power Bill
Woodstock~pk595	12/31/2021	Inventory	0.00	\$8.00	W020221219	Utility Water~1600 / Water Bill

Project Title	Hours	Labor	Invenm	Equipment	Total Cost
Woodstock~pk595	1,222.75	\$47,022.50	\$10,975.86	\$3,018.78	\$61,017.14

Salt Lake County Park Operations Cost Details Report
Woodstock~pk595
Date: 01.01.2020 thru: 12.31.2020

Woodstock~pk595	12/31/2020	Inventory	0.00	\$46.31	W021920279	Utility Water~1600 / Water Bill
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ProjectTitle	Hours	Labor	Invenm	Equipment	Total Cost
Woodstock~pk595	773.25	\$35,252.50	\$14,565.92	\$4,868.19	\$54,686.61

Salt Lake County Park Operations Cost Details Report

Woodstock~pk595

Date: 01.01.2019 thru: 12.31.2019

Woodstock~pk595	12/10/2019	Labor	7.50	\$375.00	W120619025	Landscaping~1100 / cutback tree shoots
Woodstock~pk595	12/10/2019	Labor	4.00	\$200.00	W120619025	Landscaping~1100 / cutback tree shoots
Woodstock~pk595	12/11/2019	Labor	3.00	\$150.00	W120619025	Landscaping~1100 / cutback tree shoots
Woodstock~pk595	12/11/2019	Labor	5.00	\$250.00	W120619025	Landscaping~1100 / cutback tree shoots
Woodstock~pk595	12/19/2019	Labor	0.50	\$36.00	W121919126	Caretaking~1100 / Check, pick up debris
Woodstock~pk595	12/20/2019	Labor	3.50	\$252.00	W122019088	Plumbing~100 / Inspected Plumbing Found Bathroom Pipe Theft. Contacted Myles, Cory and the Murray PD.
Woodstock~pk595	12/20/2019	Labor	0.50	\$36.00	W122019101	Caretaking~1100 / Inventory caretaker closet, pick up trash
Woodstock~pk595	12/27/2019	Labor	0.50	\$36.00	W122719043	Caretaking~1100 / Check
Woodstock~pk595	12/30/2019	Labor	0.50	\$40.00	W010620036	Grounds Maintenance~2400 / Dog bags
Woodstock~pk595	12/31/2019	Inventory	0.00	\$165.00	W123119445	Playground Maintenance~700 / Haul playground Chips

ProjectTitle	Hours	Labor	Invenm	Equipment	Total Cost
Woodstock~pk595	366.75	\$19,744.00	\$2,802.59	\$1,896.05	\$24,442.64

Salt Lake County Park Operations Cost Details Report

Riverview~pk480

Date: 01.01.2019 thru: 12.31.2019

Riverview~pk480	11/25/2019	Labor	6.00	\$300.00	W112019152	Landscaping~1100 / cutback
Riverview~pk480	12/3/2019	Labor	0.50	\$36.00	W120319126	Caretaking~1100 / Clean up
Riverview~pk480	12/5/2019	Labor	0.50	\$36.00	W120519209	Caretaking~1100 / Check
Riverview~pk480	12/10/2019	Labor	0.75	\$54.00	W120119056	Playground Inspections ~ 700 / Playground inspecition
Riverview~pk480	12/20/2019	Labor	0.25	\$18.00	W122019104	Caretaking~1100 / Inventory caretaker closet

ProjectTitle	Hours	Labor	Invenm	Equipment	Total Cost
Riverview~pk480	306.25	\$17,440.00	\$2,363.71	\$2,050.73	\$21,854.44

Parks & Recreation

Improving Lives Through People, Parks and Play



Salt Lake County Park Operations Cost Details Report

Riverview~pk480

Date: 01.01.2020 thru: 12.31.2020

Riverview~pk480	12/17/2020	Inventory	0.00	\$73.20	W011720170	Garbage Collection~2000 / Garbage Collection 2020
Riverview~pk480	12/17/2020	Labor	7.50	\$187.50	W121720054	Landscaping~1100 / Fall clean up and cut back
Riverview~pk480	12/18/2020	Labor	1.00	\$80.00	W122120072	Snow Removal~2300 / Salt
Riverview~pk480	12/22/2020	Labor	1.00	\$80.00	W122220036	Maintenance and Repair~2400 / Garbage / Garbage cans
Riverview~pk480	12/23/2020	Labor	2.00	\$160.00	W010521014	Maintenance and Repair~2400 / Checked on restrooms checked to make sure backflow seal was not getting any worst.
Riverview~pk480	12/28/2020	Labor	1.00	\$80.00	W010421015	Picked up trash in a lot and regathered trash cans scattered in Maintenance and Repair~2400 / Pm on restrooms, Picked up trash far south west corner park.
Riverview~pk480	12/31/2020	Inventory	0.00	\$90.89	W021920262	Utility Water~1600 / Water Bill
Riverview~pk480	12/31/2020	Inventory	0.00	\$23.31	W071420068	Utility Power~1600 / Rocky Mountain Power Bill

