



**MURRAY**  
CITY COUNCIL

# **Committee of the Whole Meeting September 19, 2023**



# Murray City Municipal Council

## Committee of the Whole

### Meeting Notice

#### September 19, 2023

**PUBLIC NOTICE IS HEREBY GIVEN** that the Murray City Municipal Council will hold a Committee of the Whole meeting beginning at 3:30 p.m. on Tuesday, September 19, 2023 in the Poplar Meeting Room #151 located at Murray City Hall, 10 East 4800 South, Murray, UT.

#### Meeting Agenda

**3:30 p.m.**      **Committee of the Whole** – Poplar Meeting Room #151  
Garry Hrechkosy conducting.

#### **Approval of Minutes**

None scheduled.

#### **Discussion Items**

1. Power Department Report. Greg Bellon presenting. (20 minutes)
2. Discussion on an ordinance amending Section 15.20.230 of the Murray City Municipal Code relating to Electric Service Schedule 15 Voltage Discounts for General Service Ultra Large customers. Greg Bellon presenting. (15 minutes)
3. Discussion on the Library/Senior Center Feasibility Study. Kim Sorensen, Kim Fong, and Jeff Davis presenting. (30 minutes.)
4. Discussion on a resolution of the Murray City Municipal Council giving Notice of Intent to adjust specified portions of its wastewater service boundaries it has in common with the Midvalley Improvement District. Russ Kakala presenting. (10 minutes)
5. Discussion on the applications for nonmonetary and monetary non-profit donations. Jennifer Kennedy presenting. (15 minutes)

#### **Adjournment**

#### **NOTICE**

Supporting materials are available for inspection on the Murray City website at [www.murray.utah.gov](http://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 Poplar Meeting Room will be able to hear all discussions.

On Friday, September 15, 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 Hall, 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](http://www.murray.utah.gov), and the state noticing website at <http://pmn.utah.gov>.

Jennifer Kennedy  
Council Executive Director  
Murray City Municipal Council



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# Discussion Items



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# Discussion Item #1



**MURRAY**

# Murray City Council

## Power Department Report

### Council Action Request

#### Committee of the Whole

Meeting Date: September 19, 2023

<b>Department</b> Director Jennifer Kennedy	<b>Purpose of Proposal</b> Monthly Department Report
<b>Phone #</b> 801-264-2622	<b>Action Requested</b> Information only.
<b>Presenters</b> Greg Bellon	<b>Attachments</b> None
	<b>Budget Impact</b> None
<b>Required Time for Presentation</b> 20 Minutes	<b>Description of this Item</b> The power department will provide an update on their department.
<b>Is This Time Sensitive</b> No	
<b>Mayor's Approval</b>	
<b>Date</b> September 6, 2023	



MURRAY  
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# Discussion Item #2



**MURRAY**

# Power Department

## Council Action Request

### Amend Electric Service Schedule #15

**Committee of the Whole**

Meeting Date: September 19, 2023



<b>Department</b> Director Greg Bellon	<b>Purpose of Proposal</b> Requesting an amendment to the Electric Service Schedule #15 (Ultra Large Rate)
<b>Phone #</b> 801-264-2730	<b>Action Requested</b> Consider amending Electric Service Schedule #15 (Ultra Large Rate)
<b>Presenters</b> Greg Bellon	<b>Attachments</b>
	<b>Budget Impact</b> None
<b>Required Time for Presentation</b> 15 Minutes	<b>Description of this Item</b> Prior to the July 2023 rate increase, Electric Service Schedule #15 (Ultra Large Rate) included a Voltage Discount of \$0.34, applied to the Demand Charge. When the rate schedule changed this discount was inadvertently removed.
<b>Is This Time Sensitive</b> No	Dave Berg Consulting, who performed the rate study, recommended the Voltage Discount for the Ultra Large Rate remain. The Power Department is asking the Council to vote to have the Voltage Discount put back on Electric Service Schedule #15.
<b>Mayor's Approval</b> 	
<b>Date</b> August 31, 2023	

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 15.20.230 OF THE MURRAY CITY MUNICIPAL CODE RELATING TO ELECTRIC SERVICE SCHEDULE 15 VOLTAGE DISCOUNTS FOR GENERAL SERVICE ULTRA LARGE CUSTOMERS.

BE IT ENACTED BY THE MURRAY CITY MUNICIPAL COUNCIL:

*Section 1.* Purpose. The purpose of this ordinance is to amend Section 15.20.230 of the Murray City Municipal Code relating to Electrical Service Schedule 15 Voltage Discounts for General Service Ultra Large Customers.

*Section 2.* Amendments to Section 15.20.230 of the Murray City Municipal Code. Section 5.20.230 of the Murray City Municipal Code shall be amended to read as follows:

**Chapter 15.20  
ELECTRICAL REGULATIONS**

**15.20.230 ELECTRIC SERVICE SCHEDULE 15; GENERAL SERVICE ULTRA LARGE:**

...

B. Rates. Monthly billings shall equal the sum of the following charges:

	Effective Date		
	Aug. 1, 2023	Aug. 1, 2024	Aug. 1, 2025
Customer charge:			
Per meter, per billing period	\$45.00	\$70.00	\$100.00
Energy charge:			
All kWh, per kWh	\$0.0474	\$0.0564	\$0.0667
Demand charge:			
Peak season (April through September, inclusive):			
All kW, per kW	\$13.23	\$13.37	\$13.50
Off peak season (October through March, inclusive):			
All kW, per kW	\$11.72	\$11.86	\$12.00
Voltage discount:			

For customers who provide and maintain transformers and other necessary equipment at and beyond the point of service:			
All kW, per kW	0.34	0.34	0.34

...

**Section 3.** Effective date. This Ordinance shall take effect on October 3, 2023.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

ATTEST:

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Brooke Smith  
City Recorder

Transmitted to the Office of the Mayor of Murray City on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

MAYOR'S ACTION: Approved

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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Brett A. Hales, Mayor

ATTEST:

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Brooke Smith  
City Recorder

#### CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published according to law on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Brooke Smith  
City Recorder



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# Discussion Item #3



**MURRAY**

**Council Action Request**

# **Murray Parks and Recreation**

## **Murray City Senior Recreation Center & Library Feasibility Study**

**Committee of the Whole**

Meeting Date: September 19, 2023

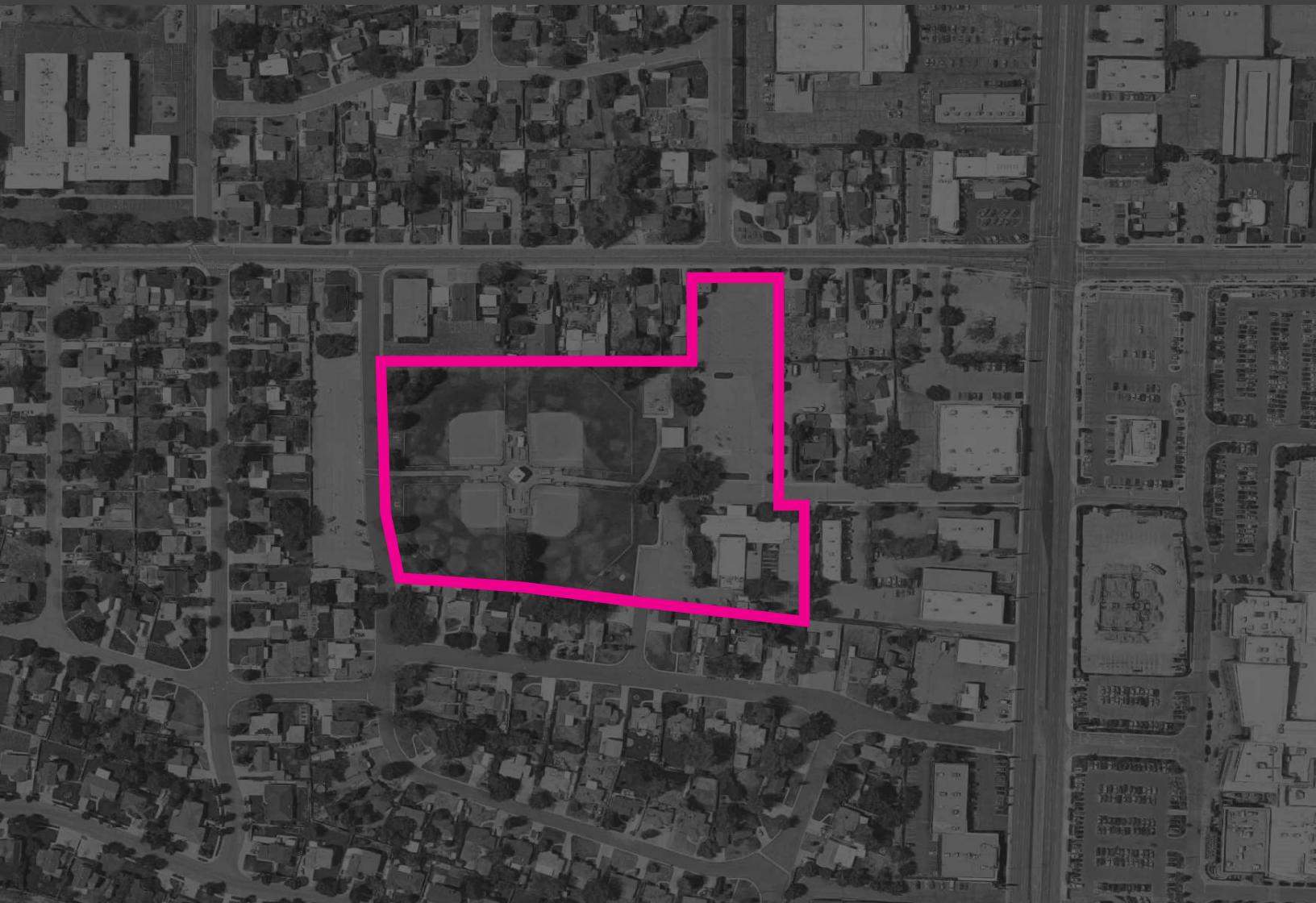


<b>Department</b> Director Sorensen Kim Fong Kim	<b>Purpose of Proposal</b> Present study findings
<b>Phone #</b> 801-264-2614	<b>Action Requested</b> Informational only
<b>Presenters</b> Kim Sorensen Kim Fong Jeff Davis	<b>Attachments</b>
<b>Budget Impact</b> Information only	
<b>Description of this Item</b>  <b>Required Time for Presentation</b> 30 Minutes	Jeff Davis from MSR Design will present the Murray City Senior Recreation Center & Library Feasibility Study results.
<b>Is This Time Sensitive</b> No	
<b>Mayor's Approval</b>  	
<b>Date</b> August 31, 2023	

Feasibility Study

# MURRAY CITY SENIOR RECREATION CENTER & LIBRARY

July 28, 2023



MSRDesign



# Table of Contents

## Executive Summary

- Introduction 3-7
- Recommendation 5
- Project Team 6
- Project Goals 7

## Site Analysis 8-12

- Site Location 9
- Site Access 10
- Preliminary Zoning Analysis 11
- Parking 12

## Programming 13-27

- Shared Spaces 14-20
- Senior Dedicated Spaces 21-22
- Library Dedicated Spaces 23-24
- Program Adjacencies 25
- Adjacency Diagrams 26
- Space Program 27-28

## Site Options 29-34

- Site Option One 30
- Site Option Two 31
- Opportunities & Challenges 32
- Additional Parking 33-34

## ROM Cost Estimate 35-36

## Appendix 37-38

# Executive Summary



Murray Senior Recreation Center



Murray Public Library

**Introduction:** The Murray Public Library is greatly undersized for the population it serves and the services it offers. The Murray Senior Recreation Center has a growing patron base and offers robust senior center programming without the needed space to support this ongoing growth. Both facilities have been exploring options for expanding their space. This feasibility study explores the possibility of combining these two programs into a single facility with shared spaces to create efficiencies and synergies that reduce needed size of the facility and provide a more cost effective solution for the use of public funds.

**Site:** The site under consideration is the existing site of the Senior Recreation Center which is adjacent to the a city baseball complex, and the City's potable water underground tank. The site is surrounded by commercial, warehouse, and utility buildings, and a residential neighborhood. Primary access to the site is from State Street and 6100 South.



**Precedence:** There is a precedent for shared facilities such as this. MSR Design's 40+ years of library design experience nationwide and Lifespan Design Studio's national experience in senior center design attest to many models across the nation. These models range from simply sharing a building to co-programming and integrated services. This document presents some of those possibilities and has tested them with the leadership of each organization to find the feasible options. While each city and each department or organization within a city has their unique qualities and identity, there are tested examples of combining senior centers and libraries to provide more services with a higher level of quality in less space – which translates into lower construction costs, ongoing operational staffing, and utility and maintenance costs.

**Library:** Murray Public Library is operating in approximately 19,000 sf and serving a population of around 50,000 people plus additional library patrons outside of the city who choose to use this library because of its adjacency to their homes, work or other aspects of their lives. A library serving this population with the types of programs and services would typically be housed in 40,000 – 50,000 sf. It is recommended that the Library's usable space double.

**Senior Recreation Center:** Murray Senior Recreation Center is currently approximately 16,000 sf. The needs for the growing attendance and popularity of large events such as their weekly lunch special, weekly dance and robust programming would typically be supported by 25,000 – 35,000 sf and would allow some room for future growth of attendance and program offerings.

**Shared Space:** The combined space needs for these two facilities creates a need for 75,000 – 85,000 sf. This feasibility study shows the programming can be accomplished within approximately 68,000 sf. This study reflects the level of sharing deemed feasible by the core committee. More space efficiencies may be possible with a more robust effort to combine spaces and coordinate programs (or timing of programs). While the program in this document reduces the sf needed from a range of 75,000 – 95,000 sf to 60,000 – 70,000 sf it could be further reduced significantly with national best practices of increased sharing of spaces and programs thus reducing the construction cost of the projects.

**Identity:** The Library and Senior Recreation Center are both looking to maintain their own identity and access points to appeal to their customer bases. However, many of the Senior Recreation Center patrons are also Library patrons. This study recommends providing a single building entry shared lobby, with separate access to each organizations' spaces from the shared lobby. In addition to space efficiencies this will allow the use of both facilities by the Senior Center members without requiring they go outside to re-enter the building.

**Parking:** Increased need for parking is one of the greatest obstacles to the feasibility of this site. The need for parking for the baseball fields, the Senior Recreation center, the pavilion and playground and the Library is greater than is available on this site. The purchase of adjacent properties may be possible; however, preliminary investigation by the Senior Recreation Center about the willingness of existing property owners to sell indicates only a modest increase is likely—and not enough to cover the gap between the required parking and available parking on this site. In time if more residential or larger commercial properties could be purchased the gap could be closed making this site a very feasible option for combining the Library and Senior Recreation Center.

## **Feasibility**

The project as researched and analyzed is feasible as outlined in this document with the caveat of finding a way to increase parking counts. Combining the Library and the Senior Recreation Center into one facility is possible. The space efficiencies and sharing are based on what was deemed possible by the core committee. Even greater efficiencies could be gained with additional shared space and programming. Parking could most feasibly be solved by the purchase of additional properties adjacent to the site.

The base site option 02 allows for 221 stalls without the 91 parking stalls to the east of the ballfields and 287 including the parking stalls to the east of the ballfields. This shows that option 2 is feasible when including the additional existing parking stalls to the east, however this is not ideal because of the distance to the senior recreation center and library from these 91 stalls. Option 2 is also feasible with all the other additional parking scenarios however utilizing the 91 stalls to the east is the most cost-effective solution.

For this project to be feasible with regard to parking that is ideally adjacent the building, one of the following strategies is required:

1. Convert one of the four baseball fields into parking or a building site to allow other areas to meet the parking need.
2. Purchase adjacent residential or commercial properties for parking or a building site to allow other areas to meet the parking need.
3. Provide structured above ground parking under the new facility. While this is feasible it is an expensive option.
4. Provide under-ground structured parking on site. While this is feasible it is the most expensive option.

**Recommendations:** It is recommended that the project be a two story building at one of two locations on the site, one of which allows for the Senior Center to remain open in their current location without having to find temporary space during construction.

One of several parking expansion options will need to be incorporated in order to make the project feasible. Converting one of the four baseball fields into surface parking is the simplest and most cost effective option. The purchase of additional properties adjacent to the site is also a potential option to solve the parking issue.

It is recommended for cities with steady growth rates to build out their projected needs for the next 20 years to allow for growth. Population and demographic projections show little growth for Murray in the coming years. These recommendations are therefore based on minimal population growth and modest growth of offerings at both the Senior Recreation Center and Library, and should meet the needs of both for the next 15-20 years. The recommended building size is approximately 67,700 sf.

# **Project Team**

## **City of Murray**

Kim Sorensen, Parks and Recreation Director

## **Murray City Senior Recreation Center**

Cory Plant, Director

April Callaway, Administrative Supervisor

## **Murray City Library**

Kim Fong, Library Director

Julia Pehrson, Library Assistant Director

## **MSR Design**

Traci Lesneski, Principal in Charge

Jeff Davis, Project Manager

Kate Michaud, Project Architect

Ben Lewis, Architect

## **Lifespan Design Studio**

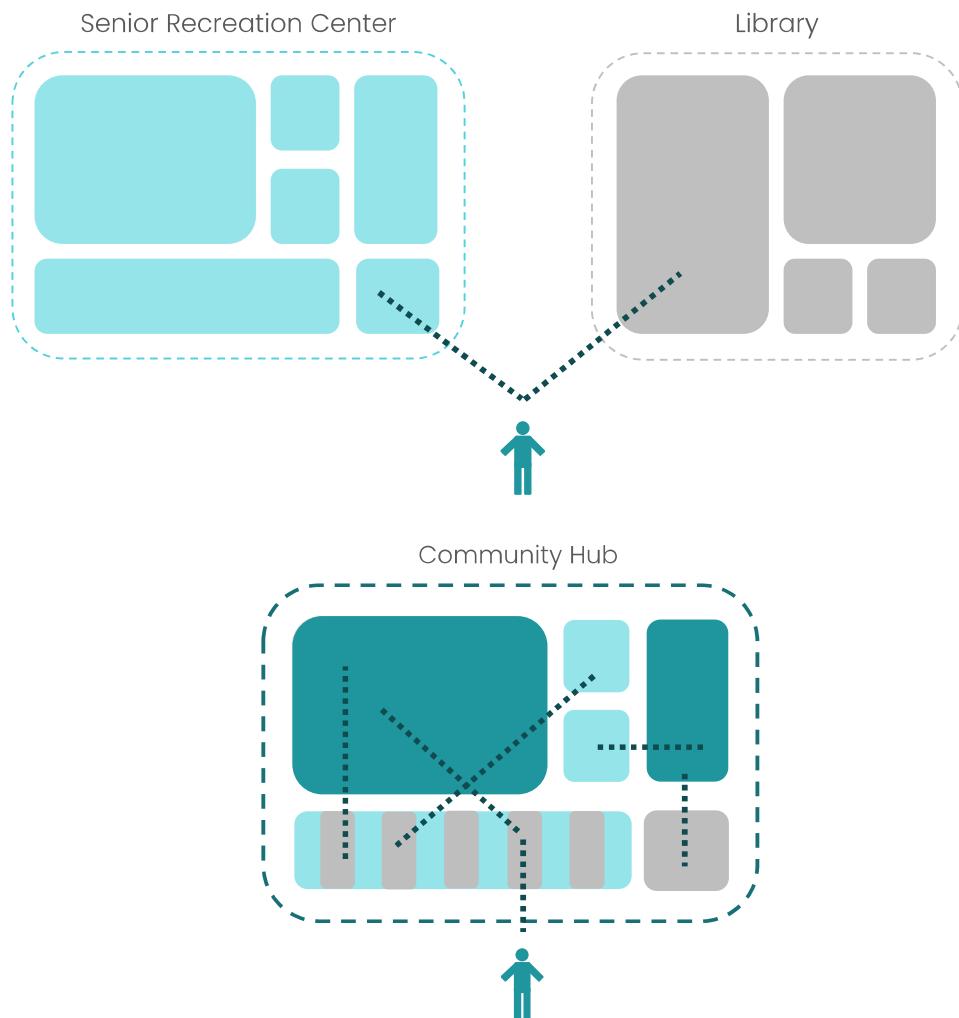
Doug Gallow, FAIA

Ellen Gallow, Design Consultant

## **Cost Estimator - Construction Control Corporation**

Kris Larson, President

# Project Goals



The Murray City Senior Recreation Center and Library Feasibility Study will provide information and the tools needed for making decisions about scope, phasing, and costs for a future project. The project is a complex undertaking that involves balancing the needs and priorities of multiple stakeholders who have different needs, identity and growth. This feasibility study identifies the places that create efficiencies of potential shared spaces.

The objective is to determine the feasibility of combining the Library and Senior Recreation center into one building on the existing site of the Senior Recreation Center.

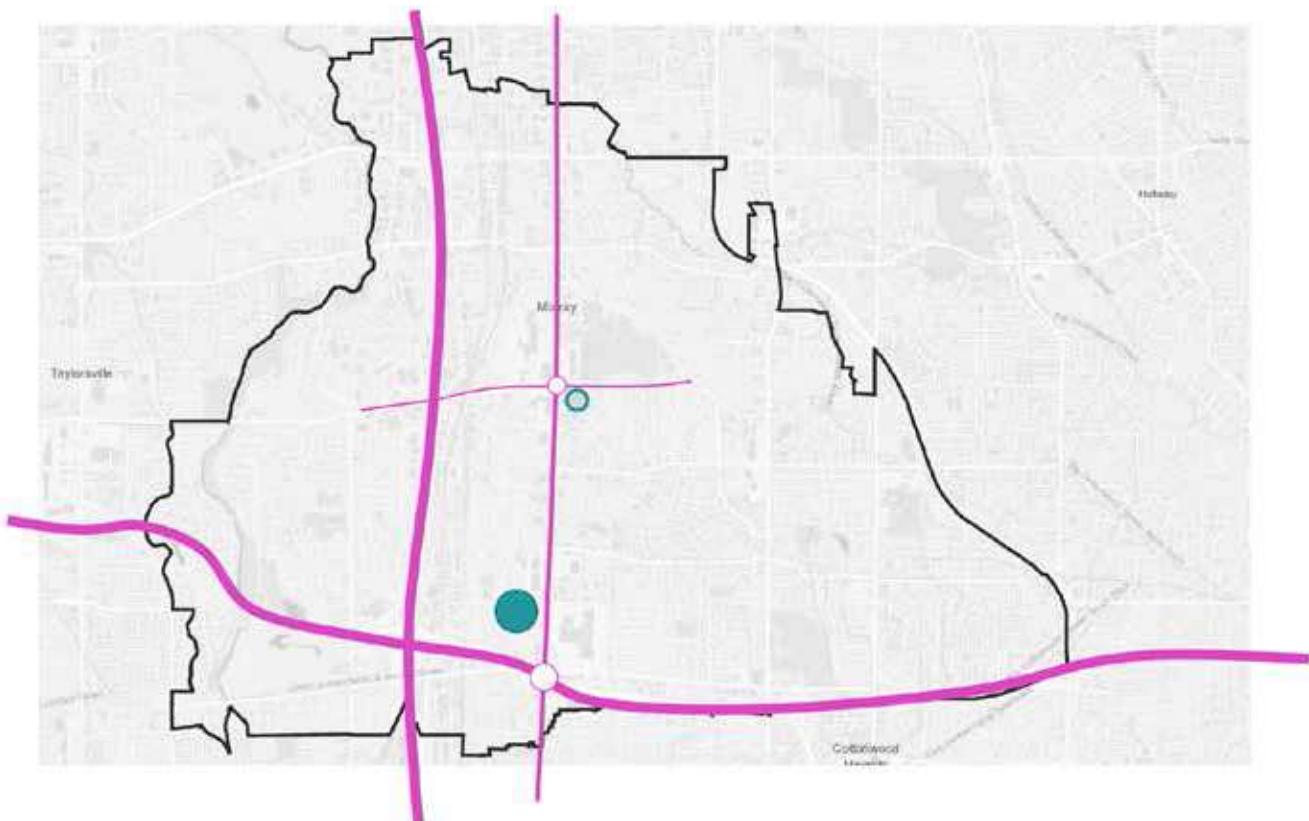
# SITE ANALYSIS

## Site Location

The following map shows the Murray City boundaries with major transportation routes. The smaller circle represents the location of the existing library. The larger circle is the current site of the Senior Recreation Center and the location on which this feasibility study is based. The current library location has difficult access issues due to its location near a busy intersection making it difficult for patrons to exit the library when needing to go west, north or south.

The current library site is owned by the school district and the building is owned by the city. The agreement forfeits the building to the school district if the city chooses to abandon its use of the building / site. If the school district asks the library to move then the school district is required to pay market value for the building. Due to this unique arrangement, the size of the site, the need for more space and more parking, and the traffic issues it is not feasible to expand the library with a one or two story solution. The library has been actively looking for years to identify a different site for a new facility. The Senior Recreation Center, based on the rapid growth of their attendance and resulting increase in programming, has been looking at options to expand their existing facility.

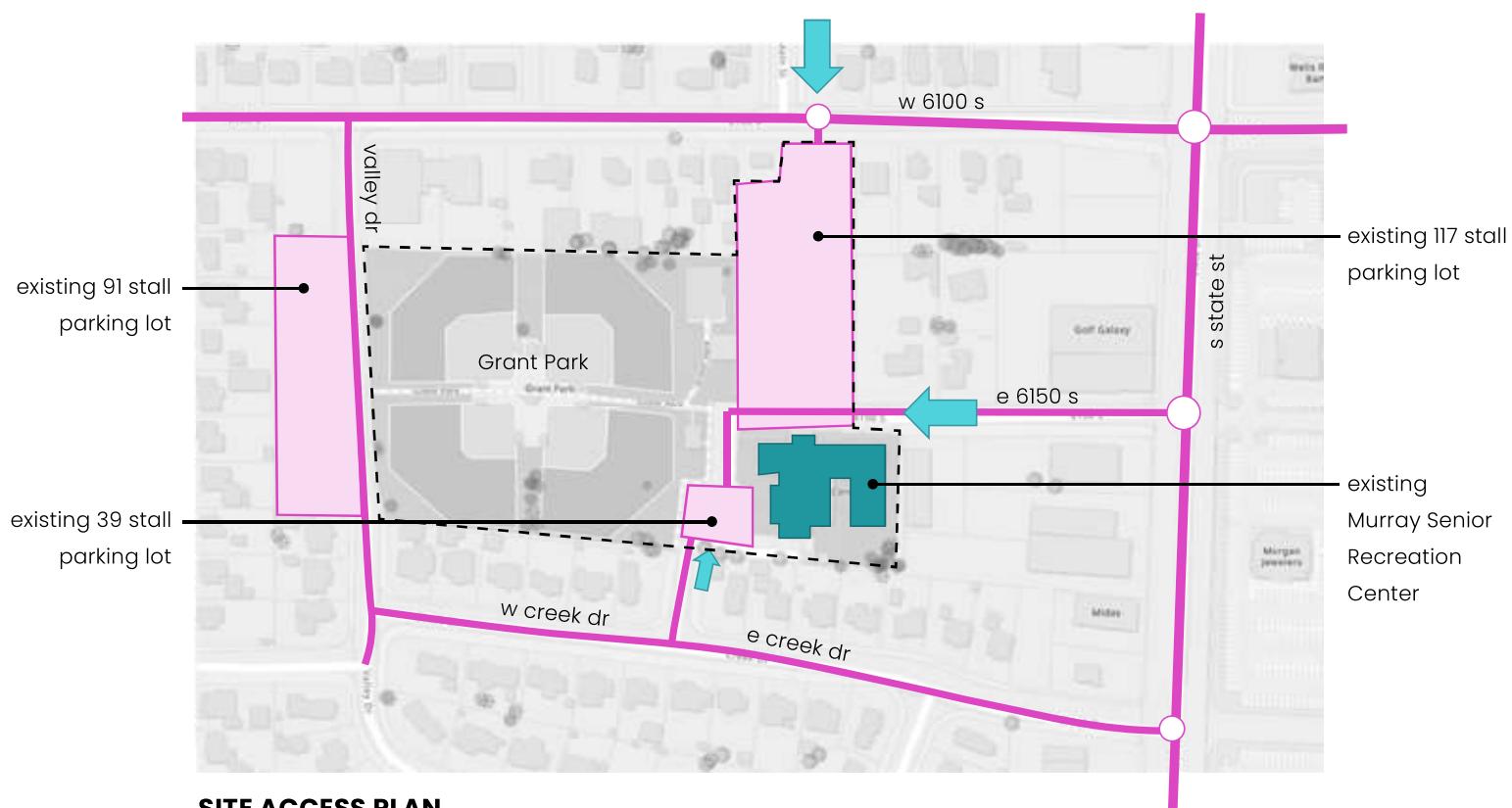
Combining the Library and Senior Center offers potential efficiencies for the city to create a more efficient use of public funds and meet the needs of growing both facilities. Although there are obstacles to overcome on the site related to parking, there are potential feasible solutions, each with their own type of compromise.



# Site Access

The proposed building site is located in Grant Park, near the location of the existing Murray City Senior Recreation Center. Currently, access to the site is available via W 1600 S and E 6150 S. Notably, left turns are restricted on northbound State Street, resulting in the majority of traffic approaching the site from W 6100 S. There is potential access to the site from W Creek Drive, although this would need to be reopened as access has been cut off in recent years.

Grant Park includes four baseball diamonds with associated seating and support spaces, a restroom building, picnic shelter, and playground. The existing Murray City Senior Recreation Center is located at the eastern edge of the park and shares a parking lot with park users.



# Preliminary Zoning Analysis

The current zoning of the library site is R-1-8 (Single-Family Low Density Residential District), with the existing senior center is listed as a conditional use within the zone.

Setbacks from the property line for the R-1-8 district are as follows:

Front Yard: Twenty five feet (25')

Side Yard: Total width of the two required yards no less than twenty feet (20') with a minimum of eight feet (8') at one side.

Rear Yard: Twenty five feet (25')

Zoning allows a maximum height of thirty five feet (35') which will allow for a two-story structure with ample ceiling height for large community spaces.



# Parking

According to the existing zoning regulations, the requirement for off-street parking is one stall per 250 NSF for Library and Office uses and 3 stalls per 100 NSF for Assembly uses. There is no specific requirement in the Murray City Zoning Ordinance for baseball fields and park space. The Salt Lake City Zoning Code requires 10 stalls per field and the design team has used this metric for parking requirements. It should be recognized that during games or tournaments the baseball field parking peak load will increase. However this will be partially offset by the time of the peak load between the park and the building being opposite. It is recommended that the minimum parking stall count to make the project feasible is 249 parking stalls.

## **Total Required Parking (estimated)**

Library + Office Use	146
Assembly Use	90
Baseball Fields	40
Total Stalls	276

- calculations based on 36,400 nsf Library + Office use, and 3,000 nsf Assembly use and (4) baseball fields

## **Daytime/Weekday Parking**

Total stalls required: 236

- Senior Recreation Center, Library, and Assembly spaces are open
- Baseball fields are not in use

## **Evening/Weekend Parking**

Total stalls required: 249

- Senior Recreation Center is currently closed on evenings and weekends however, there are typically 70 people who attend the dance every Thursday evening and the center is planning to extend programming to evenings and weekends at some point in the future which would increase the parking need during this time of day.
- Library and Assembly spaces are open
- Baseball fields are in use

# PROGRAMMING

# Shared Spaces

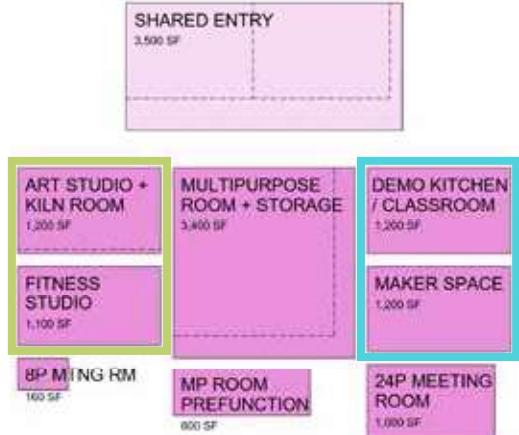
Efficient space planning and design considerations will maximize the usability and adaptability of both the Senior Recreation Center and the Library. Incorporating flexible shelving systems, movable partitions, and modular furniture, will ensure the facility can accommodate changing needs and activities without the need for extensive renovations or expansions. This versatility allows for dynamic spatial configurations, enabling the Library and Senior Recreation Center to host various events, exhibitions, workshops, and community gatherings within the same space. Utilizing multifunctional areas can make efficient use of every square foot, reducing the overall footprint of the building while maximizing its potential. This approach not only saves on construction and maintenance costs but also promotes sustainability by minimizing the library's environmental impact.

Ultimately, a right-sized Senior Recreation Center and Library building provides the flexibility necessary to adapt to evolving needs and trends, ensuring its long-term relevance and success within a limited space.

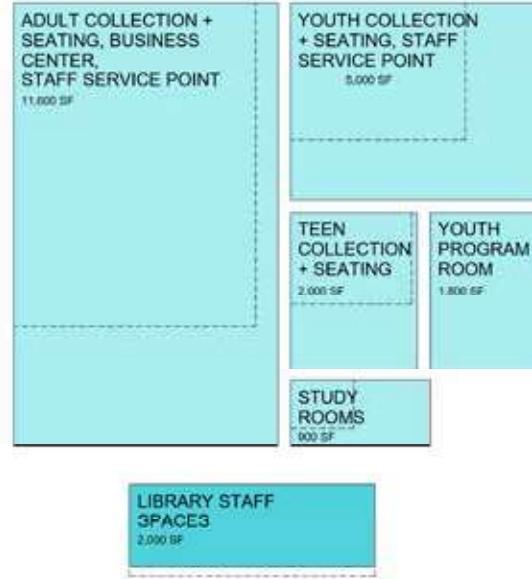
## dedicated senior rec center spaces



## shared spaces



## dedicated library spaces



\* dashed line indicates size of e:

## Shared Spaces

The combination of space needs for these combined facilities would create a need for 75,000 - 95,000 SF. The initial efficiency of creating a combined facility is based on the sharing of utilitarian spaces such as heating and cooling systems, office, break room and other back of house spaces. More efficiency is achieved when program spaces are shared with each organization using them at different times of the day for their respective uses. Examples of shared senior center and library buildings in Utah and throughout the nation illustrate the possibilities of shared facilities, particularly with collaboration in the use of spaces or co-programming. The more robust the effort to coordinate and share, the higher the space efficiency.

Our team of national library and senior center experts highly recommends finding as much common ground as possible to share spaces and programming as is done at other similar joint use facilities nationally. While the program in this document reduces the sf need from a range of 75,000 - 95,000 sf to 60,000 - 70,000 sf it could be reduced even more with more sharing of spaces. The current leadership of the Senior Recreation Center feels that the Ceramics and Fitness Studio programming will grow to fill more time during the day and eventually into the evenings and weekends and when it does they would no longer be available as shared spaces. Our recommendation is to maximize sharing now and allow for growth in this scenario as the programs grow by giving the Senior Recreation Center control of scheduling the Ceramics and Fitness Studios first and likewise the Library scheduling the Demo Kitchen and Maker Space first.

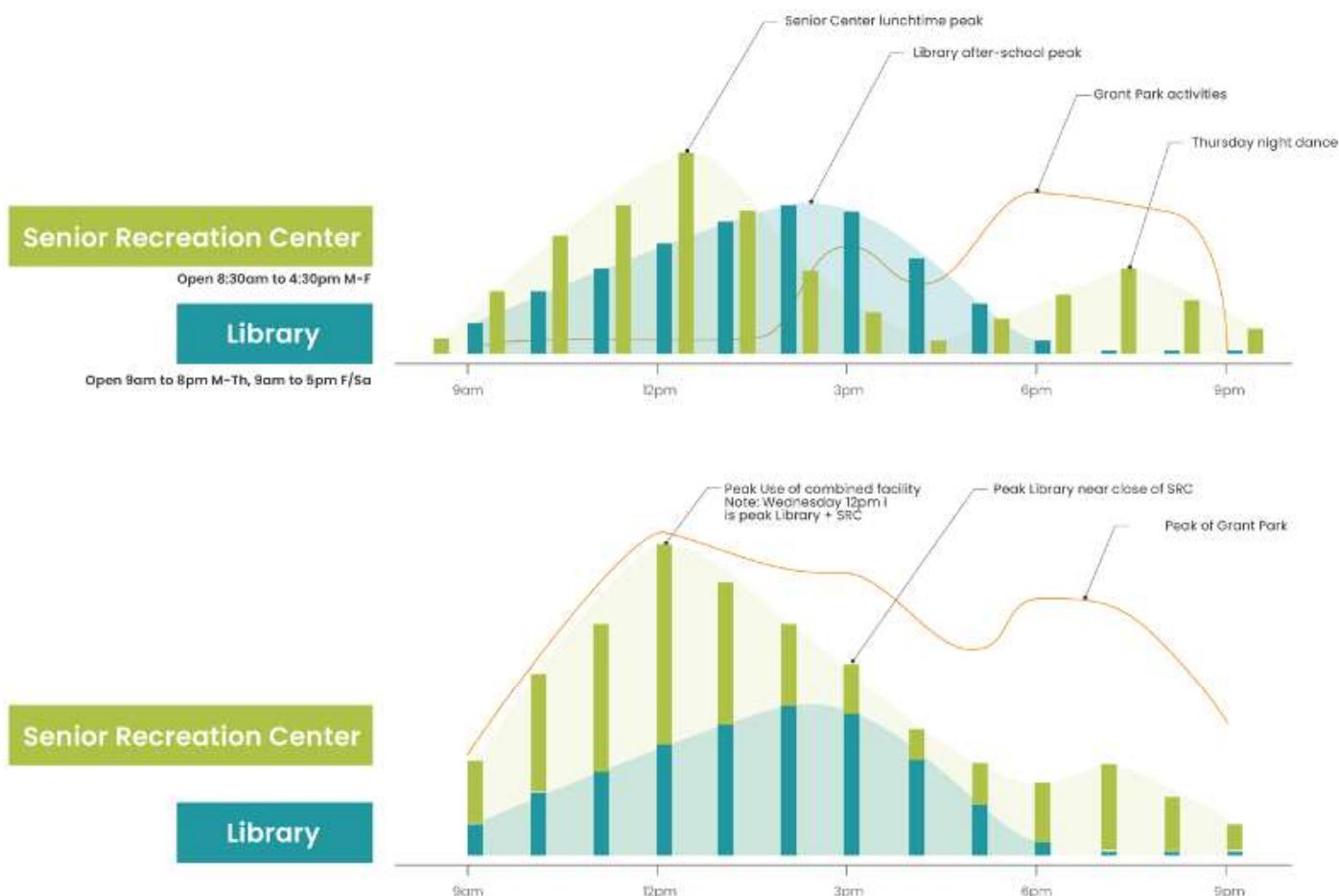


Multipurpose Room | Missoula Public Library

# Shared Spaces

The shared spaces have been allocated into three groupings: shared spaces, Senior Recreation Spaces that can be used by the Library when they are not scheduled by the Senior Recreation Center, and Library spaces that the Senior Recreation Center can use when not scheduled by the Library. For example, the fitness studio will be primarily used by the Senior Recreation Center. The Library would have the ability to use the fitness studio when it is not in use by the Senior Recreation Center, likely in the evenings while the Senior Recreation Center is closed. Secure storage, scheduling, and staff monitoring of patrons will need to be considered during the design phase to ensure the shared space works well for both organizations.

Some shared space may also need to be accessed separately from each side of the facility to prohibit Library patrons' access to the senior center and visa versa, thus maintaining secure entry points and identity of each organization.



Analysis: A combined facility will crescendo in usage throughout the morning, peaking at the lunchtime rush for the Senior Recreation Center lunch, then, as the SRC begins to wind down, the Library after-school peak begins as the facility slows down for the evening, just in time for park activities.

## Shared Spaces



Demonstration Kitchen/Classroom | Louisville Free Public Library, Northeast Regional Library



Library Marketplace/Lobby | Norman Central Public Library

## Shared Spaces



Lobby and Seating Areas | Center at Belvedere, Charlottesville, VA



Fitness Studio | South Hadley Center, South Hadley, MA

## Shared Spaces



Multipurpose Room | Norman East Public Library



Multipurpose Room | Norman East Public Library

## Shared Spaces



Staff Mail/Copy Room | Norman Central Public Library



Staff Conference Room & Break Room | Norman East Public Library, Missoula Public Library

## Dedicated Senior Recreation Center Spaces

Some spaces in the facility will be dedicated to use by the Senior Recreation Center due to the intensity of use throughout the day and week, or operational requirements.



Lounge | Center at Belvedere, Charlottesville, VA



Billiards & Game Room | Hadley Senior Center, Hadley, MA

## Dedicated Senior Recreation Center Spaces



Dining Room | Westlake Senior Center, Westlake, OH



Fitness Room | Westlake Senior Center, Westlake, OH



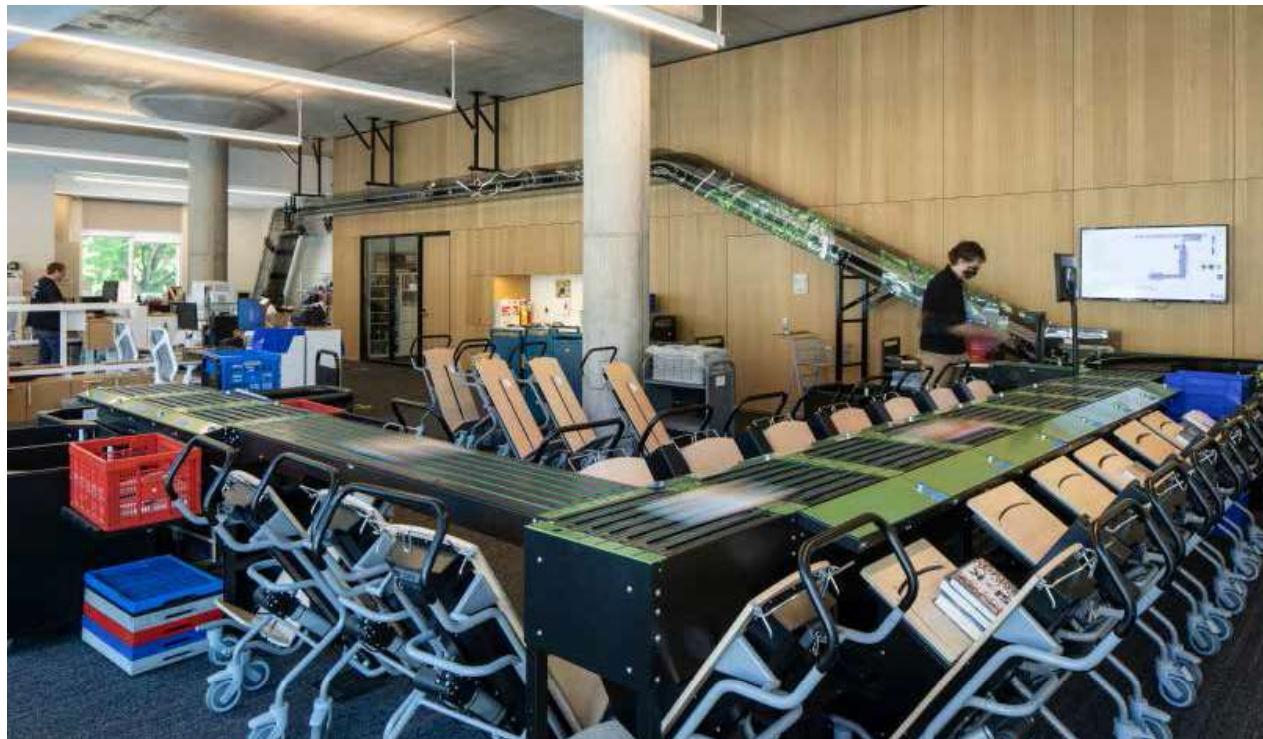
Ceramics Storage | Murray City Senior Recreation Center

## Dedicated Library Spaces

Some spaces in the facility will be dedicated to use by the Library, due to the intensity of use throughout the day and week, or operational requirements.