ProjectTitle	Hours	Labor	Invenm	Equipment	Total Cost
Riverview~pk480	896.00	\$32,377.00	\$11,164.64	\$3,534.25	\$47,075.89

Salt Lake County Park Operations Cost Details Report

Riverview~pk480

Date: 01.01.2021 thru: 12.31.2021

Riverview~pk480	12/31/2021	Inventory	0.00	\$197.13	W020221203	Utility Water~1600 / Water Bill
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ProjectTitle	Hours	Labor	Invenm	Equipment	Total Cost
Riverview~pk480	1,223.25	\$43,883.75	\$11,443.78	\$4,054.97	\$59,382.50



MURRAY
CITY COUNCIL

Business Item #2



MURRAY

Council Action Request

Mayor's Office

Agreement accepting transfer of Woodstock Meadows Park

Council Meeting

Meeting Date: February 21, 2023

Department Director Mayor Brett Hales	Purpose of Proposal Consider an Interlocal Agreement accepting the transfer of Woodstock Meadows Park from Salt Lake County to Murray City
Phone # 801-264-2600	Action Requested Consider approval of Resolution and Agreement
Presenters Doug Hill	Attachments Resolution, Agreement, Supporting documentation
Required Time for Presentation 10 Minutes	Budget Impact Approximately \$20,000 + utilities annually. Capital Improvements as funded.
Is This Time Sensitive No	Description of this Item Salt Lake County owns and maintains Woodstock Meadows Park located at 1060 East Hyland Lake Drive in Murray. Salt Lake County is willing to transfer ownership to Murray City. An Interlocal Agreement is required to formalize the transfer. A cost analysis to maintain and upgrade the park to Murray's standards is attached.
Mayor's Approval 	
Date February 3, 2023	

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE TRANSFER OF WOODSTOCK MEADOWS PARK FROM SALT LAKE COUNTY TO MURRAY CITY

WHEREAS, Salt Lake County owns and operates Woodstock Meadows Park, located at approximately 1060 East Hyland Lake Drive and within Murray City boundaries; and

WHEREAS, the County is desirous to transfer the ownership and maintenance of Woodstock Meadows Park; and

WHEREAS, the City believes the transfer of Woodstock Meadows Park, and City's ownership and maintenance, will enhance the public's recreation and enjoyment within the City; and

WHEREAS, the Council believes the transfer to be in the public interest and complies with applicable law; and

WHEREAS, the City desires to accept the transfer of Woodstock Meadows Park from Salt Lake County; and

WHEREAS, the County and the City have prepared an interlocal agreement to formalize the transfer;

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

1. It hereby accepts the transfer of Woodstock Meadows Park from Salt Lake County; and
2. It approves the interlocal agreement, in substantially the form attached hereto.

DATED this _____ day of _____, 2023.

MURRAY CITY MUNICIPAL COUNCIL

Gary Hrechkosy, Chair

ATTEST

Brooke Smith, City Recorder

County Contract No.
DA's Contract No. 22CIV001547

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”), is made effective this ____ day of _____, 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (“County”) and **MURRAY CITY**, a municipal corporation of the State of Utah (“Murray”). County and Murray may each be referred to herein individually as a “Party” and jointly as the “Parties.”

RECITALS

WHEREAS, UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions; and

WHEREAS, UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon; and

WHEREAS, Murray and County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperation Act); and

WHEREAS, the conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperation Act; and

WHEREAS, County owns several parcels of real property known as Riverview Park, located at approximately 5844 South 700 West, Murray, Salt Lake County, State of Utah 84107 (Parcel Nos. 21-14-426-032-0000, 21-14-426-019-0000, 21-14-426-031-0000, and as further described in the Quitclaim Deed attached hereto as Exhibit A), which is real property in the public use as a public park; and