Storytime Room | Fayetteville Public Library



Circulation Workroom | Missoula Public Library

## Dedicated Library Spaces



Holds and self-check equipment | Norman East Public Library

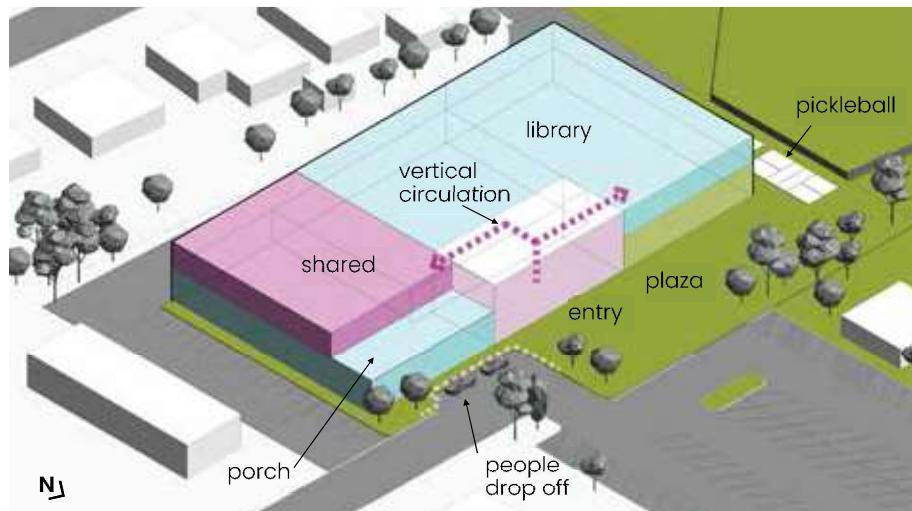


Adult Collection & Seating | Missoula Public Library

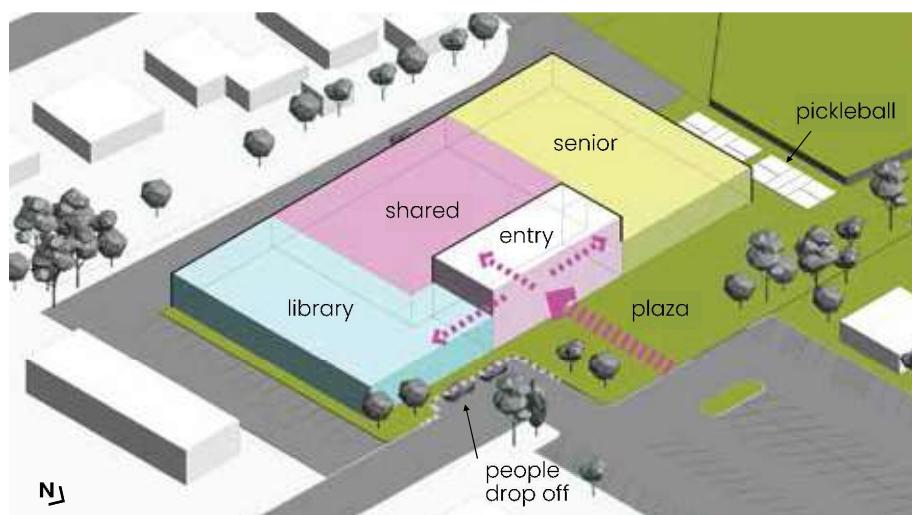
# Program Adjacency

Adjacencies play a crucial role in programming as they enable the creation of synergies between different resources and services, ultimately enhancing the overall user and staff experience.

The following diagrams show the adjacencies of the shared space, senior recreation center, and library spaces on two levels with a shared entry. These diagrams show that grouping these elements together is feasible in this and other potential configurations. Detailed design and operational considerations of how this can work will be investigated during the schematic design phase.



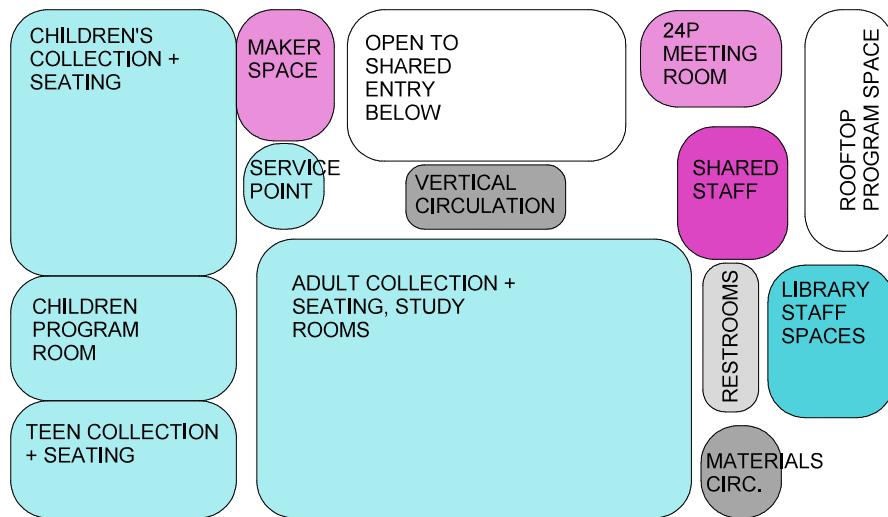
**LEVEL 2 SPACE DIAGRAM**



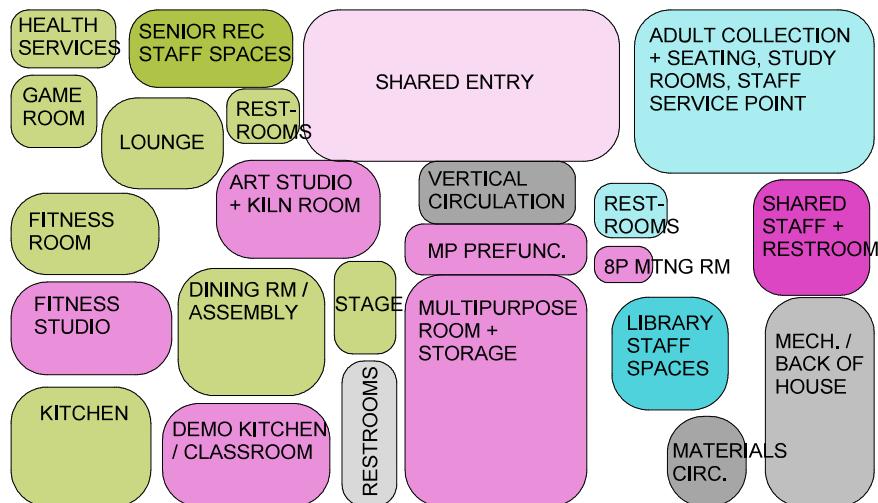
**LEVEL 1 SPACE DIAGRAM**

# Adjacency Diagrams

These adjacency diagrams show the needed relationships between spaces. Their configuration is based on what space needs to be next to other spaces. Configurations will be arranged differently depending on which site location is used; each site will impact entry, loading, drop off, library material return, and other site related functions differently.



LEVEL 2 ADJACENCY DIAGRAM



LEVEL 1 ADJACENCY DIAGRAM

# Space Program

LIBRARY + SENIOR RECREATION CENTER PROGRAM	AREA (NSF)	NOTES
<b>SHARED ENTRY</b>		
Vestibules	600	1 primary entrance and 1 secondary entrance
Lobby + Seating Area	1,000	circulation space, lounge seating
Lib Staff Service Point	180	2 staff seats
Senior Rec Staff Service Point	180	2 staff seats
Customer Service Area	400	returns, self-checks, OPAC, laptop lending, etc.
Marketplace	400	display, new + popular materials
Friends Sale Area	200	
Holds shelving	400	
24 Hour Acess Area	100	Holds lockers or other equipment
Subtotal	3,460	
<b>LIBRARY COLLECTION + STUDY</b>		
Adult Collection + Seating	11,600	collection + study, lounge, and computer seats (50% increase)
Teen Collection + Seating	2,000	collection + study, lounge, and computer seats (100% increase)
Youth Collection + Seating	5,000	collection + study, lounge, and computer seats + play space (100% increase)
Youth Program Room	1,800	dedicated room for storytime and other youth programs, includes storage
Staff Mobile Touchdown	200	(2) 1 person stations
Staff Service Point - Children's	100	(1) 1 person service point
4p Study Room	480	120 sf each, (2) adult, (1) teen, (1) children's
2P Study Rooms	400	80 sf each, (3) adult, (1) teen, (1) children's
Business Center	400	print/copy equipment and work areas
Subtotal	21,980	
<b>SENIOR PROGRAM SPACES</b>		
Lounge	800	informal lounge space, card/game tables
Billiards & Game Room	460	23' x 20' for 1 table, 2 card/game/puzzle tables, lounge seating
Fitness Room	1,000	fitness equipment
Dining Room / Assembly Space	2,000	600 sf stage, seating for 70 at meals and drop-in activities, opens into MP Room
Kitchen	1,100	includes pantry, staff WC, serving area
Health Services	380	includes storage
Restrooms	280	(4) dedicated restrooms at 70 sf each
Subtotal	6,020	
<b>MEETING + COLLABORATION SPACES</b>		
250p Multipurpose Room	3,000	fits 250 people in lecture style seating, divisible into 2 smaller rooms
MP Room Prefunction/Gallery	600	lobby space for gathering before/after large events
MP Room Storage	400	tables, chairs, dollies, misc. items
32p Demo Kitchen / Classroom	1,200	
Art Studio + Kiln Room	1,200	studio space and storage for arts programming
Fitness Studio	1,100	studio space and storage for group fitness classes
32p Makerspace	1,200	flexible classroom + storage
24p Meeting Room	1,000	flexible furnishings, can be used as computer lab, staff meetings, etc.
8p Meeting Room	160	
Subtotal	9,860	

LIBRARY STAFF SPACES		
Lib Staff Workroom	500	(6) 8' workstations, collaboration area
Lib Director Office	175	private office
Lib Asst Director Office	120	private office
Lib Children's Workroom	320	(2) 8' workstations, collaborative space, storage
Lib Children's Manager Office	120	private office
Circulation Workroom	600	space for book sorting and/or AMH
Friend's Workroom + Storage	0	TBD if needed
Mail / Copy Room	200	includes office supply storage
Subtotal	2,035	
SENIOR REC STAFF SPACES		
Senior Rec Director Office	175	private office
Senior Rec Prog Coord. Office	120	private office
Senior Rec Prog Coord. Office	120	private office
Senior Rec Admin Sup. Office	120	private office
Senior Rec Meal Sup. Office	0	TBD if this position requires dedicated office
Mail / Copy Room	120	includes office supply storage
Subtotal	655	
SHARED STAFF		
Focus Room	195	(1) 1-2p 80 sf, (1) 2-4p 115 sf
Break Room	400	kitchenette + seating
Staff Bathrooms	240	(2) 60 sf per floor
Wellness Room	80	
General Storage	800	shared building storage
Subtotal	1,715	
RESTROOMS		
Restrooms: Binary	1,000	(2) at 500 sf each
Restrooms: Family, Single-User	140	(2) at 70 sf each
Comfort/Wellness Room	80	
Sensory Room	80	adjacent to children's to support neurodiverse needs
Subtotal	1,300	
MECH / B.O.H.		
Janitor	120	(3) Closets at 40 sf each
MDF / IDF Rooms	300	(3) at 100 sf each
Mechanical Room	700	
Electrical Room	250	
Loading Dock/Garage	0	exterior area, no enclosed loading/garage
Receiving	350	
Subtotal	1,720	
VERTICAL CIRCULATION		
Monumental Stair	750	250 sf at level 1, 500 sf at level 2
Public Elevator	200	100 sf each floor
Staff Elevator	200	100 sf each floor
Egress Stair	1,000	250 sf each stair at each floor
Subtotal	2,150	
TOTAL BUILDING SIZE		
Total NSF	50,895	Indoor space only, does not include outdoor program areas
<b>Total GSF</b>	<b>68,708</b>	Includes overall building 35% net to gross factor

# SITE OPTIONS

# Site Option One

1. 115 existing parking spaces -  
no changes to existing lot

2. existing playground

3. existing pavilion

4. existing baseball fields

5. entry plaza

6. pickleball courts

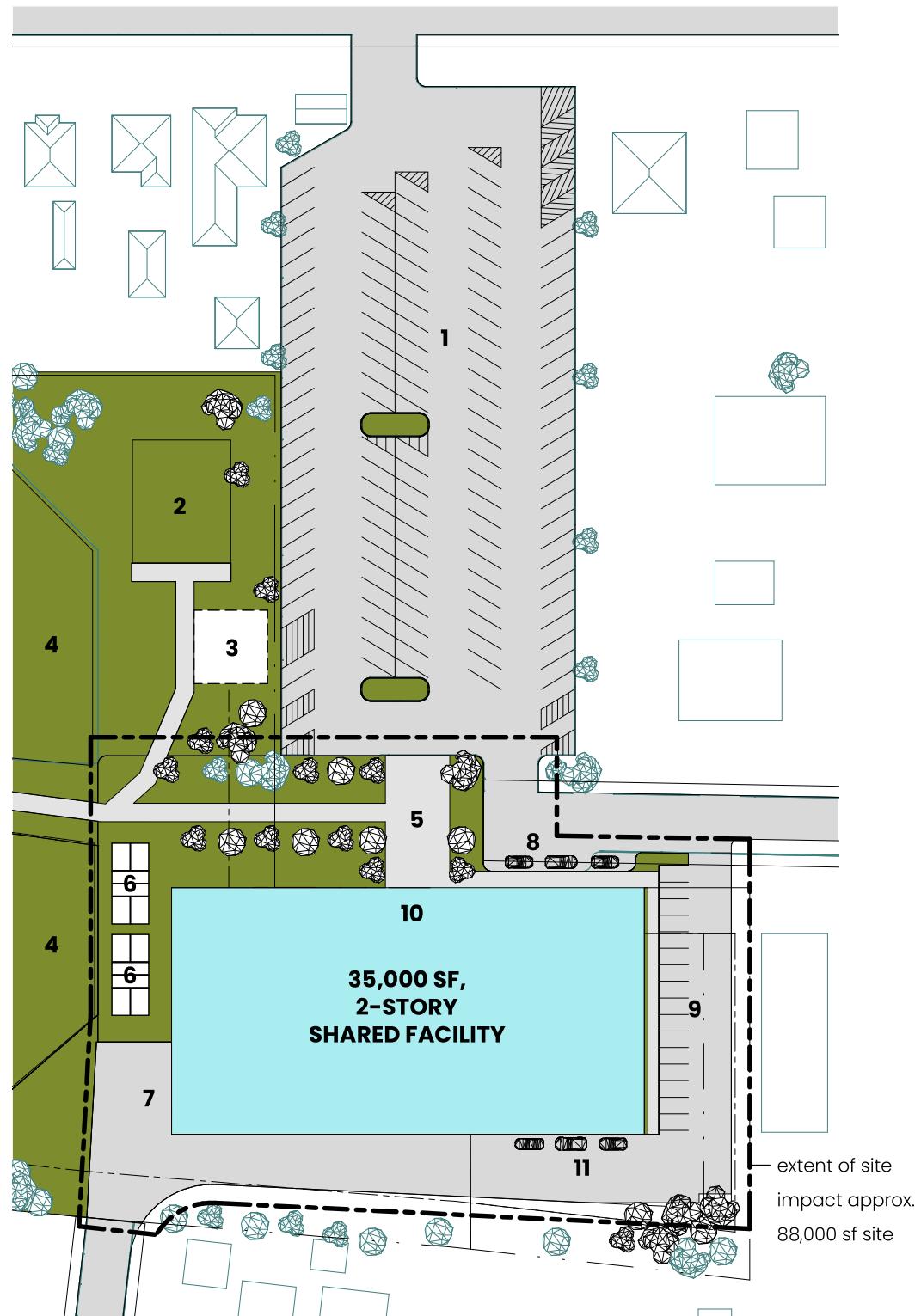
7. trash and loading

8. visitor drop off

9. 15 new parking stalls

10. shared entrance

11. book drop & pick up



# Site Option Two

1. 44 new parking spaces

2. book drop & pick up

3. shared entrance

4. existing baseball fields

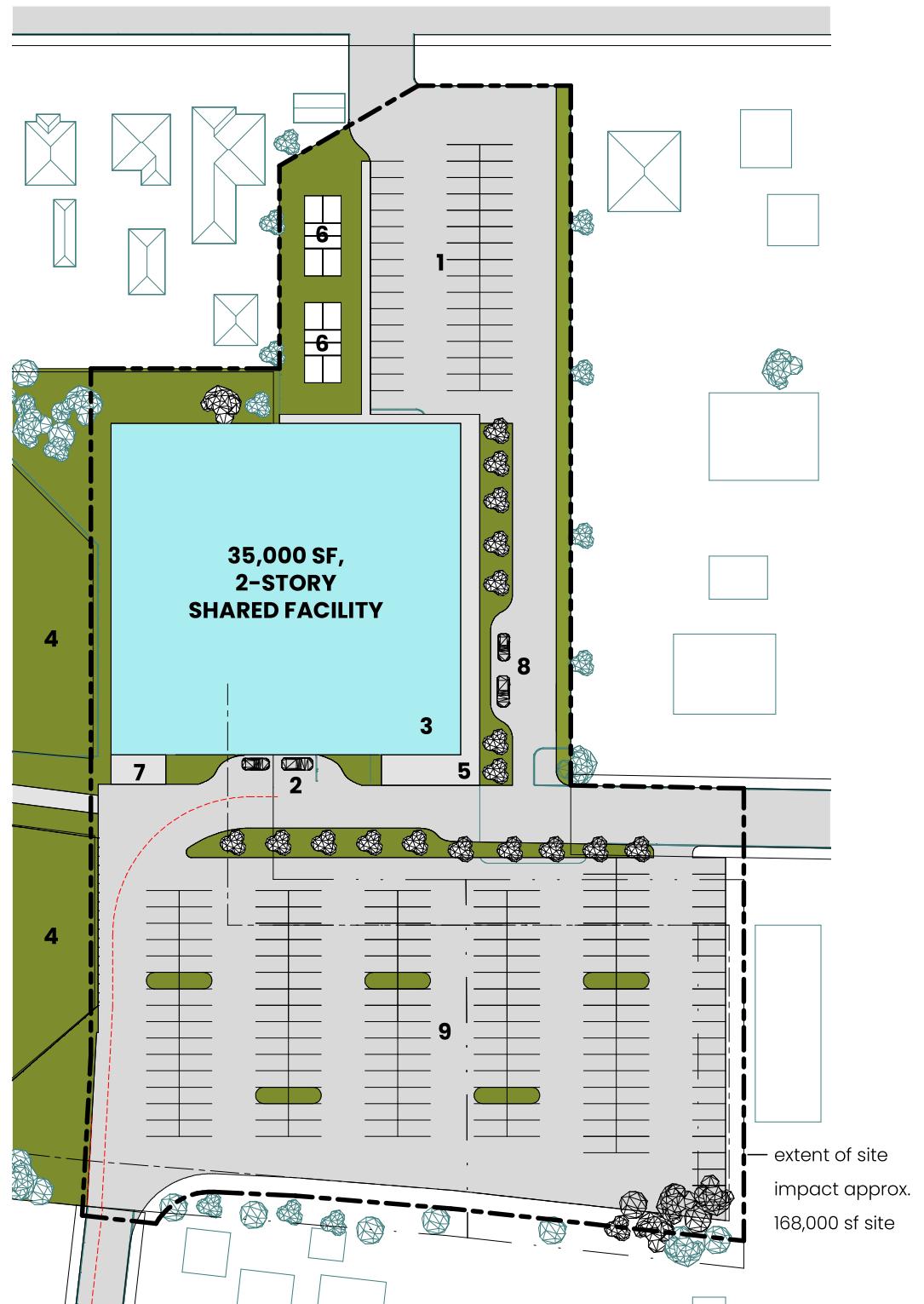
5. entry plaza

6. pickleball courts

7. trash and loading

8. visitor drop off

9. 152 new parking spaces



# Opportunities & Challenges

Site Option One and Site Option Two offer different opportunities and challenges for site access, parking capacity, impacts to the park, and construction phasing. Parking is the largest obstacle to overcome in making this project feasible on this site.

Although Option 2 meets the number of required parking it is anticipated that the count will be inadequate for the needed parking for the Senior Recreation Center, baseball, park and Library at peak times. The total stall count include 91 stalls that located on the other side of the baseball fields and while well-situated for park access, they create a long walk for Senior Recreation and Library patrons.

## option 1

- parking**  
220 stalls (approx.\*)
- loading**  
located at the back of the building
- visitor drop-off**  
drop-off close to entry
- materials drop-off**  
shared drive with loading, one-way
- park impacts**  
all existing amenities remain in place
- new outdoor program spaces**  
limited space close to building
- construction phasing**  
senior center closes/relocates during construction
- building footprint**  
rectangular shape best for access to daylight and clear wayfinding

## option 2

- parking**  
302 stalls (approx.\*)
- loading**  
located at the front of the building
- visitor drop-off**  
drop-off close to entry
- materials drop-off**  
shared drive with loading, one-way
- park impacts**  
pavilion and playground removed
- new outdoor program spaces**  
limited space close to building
- construction phasing**  
senior center can remain open, parking shuttle needed for remote parking
- building footprint**  
square shape difficult for access to daylight

 positive

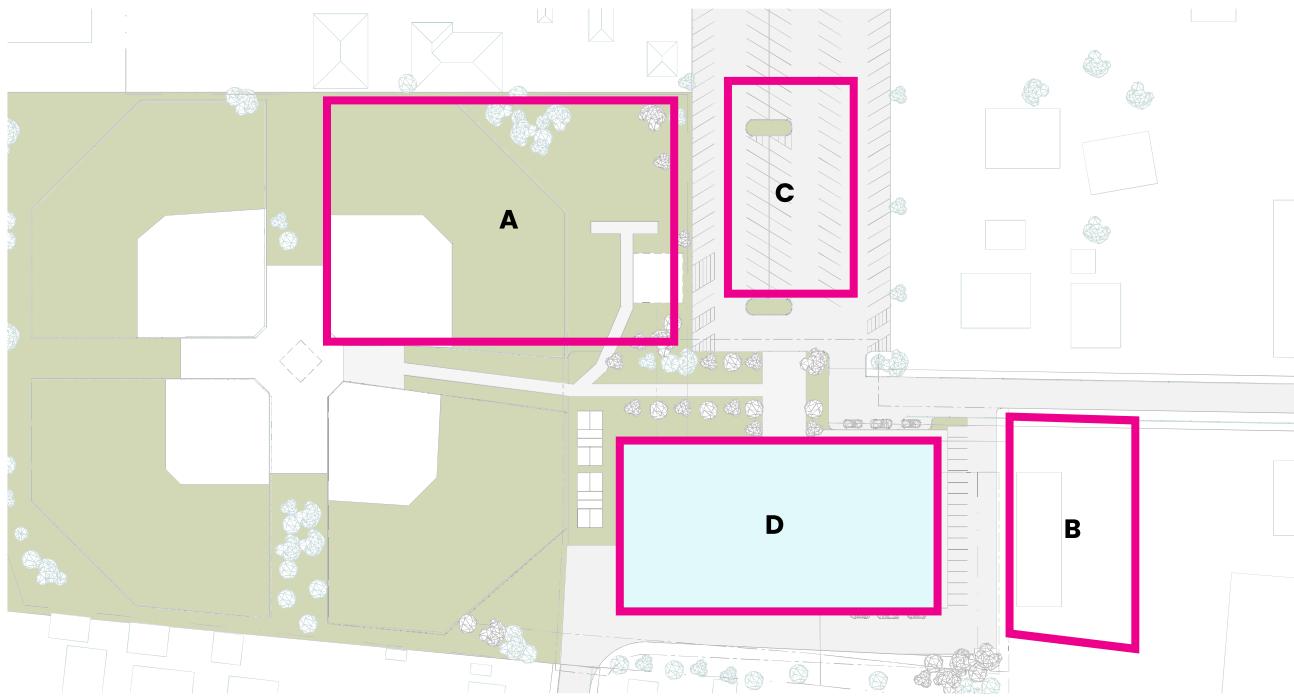
 neutral

 negative

\* Parking diagrams and counts do not incorporate practices for universal access and safety for senior facilities (separated pedestrian walkways, larger landscape buffers, higher than average counts of ADA parking stalls). Making these adjustments will likely result in reductions in stall counts from what is shown.