WHEREAS, County also owns several parcels of real property known as Woodstock Meadows Park, located at approximately 1036 East and 1060 East Hyland Lake Dr., Murray, Salt Lake County, State of Utah 84121 (Parcel Nos. 22-17-402-004-0000, 22-17-402-003-0000, and as further described in the Quitclaim Deed attached hereto as Exhibit B), which is in the public use as a public park; and

WHEREAS, Riverview Park, and Woodstock Meadows Park, are collectively referred to herein as the “Parks”; and

WHEREAS, County desires to formally transfer and convey the Parks to Murray, and Murray desires to formally take and receive the Parks from County, for the purposes and on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. County shall convey the Parks to Murray via quitclaim deeds (hereinafter “Quitclaim Deeds”), for the purpose of operating and maintaining neighborhood parks. Murray shall be solely responsible for maintaining the Parks and shall repair or replace improvements thereon as necessary to maintain their current function and use.

2. Consideration. County and Murray agree that in consideration of the mutual benefit afforded the citizens of Murray and County, the restrictions on use identified in Section 3, and 4, and the exchange of agreed upon consideration in accordance with Section 11-13-214 of the Interlocal Cooperation Act, County will convey the Parks to Murray as outlined herein.

3. Use Restriction. The Parks shall be used by Murray solely for public parks:

a. The Quitclaim Deeds conveying the Parks shall include a perpetual restriction requiring the Parks to be used by Murray or its successors in interest solely as public parks or open spaces, and in the event Murray ceases using any portion of the Parks as a public park or open space, the Parks will revert to County in its entirety. The form of the Quitclaim Deeds for each individual park is attached hereto as Exhibits A and B respectively.

4. Land Water Conservation Funds. It appears that the Parks were acquired or improved using Land Water Conservation Funds. As a result, the Parties agree that the following limitation of use shall apply and shall be set forth in the Quitclaim Deeds;

a. This Property has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended (Public Law 88-5778; currently codified at 54 U.S.C. 2003 *et seq.*). Pursuant to a requirement of that law, this Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if the Secretary finds it to be in accordance with the then existing statewide comprehensive outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

5. Operation of the Parks. Upon transfer of the Parks to Murray, Murray shall be solely responsible for the operation and maintenance of the Parks, and Murray shall indemnify County from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens,

fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Murray's operation and maintenance of the Parks or any act or omission of Murray, any independent contractor retained by Murray, or anyone directly or indirectly employed by them, while working on and/or maintaining the Parks.

6. Duration and Termination. This Agreement shall take effect upon execution and terminate upon the performance by the Parties of all the obligations described herein. The Parties intend that the conveyance of the Parks shall be accomplished promptly. Any provision of this Agreement which contemplates performance subsequent to the exchange of title to the Parks shall survive such exchange of title and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than fifty (50) years.

7. Additional Interlocal Cooperation Act Provisions. In compliance with the requirements of the Interlocal Cooperation Act and other applicable law:

- a. No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.
- b. Joint Board. As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the Murray's Manager or designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed in accordance with this Agreement.
- c. Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.
- d. Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and Murray in accordance with UTAH CODE ANN. § 11-13-202.5.
- e. Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.
- f. Manner of Acquiring, Holding or Disposing of Property. The Parks shall be acquired, held or disposed of pursuant to the terms of this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

8. General Provisions. The following provisions are also integral parts of this Agreement:

- a. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

- b. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
- c. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- d. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.
- e. Waiver of Breach. Any waiver by either Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.
- f. Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.
- g. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.
- h. Time of Essence. Time is of the essence in this Agreement.
- i. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- j. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail, postage prepaid, and addressed to the Parties at their respective addresses.
- k. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.
- l. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “*Immunity Act*”). Consistent with the terms of the Immunity Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither

Party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

- m. Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, Murray, by resolution duly adopted by its Council, caused this Agreement to be signed by its Mayor and attested by its Recorder; and County, by resolution of its County Council, caused this Agreement to be signed by the Salt Lake County Mayor, or his/her designee, his or her signature being duly notarized.

[Signature Page Follows Below]

SALT LAKE COUNTY

By: _____
Mayor or Designee

Recommended for Approval:

Director of Salt Lake County Parks and Recreation

Reviewed and Advised as to Form and Legality

John E. Diaz
Deputy District Attorney
Salt Lake County

MURRAY CITY, a Utah Municipal Corporation

By _____
Mayor or Designee

ATTEST:

Murray's Recorder

Reviewed and Advised as to Form and Legality:

Murray's Attorney

STATE OF UTAH)
COUNTY OF SALT LAKE)
:ss.