# Additional Parking

Various options of parking sizes and locations were tested to identify the best scenario for above ground and below ground parking combinations. Additional parking may also be available at the old library and fire station location where the Headstart program is currently located if the old buildings were demolished. Parking in this area would be convenient for access to the ballfields but not for the Library and Senior Recreation Center. It is recommended that the minimum parking stall count to make the project feasible is 249 parking stalls.



## A. Surface Parking Over Ball Field

Create a 55,000 SF parking lot over one ball-field for additional parking stalls. (~204 stalls)

Estimated Cost: \$1,720,000 (\$8,444 / stall)

## B. Surface Parking on Adjacent Lot

Create a 21,000 SF parking lot on parcel adjacent to the existing Murray City Senior Recreation Center site for 35 additional parking stalls. (~78 stalls)

Estimated Cost: \$780,000 (\$10,029 / stall)

## C. Structured Parking: Option 1

Create a 18,000 SF structured parking garage over existing parking lot, avoiding portion of site with underground water tank. (~102 stalls, ~ 51 additional stalls)

Estimated Cost: \$8,294,000 (\$80,636 / stall)

## D. Below Grade Parking: Option 1

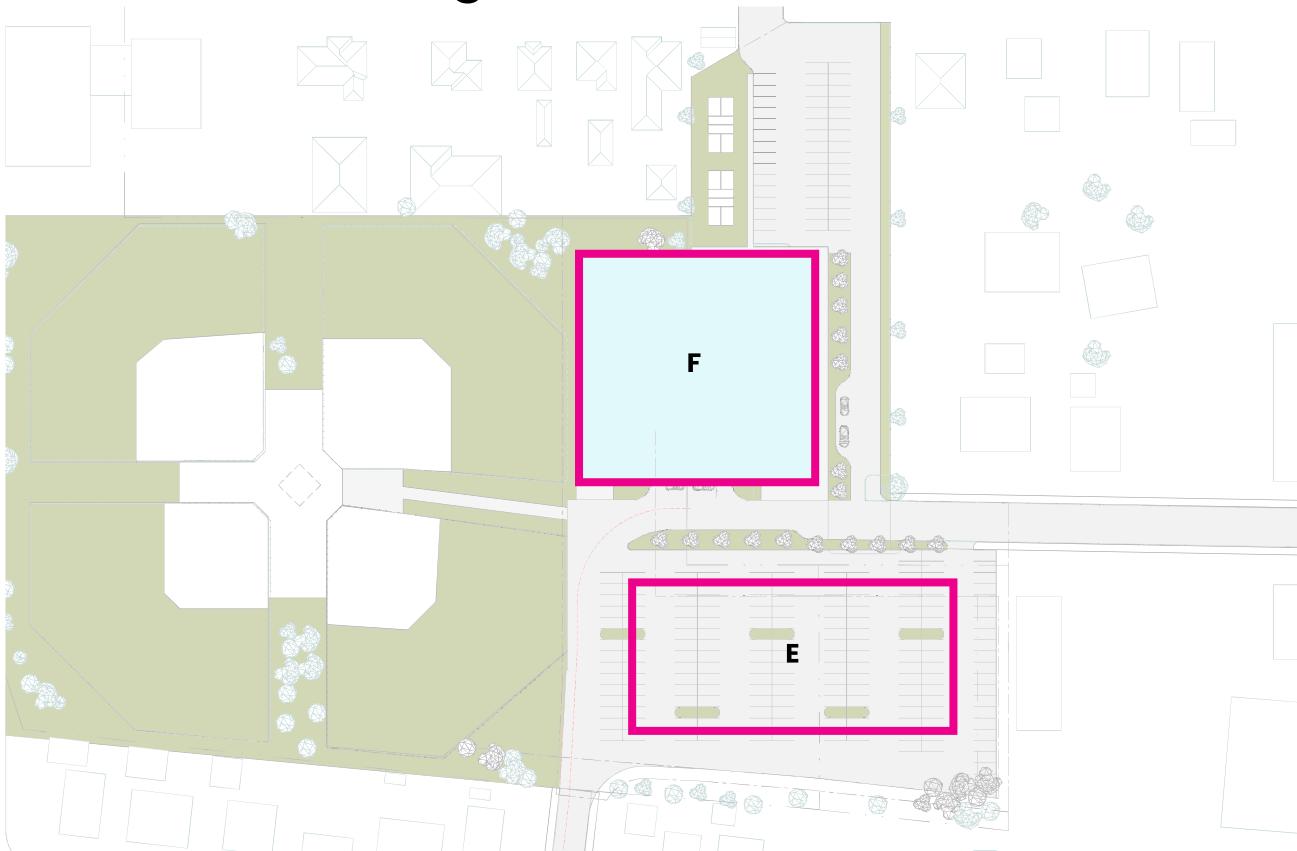
Create below-grade parking under the new building. (~100 stalls)

Estimated Cost: \$10,109,000 (\$101,090 / stall)

Parking Options	Site Option 01 Number of Additional Stalls	Site Option 02 Number of Additional Stalls
Base Site Options (excluding 91 stalls east of ballfields)	130	196
Base Site Options (Including 91 stalls east of ballfields)	221	287
A Ballfield	204	136
B Adjacent Property	78	78
C 1 level above Ground 18,000 SF Parking Structure	51	N/A
D 1 level below Ground 35,000 SF Parking Structure	100	N/A
E 1 level above Ground 36,000 SF Parking Structure	N/A	103
F 1 level below Ground 35,000 SF Parking Structure	N/A	100

Estimated Parking Stall Counts	Excluding 91 stalls to the east	Including 91 stalls to the east
Site Option 01 + Parking Option A	334	425
Site Option 01 + Parking Option B	208	299
Site Option 01 + Parking Option C	181	272
Site Option 01 + Parking Option D	230	321
Site Option 02+ Parking Option A	332	423
Site Option 02 + Parking Option B	274	365
Site Option 02 + Parking Option E	299	390
Site Option 02 + Parking Option F	296	387

# Additional Parking



## E. Structured Parking: Option 2

Create a 36,000 SF structured parking garage over existing senior center site. (~206 stalls, ~103 additional stalls)

Estimated Cost: \$13,627,000 (\$66,242 / stall)

## F. Below Grade Parking: Option 2

Create below-grade parking under the new building.  
(~100 stalls)

Estimated Cost: \$11,169,000 (\$111,690 / stall)

Parking structures whether underground or above ground have certain efficiencies that make them economically viable. A certain number of stalls and proportions make for an efficient parking structure allowing the design to maximize the number of stalls to the size of the building. There are also many factors that can affect the cost of a parking structure such as the demolition of existing structures, soils or in this case being adjacent a large underground potable water reservoir. The parking structure proportions and low number of stalls make them inefficient which drives the cost per stall to a very high dollar value. The recommended number of parking stalls for peak use is 289 and a minimum of 249. The 91 stalls east of the ballfields work great for ballfield parking but are too far away for senior center parking and many of the library patrons.

Option 1 Parking Feasibility: The base site option including these 91 stalls to the east with the addition of any of the additional parking options makes the project feasible. However, without the 91 stalls to the east the parking garage scenarios are not feasible unless the adjacent property or a portion of the ballfield is also used with the parking structures as part of the solution.

Option 2 Parking Feasibility: The base site option 02 allows for 221 stalls without the 91 parking stalls to the east of the ballfields and 287 including the parking stalls to the east of the ballfields. This shows that option 2 is feasible when including the additional parking stalls, however this is not ideal because of the distance to the senior recreation center and library from these 91 stalls. Option 2 is also feasible with all the other additional parking scenarios however utilizing the 91 stalls to the east is the most cost-effective solution.

# ROM COST ESTIMATE

# ROM Cost Estimate

MSR Design and Construction Control Corporation (ccc) have prepared a detailed cost estimate for site option one and site option two. The total project cost for each can be broken into two categories: construction costs and soft costs.

Construction costs include the following:

- Quantitative take-offs for the exterior envelope, major building systems, interior finishes, and site development. A level of quality that is appropriate for a heavily used public building was assumed.
- General contractor's general conditions (7%), bonds & insurance (2%), and overhead & profit (4%).
- Owner's construction contingency (5%).
- Design estimate contingency (15%) which accommodates for unknowns at the early stage of design.
- Escalation from the August 2023 to the presumed bid date of August 2025. (12%). Escalation will need to be adjusted if the project goes out to bid earlier or later than this date.

\*Soft costs are assumed to be 30% of total project costs, these include the following:

- Furnishings and shelving
- Audiovisual and networking equipment
- Security systems
- Automated materials handling system
- Professional service fees
- Surveys, geotechnical reports, environmental site assessments, etc.
- Moving costs, temporary location costs, etc.\*\*

## Site Option One

Construction Costs\*\*\* 42,509,000

Soft Costs 18,218,000

**Total Project Cost \$60,727,000**

## Site Option Two

Construction Costs\*\*\* 43,777,000

Soft Costs 18,762,000

**Total Project Cost \$62,539,000**

\* Soft costs do **not** include the purchase of additional property which would be another solution to providing the needed additional parking.

\*\* Soft costs include some allowance for moving and temporary locations however it does **not** include renovation costs for a temporary facility.

\*\*\* The construction costs include the building and the basic available parking. These numbers do not include any of the additional parking cost options presented. Those costs are in addition to these base costs.

# APPENDIX

# **APPENDIX**

See separate Appendix document for the following PDF files:

- 2023-05-08 Project Kick Off
- 2023-05-30 Design Meeting
- 2023-06-16 Feasibility Study Meeting
- Parking Analysis
- Murray Senior Center Feasibility Estimate 7-25

**MSR**  
Design



MURRAY  
CITY COUNCIL

# Discussion Item #4



**MURRAY**

**Council Action Request**

# **PUBLIC WORKS DEPARTMENT**

**Midvalley Improvement District Updated Boundary  
Area Map**

**Committee of the Whole**

Meeting Date: September 19, 2023

<b>Department Director</b> Russ Kakala	<b>Purpose of Proposal</b> Resolution and process between Midvalley Improvement District and Murray City defining service boundaries.
<b>Phone #</b> 801-270-2404	<b>Action Requested</b> NOI regarding Midvalley Improvement Districts defined boundaries to be approved at October 3 2023 Council meeting.
<b>Presenters</b> Russ Kakala, Ben Ford	<b>Attachments</b> Midvalley Improvement resolution and exhibits, Murray City proposed resolutions, and public hearing notice.
<b>Required Time for Presentation</b> 10 Minutes	<b>Budget Impact</b> None
<b>Is This Time Sensitive</b> No	<b>Description of this Item</b> Explaining the process and resolution defining Midvalley Improvement Districts (MID) service area and the boundary it shares with Murray City. Two Murray City properties are affected with this resolution. Mountain View Business Center located at 756 East Winchester is being changed on (MID) record as being serviced by Murray City and will show a decrease in taxes to (MID). Agnom Associates LLC located at 6525 South State is changing from Murray City to service by (MID). No taxation change for this property. The intent of the resolution is to clarify (MID) boundaries with all bordering entities which include, Sandy Suburban Improvement District, Cottonwood Improvement District, Murray City, and Midvale City.
<b>Mayor's Approval</b> 	
<b>Date</b> September 5, 2023	

**Continued from Page 1:**

In the attached documents the legal description is highlighted in red for the affected Murray properties and is shown on Page 8 of Exhibit A attached PDF.

Exhibit B shows all affected properties with Murray properties highlighted in red.

Exhibit C shows final Midvalley local entity plat map.

After initial NOI resolution is approved a public hearing will be scheduled for December 6th 2023.

76 Notices will be mailed out to affected property owners.

After public hearing council will consider two resolutions. One approving the boundary adjustment and one approving the plat as it pertains to Murray City.

## **RESOLUTION NO 2023-06-14**

### **A RESOLUTION OF THE BOARD OF TRUSTEES OF THE MIDVALLEY IMPROVEMENT DISTRICT GIVING NOTICE OF INTENT TO ADJUST SPECIFIED PORTIONS ITS BOUNDARIES IN COMMON WITH THE SANDY SUBURBAN IMPROVEMENT DISTRICT, THE COTTONWOOD IMPROVEMENT DISTRICT, MURRAY CITY AND MIDVALE CITY**

#### **RECITALS**

A. The Midvalley Improvement District (“Midvalley”) is a special district organized under the provisions of Utah law to provide wastewater collection services within the boundaries of the District;

B. Midvalley shares its boundaries with the Sandy Suburban Improvement District (“Sandy Suburban”) the Cottonwood Improvement District (“Cottonwood”), Murray City (“Murray”), and Midvale City (“Midvale”) (collectively the “Agencies”);

C. Midvalley and the Agencies have recently completed an analysis of parcels of real property abutting the boundaries of Midvalley and the Agencies.

D. As a result of that analysis Midvalley and the Agencies have concluded that there are multiple parcels to whom Midvalley provides sanitary sewer service for which it is either not being paid service fees or from whom it receives property tax. Midvalley and the Agencies have also determined that there are some properties to which Midvalley does not provide service and from whom Midvalley is either receiving service fees and/or property taxes.

E. Midvalley has determined that its best interests will be served by adjusting its boundaries at various locations abutting the Agencies’ respective boundaries to accurately identify parcels that receive or don’t receive Midvalley’s services and from whom Midvalley is not receiving service fees and/or property taxes.

F. The proposed boundary adjustments are reflected on the following exhibits attached hereto and incorporated herein by reference:

Exhibit “A” – the legal description of the boundaries of the District, as it will be adjusted on approval of the Office of the Lieutenant Governor and Salt Lake County;

*[description of Exhibits, Resolution and signatures on next page]*

Exhibit "B" – a listing of all parcels of real property including parcel numbers, addresses and owner information that will be affected by the proposed adjustment; and

Exhibit "C" the Final Local Entity Plat.

## RESOLUTION

BE IT RESOLVED by the Board of Trustees of the Midvalley Improvement District that:

1. The Board of Trustees of the Midvalley Improvement District hereby gives notice of its intent to adjust its common boundaries with the Agencies as shown on Exhibits "A," "B," and "C" attached hereto and incorporated herein by this reference.

2. The District General Manager and staff of the Midvalley Improvement District are authorized and directed to:

- (a) schedule a public hearing on the proposed boundary adjustments no less than 60 days after the date of this Resolution;
- (b) give public notice as is required by law; and
- (c) take such other actions as may be reasonable and necessary to effectuate the adjustments of its boundaries as set forth herein and as shown on the Exhibits.

Dated this 14th day of June 2023.

**MIDVALLEY IMPROVEMENT DISTRICT  
BOARD OF TRUSTEES**

ATTEST:

\_\_\_\_\_  
Brent Christensen, Clerk

By: \_\_\_\_\_  
Sondra Smith, Chair of the Board

## Exhibit "A"

### Boundary Legal Description

#### Midvalley Improvement District Area

A parcel of land situate within Sections 24, 25, and 36 of Township 2 South, Range 1 West, and Sections 19, 20, 29, 30, 31, and 32 of Township 2 South, Range 1 East, and Section 5 of Township 3 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of 8600 South Street and easterly boundary line of Harvard Park No. 2 Subdivision, recorded November 17, 1975 in Book 1975P at Page 181 in the Office of the Salt Lake County Recorder, said point also being located North 89°59'10" West 1,605.32 feet along the section line and North 00°10'10" East 40.00 feet from the Southeast Corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running

thence North 89°59'10" West 665.66 feet, more or less along said northerly right-of-way line; thence South 04°00'32" West 72.87 feet, more or less to the southerly right-of-way line of said 8600 South Street, said point also being the northeast corner of Parcel No.

28-05-202-001, said point also being East 374.66 feet and South 33.00 feet from the South Quarter Corner of said Section 32; thence along the easterly boundary line of said Parcel No. 28-05-202-001 the following three (3) courses:

(1) South 08°57'00" West 79.30 feet; South 28°16'50" West 40.10 feet; South 28°00'00" West 109.29 feet, more or less to the northerly boundary line of the George Lake Subdivision, recorded June 30, 1998 in Book 1998P at Page 169 in the Office of the Salt Lake County Recorder; thence along said northerly boundary line the following three (3) courses: (1) West 96.35 feet;

(2) South 22°01'00" West 2.94 feet; West 161.58 feet to the easterly boundary line of Watson Subdivision, recorded June 20, 1965 in Book CC at Page 95 in the Office of the Salt Lake County Recorder; thence North 00°00'20" West 6.00 feet, more or less to the Southeast Corner of Lot 9 of said Watson Subdivision; thence North 89°59'38" West 178.57 feet along the southerly boundary line of said Lot 9 to the easterly right-of-way line of Vaquero Drive; thence North 81°05'37" West 57.59 feet to the westerly right-of-way line of Vaquero Drive; thence along said westerly right-of-way line the following two (2) courses:

(1) Northwesterly 93.44 feet along the arc of a 297.87 foot radius curve to the right (center bears North 72°02'01" East and the chord bears North 08°58'48" West 93.05 feet with a central angle of 17°58'21");

(2) North 00°00'22" East 6.00 feet to the southeast corner of Lot 3 of said Watson Subdivision; thence North 89°59'38" West 103.50 feet along the southerly boundary line of said Lot 3 to the southwest corner of said Lot 3, said point also being the southeast corner of Lot 1 of Greenwood Meadows Subdivision, recorded April 16, 1971 in Book II at Page 98 in the Office of the Salt Lake County Recorder; thence North 89°59'38" West 143.03 feet along the southerly boundary line of said Lot 1 to the easterly right-of-way line of Buena Vista Drive; thence South 86°34'21" West 50.09 feet to the westerly right-of-way line of Buena Vista Drive, said point also being the southeast corner of Lot 15 of said Greenwood Meadows Subdivision; thence North 89°59'38" West 142.97 feet along the southerly boundary line of said Lot 15 to the

## **Exhibit “A”**

### **Boundary Legal Description**

southwest corner of said Lot 15; thence North 00°00'22" East 29.03 feet along the westerly boundary line of said Greenwood

Meadows Subdivision to the southeast corner of Lot 137 of Country Estates No. 5, recorded August 3, 1972 in Book MM at Page 3 in the Office of the Salt Lake

County Recorder (said course also being coincident with the easterly boundary line of said Country Estates No. 5 with a record bearing of North 00°00'59" East); thence West 109.76 feet along the southerly boundary line of said Lot 137 to the southwest corner

of said Lot 137 and the easterly right-of-way line of 910 East Street; thence South 55°09'43" West 60.93 feet to the southeast corner of Lot 136 of said Country

Estates No. 5 and the westerly right-of-way line of 910 East Street; thence West 207.25 feet along the southerly boundary line Lots 136, 135, and 134 of said

Country Estates No. 5 to the northeast corner of Lot 110 of Country Estates No. 2, recorded August 3, 1972 in Book MM at Page 2 in the Office of the Salt Lake

County Recorder; thence South 10°00'00" West 80.99 feet along the westerly boundary of said Lot 110 to the northerly right-of-way line of Gladiator Way; thence along said northerly right-of-way the following three (3) courses:

(1) Southwesterly 54.12 feet along the arc of a 50.00 foot radius curve to the left (center bears South 09°59'40" West and the chord bears South 68°59'14" West 51.51 feet with a central angle of 62°00'52");

(2) Southwesterly 13.62 feet along the arc of a 15.00 foot radius curve to the right (center bears North 52°01'12" West and the chord bears South 63°59'24" West 13.16 feet with a central angle of 52°01'12");

(3) West 105.36 feet to the southeast corner of Lot 107 of said Country Estates No. 2; thence South 01°36'01" West 50.01 feet to the northeast corner of Lot 99 of said Country Estates No. 2; thence South 119.78 feet along the easterly boundary line of said Lot 99; thence along the southerly boundary line of Lots 99, 100, 101, and 102 of said

Country Estates No. 2 the following three (3) courses: (1) North 70°00'00" West 80.45 feet; West 72.49 feet;