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County

Exhibit A
(Riverview Park Quitclaim Deed)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. Nos. 21-14-426-032-0000, 21-14-426-019-0000, 21-14-426-031-0000

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to Murray City, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantee"), the following described parcels of land commonly known as Riverview Park, located at 5844 South 700 East, Murray City, Salt Lake County, State of Utah 84107 (the "Property"), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space. If Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

Notice of Limitation of Use. This Property has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended (Public Law 88-5778; currently codified at 54 U.S.C. 2003 *et seq.*). Pursuant to a requirement of that law, this Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if the Secretary finds it to be in accordance with the then existing statewide comprehensive outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this ____ day of
_____, 2023.

[Signature Page Follows Below]

SALT LAKE COUNTY

By _____
Mayor or Designee

SALT LAKE COUNTY CLERK

County Clerk

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

**NOTARY PUBLIC
Residing in Salt Lake County**

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the County Clerk of Salt Lake County, and that the foregoing instrument was signed in his/her official capacity, and by authority of law.

**NOTARY PUBLIC
Residing in Salt Lake County**

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT A
(Legal Description)

Parcel 21-14-426-019

Beginning S 0°14'26" E 675.76 feet & S 89°45'34" W 33 feet from the East Quarter Corner of Section 14, T 2S, R 1W, Salt Lake Base & Meridian; thence West 212.57 feet; thence North 207.42 feet; thence N 89°59' E 80.99 feet; thence S 0°14'26" E 144.54 feet; thence N 89°41'35" E 130.72 feet; thence S 0°14'26" E 65.02 feet to the point of beginning. Contains 0.58 acre more or less.

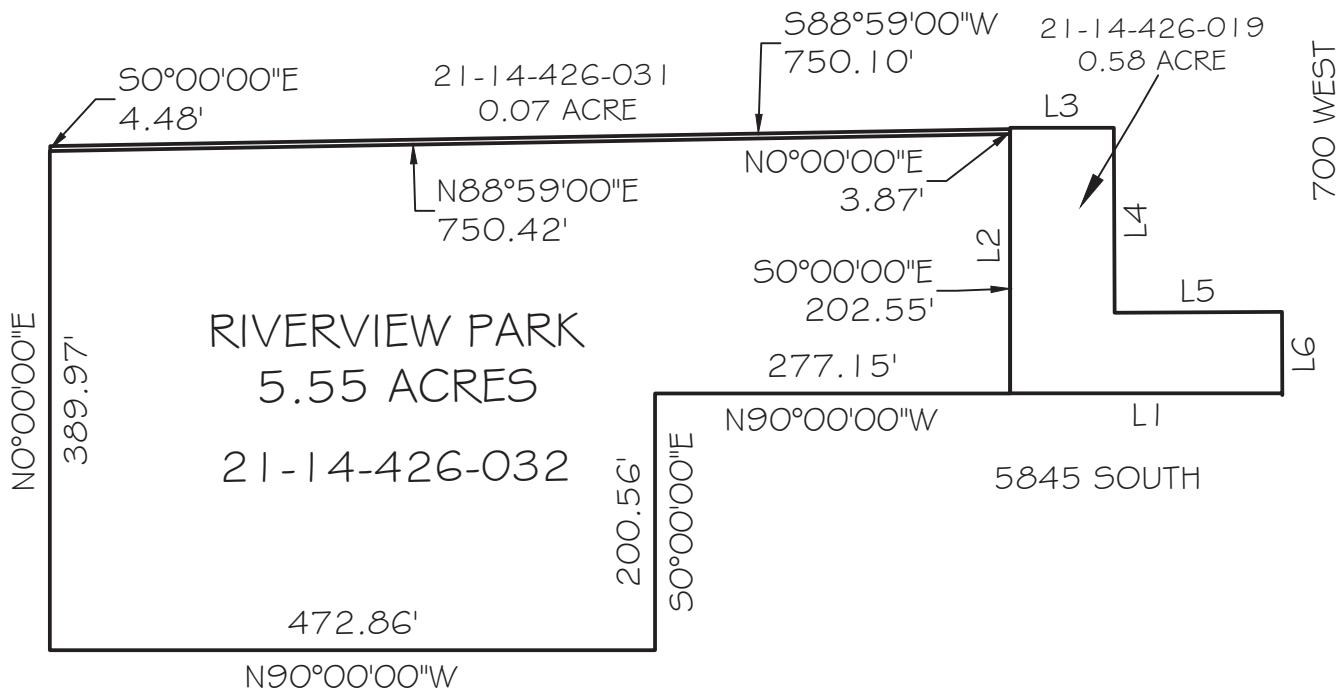
Parcel 21-14-426-031

Beginning S 0°14'26" E 468.07 feet & S 88°59' W 244.7 feet from the East Quarter Corner of Section 14, T 2S, R 1W, Salt Lake Base & Meridian; thence North 3.87 feet; thence S 88°59' W 750.1 feet more or less; thence South 4.48 feet more or less; thence N 88°56'07" E 750.12 feet more or less to the point of beginning. Contains 0.07 acre more or less.

Parcel 21-14-426-032

Beginning S 0°14'40" E 675.9 feet & West 245.57 feet from the East Quarter Corner of Section 14, T 2S, R 1W, Salt Lake Base & Meridian; thence West 277.15 feet; thence South 200.56 feet; thence West 472.86 feet more or less; thence North 389.97 feet more or less; thence N 88°59' E 750.42 feet more or less; thence South 202.55 feet to the point of beginning. Contains 5.55 acres more or less.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	212.57'	WEST
L2	207.42'	NORTH
L3	80.99'	N 89° 59' 00" E
L4	144.54'	S 0° 14' 26" E
L5	130.72'	N 89° 41' 35" E
L6	65.02'	S 0° 14' 26" E



GREENOAKS DRIVE (5900 SOUTH)



0' 150'
Scale in Feet
1"=150'

Prepared: October 21, 2022



**RIVERVIEW PARK
5844 S. 700 W.
QUITCLAIM DEED - 4031:Q**

Prepared for:

Salt Lake County Real Estate

Section 14, T. 2S., R. 1W., S.L.B.&M.
Work Order No. W071422014

Drawn by: CJL
Checked by: SVK

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Exhibit B
(Woodstock Meadows Park Quitclaim Deed)

WHEN RECORDED, RETURN TO:
Salt Lake County
Salt Lake County Real Estate Manager
2001 South State Street, S3-110
Salt Lake City, Utah 84190

Tax I.D. Nos. 22-17-402-004-0000, 22-17-402-003-0000

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantor"), for the sum of ten dollars (\$10.00), and other good and valuable consideration, hereby quitclaims to Murray City, a body corporate and politic of the State of Utah, (hereinafter referred to as "Grantee"), the following described parcels of land commonly known as Woodstock Meadows Park, located at 1036 East and 1060 East Hyland Lake Dr., Murray City, Salt Lake County, State of Utah 84121 (the "Property"), and as more specifically described in Exhibit A, attached hereto and incorporated herein by this reference.

Perpetual Restriction. The Property is to be used by Grantee or its successors in interest solely as a public park or open space. If Grantee ceases using any portion of the Property as a public park or open space, the Property will revert to Grantor in its entirety.

Notice of Limitation of Use. This Property has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended (Public Law 88-5778; currently codified at 54 U.S.C. 2003 *et seq.*). Pursuant to a requirement of that law, this Property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if the Secretary finds it to be in accordance with the then existing statewide comprehensive outdoor recreation plan and only on such conditions as the Secretary considers necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 2023.

[Signature Page Follows Below]

SALT LAKE COUNTY

By _____
Mayor or Designee

SALT LAKE COUNTY CLERK

County Clerk

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

**NOTARY PUBLIC
Residing in Salt Lake County**

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that s/he is the County Clerk of Salt Lake County, and that the foregoing instrument was signed in his/her official capacity, and by authority of law.

**NOTARY PUBLIC
Residing in Salt Lake County**

Reviewed and Advised as to Form and Legality:

John E. Diaz
Deputy District Attorney
Salt Lake County

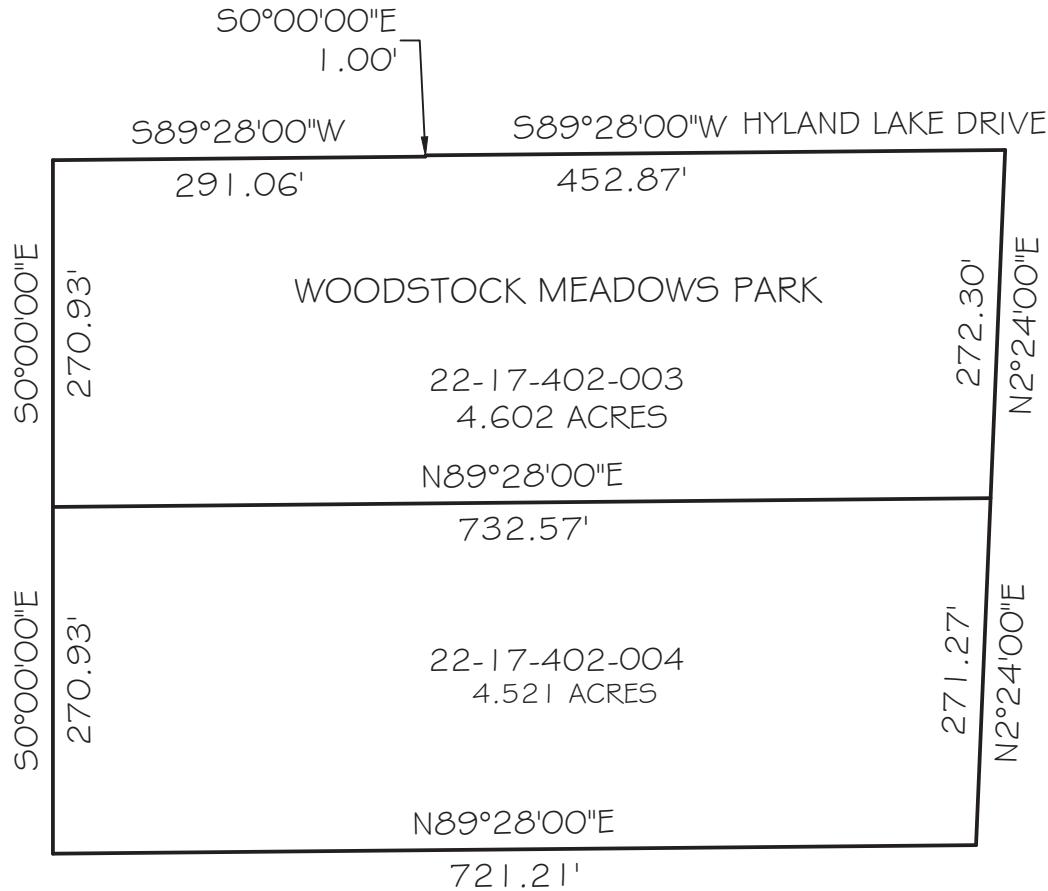
EXHIBIT A
(Legal Description)

Parcel 22-17-402-003

Commencing 24.8 rods South & 5.42 rods West from the center of Section 17, T 2S, R 1E, Salt Lake Base & Meridian; and running thence South 16.42 rods; thence East 46.42 rods; thence N 2°24' E 16.2 rods; thence West 46.42 rods to the point of beginning. Also, commencing at the Southeast Corner of Lot 33, Hyland Lake Subdivision, and running thence North 1 foot; thence East 452.87 feet; thence South 1 foot; thence West 452.87 feet to the point of beginning. Contains 4.74 acres.

Parcel 22-17-402-004

Commencing 41.22 rods South & 5.42 rods West from the center of Section 17, T 2S, R 1E, Salt Lake Base & Meridian; and running thence South 16.42 rods; thence East 46.42 rods; thence N 2°24' E 16.2 rods; thence West 46.42 rods to the point of beginning. Contains 4.74 acres.



0' 150'
Scale in Feet
1"=150'

Prepared: October 24, 2022



**WOODSTOCK MEADOWS PARK
1060 E. HYLAND LAKE DRIVE
QUITCLAIM DEED - 4030:Q**

Prepared for:

Salt Lake County Real Estate

Section 17, T. 2S., R. 1E., S.L.B.&M.
Work Order No. W071422014

Drawn by: CJL
Checked by: SVK

Prepared by the Office of:

Reid J. Demman, P.L.S.
Salt Lake County Surveyor

2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Murray City Parks
Woodstock and Riverview Parks
Cost Analysis to bring to "Murray" Standards

Woodstock Meadows Park - 1060 E Hyland Lake Dr

		Mandatory Upgrades				
		Critical upgrades	Year 2	Year 3	Year 4	Total
CIP Plan						
Playground		\$ 300,000.00				\$ 300,000.00
Restroom				\$ 500,000.00		\$ 500,000.00
Pavilion			\$ 500,000.00			\$ 500,000.00
Path Lighting		\$ 40,000.00				\$ 40,000.00
Total CIP Upgrades		\$ 340,000.00		\$ 500,000.00	\$ 500,000.00	\$ 1,340,000.00
Total Upgrades Woodstock Park		\$ 370,000.00	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 1,340,000.00