(2) North 55°00'00" West 221.83 feet to the southeast corner of Lot 38 of Country Estates No. 1, recorded April 20, 1971 in Book JJ at Page 2 in the Office of the Salt Lake County Recorder; thence West 120.80 feet along the southerly boundary line of said Lot 138 to the easterly right-of-way line of Spartan Drive; thence South 89°24'08" West 50.00 feet to the southeasterly corner of Lot 3 of said Country Estates No. 1 and the westerly right-of-way line of Spartan Drive; thence West 105.00 feet along the southerly boundary line of said Lot 3 to the easterly boundary line of Sandy Village, recorded February 22, 1977 in Book 1977P at Page 55 in the Office of the Salt Lake County Recorder; thence North 30.46 feet along said easterly boundary line to the southeast corner of Lot 4 of said Sandy Village; thence West 100.00 feet along the southerly boundary line of said Lot 4 to the easterly right-of-

way line of Green Way; thence South 41°26'40" West 105.76 feet to the northeast corner of Lot 31 of said Sandy Village and the westerly right-of-way line of Green Way; thence West 485.54 feet along the northerly line of said Sandy Village to the northeast corner of Lot 23 of said Sandy Village and the westerly right-of-way line of Village Way;

## Exhibit "A"

### Boundary Legal Description

thence along said westerly right-of-way line the following two (2) courses: (1) North 00°00'05" West 61.60 feet;

(2) Northeasterly 16.59 feet along the arc of a 71.00 foot radius curve to the right (center bears East and the chord bears North 06°41'33" East 16.55 feet with a central angle of 13°23'06") to the southerly boundary line of Parcel No. 28-05-101-034; thence North 89°59'01" West 131.76 feet along said southerly boundary line to the easterly right-of-way line of 700 East Street, said point being South 00°07'00" West 233.00 feet and South 89°59'01" East 53.00 feet from the Southwest Corner of said Section 32; thence along the easterly right-of-way line the following two (2) courses: (1) North 00°07'00" East 233.00 feet;

(2) North 00°01'45" West 1,320.02 feet to the northerly boundary line of Pebble Heights Subdivision, recorded August 25, 1953 in Book N at Page 61 in the Office of the Salt Lake County Recorder, said point being East 13.00 feet from the northeast corner of Lot 1 of said Pebble Heights Subdivision; thence North 68°51'25" West 113.67 feet to the intersection of the westerly right-of-way line of 700 East Street and the northerly right-of-way line of 8400 South Street; thence South 89°46'35" West 2,563.94 feet, more or less along said northerly right-of-way line to the intersection of said northerly right-of-way line and the easterly right-of-way line of 300 East Street; thence South 58°15'39" West 57.82 feet to the southeast corner of Lot 1 of Snarr Estates, recorded July 12, 1994 in Book 94-7 at Page 207 in the Office of the Salt Lake County Recorder; thence along the southerly and westerly boundary line of said Lot 1 the following two (2) course:

(1) North 87°45'00" West 92.98 feet;

(2) North 09°21'50" East 94.52 feet to the northwest corner of said Lot 1, said point also being on the southerly boundary line of The McDonald Condominiums, recorded April 9, 1981 in Book 81-4 at Page 67 in the Office of the Salt Lake County Recorder; thence North 89°47'39" West 48.67 feet along said southerly boundary line to the northeast corner of Pioneer Acres Subdivision, Phase 3, recorded February 4, 1991 in Book 91-2 at Page 11 in the Office of the Salt Lake County Recorder; thence along the easterly and southerly boundary line of said Pioneer Acres Subdivision, Phase 3, and the southerly boundary line of Pioneer Acres Subdivision, Phase 2, recorded August 24, 1990 in Book 90-8 at Page 98 and the southerly boundary line of Pioneer Acres Subdivision, Phase 1, recorded July 30, 1990 in Book 90-7 at Page 85 both in the Office of the Salt Lake County Recorder;

(1) South 09°21'50" West 361.77 feet;

(2) West 771.50 feet to the southwest corner of Lot 13 of said Pioneer Acres Subdivision, Phase 1; thence North 65.00 feet along the westerly boundary line of said Lot 13 to its northwest corner, said point also being on the southerly boundary line of Lot 403 of Pioneer Acres Subdivision, Phase 4, recorded September 25, 1991 in Book 91-9 at Page 160 in the Office of the Salt Lake County Recorder; thence along said southerly and the westerly boundary line of said Lot 403 the following two (2) courses:

(1) West 40.00 feet;

(2) North 40.00 feet to the southeast corner of Lot 401 of said Pioneer Acres Subdivision, Phase 4; thence West 103.07 feet to the southwest corner of said Lot 401, said point being on the easterly right-

## **Exhibit “A”**

### **Boundary Legal Description**

of-way line of 150 East Street; thence along said easterly right-of-way line the following twelve (12) courses, as defined by said

Pioneer Acres No. 1; said The McDonald Condominium; Colony East Estates, recorded October 20, 1977 in Book 77-10 at Page 323; Ball Subdivision, recorded December 24,

2013 in Book 2013P at Page 267; Angel Street Subdivision

Amended, recorded October 28, 1982 in Book 82-10 at Page 85; and Larson Cove Phase 1, recorded July 18, 2012 in Book 2012P at Page 94 all in the Office of the Salt Lake County Recorder:

(1) North 04°45'29" West 190.46 feet; (2) North 89°50'45" West 18.75 feet;

(3) North 04°46'06" West 376.10 feet; (4) South 89°22'40" East 28.29 feet;

(5) North 05°09'49" West 407.67 feet;

(6) North 89°43'10" East 8.07 feet;

(7) North 06°22'55" West 240.63 feet;

(8) South 81°12'21" West 35.11 feet;

(9) Northwesterly 252.46 feet along the arc of a 4,330.24 foot radius curve to the left (center bears

South 81°37'43" West and the chord bears North 10°02'30" West

252.42 feet with a central angle of 03°20'26");

(10) North 89°36'55" East 34.93 feet;

(11) North 13°24'02" West 238.90 feet;

(12) North 15°16'06" West 208.07 feet; thence West 106.97 feet to the westerly right-of-way line of the Oregon Short Line Railroad, said

point being the southeast corner of Parcel No. 22-31-153-008 and being

South 89°57'28" East 1,278.37 feet and North 15°04'18" West 422.33 feet from the West Quarter Corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along the southerly, westerly, northerly and its extension boundary lines of said Parcel No. 2231-153-008 the following three (3) courses:

(1) West 497.62 feet;

(2) North 20°00'00" West 190.94 feet;

(3) East 570.21 feet to said easterly right-of-way line of 150 East Street; thence

Northwesterly 387.34 feet along the arc of a 4,330.24 foot radius curve to the left (center bears South 69°50'55" West and the chord bears North 22°42'50" West

387.21 feet with a central angle of 05°07'30") along said easterly right-of-way line; thence North 80°49'00" West 80.01 feet to the westerly right-of-way line of the

Oregon Short Line Railroad, said point being the southeast corner of Parcel No. 22-31-153-003; thence along the southerly, westerly, northerly and its extension (said northerly line also being the southerly right-of-way line of 8000 South Street) of said Parcel No. 22-31-153-003 the following three (3) courses:

(1) North 80°49'00" West 221.00 feet;

(2) North 10°06'00" West 267.59 feet;

(3) North 89°51'54" East 180.98 feet to the easterly right-of-way line of the Oregon Short Line Railroad;

## Exhibit “A”

### Boundary Legal Description

thence Northwesterly 8,709.98 feet along said easterly right-of-way line to the northwest corner of Jefferson Place, recorded January 18, 1996 in Book 96-1P at Page 16 in the Office of the Salt Lake County Recorder; thence continuing along said easterly right-of-way line North 00°26'00" East 170.70 feet; thence East 274.49 feet to the westerly boundary line of Parcel No.

21-24-453-014; thence along said westerly and the southerly boundary line of Parcel No.

21-24-453-14 the following two (2) courses:

(1) South 26.54 feet; East 230.00 feet to the westerly right-of-way line of Jefferson Street; thence South 70.00 feet along said westerly right-of-way line; thence South 88°25'34" East 49.52 feet to the easterly right-of-way line of said Jefferson Street, said point also being the northwest corner of Parcel No. 21-24-476-011; thence along the northerly and easterly boundary line of said Parcel No.

21-24-476-11 the following two (2) courses:

(1) East 110.00 feet;

South 68.00 feet to the northerly boundary line of Parcel No. 21-24-476-019; thence East 120.00 feet along said northerly boundary line to the westerly boundary line of Parcel No. 21-24-476-032; thence along said westerly and northerly boundary line of said Parcel No.

21-24-476-32 the following five (5) courses

(1) North 14.27 feet;

(2) East 62.47 feet;

(3) South 4.50 feet;

(4) East 52.12 feet;

(5) North 13.29 feet to the southwest corner of Parcel No. 21-24-476-018; thence along the westerly, northerly, and easterly boundary line of said Parcel No. 21-24-476-18 the following three (3) courses:

(1) North 90.00 feet;

(2) East 99.90 feet;

(3) South 89.50 feet to the northerly boundary line of Wankier Subdivision, recorded

December 4, 2006 in Book 2006P at Page 357 in the Office of the Salt Lake County Recorder; thence East 180.00 feet along said northerly boundary line to the westerly boundary line of Treasure Acres No. 2, recorded June 9, 1966 in Book EE at Page 7 in the Office of the Salt Lake County Recorder; thence North 92.51 feet along said westerly boundary line to the southwest corner of Treasure Acres No. 1, recorded February 16, 1966 in Book DD at Page 79 in the Office of the Salt Lake County Recorder; thence along said southerly boundary line the following five (5) courses:

(1) East 150.00 feet;

(2) North 11.69 feet;

(3) East 657.96 feet;

(4) North 6.69 feet;

East 100.00 feet; thence South 58.00 feet;

thence South 85°59'35" East 184.53 feet to the westerly right-of-way line of State Street; thence South 78°54'45" East 105.92 feet to the easterly right-of-way line of State Street, said point also being the southwest corner of Dalton, recorded November 8, 1951 in Book M at Page 45 in the Office of the Salt Lake County Recorder; thence along said easterly right-of-way line the following three (3) courses: (1) North 04°00'25" East 692.10 feet; East 11.48 feet; North 04°00'25" East 601.57 feet to the southerly right-of-way line of Interstate 215; thence along said southerly right-of-way line the following fifteen (15) courses: (1) North 89°34'00" East 35.87 feet; (2)

## Exhibit “A”

### Boundary Legal Description

Southeasterly 94.01 feet along the arc of a 2,194.86 foot radius curve to the left (center bears North 11°44'55" East and the chord bears South 79°28'42" East 94.00 feet with a central angle of 02°27'15"); (3) South 81°42'59" East 48.10 feet; (4) South 89°54'52" East 262.80 feet; (5) South 85°28'00" East 190.00 feet; (6) South 85°57'00" East 277.37 feet; (7) South 75°59'40" East 37.29 feet; (8) South 82°08'00" East 299.48 feet; (9) South 87°25'37" East 31.37 feet; (10) South 87°18'50" East 67.64 feet; (11) South 81°59'30" East 400.03 feet; (12) South 87°41'00" East 100.04 feet; (13) South 82°30'30" East 120.66 feet; (14) South 80°39'50" East 133.81 feet; (15) South 59°59'33" East 36.00 feet to the northwest corner of Romans Court P.U.D, recorded February 10, 2006 in Book 2006P in Page 33 in the Office of the Salt Lake County Recorder, said point also being on said southerly right-of-way line of Interstate 215 thence along said southerly right-of-way line and the northerly boundary line of said Romans Court P.U.D, the northerly boundary line of Prestige Estates #2, recorded January 4, 1980 in Book 80-1 at Page 3, the northerly boundary line of Centennial Estates No. 2, recorded September 14, 1977 in Book 77-9 at Page 281, and the northerly boundary line of Gardner Pines Subdivision Amended, recorded May 28, 1999 all in the Office of the Salt Lake County Recorder the following nine (9) courses: (1) South 84°09'20" East 321.55 feet; (2) South 82°38'21" East 193.87 feet; (3) South 84°10'31" East 797.67 feet; (4) East 142.19 feet; (5) South 81°56'26" East 161.02 feet; (6) South 89°08'53" East 159.41 feet; (7) **Southeasterly 777.07 feet along the arc of a 5,859.58 foot radius curve to the left (center bears North 08°03'34" East and the chord bears South 85°44'23" East 776.50 feet with a central angle of 07°35'54"); (8) North 88°41'49" East 59.65 feet; (9) South 69°28'57" East 54.82 feet; thence South 42°39'58" East 105.93 feet to the easterly right-of-way line of 700 East Street, said point being on the northerly boundary line of Timebercraft Village Amended, recorded July 3, 2003 in Book 2003P at Page 189 in the Office of the Salt Lake County Recorder; thence along said northerly boundary line the following two (2) courses: (1) North 88°56'50" East 84.52 feet; (2) North 89°22'28" East 158.91 feet; thence South 34°15'32" East 1.43 feet to the northwest corner of Enchanted Village, recorded June 3, 1971 in Book JJ at Page 31 in the Office of the Salt Lake County Recorder; thence the northerly boundary line and its extension the following three (3) courses:** (1) South 87°31'30" East 57.12 feet; (2) South 00°13'10" East 1.00 feet; (3) South 86°58'03" East 1,141.05 feet; thence South 00°10'32" East 213.39 feet to the northeast corner of Lot 2 of said Enchanted Village; thence South 17°00'00" West 96.59 feet along the easterly boundary line of said Lot 2 to the northerly right-of-way line of 6775 South Street; thence along said northerly right-of-way line and its extension the following two courses: (1) Southeasterly 27.63 feet along the arc of a 102.13 foot radius curve to the right (center bears South 17°00'00" West and the chord bears South 65°15'00" East 27.54 feet with a central angle of 15°30'00"); South 57°30'00" East 341.65 feet to the westerly right-of-way line of 900 East Street; thence East 153.15 feet to the northwest corner of The Cottage at 9th Amended and Extended, recorded July 29, 2005 in Book 2005P at Page 232 in the Office of the

## **Exhibit “A”**

### **Boundary Legal Description**

Salt Lake County Recorder; thence along the westerly boundary line of said The Cottage at 9th Amended and Extended the following five (5) courses:

- (1) South 60.64 feet;
- (2) East 22.45 feet;
- (3) South 94.95 feet;

(4) South  $44^{\circ}53'06''$  West 18.12 feet; (5) South 14.00 feet; thence West 162.39 feet to the easterly right-of-way line of 900 East Street; thence South  $48^{\circ}46'31''$  East 442.93 feet; thence South  $30^{\circ}00'00''$  East 805.06 feet to a northerly corner of Essex Court Phase 1, recorded May 3, 1979 in Book 79-5 at Page 173 in the Office of the Salt Lake County Recorder; thence along the westerly boundary line of said Essex Court Phase 1, the westerly boundary line of Essex Court Phase 2, recorded May 24, 1979 in Book 79-5 at Page 210, and the westerly boundary line of Essex Court Phase 3, recorded July 25, 1980 in Book 80-7 at Page 108, both in the Office of the Salt Lake County Recorder the following four (4) courses:

- (1) East 21.89 feet;
- (2) South  $18^{\circ}00'00''$  East 130.47 feet; (3) South  $33^{\circ}00'00''$  East 169.22 feet;
- (4) South  $18^{\circ}00'00''$  East 110.00 feet; thence South  $89^{\circ}59'46''$  East 82.30 feet; thence South  $06^{\circ}04'01''$  West 50.00 feet to the northerly right-of-way line of Fort Union

Boulevard; thence South  $51^{\circ}21'20''$  West 168.93 feet along said northerly right-of-way line; thence South  $49^{\circ}42'50''$  East 121.00 feet to the southerly right-of-way line of Fort Union Boulevard, said point being the northwest corner of Lot 7 of Fort Union Commercial Subdivision, recorded September 1, 2020 in Book 2020P at Page 215 in the Office of the Salt Lake County Recorder; thence along the southwesterly and southeasterly boundary line of said Lot 2 the following two (2) courses:

- (1) South  $37^{\circ}43'20''$  East 22.95 feet;
- (2) North  $51^{\circ}24'56''$  East 68.39 feet to the northeasterly corner of Lot 5 of said Fort Union Commercial Subdivision; thence South  $16^{\circ}19'44''$  East 174.87 feet along the easterly boundary line of said Lot 5 to the northwest corner of Lot 6 of said Fort Union Subdivision; thence along the northerly, easterly, and southerly boundary line of said Lot 6 and the southerly boundary line of said Lot 5 the following three (3) courses:

- (1) North  $73^{\circ}32'39''$  East 107.00 feet;
- (2) South  $16^{\circ}27'58''$  East 118.64 feet;
- (3) South  $73^{\circ}32'39''$  West 194.00 feet to the northeast corner of Lot 3 of said Fort Union Commercial Subdivision; thence along the easterly boundary line of said Lot 3 the following two (2) courses:

- (1) South  $20^{\circ}48'53''$  East 75.95 feet;
- (2) South  $16^{\circ}43'19''$  East 239.49 feet to the southeast corner of said Lot 3; thence South  $71^{\circ}43'44''$  East 343.28 feet to the westerly boundary line of Fort

## Exhibit “A”

### Boundary Legal Description

Union Commercial, Lot 15 Amended, recorded August 30, 2021 in Book 2021P at Page 217 in the Office of the Salt Lake County Recorder; thence South 18°16'16" West 221.66 feet along said westerly boundary line to an interior lot corner of Lot 24 of said Fort Union Commercial, Lot 15 Amended; thence South 71°46'53" East 1,005.62 feet; thence South 58°01'52" East 112.22 feet to the easterly boundary line of said Fort Union Commercial Subdivision, said point being coincident with the westerly right-of-way line of 1300 East Street; thence along said westerly right-of-way line the following three (3) courses: (1) South 31°58'08" West 379.00 feet; (2) South 25°53'07" West 70.14 feet; (3) South 31°47'55" West 158.30 feet; thence South 33°28'43" East 146.62 feet to the southerly right-of-way line of Creek Road; thence along said southerly right-of-way line the following four (4) courses: (1) South 72°02'22" East 43.33 feet; (2) Southeasterly 82.73 feet along the arc of a 529.75 foot radius curve to the right (center bears South 17°57'38" West and the chord bears South 67°33'56" East 82.65 feet with a central angle of 08°56'52"); (3) North 17°57'38" East 12.72 feet; (4) Southeasterly 122.13 feet along the arc of a 541.75 foot radius curve to the right (center bears South 26°49'40" West and the chord bears South 56°42'50" East 121.87 feet with a central angle of 12°54'59") to the extension of the westerly boundary line of Second Extended Plat of the Amended and Restated Condominium Plat of Creek Road Office Condominiums, recorded September 28, 20004 in Book 2004P at Page 282 in the Office of the Salt Lake County Recorder; thence along its extension, the westerly and the northerly boundary line of said Creek Road Office Condominiums the following four (4) courses:

- (1) South 19°38'32" West 193.61 feet;
- (2) North 71°13'30" West 197.54 feet;
- (3) North 18°46'30" East 24.22 feet;
- (4) North 71°13'30" West 101.16 feet to the easterly right-of-way line of Union Park Avenue; thence along the westerly said Creek Road Office Condominiums, said line being coincident with said easterly line of Union Park Avenue, the following two (2) courses:
  - (1) Southwesterly 161.26 feet along the arc of a 2,030.48 foot radius curve to the left (center bears South 65°49'55" East and the chord bears South 21°53'35" West 161.21 feet with a central angle of 04°33'01"); Southwesterly 33.44 feet along the arc of a 1,001.69 foot radius curve to the left (center bears South 70°22'55" East and the chord bears South 18°39'42" West 33.43 feet with a central angle of 01°54'45"); thence South 88°20'28" West 110.58 feet to the westerly right-of-way line of Union Park Avenue and the southeast corner of South Union Business Park Phase 2, an expandable Office Condominium Project, recorded March 6, 2000 in Book 2000P at Page 62 in the Office of the Salt Lake County Recorder; thence along the southerly boundary of said South Union Business Park Phase 2 the following three (3) courses:
    - (1) North 88°21'00" West 57.34 feet; (2) North 73°21'41" West 65.96 feet;
    - (2) North 71°08'23" West 269.69 feet to the northwest corner of Boggess meadows Estates No. 1, recorded August 16, 1983 in Book 83-8 at Page 100 in the Office of the Salt Lake County Recorder; thence South 16°47'00" West 204.38 feet along the westerly boundary of said Boggess Meadows Estates No. 1 to the northerly right-of-way line of Chapel Hill Drive, as depicted on its road dedication plat recorded May 9, 1972 in Book LL at Page 41 in the Office of the Salt Lake County Recorder; thence along said northerly right-of-way line the following four (4) courses: (1) North 64°04'20" West 204.16 feet; (2) Northwesternly 118.61 feet along the arc of a 175.00 foot radius

## Exhibit “A”

### Boundary Legal Description

curve to the left (center bears South 25°55'40" West and the chord bears North 83°29'20" West 116.35 feet with a central angle of 38°50'00"); (3) South 77°05'40" West 103.14 feet; (4) Southwesterly 166.41 feet along the arc of a 735.00 foot radius curve to the right (center bears North 12°54'20" West and the chord bears South 83°34'50" West 166.05 feet with a central angle of 12°58'20") to the easterly right-of-way line of 1000 East Street; thence North 00°04'01" East 226.57 feet along said easterly right-of-way line; thence South 72°28'44" West 69.24 feet to the westerly right-of-way line of 1000 East Street and the northeast corner of Montrose Village Phase 1, recorded March 31, 2005 in Book 2005P at Page 89 in the Office of the Salt Lake County Recorder; thence West 433.96 feet along the northerly boundary of said Montrose Village Phase 1 and the northerly boundary line of Montrose Village Phase II, recorded May 25, 2006 in Book 2006P at Page 145 in the Office of the Salt Lake County Recorder; thence along the westerly and southerly boundary line of said Montrose Village Phase II and the southerly boundary line of said Montrose Village Phase 1 the following two (2) courses: (1) South 189.37 feet; East 433.74 feet to the westerly right-of-way line of 1000 East Street; thence South 00°04'01" West 949.50 feet along said westerly right-of-way line; thence South 48°21'36" East 88.22 feet to the easterly right-of-way line of said 1000 East Street, said point being on the northerly boundary line of Parcel No. 22-29-403-001; thence along said northerly and the easterly boundary line of said Parcel No. 22-29-403-001 the following two (2) courses:

(1) North 89°43'37" East 104.50 feet; South 00°04'01" West 159.06 feet to the southerly right-of-way line of Mecham Lane; thence East 10.32 feet along said southerly right-of-way line to the northwest corner of Perry- Mecham Place, recorded July 16, 2004 in Book 2004P at Page 184 in the Office of the Salt Lake County Recorder; thence South 158.40 feet along the westerly boundary line of said Perry-Mecham Place; thence East 51.99 feet to the northwest corner of Midvale Terrace Subdivision, recorded August 27, 1957 in Book R at Page 98 in the Office of the Salt Lake County Recorder; thence South 00°04'00" West 330.00 feet along the westerly boundary line and its extension to the north boundary line of Ponderosa Estates Phase 2, recorded August 2, 1972 in Book LL at Page 99 in the Office of the Salt Lake County Recorder; thence along said northerly and the easterly boundary line of said Ponderosa Estates Phase 2 the following four (4) courses: East 328.00 feet; (2) South 00°04'01" West 165.00 feet; East 189.00 feet; South 00°04'01" West 166.00 feet to the northerly right-of-way line of 7700 South Street; thence East 95.97 feet along said northerly right-of-way line to the northeast corner of Lot 16 of Ponderosa Estates Phase 1, recorded March 21, 1972 in Book LL at Page 6 in the Office of the Salt Lake County Recorder; thence South 107.00 feet along the westerly boundary line of said Lot 16 to its southeast corner; thence West 37.50 feet along the southerly boundary line of said Lot 16 to the northwest corner of Lot 18 of said Ponderosa Estates Phase 1; thence along the westerly and southerly boundary line and its extension of said Ponderosa Estates Phase 1 the following six (6) courses:

(1) South 349.60 feet;

(2) North 89°40'30" East 275.00 feet;

(3) South 69°52'40" East 108.45 feet;

(4) Southwesterly 14.43 feet along the arc of a 167.20 foot radius curve to the right (center bears North 69°52'40" West and the chord bears South 22°35'40" West 14.43 feet with a central angle of 04°56'41");

(5) Southwesterly 94.77 feet along the arc of a 217.20 foot radius curve to the left (center bears

## **Exhibit “A”**

### **Boundary Legal Description**

South 64°55'59" East and the chord bears South 12°34'01" West 94.02 feet with a central angle of 25°00'00");

(6) South 00°04'01" West 136.17 feet to the southerly right-of-way line of 7800 South Street; thence North 89°40'30" East 293.93 feet along said southerly right-of-way line to the westerly right-of-way line of High Point Parkway; thence along said westerly right-of-way the following three (3) courses: (1) South 00°19'30" East 94.75 feet; Southeasterly 182.62 feet along the arc of a 317.08 foot radius curve to the left (center bears North 89°40'30" East and the chord bears South 16°49'30" East 180.11 feet with a central angle of 33°00'00"); South 33°19'30" East 169.53 feet to the northeast corner of High Point Subdivision Phase 5, recorded October 8, 1991 in Book 91-10 at Page 169 in the Office of the Salt Lake County Recorder; thence along the northerly and westerly boundary line of said High Point Subdivision Phase 5 the following three (3) courses:

(1) South 56°40'30" West 120.04 feet; South 89°40'30" West 117.85 feet; South 00°10'01" West 145.13 feet to the northwest corner of Lot 502 of said High Point Subdivision Phase 5; thence South 89°49'59" East 105.00 feet along said northerly boundary line to the westerly right-of-way line of Twelve Pines Drive; thence along said westerly right-of-way line the following two (2) courses: (1) South 00°10'01" West 347.81 feet; (2) Southwesterly 18.17 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°49'59" West and the chord bears South 34°52'29" West 17.08 feet with a central angle of 69°24'57") to the northerly right-of-way line of Lodgepole Drive; thence Southwesterly 117.51 feet along the arc of a 360.00 foot radius curve to the left (center bears South 20°25'02" East and the chord bears South 60°13'54" West 116.99 feet with a central angle of 18°42'08") along said northerly right-of-way line; thence South 08°58'35" East 69.84 feet to the northeast corner of Lot 217 of High Point Subdivision Phase 2, recorded May 15, 1991 in Book 91-5 at Page 59 in the Office of the Salt Lake County Recorder; thence along the easterly and southerly boundary line and its extension of said High Point Subdivision Phase 2 the following two (2) courses: South 00°10'01" West 819.65 feet; West 49.51 feet to the northeast corner of Highpoint South Subdivision, recorded December 22, 1993 in Book 1993P at Page 340 in the Office of the Salt Lake County Recorder; thence along the easterly boundary line of said Highpoint South Subdivision the following three (3) courses: (1) South 04°44'50" East 387.31 feet; (2) West 13.66 feet; South 250.84 feet to the northeast corner of Enchanted Meadows, recorded March 26, 1976 in Book 76-3 at Page 63 in the Office of the Salt Lake County Recorder; thence South 1,222.66 feet along the easterly boundary of said Enchanted Meadows; thence South 00°46'05" East 100.09 feet to the northeast corner of said Harvard Park No. 2 Subdivision; thence along the easterly boundary line the following three (3) courses: (1) South 00°10'10" West 983.61 feet; (2) North 89°59'10" West 285.32 feet; (3) South 00°10'10" West 313.00 feet to the point of beginning, Contains 110,246,393 Square Feet or 2,503.91 Acres, more or less

**Exhibit “B”**  
**Summary of All Parcels and All Owners Affected by Proposed**  
**Boundary Adjustment**

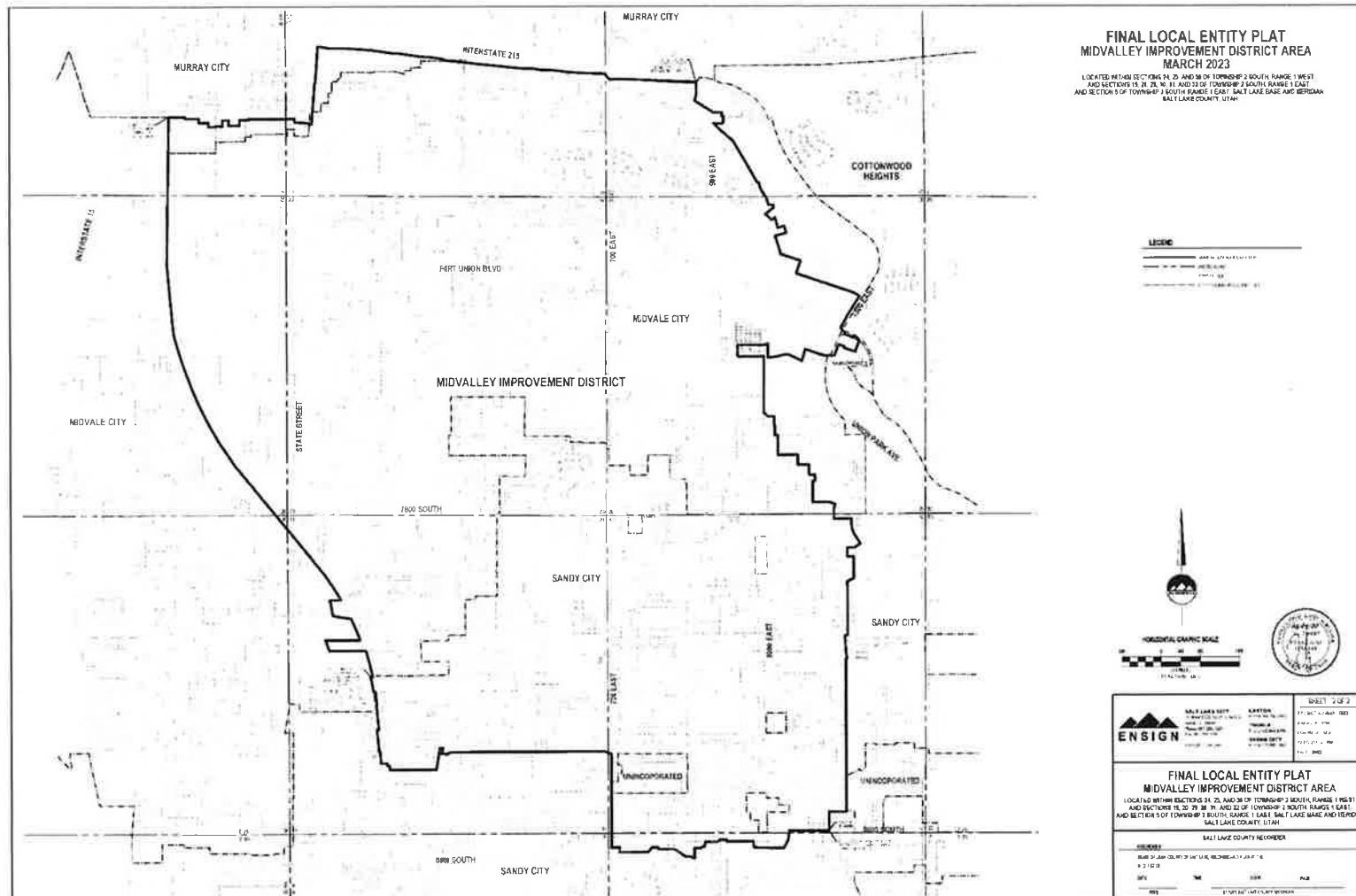
Name	Address	Parcel No.	Sewer Service Affected	Cost Current Sewer Fees	Cost-New Sewer Fees	Change Property Tax - Y/N?	Difference Property Tax 2022	Midvalley 2022 Year Tax	Other Entities Yearly Tax
Owner's name per county records	Per county records	Per county records	Entity to Entity	Monthly Sewer Fee	Monthly Sewer Fee	Yes or No	Increase (Decrease)	MID Tax Rate .000448	SSID 2022 Tax Rate .000448
<b>Sandy Suburban (SSID)</b>									
SORNVIXAY, SOUANE	161 HANDCART WAY	22313820010000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 106.40	\$ 106.40
COX, CHRISTOPHER B; JT	162 HANDCART WAY	22313760520000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 102.48	\$ 102.48
RICHARD, SHANE	169 HANDCART WAY	22313820020000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 86.91	\$ 86.91
RIDDICK, FOSTER	172 HANDCART WAY	22313760540000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 87.45	\$ 87.45
STEPHENS, TYLER	177 HANDCART WAY	22313820030000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 111.40	\$ 111.40
SHAFER, JOHN	185 HANDCART WAY	22313820040000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 115.56	\$ 115.56
CHRISTENSEN, WILLIAM L	186 HANDCART WAY	22313760320000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 66.13	\$ 66.13
AARON, STEVE	188 HANDCART WAY	22313760330000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 140.79	\$ 140.79
KAVILA, BENJAMIN K	192 HANDCART WAY	22313760340000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 103.39	\$ 103.39
RINDLESBACH, MARK	196 HANDCART WAY	22313760350000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 112.04	\$ 112.04
MITCHELL, ALLISON A	202 HANDCART WAY	22313760370000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 107.50	\$ 107.50
PICKLESIMER, MICHAEL	206 HANDCART WAY	22313760360000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 106.57	\$ 106.57
ROCKNE, DEVIN R	242 HANDCART WAY	22313760440000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 107.11	\$ 107.11
ORME, STEVEN R	8401 HANDCART WAY	22313820160000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 106.40	\$ 106.40
BOSWORTH, AMBER F	8407 HANDCART WAY	22313820170000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 112.26	\$ 112.26
UNO, MARK	8408 HANDCART WAY	22313760490000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 108.24	\$ 108.24
CHIDAMBARAM, NACHIAPPAN	8410 HANDCART CIR	22313760400000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 130.07	\$ 130.07
PETRUZZI, CRAIG J	8413 HANDCART CIR	22313760450000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 110.54	\$ 110.54
PAMELA G DEGRAFFENREID TR	8414 HANDCART CIR	22313760410000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 101.62	\$ 101.62
HARRINGTON, CLYDE A	8417 HANDCART WAY	22313820180000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 103.66	\$ 103.66
JANICE EVANS LIV TR	8418 HANDCART WAY	22313760500000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 107.09	\$ 107.09
WALSER, ROBERT D	8419 HANDCART CIR	22313760460000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 108.00	\$ 108.00
SOHRAB RIAHI-DEHKORDI	8420 HANDCART CIR	22313760420000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 118.52	\$ 118.52
OBRIEN, MELISSA	8426 HANDCART CIR	22313760430000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 105.73	\$ 105.73
DEBBIE L PERRY	8427 HANDCART WAY	22313820190000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 114.55	\$ 114.55
HOOPES, JACOB	8428 HANDCART WAY	22313760510000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 120.14	\$ 102.14
DENSLEY, JEFFREY P	732 E 8620 S	28051050010000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 117.02	\$ 117.02
DENSLEY, JEFF	734 E 8620 S	28051050020000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 117.88	\$ 117.88
NELSON, BRANDON	738 E 8620 S	28051050030000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 118.47	\$ 118.47
ANGELL, MICKIE	742 E 8620 S	28051050040000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 117.36	\$ 117.36
MARX, RICHARD	748 E 8620 S	28051050050000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 112.78	\$ 112.78
SIMMONS, JEFFREY	752 E 8620 S	28051050060000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 112.90	\$ 112.90
BARBER, KEITH	756 E 8620 S	28051050070000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 120.66	\$ 120.66
MATHIS, ROBERT A	760 E 8620 S	28051050080000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 121.70	\$ 121.70
MALONEY MANAGEMENT, LLC	764 E 8620 S	28051050090000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 129.06	\$ 129.06
DANIELS, SYLVIA	766 E 8620 S	28051050100000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 116.42	\$ 116.42
LINDHOLM, STEVEN K	842 GLADIATOR WAY	28051260080000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 109.25	\$ 109.25

**Exhibit “B”**  
**Summary of All Parcels and All Owners Affected by Proposed**  
**Boundary Adjustment**

SACKETT, NATHAN	848 GLADIATOR WAY	28051260090000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 116.72	\$ 116.72
ENQUIST, JOHN P	854 GLADIATOR WAY	28051260100000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 110.58	\$ 110.58
PETERSON, BARBARA	1054 E 8600 S	28052020010000	SSID to MID	No Change	No Change	Yes	\$ -	\$ 110.49	\$ 110.49
WILSON, ARNOLD	8631 BUENA VISTA DR	28051290020000	<b>MID to SSID</b>	\$ 27.90	\$ 15.04	Yes	\$ -	\$ 125.32	\$ 125.32
BALL, R WAYNE	8634 BUENA VISTA DR	28051280220000	<b>MID to SSID</b>	\$ 27.90	\$ 15.04	Yes	\$ -	\$ 130.52	\$ 130.52
<b>Name</b>	<b>Address</b>	<b>Parcel No.</b>	<b>Sewer Service Affected</b>	<b>Cost Current Sewer Fees</b>	<b>Cost New Sewer Fees Y/N?</b>	<b>Change in Property Tax 2022</b>	<b>Difference in Property Tax 2022</b>	<b>Midvalley 2022 Year Tax</b>	<b>Other Entries Yearly Tax</b>
<i>Owner's name per county records</i>	<i>Per county records</i>	<i>Per county records</i>	<i>Entity to Entity</i>	<i>Monthly Sewer Fee</i>	<i>Monthly Sewer Fee</i>	<i>Yes or No</i>	<i>Increase (Decrease)</i>	<i>MID Tax Rate .000448</i>	
<b>Midvale City</b>									<b>No sewer Tax</b>
DIEHL CONCEPT PROPERTIES LC	8120 S 150 E	223115300700	Midvale to MID	No Change	\$ -	Yes	\$ -	\$ 765.90	\$ -
T HOLDINGS LLC	88 E 8000 S	223115300300	Midvale to MID	No Change	\$ -	Yes	\$ -	\$ 663.57	\$ -
<b>Cottonwood Improvement District (CID)</b>								<b>Cottonwood 2022 Tax Rate .000119</b>	
FT UNION SHOPPING CENTER LLC	1006-1008 FT UNION BLVD	22291290164001	CID to MID	No Change	\$ -	Yes	\$ 217.83	\$ 296.62	\$ 78.79
FORT UNION SHOPPING CENTER C/O STEVEN USDAN	1070 FT UNION BLVD	22292010280000	CID to MID	No Change	\$ -	Yes	\$ 957.68	\$ 1,304.08	\$ 346.40
CSK PROVO, LLC C/O CHRISTOPHER KIM	1072 E FT UNION BLVD	22292010300000	CID to MID	No Change	\$ -	Yes	\$ 1,002.99	\$ 1,365.77	\$ 362.78
HUSKEY,STEPHANIE	1090 E 7700 S	22294530330000	CID to MID	No Change	\$ -	Yes	\$ (117.41)	\$ 124.62	\$ 242.03
HORTON, DENNIS N	6741 S ENCHANTED DR	22203030150000	CID to MID	No Change	\$ -	Yes	\$ 82.80	\$ 112.75	\$ 29.95
RYAN, AMBER	6749 S ENCHANTED DR	22203030160000	CID to MID	No Change	\$ -	Yes	\$ 87.68	\$ 119.40	\$ 31.72
HERNANDEZ GARCIA, ARTURO N	6757 S ENCHANTED DR	22203030170000	CID to MID	No Change	\$ -	Yes	\$ 79.91	\$ 108.81	\$ 28.90
HADZIALJAGIC, FAIK	6764 S ENCHANTED DR	22203050250000	CID to MID	No Change	\$ -	Yes	\$ 90.65	\$ 123.44	\$ 32.79
GRANITE DISTRICT CREDIT UNION	6799 S 900 E	22203760590000	CID to MID	No Change	\$ -	Yes	\$ 552.55	\$ 752.41	\$ 199.86
UMA FINANCIAL SERVICES, INC									
UTAH MEDICAL	6820 S 900 E	22203060654002	CID to MID	No Change	\$ -	Yes	\$ 112.25	\$ 152.85	\$ 40.60
CURTIS L KEITH FAMILY TRUST	837 ENCHANTED DR	22203030120000	CID to MID	No Change	\$ -	Yes	\$ 64.72	\$ 88.13	\$ 23.41
SHAHREBANI, MONA	842 ENCHANTED DR	22203050110000	CID to MID	No Change	\$ -	Yes	\$ 85.00	\$ 115.75	\$ 30.75
KARIMZADA, NAJIBULLAH	845 ENCHANTED DR	22203030130000	CID to MID	No Change	\$ -	Yes	\$ 76.42	\$ 104.07	\$ 27.65
LYNCH, MICHAEL T	851 ENCHANTED DR	22203030140000	CID to MID	No Change	\$ -	Yes	\$ 78.94	\$ 107.50	\$ 28.56
PANG, JUN	852 ENCHANTED DR	22203050120000	CID to MID	No Change	\$ -	Yes	\$ 74.04	\$ 100.82	\$ 26.78
FOLKERSEN, ROD	869 E BOURDEAUX DR	22203030180000	CID to MID	No Change	\$ -	Yes	\$ 79.83	\$ 108.71	\$ 28.88
<b>Murray City</b>								<b>No City Sewer Tax</b>	
MOUNTAIN VIEW BUISNESS CNTR	756 E WINCHESTER ST	22203020240000	MID To Murray	No Change	\$ -	Yes	\$ (6,457.96)	\$ 6,457.96	\$ -
AGNOM ASSOCIATES LLC	6525 S STATE ST	22193020350000	Murray To MID	No Change	\$ -	Yes	\$ -	\$ 6,783.71	\$ -

## Exhibit “C”

### Final Local Entity Plat



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MURRAY CITY MUNICIPAL COUNCIL GIVING NOTICE OF INTENT TO ADJUST SPECIFIED PORTIONS OF ITS WASTEWATER SERVICE BOUNDARIES IT HAS IN COMMON WITH THE MIDVALLEY IMPROVEMENT DISTRICT.

RECITALS

WHEREAS, Murray City Corporation (“City”) provides municipal wastewater services to areas within the boundaries of the City; and

WHEREAS, City shares boundaries with other service districts providing similar services within and near City boundaries, including Midvalley Improvement District (“Midvalley”); and

WHEREAS, Midvalley is a special district organized under the provisions of Utah law to provide wastewater collection services within the boundaries of its district; and

WHEREAS, Midvalley’s legal boundaries were created in 1947 and have not been adjusted since that time; and

WHEREAS, Midvalley has recently completed an analysis of parcels of real property abutting the boundaries of Midvalley, the City and other agencies; and

WHEREAS, as a result of that analysis the City and Midvalley have concluded that there are parcels serviced by the City which should be serviced by Midvalley, and that there are parcels serviced by Midvalley which should be serviced by the City; and

WHEREAS, City has determined that its best interest will be served by adjusting its wastewater service boundaries at specified locations abutting Midvalley’s boundaries in order to accurately identify parcels that receive or do not receive City or Midvalley’s services. **The municipal boundaries of Murray City will not change;** and

WHEREAS, the “affected area” of the proposed service area boundary adjustment are identified and reflected in the attached Exhibit “A”, which is incorporated by reference herein;

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

1. It hereby gives notice of its intent to adjust its common service area boundary with Midvalley Improvement District as identified and described with more particularity on the attached Exhibit “A.”

2. That this Resolution is adopted for the purpose of fulfilling and complying with the requirements of Utah Code Ann. §17B-1-417(3)(a) to initiate the statutory procedure for adjusting the common service area boundary.
3. That the Murray City Municipal Council shall hold a public hearing on the proposed boundary adjustment at 6:30 p.m. on December 6, 2023 at 10 East 4800 South, Murray, Utah, which date is no less than 60 days after the adoption of this Resolution.
4. That, after it has held the public hearing, the Murray City Council may adopt a resolution adjusting the common service area boundary unless, at or before the public hearing, the requisite number of written protests to the service area boundary adjustment have been filed with the City as provided by law, and may take other steps necessary to complete the service area boundary adjustment.
5. That, if the requisite number of protests are filed, the service area boundary adjustment shall be abandoned.
6. It hereby directs that:
  - a. public notice shall be given as required by law; and
  - b. all such other actions as may be required by law and as may be further reasonable and necessary to effectuate the adjustment of its boundaries with Midvalley Improvement District as set forth herein and as shown on the Exhibits.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

MURRAY CITY MUNICIPAL COUNCIL

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Gary Hrechkosy, Chair

ATTEST:

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Brooke Smith, City Recorder

\_\_\_\_\_, 2023

## NOTICE OF PUBLIC HEARING

Service Address: XXXXXXXXXXXXXXXXX

Dear Property Owner:

This Notice is sent to you regarding a proposed boundary adjustment between Murray City (the "City") and Midvalley Improvement District (the "District"). The original legal boundaries of the District were created in 1947, and have not been adjusted since that time. The effect of the proposed boundary adjustment is to remove from the District's boundaries any property north of I-215. The Murray City Municipal Council has adopted a resolution indicating its intent to adjust the boundaries as proposed.

Your property has been identified as being within the affected area of the adjustment. The proposed boundary adjustment will have no financial or service impact on your property. You will continue to receive sanitary sewer service from the City.

The law requires that we give you notice of a hearing on the proposed boundary adjustment. **The Murray City Municipal Council will hold a public hearing on the proposed boundary adjustment at 6:30 p.m. on December 6th, 2023, at 10 East 4800 South, Murray, Utah.** The public is invited to attend the hearing and provide comments on the proposed Boundary change.

The City Council may approve the adjustment of the boundaries unless, at or before the public hearing, written protests to the adjustment are filed with the City by:

- The owners of private real property that:
  - o is located within the affected area;
  - o covers at least 50% of the total private land area within the affected area; and
  - o is equal in assessed value to at least 50% of the assessed value of all private real property within the affected area; or
- Registered voters residing within the affected area equal in number to at least 50% of the votes cast in the affected area for the office of governor at the last regular general election before the filing of the protests.

For more information about the proposed boundary change, please contact the City's Public Works Department at (801) 270-2440.

\_\_\_\_\_, 2023

## NOTICE OF PUBLIC HEARING

Service Address: XXXXXXXXXXXXXXXX

Dear Property Owner:

This Notice is sent to you regarding a proposed boundary adjustment between Murray City (the "City") and Midvalley Improvement District (the "District"). The original legal boundaries of the District were created in 1947, and have not been adjusted since that time. The effect of the proposed boundary adjustment is to remove from the District's boundaries any property north of I-215. The Murray City Municipal Council has adopted a resolution indicating its intent to adjust the boundaries as proposed.

Your property has been identified as being within the affected area of the adjustment. The proposed boundary adjustment will have no service impact on your property. You will continue to receive sanitary sewer service from Murray City. There will be a financial impact on your property: the District's property tax assessment will be eliminated.

The law requires that we give you notice of a public hearing on the proposed boundary adjustment. **The Murray City Municipal Council will hold a public hearing on the proposed boundary adjustment at 6:30 p.m. on December 6th, 2023, at 10 East 4800 South, Murray Utah.** The public is invited to attend the hearing and provide comments on the proposed Boundary change.

The City Council may approve the adjustment of the boundaries unless, at or before the public hearing, written protests to the adjustment are filed with the City by:

- The owners of private real property that:
  - o is located within the affected area;
  - o covers at least 50% of the total private land area within the affected area; and
  - o is equal in assessed value to at least 50% of the assessed value of all private real property within the affected area; or
- Registered voters residing within the affected area equal in number to at least 50% of the votes cast in the affected area for the office of governor at the last regular general election before the filing of the protests.

For more information about the proposed boundary change, please contact the City's Public Works office at (801) 270-2440.

# Murray City Corporation

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 6<sup>th</sup> day of December 2023, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Center, 10 East 4800 South, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing on a proposed adjustment of a common boundary with the Midvalley Improvement District.

The purpose of this hearing is to receive public comment concerning the proposed boundary adjustment as described above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

MURRAY CITY CORPORATION

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Brooke Smith  
City Recorder

DATE OF PUBLICATION: \_\_\_\_\_, 2023

Posted on City Website – UCA §63G-30-102(1)(b)

Posted on the Utah Public Notice Website – UCA §63G-30-102(1)(a)

Posted in a public location – UCA §63G-30-102(1)(c)(v)

Mailed specific public hearing notices to property owners – UCA §17B-1-417 (3)(a)(iii)

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MURRAY CITY MUNICIPAL COUNCIL APPROVING AN ADJUSTMENT TO THE WASTEWATER SERVICE BOUNDARIES IT HAS IN COMMON WITH MIDVALLEY IMPROVEMENT DISTRICT.

RECITALS

WHEREAS, Midvalley Improvement District (“Midvalley”) provides public sanitary sewer collection and conveyance services to an area in Salt Lake County; and

WHEREAS, Murray City Corporation (“City”) provides municipal public sanitary sewer services to an area in Salt Lake County adjacent to Midvalley, primarily within Murray City; and

WHEREAS, City shares a common service area boundary with Midvalley; and

WHEREAS, Midvalley’s legal boundaries were created in 1947 and have not been adjusted since that time; and

WHEREAS, Midvalley has recently completed an analysis of parcels of real property abutting the boundaries of Midvalley, the City and other agencies; and

WHEREAS, as a result of that analysis the City and Midvalley have concluded that there are parcels serviced by the City which should be serviced by Midvalley, and that there are parcels serviced by Midvalley which should be serviced by the City; and

WHEREAS, the affected area is described in the attached Exhibit “A” (the “affected area”); and

WHEREAS, having considered the matter, the Murray City Municipal Council has concluded that it is in the best interest of the City, the property owners and residents in the affected area for Midvalley and the City to adjust their common service area boundaries such that certain areas will be moved into the Midvalley service area and certain areas will be moved into the Murray City service area, in accordance with the requirements of Utah Code Ann. §§ 17B-1-503; 17B-1-417. **The municipal boundaries of Murray City will not change.**

WHEREAS, a resolution of Murray City (Resolution \_\_\_\_\_) declaring an intent to adjust the common service area boundary with Midvalley was adopted by the Murray City Municipal Council; and

WHEREAS, after having provided public notice as required by law, the Murray City Municipal Council has held public hearings on the proposed service area boundary adjustment; and

WHEREAS, sufficient protests to prevent the service area boundary adjustment from moving forward have not been filed by owners of private land within the affected area or by registered voters residing within the affected area; and

WHEREAS, all statutory requirements for the adoption of this resolution have been satisfied; and

WHEREAS, the Murray City Municipal Council, after having considered any comments made at its public hearing and the reasons for the proposed service area boundary adjustment, deem it to be in the best interests of the City, the property owners and residents in the affected area, for its common service area boundary with Midvalley to be adjusted as indicated on Exhibit A.

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

1. That this resolution is adopted for the purpose of fulfilling and complying with the requirements of Utah Code Ann. § 17B-1-417 relating to adjusting the common service area boundary of Murray City and Midvalley Improvement District.
2. That it has determined and hereby does determine the proposed service area boundary adjustment to be equitable and necessary under the circumstances, and notes that **the municipal boundaries of Murray City will not change by this action.**
3. That the proposed service area boundary adjustment, as described and depicted in the attached Exhibit A, which is incorporated by reference as part of this Resolution, is hereby approved, with the service area boundary adjustment to be effective upon the Lieutenant Governor's issuance of a certificate of boundary adjustment under Utah Code Ann. §§ 17B-1-417(7) and 67-1a-6.5.
4. That the Mayor and City Recorder, in coordination with the Chair of the Midvalley Improvement District Board of Trustees, is instructed, within thirty days after the adoption of this resolution, to file with the Lieutenant Governor a copy of the notice of impending service area boundary adjustment and a copy of an approved final local entity plat.
5. That, after the Lieutenant Governor has issued the certificate of boundary adjustment to the City, the Mayor and City Recorder, in coordination with the Chair of the Midvalley Improvement District Board of Trustees or Midvalley's General Manager, is instructed to submit to the Salt Lake County Recorder for recordation the following documents: the original notice of impending boundary action; the certificate of boundary adjustment issued by the Lieutenant Governor; an approved final local entity plat; and a certified copy of this Resolution.

6. That this Resolution shall take effect upon its approval and adoption, but the service area boundary adjustment shall not be complete until the Lieutenant Governor issues a certificate of boundary adjustment as provided above.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

MURRAY CITY MUNICIPAL COUNCIL

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Gary Hrechkosy, Chair

ATTEST:

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Brooke Smith, City Recorder

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MURRAY CITY MUNICIPAL COUNCIL ACCEPTING THE PLAT DEPICTING THE ADJUSTMENT TO THE WASTEWATER SERVICE BOUNDARIES THE CITY HAS IN COMMON WITH MIDVALLEY IMPROVEMENT DISTRICT.

RECITALS

WHEREAS, Midvalley Improvement District (“Midvalley”) provides public sanitary sewer collection and conveyance services to an area in Salt Lake County; and

WHEREAS, Murray City Corporation (“City”) provides municipal public sanitary sewer services to an area in Salt Lake County adjacent to Midvalley, primarily within Murray City; and

WHEREAS, City shares a common service area boundary with Midvalley; and

WHEREAS, Midvalley has recently completed an analysis of parcels of real property abutting the boundaries of Midvalley, the City and other agencies; and

WHEREAS, as a result of that analysis the City and Midvalley have concluded that there are parcels serviced by the City which should be serviced by Midvalley, and that there are parcels serviced by Midvalley which should be serviced by the City; and

WHEREAS, the Murray City Council, pursuant to state law, held a public hearing to consider a resolution approving the boundary adjustment; and

WHEREAS, after having considered any comments made at a public hearing and the reasons for the proposed service area boundary adjustment, the City Council adopted the proposed boundary adjustment; and

WHEREAS, in accordance with state law, Midvalley has prepared a plat reflecting the adjustment to the common service area boundaries to be filed with the Lieutenant Governor’s Office; and

WHEREAS, the City Council believes it to be in the best interest of the City to approve and accept the plat insofar as the boundary adjustment with Murray City is concerned;

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

1. That this resolution is adopted for the purpose of fulfilling and complying with the requirements of Utah Code Ann. § 17B-1-417 relating to adjusting the common service area boundary of Murray City and Midvalley Improvement District.
2. That the plat depicting the common service area boundary adjustment proposed by Midvalley Improvement District, attached as Exhibit A, is hereby approved and accepted, insofar as it relates to Murray City. The Council notes that **the municipal boundaries of Murray City will not change by this action.**
3. That the Mayor and City Recorder, and other officers, employees and representatives of the City, are hereby authorized, on behalf of the City, to take, or cause to be taken, all actions necessary to authorize the approved final local entity plat as it relates to the City.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

MURRAY CITY MUNICIPAL COUNCIL

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Gary Hrechkosy, Chair

ATTEST:

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Brooke Smith, City Recorder



MURRAY  
CITY COUNCIL

# Discussion Item #5



**MURRAY**

# City Council

## Non-Profit non-monetary and monetary donations

### Council Action Request

**Committee of the Whole**

Meeting Date: September 19, 2023

<b>Department Director</b> Jennifer Kennedy	<b>Purpose of Proposal</b> Discuss donations to non-profits
<b>Phone #</b> 801-264-2622	<b>Action Requested</b> Information and discussion
<b>Presenters</b> Jennifer Kennedy	<b>Attachments</b>
<b>Required Time for Presentation</b> 15 Minutes	<b>Budget Impact</b> None
<b>Is This Time Sensitive</b> Yes	<b>Description of this Item</b> We have received applications from some non-profit entities for both non-monetary and monetary donations. The council will review the applications and discuss the next steps for these applications.
<b>Mayor's Approval</b>	
<b>Date</b> September 6, 2023	

# Non-Monetary Donation Application Requests

## Murray City Corporation

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 19<sup>th</sup> Day of September, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Hall, 10 East 4800 South, Room 150, Murray, Utah, the Murray City Municipal Council will hold and conduct a hearing to receive public comment concerning a proposed resolution which would authorize the City to provide the donation of limited City services and nonmonetary assistance to or the waiver of fees for certain nonprofit entities.

DATED this 5 day of September, 2023.

## MURRAY CITY CORPORATION

David Bowe  
Brooke Smith Laura Brown  
Deputy City Recorder

Date of Publication: September 5, 2023

1. in at least one public location within the City;
2. on the Utah Public Notice Website; and
3. on the City's Website.



RESOLUTION NO \_\_\_\_\_

A RESOLUTION AUTHORIZING DONATIONS OF NONMONETARY  
ASSISTANCE TO OR WAIVING FEES FOR LOCAL NONPROFIT  
ENTITIES.

WHEREAS, Section 10-8-2 of the Utah Code authorizes, after first holding a public hearing, municipal services or other nonmonetary assistance to be provided to or waive fees required to be paid by a nonprofit entity, whether or not the City receives consideration in return; and

WHEREAS, the City receives requests throughout the year for donations to nonprofit entities; and

WHEREAS, the number of donation requests are greater than the available resources the City desires to donate; and

WHEREAS, the City has annually donated nonmonetary assistance to or waived fees for some, but not all, local nonprofit entities; and

WHEREAS, the City wants to continue to donate to local nonprofit entities that provide the community a benefit; and

WHEREAS, the City solicited donation proposals from local nonprofit entities and required that the proposals be submitted by application; and

WHEREAS, pursuant to proper notice, and Section 10-8-2 of the Utah Code, a hearing was held on June 6, 2023 to allow the public an opportunity to comment on the donation and to allow each nonprofit entity to address the City Council; and

WHEREAS, following the June 6, 2023 hearing and the donation of nonmonetary assistance, City staff made further requests for nonmonetary assistance for certain nonprofit entities in conjunction with pre-planned City-sponsored activities; and

WHEREAS, pursuant to proper notice, and Section 10-8-2 of the Utah Code, a hearing was held on September 19, 2023 to allow the public an opportunity to comment on the further donations.

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

Pursuant to Section 10-8-2 of the Utah Code, the City Council does hereby authorize and approve donations of nonmonetary assistance to or the waiving of fees for the local nonprofit entities that provide a community benefit as set forth in Exhibit A, which is attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council  
on this 19<sup>th</sup> day of September, 2023.

MURRAY CITY MUNICIPAL COUNCIL

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Brett A. Hales, Chair

ATTEST:

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Brooke Smith, City Recorder

## **EXHIBIT A**

Nonmonetary Assistance and Fee Waiver Applications

Murray City Power

Post 112 American Legion Department of Utah

Murray Area Chamber Foundation



**NONMONETARY ASSISTANCE AND FEE WAIVER APPLICATION**

Organization Name: Post 112 AMERICAN LEGION Department of Utah.

Contact Name: G. Hayes Stromness Phone Number: 801-573-4440

Organization Address: 320 E 3900 S Murray Utah 84107

Email: gheyes112@outlook.com

Type of 501(c) Organization: 19

Name and Purpose of Activity, Event: EASTER EGG HUNT

**NONMONETARY ASSISTANCE** Easter Sunday

Date of Event: 31 MARCH 2024 Assistance Requested: No

**FEES WAIVER**

Type and Amount of Fees requested to be waived: All

Constitution Circle = \$50  
Special event fee = \$ 250  
Total = \$ 300

Describe the public value and benefits to the Murray community:

Everyone in the community is involved.

We have done this for many years.

All nonprofit requests must include a copy of the IRS exempt status approval letter.

Signature: John Stromness Date: 6-12-2023

City Use Only:

Date Received: \_\_\_\_\_

Approved: yes no

# POST 112 THE AMERICAN LEGION DEPARTMENT OF UTAH

[Update this Business](#)

**Entity Number:** 567099-0140

**Company Type:** Corporation - Domestic - Non-Profit

**Address:** 320 EAST 3900 SOUTH SALT LAKE CITY, UT 84107

**State of Origin:** UT

**Registered Agent:** GRANT H STROMNESS

**Registered Agent Address:**

4638 S TINA WAY

[View Management Team](#)

SALT LAKE CITY, UT 84107

[Status: Active](#)

[Purchase Certificate of Existence](#)

**Status:** Active  as of 05/17/2022

**Renew By:** 03/31/2024

**Status Description:** Current

The "Current" status represents that a renewal has been filed, within the most recent renewal period, with the Division of Corporations and Commercial Code.

**Employment Verification:** Not Registered with Verify Utah

[History](#)

[View Filed Documents](#)

**Registration Date:** 03/01/1951

**Last Renewed:** 03/25/2023

[Additional Information](#)

**NAICS Code:** 9999 **NAICS Title:** 9999-Nonclassifiable Establishment

[Former Business Names](#)

SOUTH SALT LAKE POST NO 112 AMERICAN LEGION

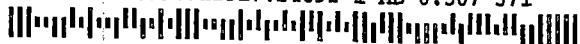
[<< Back to Search Results](#)

Business Name:



Department of the Treasury  
Internal Revenue Service  
Ogden, UT 84201

075606.320859.212517.24892 1 AB 0.507 371



AMERICAN LEGION  
112  
320 E 3900 S  
SALT LAKE CITY UT 84107-1693

075606

Notice	CP211A
Tax period	December 31, 2022
Notice date	May 29, 2023
Employer ID number	87-0261147
To contact us	Phone 877-829-5500
Page 1 of 1	

Important information about your December 31, 2022, Form 990

## We approved your Form 8868, Application for Automatic Extension of Time to File an Exempt Organization Return

We approved the Form 8868 for your December 31, 2022, Form 990, Return of Organization Exempt From Income Tax. Your new due date is November 15, 2023.

### What you need to do

File your December 31, 2022, Form 990 by November 15, 2023. We encourage you to use electronic filing—the fastest and easiest way to file.

Visit [www.irs.gov/charities](http://www.irs.gov/charities) to learn about approved e-file providers, the types of returns you can file electronically, and whether you're required to file electronically.

### Additional information

- Visit [www.irs.gov/cp211a](http://www.irs.gov/cp211a).
- Find tax forms or publications by visiting [www.irs.gov/forms](http://www.irs.gov/forms) or calling 800-TAX-FORM (800-829-3676).
- Keep this notice for your records.



**MURRAY**  
CITY COUNCIL

Complete and return to:  
Murray City Council Office  
5025 South State Street #112  
Murray City, Utah 84107

Email: jkennedy@murray.utah.gov

## NONMONETARY ASSISTANCE AND FEE WAIVER APPLICATION

Organization Name: Murray Haunted Woods

Contact Name: Sheri VanBibber Phone Number: 801-808-0830

Organization Address: 5469 Avalon Drive Murray Ut. 84107

Email: Sheri.vanbibber@redcross.org

Type of 501(c) Organization: 3 (Murray Youth Excel &/or Chamber Foundation)

Name and Purpose of Activity, Event: Fund Raiser for "Prevention Of Child Abuse"

Murray is known for this event!

### NONMONETARY ASSISTANCE

Date of Event: Oct.23,24 & 25, 2023 Assistance Requested: Youth Fire

### FEE WAIVER

Type and Amount of Fees requested to be waived: Park Fee

Pavilion 5 Reservation:  
(3)  $\frac{1}{2}$  days = \$375 (total)  
Event fee = \$250  
Grand Total = \$625.00

Describe the public value and benefits to the Murray community:

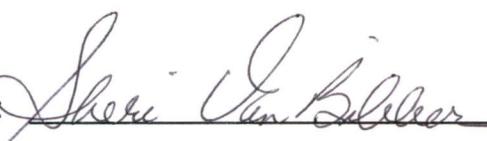
Murray held this event for 35 years, it is the only Halloween event where 2 yrs. old and above can enjoy.

This has been growing every year and the goal is to grow bigger in 2023. People come from all over for this!

We are already getting calls for the dates. The funding goes to Prevention of Child Abuse groups all over the city & the state!

All nonprofit requests must include a copy of the IRS exempt status approval letter.

Signature:

 Date: 06/08/2023

City Use Only:

Date Received: \_\_\_\_\_

Approved: yes no

 IRS DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 08-04-2022

Employer Identification Number:  
88-3568691

Form: SS-4

Number of this notice: CP 575 A

MURRAY AREA CHAMBER FOUNDATION  
5411 S VINE ST UNIT 3A  
MURRAY, UT 84107

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3568691. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit [www.irs.gov/mefbusproviders](http://www.irs.gov/mefbusproviders) for a list of companies that offer IRS e-file for business products and services.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is MURR. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

(IRS USE ONLY) 575A

08-04-2022 MURR B 9999999999 SS-4

Keep this part for your records.

CP 575 A (Rev. 7-2007)

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Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 08-04-2022  
(      ) - \_\_\_\_\_ EMPLOYER IDENTIFICATION NUMBER: 88-3568691  
\_\_\_\_\_  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
[REDACTED]

MURRAY AREA CHAMBER FOUNDATION  
5411 S VINE ST UNIT 3A  
MURRAY, UT 84107



## NONMONETARY ASSISTANCE AND FEE WAIVER APPLICATION

Organization Name: Murray City Power

Contact Name: Greg Bellon Phone Number: 801 264-2705

Organization Address: 153 W 4800 S Murray

Email: gbellon@murray.utah.gov

Type of 501(c) Organization: \_\_\_\_\_

Name and Purpose of Activity, Event: Public Power

### NONMONETARY ASSISTANCE

Date of Event: 14 Sep 2023 Assistance Requested: \_\_\_\_\_

### FEES WAIVER

Type and Amount of Fees requested to be waived: \$2000 — \$750 trees  
\$750 power bucks  
\$500 food  
(senior center)

Describe the public value and benefits to the Murray community:  
Promoting the benefits of public power  
in Murray

All nonprofit requests must include a copy of the IRS exempt status approval letter.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Use Only:	Date Received:	Approved: yes no
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# Monetary Donation Application Requests

# Murray City Corporation

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 3<sup>rd</sup> day of October 2023, at the hour of 6:30 p.m. of said day in the Council Chambers of Murray City Hall, 10 East 4800 South, Murray, Utah, the Murray City Municipal Council, as required by §10-8-2 of the Utah Code, will hold and conduct a hearing on and pertaining to the consideration of appropriating money for corporate purposes including the benefits and net value received and how the appropriations will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of Murray City.

Appropriations have been requested by (1) Boys and Girls Club of Greater Salt Lake, (2) Murray Chamber of Commerce, (3) Murray Greenhouse Foundation, (4) Miss Murray, (5) Ballet Center of Utah, (6) Murray Concert Band, and (7) Murray Symphony.

A study was prepared by Bonneville Research that analyzes and demonstrates the purpose for the appropriations and the value and benefit derived from the appropriations. A copy of this study is on file at the City Recorder's Office at 10 East 4800 South, Room 155, Murray, Utah, and may be reviewed during regular business hours.

The purpose of this hearing is to receive public comment concerning the value and benefits of the proposed appropriations.

DATED this 13<sup>th</sup> day of September 2023.



MURRAY CITY CORPORATION

A handwritten signature in black ink.

Brooke Smith  
City Recorder

DATES OF PUBLICATION: September 18, 2023  
PH23-28

1. Utah Public Notice Website
2. City's Website
3. Post at City Hall

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE APPROPRIATION OF MONEY FOR CORPORATE PURPOSES BASED ON FINDINGS PURSUANT TO SECTION 10-8-2 OF THE UTAH CODE.