Riverview Park - 5844 S 700 W

		Mandatory Upgrades	
Minor repairs/sprinkler controllers/keys/locks/lights/tennis poles and nets/needed landscaping/etc.		\$ 25,000.00	

	Critical upgrades	Year 2	Year 3	Year 4	Total
CIP plan					
Playground	\$ 400,000.00				\$ 400,000.00
Pavilion		\$ 500,000.00			\$ 500,000.00
Path Lighting	\$ 40,000.00				\$ 40,000.00
Totals	\$ 440,000.00	\$ 500,000.00	\$ -	\$ -	\$ 940,000.00
 Total Upgrades Riverview Park	 \$ 465,000.00	 \$ 500,000.00	 \$ -	 \$ -	 \$ 940,000.00

Combined Woodstock and Riverview Parks

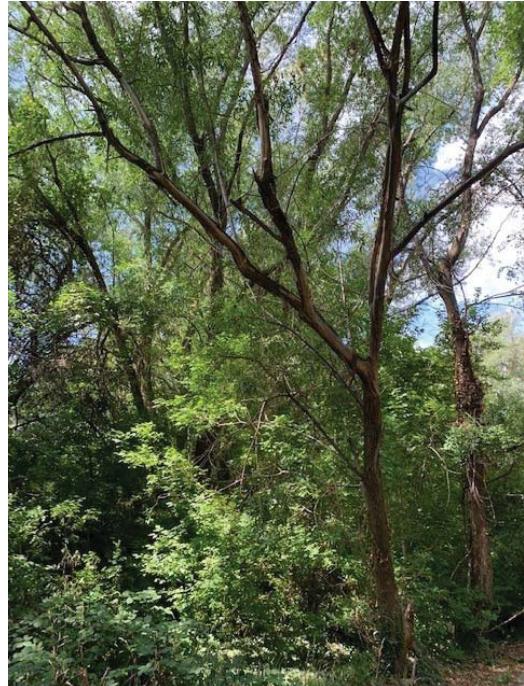
	Year 1	Year 2	Year 3	Year 4	Total
Upgrade to Murray Standards	\$835,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$2,335,000.00
Yearly Maintenance Costs					
Maintenance supplies	\$ 16,000.00				
Part time wages & taxes	\$ 20,000.00				
Utilities					
Yearly Maintenance Costs	\$ 36,000.00				

Riverview Park





Woodstock Park





Salt Lake County Park Operations Cost Details Report

Woodstock~pk595

Date: 01.01.2021 thru: 12.31.2021

Woodstock~pk595	12/30/2021	Inventory	0.00	\$45.75	W022521055	Garbage Collection~2000 / Garbage Collection
Woodstock~pk595	12/31/2021	Inventory	0.00	\$71.64	W012921097	Utility Power~1600 / Rocky Mountain Power Bill
Woodstock~pk595	12/31/2021	Inventory	0.00	\$8.00	W020221219	Utility Water~1600 / Water Bill

Project Title	Hours	Labor	Invenm	Equipment	Total Cost
Woodstock~pk595	1,222.75	\$47,022.50	\$10,975.86	\$3,018.78	\$61,017.14

Salt Lake County Park Operations Cost Details Report
Woodstock~pk595
Date: 01.01.2020 thru: 12.31.2020

Woodstock~pk595	12/31/2020	Inventory	0.00	\$46.31	W021920279	Utility Water~1600 / Water Bill
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ProjectTitle	Hours	Labor	Invenm	Equipment	Total Cost
Woodstock~pk595	773.25	\$35,252.50	\$14,565.92	\$4,868.19	\$54,686.61

Salt Lake County Park Operations Cost Details Report

Woodstock~pk595

Date: 01.01.2019 thru: 12.31.2019

Woodstock~pk595	12/10/2019	Labor	7.50	\$375.00	W120619025	Landscaping~1100 / cutback tree shoots
Woodstock~pk595	12/10/2019	Labor	4.00	\$200.00	W120619025	Landscaping~1100 / cutback tree shoots
Woodstock~pk595	12/11/2019	Labor	3.00	\$150.00	W120619025	Landscaping~1100 / cutback tree shoots
Woodstock~pk595	12/11/2019	Labor	5.00	\$250.00	W120619025	Landscaping~1100 / cutback tree shoots
Woodstock~pk595	12/19/2019	Labor	0.50	\$36.00	W121919126	Caretaking~1100 / Check, pick up debris
Woodstock~pk595	12/20/2019	Labor	3.50	\$252.00	W122019088	Plumbing~100 / Inspected Plumbing Found Bathroom Pipe Theft. Contacted Myles, Cory and the Murray PD.
Woodstock~pk595	12/20/2019	Labor	0.50	\$36.00	W122019101	Caretaking~1100 / Inventory caretaker closet, pick up trash
Woodstock~pk595	12/27/2019	Labor	0.50	\$36.00	W122719043	Caretaking~1100 / Check
Woodstock~pk595	12/30/2019	Labor	0.50	\$40.00	W010620036	Grounds Maintenance~2400 / Dog bags
Woodstock~pk595	12/31/2019	Inventory	0.00	\$165.00	W123119445	Playground Maintenance~700 / Haul playground Chips

ProjectTitle	Hours	Labor	Invenm	Equipment	Total Cost
Woodstock~pk595	366.75	\$19,744.00	\$2,802.59	\$1,896.05	\$24,442.64

Salt Lake County Park Operations Cost Details Report

Riverview~pk480

Date: 01.01.2019 thru: 12.31.2019

Riverview~pk480	11/25/2019	Labor	6.00	\$300.00	W112019152	Landscaping~1100 / cutback
Riverview~pk480	12/3/2019	Labor	0.50	\$36.00	W120319126	Caretaking~1100 / Clean up
Riverview~pk480	12/5/2019	Labor	0.50	\$36.00	W120519209	Caretaking~1100 / Check
Riverview~pk480	12/10/2019	Labor	0.75	\$54.00	W120119056	Playground Inspections ~ 700 / Playground inspecition
Riverview~pk480	12/20/2019	Labor	0.25	\$18.00	W122019104	Caretaking~1100 / Inventory caretaker closet

ProjectTitle	Hours	Labor	Invenm	Equipment	Total Cost
Riverview~pk480	306.25	\$17,440.00	\$2,363.71	\$2,050.73	\$21,854.44

Parks & Recreation

Improving Lives Through People, Parks and Play



Salt Lake County Park Operations Cost Details Report

Riverview~pk480

Date: 01.01.2020 thru: 12.31.2020

Riverview~pk480	12/17/2020	Inventory	0.00	\$73.20	W011720170	Garbage Collection~2000 / Garbage Collection 2020
Riverview~pk480	12/17/2020	Labor	7.50	\$187.50	W121720054	Landscaping~1100 / Fall clean up and cut back
Riverview~pk480	12/18/2020	Labor	1.00	\$80.00	W122120072	Snow Removal~2300 / Salt
Riverview~pk480	12/22/2020	Labor	1.00	\$80.00	W122220036	Maintenance and Repair~2400 / Garbage / Garbage cans
Riverview~pk480	12/23/2020	Labor	2.00	\$160.00	W010521014	Maintenance and Repair~2400 / Checked on restrooms checked to make sure backflow seal was not getting any worst.
Riverview~pk480	12/28/2020	Labor	1.00	\$80.00	W010421015	Picked up trash in a lot and regathered trash cans scattered in Maintenance and Repair~2400 / Pm on restrooms, Picked up trash far south west corner park.
Riverview~pk480	12/31/2020	Inventory	0.00	\$90.89	W021920262	Utility Water~1600 / Water Bill
Riverview~pk480	12/31/2020	Inventory	0.00	\$23.31	W071420068	Utility Power~1600 / Rocky Mountain Power Bill

ProjectTitle	Hours	Labor	Invenm	Equipment	Total Cost
Riverview~pk480	896.00	\$32,377.00	\$11,164.64	\$3,534.25	\$47,075.89

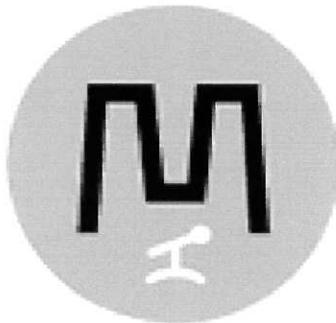
Salt Lake County Park Operations Cost Details Report

Riverview~pk480

Date: 01.01.2021 thru: 12.31.2021

Riverview~pk480	12/31/2021	Inventory	0.00	\$197.13	W020221203	Utility Water~1600 / Water Bill
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ProjectTitle	Hours	Labor	Invenm	Equipment	Total Cost
Riverview~pk480	1,223.25	\$43,883.75	\$11,443.78	\$4,054.97	\$59,382.50



MURRAY
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Mayor's Report And Questions



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Adjournment