WHEREAS, the (1) Boys and Girls Club of Greater Salt Lake, (2) Murray Chamber of Commerce, (3) Murray Greenhouse Foundation, (4) Miss Murray, (5) Ballet Center of Utah, (6) Murray Concert Band, and (7) Murray Symphony have requested monetary contributions from the City; and

WHEREAS, under Section 10-8-2 of the Utah Code and the Utah Supreme Case of *Price Development v. Orem City*, any expenditure of public funds must be supported by adequate consideration; and

WHEREAS, since the City will be expending public funds it must comply with Section 10-8-2 of the Utah Code and *Price Development v. Orem City*; and

WHEREAS, according to Section 10-8-2 of the Utah Code, the Murray City Municipal Council (the "Council") must determine net value received for any funds appropriated and establish the criteria for the determination; and

WHEREAS, in determining net value received, the Council may consider

intangible benefits; and

WHEREAS, prior to the notice of the public hearing, a study was performed setting forth analysis and demonstrating the purpose for the appropriations and considering (a) what identified benefit the City will receive in return for any funds or resources appropriated; (b) the City's purpose for the appropriation, including an analysis of the way the appropriation will be used to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City; (c) whether the appropriation is necessary and appropriate to accomplish the reasonable goals and objectives of the City in the area of economic development, job creation, affordable housing, blight elimination, job preservation, the preservation of historic structures and property, and any other public purpose; and

WHEREAS, a study was performed pursuant to Section 10-8-2 of the Utah Code by Bonneville Research (the "Study"); and

WHEREAS, a public hearing was held on October 3, 2023, before the Council to consider the appropriations; and

WHEREAS, the Study was available for public inspection at least 14 days before the public hearing; and

WHEREAS, after receiving public input, reviewing the Study and considering other factors, the Council wants to make a determination regarding the appropriations to (1) Boys and Girls Club of Greater Salt Lake, (2) Murray Chamber of Commerce, (3) Murray Greenhouse Foundation, (4) Miss Murray, (5) Ballet Center of Utah, (6) Murray Concert Band, and (7) Murray Symphony.

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

1. The Study prepared by Bonneville Research is accepted in its entirety and incorporated as part of the record.  
  
corporate purpose to appropriate money for any purpose that, in the judgment of the municipal legislative body, provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality
2. The Council finds that the following are legitimate public purposes the City wants to accomplish by appropriating money to the Boys and Girls Club of Greater Salt Lake, Murray Chamber of Commerce, Murray Greenhouse Foundation, Miss Murray, Ballet Center of Utah, Murray Concert Band, and Murray Symphony in order to provide for the safety,

health, prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the City:

- **BOYS AND GIRLS CLUB OF GREATER SALT LAKE.** Provide a safe environment for youth to spend time with friends, build trusting relationships with adult mentors, and engage in enriching programs -- all at minimal or no cost to families. Support afterschool and summer programs for youth in a safe and supportive environment with evidence-based, high-impact programming.

Assist to provide resources and high-yield experiences so that young people build resilience and gain the critical skills necessary to thrive into adulthood.

Allow parents to pursue career opportunities and achieve economic stability for their families by providing a safe space for kids during out-of-school time.
- **MURRAY CHAMBER OF COMMERCE.** Assist businesses at every stage of their growth journey. Promote Murray as a vibrant and attractive destination for tourists and investors through marketing, events, and collaborations with tourism organizations and showcasing Murray's unique attractions and opportunities.
- **MURRAY GREENHOUSE FOUNDATION.** Help provide a safe place for intellectually disabled adults to learn independence and life skills and have a social outlet to enjoy themselves and intermingle with others with the same challenges.
- **MISS MURRAY.** Support the Miss Murray Organization's mission is to empower women to be community leaders.
- **BALLET CENTER UTAH, INC.** Encourage and support the arts. Ballet Center Utah, Inc. maintains a low-cost tuition professional ballet school for the Murray community and provides all costumes for the performers at no extra cost to the families. It also maintains low-cost admissions to our performances so that many people may attend, including offering family discount prices and provides two free ballet clinics for the Murray City residents each year.
- **MURRAY CONCERT BAND (“Band”).** Encourage and support the arts. The Band is made up of local musicians who do not charge for concerts except the June concert in the amphitheater (\$5 adults, \$3 children, and seniors) but accept donations. The band plays three regular concerts at Murray schools and one at the Murray

Park Amphitheater. The band also plays for the Sunrise Service for the Murray Fun Days celebration.

- **MURRAY SYMPHONY (“Symphony”).** Support and encourage the arts. Approximately 20% of the Symphony members are Murray residents. The Symphony allows Murray residents to perform with a high-quality community orchestra as symphony members and at low-cost cultural events presented within Murray. All musicians are volunteers who donate their time and talents without expectation of remuneration. Murray Symphony prides itself on producing high-quality performances that most city residents can afford to attend, which is only possible with the grant assistance provided by Murray City.

3. The Council finds that there is net value received for the appropriations including the following:

- Enriching the lives of the City's residents through support of the arts including music and dance.
- Enhanced prosperity through further economic development and job preservation
- Enhance the safety and moral well-being of City residents
- Increase the peace, order, and comfort of city residents

4. The Council finds further that the appropriations are necessary and appropriate to accomplish the reasonable goals of the City in the area of economic development, job preservation, affordable housing, and in enhancing the peace, order, and comfort of City residents.

5. Based on its findings, the Council approves appropriations as set forth in Exhibit A which is attached hereto and incorporated herein and determines that the requirements of Section 10-8-2 of the Utah Code have been met.

6. The Mayor is hereby authorized to execute any and all documents necessary to make the appropriations.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council this day of , 2023.

MURRAY CITY MUNICIPAL COUNCIL

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Garry Hrechkosy, Chair

ATTEST:

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Brooke Smith, City Recorder



# Bonneville Research

September 14, 2023

## **Introduction:**

This analysis is intended to provide Murray City, a Utah Municipality, and the Murray City Council with the information required by the Utah Code Section 10-8-2. Appropriations -- Acquisition and disposal of property -- Corporate purpose -- Procedure.

## **Reason for the Study:**

Utah Code § 10-8-2 and case law require a more rigorous review and approval process before the City can provide grants to nonprofit organizations. The process requires that the City completes a Study before awarding the grants.

## **Key Elements of the Study:**

The following factors are considered in making the Study:

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1

1. Completion of a study that addresses the following:
  - a. The benefit the City will receive—tangible or intangible—in return for appropriated funds.
  - b. An analysis of how the appropriation will enhance Murray residents' safety, health, prosperity, moral well-being, peace, order, comfort, or convenience.
  - c. Whether the appropriation is necessary and appropriate to accomplish any of the goals and objectives of the City, such as:
    - i. Removing blight or underdeveloped properties;
    - ii. Increasing the City's tax base;
    - iii. Creating jobs;
    - iv. Retaining jobs, and
    - v. Any other identified public purpose that the appropriation might serve.
  - d. Completion of a financial analysis showing projected financial returns to the City, if any, and the period over which the City will recoup the appropriate Amount.
2. A finding by the Council that the development will promote the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the Murray residents shall be adopted by Resolution, citing the Study as evidence to support that finding.
3. The final appropriation shall be completed in accordance with the processes outlined in Utah Code Ann. § 10-8-2:

- a. If the appropriation is made as an amendment to the current year's fiscal budget, then the appropriation shall be approved according to the process outlined in Utah Code Ann. § 10-8-2(3)(d).
- b. If the appropriation is made as part of a future fiscal year budget, then the appropriation shall be approved during the regular annual budget process.

**Murray Agreement** – Murray proposes to make the following monetary appropriations for the Fiscal Year 2023/2024:

• **Ballet Center Utah, Inc**

C/O Cultural Arts 296 E Murray Park Ave, Murray, Utah 84107

Request: \$3,000

Projected 2023 Operating Budget: \$78,150

Previous Murray City Awardee: Yes, \$2,500

Murray City Resident Benefit: Attendance 1,560

- During our 2022-23 year, we had a total attendance of 1,560 individuals at our performances. Since the restart after COVID, our performances have shown a steady increase in attendees since 2021, and we anticipate a more significant increase in performance attendance in the coming year.
  - A portion of funds received for 2022-23 went towards our performance season:
  - Ballet Under the Lights/The Snow Queen - July 8-9, 2022
  - A Christmas Dream - December 13-14, 2022
  - Spring Fairytale - March 10-11, 2023
  - Two free ballet clinics for the Murray Community
- Ballet Center Utah, Inc. is a nonprofit organization 501 (c) (3) dedicated to the arts education (specifically classical ballet) for the Murray community. We have had a long-standing relationship with Murray City since establishing our school in Murray in 1986. Co-founded by Willam Christensen, the founder of Ballet West, we strive to maintain his memory, legacy, and passion to further ballet education to the youth, instilling in them a love of dance. Aside from a high standard of ballet instruction, Mr. C insisted on providing live piano accompaniments for all the ballet lessons, and we continue that request today by providing our students with the experience of working daily with musicians/accompanists.
- Ballet Center Utah, Inc. maintains a low-cost tuition professional ballet school for the Murray community and provides all costumes for the performers at no extra cost to the families. We rely on several volunteers giving hundreds of hours to help produce our three annual large shows. We maintain low-cost admissions to our performances so that many people may attend, including offering family discount prices. The general operations support grant received will support building maintenance, faculty and pianists' salaries, insurance, show productions, bringing in professional guest teachers, and the cost to host two free ballet clinics for the Murray City residents each year.
- Ballet Center Utah, Inc. receives revenue from tuition, ticket sales, and private donations, but importantly, we are recipients of the Murray City GOS grant supplementing the income. We are extremely grateful for the monetary support that ensures that we may continue to bring our high standard of production and quality education to our patrons, as Mr. C would be pleased. Our consistency is possible due to grant support from Murray City.
  - Funding requested for Ballet Center Utah; Inc. 2023-24 Season includes:
  - Ballet Under the Lights/The Pink Shoes - July 7-8, 2023
  - A Christmas Dream - December 19-20, 2023
  - Spring Fairytale - March 15-16, 2024
  - Two free ballet clinics for the Murray Community
  - Ballet Center Utah, Inc. has a board of directors meeting once a year to review the budget and projected plans for the upcoming season. The board follows the guidelines of recognized Standards of Ethics and includes two members who have received training sponsored by the State of Utah.

• **Boys & Girls Clubs of Greater Salt Lake**

5263 S Commerce Drive, Suite 101, Murray, Utah 84107

Request:

\$100,000

Projected 2023 Murray Center Operating Budget:

\$2,473,518

Previous Murray City Awardee: Yes,

\$100,000

Murray City Resident Benefit:

- Boys & Girls Clubs of Greater Salt Lake have served the Murray community since 1967, when we established our first Club site in Murray, our primary location. At the Murray Club, youth find a sense of belonging and a vibrant community where they can envision a new, brighter future for themselves and their families. These programs provide a haven where youth can spend time with friends, build trusting relationships with adult mentors, and engage in enriching programs -- all at minimal or no cost to families.
- Funds will support afterschool and summer programs for youth in a safe and supportive environment with evidence-based, high-impact programming. Provided activities include homework help, STEM learning, social-emotional support and learning opportunities, substance abuse prevention education programs, access to computer technology, workforce development and college preparation, leadership opportunities, and more. We transport kids from Murray schools to our Club and offer full-day pre-K programs in our state-licensed childcare facility.
- According to the Utah Afterschool Network, every child enrolled in an afterschool program has at least three on a waiting list to enroll in the Murray School District. Club programs provide resources and high-yield experiences so that young people build resilience and gain the critical skills necessary to thrive into adulthood. Parents can pursue career opportunities and achieve economic stability for their families by providing a safe space for kids during out-of-school time. Our programs lift entire communities.
- The Murray Boys and Girls Club expects to serve over 700 youth, ages 3-18, without bias and remain all-inclusive, all year round, Monday through Friday, 6:30 AM - 6:30 PM.

• **The Miss Murray Scholarship Organization**

5595 Shadow Wood Dr., Murray, Utah 84123

Request: \$14,000

Projected 2023 Operating Budget: \$238,280

Previous Murray City Awardee: Yes, \$6,200

Murray City Resident Benefit:

The Miss Murray Organization's mission is to empower women to be leaders in their community. As a city representative, the young woman chosen as Miss Murray every the year, will implement her own Community Service Initiative and serve Murray City at different community events. The Miss America Organization has been around for over One hundred years, and our earliest Miss Murray recorded is Blanch Farrer in 1937. This program has evolved over the years but has always focused on providing scholarships to young women to further their education.

- The funds requested are to pay out the scholarships won by last year's winners upon the conclusion of their year of service.
- The increased funds from previous years will go towards operational costs to hold the next competition (like renting rehearsal and performance space).
- Women between the ages of 18-28 years old can participate in the competition. Run entirely by volunteers, the Miss Murray Organization offers workshops to teach, mentor, and inspire these women to be the best versions of themselves.
- They learn how to write resumes, practice interviews, confidently present themselves, speak about causes they are passionate about, and perform under pressure. This program is not about winning or losing but building lifelong skills to propel these women to be leaders.
- These workshops culminate in the annual Miss Murray Scholarship Competition, where these women compete for scholarship money and the title of Miss Murray.
- Leesa Lloyd was this program's previous Director and a teacher at Murray High School. Leesa inspired and guided young women in the Miss America Scholarship Organization for over 44 years. This passion has molded hundreds of young women's lives to strive and achieve great things. She led the Miss Murray Scholarship Competition for 27 years. Her significant influence is evidenced by the many great leadership roles these women take on as they progress in their education, family life, and contributions to their community.
- Leesa developed and nurtured a vast network of pageant committee friends and participants. She is greatly admired for her expertise and devotion; Leesa unexpectedly passed away last year, and her legacy is demonstrated in the achievements of the women she mentored in this program.
- The Miss Murray Organization has an impeccable reputation and deserves to continue at the level of excellence that she had built.
- How many people are expected to be served with this program?
  - 5-10 Contestants,
  - 40 at Summer camp
  - Encouraging women of Murray to serve their community, and
  - An intangible number of Murray Citizens benefit from the community service of Miss Murray and the organization.

- **Murray Chamber of Commerce**

5411 S. Vine St. #3, Murray, Utah 84107

Request:	\$60,000
2022 Income:	\$72,140
Projected 2023 Operating Budget:	\$78,150
Previous Murray City Awardee: Yes,	\$60,000

Murray City Resident Benefit:

Founded several decades ago, the Murray Chamber of Commerce is the cornerstone of business development and community growth in Murray and its surrounding areas. Its primary mission is to foster economic prosperity and support local businesses.

The Murray Chamber is pivotal in bringing together diverse stakeholders to collaborate, innovate, and promote the region's overall well-being by:

- Serving as a central hub for Murray City businesses of all sizes and sectors, whether a small startup, a mid-sized enterprise, or a large corporation, the Chamber offers a range of resources and services to assist businesses at every stage of their growth journey. From networking events and business workshops to access to funding opportunities and expert consultations, members benefit from a robust support system that helps them thrive in a competitive market.
- It provides the business community's collective voice, working closely with local government authorities, policymakers, and other stakeholders to address pertinent issues and ensure the region's long-term prosperity by advocating for policies that foster economic growth and create a conducive business environment.
- The Murray Chamber directs the essential promotion of Murray as a vibrant and attractive destination for tourists and investors through various marketing campaigns, events, and collaborations with tourism organizations and showcasing Murray's unique attractions and opportunities.

- **The Murray Concert Band** C/O Cultural Arts 296 E Murray Park Ave, Murray, Utah 84107  
Request: \$2,500  
Projected 2023 Operating Budget: \$12,000  
Previous Murray City Awardee: Yes, \$2,500  
Murray City Resident Benefit: Concert attendance is between 200-300 per Concert, with 1,650 attendees in the past year's seven concerts.  
The Murray Concert Band is a community and nonprofit 501c(3) organization comprising local musicians, and they do not charge for concerts except the June concert in the amphitheater (\$5 adults, \$3 children, and seniors) but accept donations.
  - Rehearsals are held at Murray City Schools; we invite anyone interested to join.
  - The band plays three regular concerts at Murray schools and one at the Murray Park Amphitheater. The band also plays for the Sunrise Service for the Murray Fun Days celebration.
  - The requested funding is for the band's 2022 concert season to cover the costs of new equipment, insurance, and storage unit rent. The 2023-2024 season concert dates are November 11, January 27, April 6 at Hillcrest, and June 29 at the Murray Amphitheater.
  - The band does not charge admission to its concerts except the June concert, which is part of the Murray Arts in the Park season, although it does accept donations at the door.
  - Band members are required to pay annual dues of \$20 per person. The band also performs at local cemeteries on Memorial Day and at the State Fair for payment. Some band members have requested and received donations from their employers and business associates.
  - The board of directors reviews and approves expenditures and a budget at the beginning of each year. The Director, the secretary, and the treasurer have attended training sponsored by Murray City at Murray Parks & Rec. The board of trustees meets four times yearly, and more if there are specific projects/issues to discuss. The board follows the guidelines of recognized Standards of Ethics. In 2018, the band became a member of the Utah Nonprofits Association. The band has a "blanket" ASCAP license through the Association of Concert Bands. The treasurer and the board president have attended training at Murray Parks & Rec offices, COVID permitting.

• **Murray Greenhouse Foundation**

6366 South 900 East, Murray, Utah 84121

Request: \$25,000

Projected 2023 Operating Budget: \$141,880

Previous Murray City Awardee No

Murray City Resident Benefit:

Murray Greenhouse Foundation (MGF) is a nonprofit 501(c)(3) organization dedicated to providing an individualized program for adults with learning disabilities.

The Murray Greenhouse's Mission is to provide a safe place for intellectually disabled adults to learn independence and life skills and have a social outlet to enjoy themselves and intermingle with others with the same challenges.

The Murray Greenhouse Foundation is seeking grant funding to expand its ability to provide human services to the community of mentally disabled adults.

- Many of these adults have physical limitations that restrict their activity.
- MGF provides a loving environment with constant care and structured programs. MGF gives these adults societal skills, increased self-worth, an expanded comfort zone, and a joyous daily experience to look forward to.

The Murray Greenhouse Foundation began this service in December 2008 in a disability-modified home with a detached professional greenhouse supported by the sale of flowers and vegetables for replanting prepared by volunteers, donations, grants, and a nominal payment from the parents of these adults.

A grant of \$25,000 is requested to expand and improve the home structure/facilities, increasing staff and operating hours, thus increasing its services to the community's mentally disabled adults and their families.

8

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The continuing educational options for mentally disabled adults are limited once they reach the age of 22; they no longer qualify for publicly funded specialized schooling for youth at this age, thus increasing the burden on the family and the student. Students lose proficiency in critical life skills, basic knowledge, and personal confidence, often resulting in withdrawal from societal interaction.

Few options exist for these adults to continue their training to achieve their best level of independence and ability to enjoy life. Current options for continued education include state-supported schools with long waiting lists (10 to 15 years) for admittance or expensive private facilities.

The founders of Murray Greenhouse Foundation created an affordable option for residents supported through donations and volunteers. This December, the MGF will celebrate its fifteenth year of operation.

Growth and capacity depend on financial and volunteer support; fortunately, the local community recognizes the services' importance.

• **Murray Symphony**

P.O. Box 571213, Murray, Utah 84127-1213

Request:	\$2,500
Projected 2023 Income:	\$12,010
Previous Murray City Awardee: Yes,	\$1,250
Murray City Resident Benefit:	

The Murray Symphony has been in Murray City since 1976. It holds all its rehearsals and all regular season concerts within Murray City boundaries. We hold regular rehearsals at Hillcrest Junior High School, dress rehearsals, and performances at The Theater on 53rd (at Hillcrest Junior High School) and Murray High School. The Murray Park Amphitheater hosts the summer concert. Roughly 20% of Symphony members are also Murray residents. Murray residents can perform with a high-quality community orchestra as symphony members and at low-cost cultural events presented within Murray.

For the 2022-2023 season, there have been several collaborations with Murray-based organizations. In December, the Murray Symphony performed a side-by-side concert with the Hillcrest Junior High orchestra and band. The Symphony invited Murray School District students to submit artwork inspired by Rimsky-Korsakov's Christmas Eve Suite and have their artwork displayed at the Concert. Further, the Symphony donated all monies collected at the December concert to the Murray Children's Pantry.

The Murray Symphony has requested funding for their 2023-2024 performance season. Concerts are at the Hillcrest Junior High Auditorium, and the summer pop concert will be at the Murray Park Amphitheater.

The 2023-2024 season will consist of concerts in October, December (Holiday concert), February/March, April/May, and June (summer pops). The Holiday concert is accessible to the public, with donations requested for a local charity. In 2022, the Murray Symphony collected donations for the Murray Children's Pantry. In prior years, the Murray Symphony contributed to Utah Foster Care, United Way of Salt Lake, Utah Food Bank, and The Road Home.

9

The current 2022-2023 season includes the following concerts:

- World of Wizardry - October 8, 2022- Featuring Seth Goldklang as the Emcee and the Herriman High School Ballroom Team
- A Child's Dream - December 10, 2022- Featuring local children singing and the men's singing group, The Brothers
- Masterful Marches - February 18, 2023
- Tchaikovsky Symphony #4 - April 22, 2023
- The American West - June 24, 2023

The members of the Murray Symphony are vital to the organization's financial viability. All musicians are volunteers who donate their time and talents without expectation of remuneration.

Collectively, the members of the Symphony donate thousands of hours annually. In addition to donating time as musicians, members donate their time performing administrative and support tasks to keep costs down. Members donate their time setting up and taking down each rehearsal and Concert. Symphony members also donate their time to run the organization's administration and perform tasks such as accounting, bank, tax, fee payment processing, grant writing, report generation, meetings organization, library duties, equipment maintenance, etc. These donations of services help keep the organization's costs down.

In addition to volunteer time, the Murray Symphony receives ticket sales, private donations, and grants from Murray City and ZAP. City funding beyond collected ticket sales is needed to produce our programming because of the high cost of music rentals and ongoing fees (such as insurance and ASCAP) required to perform copyrighted music legally. Murray Symphony prides itself on producing high-quality performances that most city residents can afford to attend, which is only possible with the grant assistance provided by Murray City.

## **ANALYSIS:**

Chapter 3.10.010 Purpose of the "Murray Municipal Code" states that:

The purpose of this chapter is to provide for the fair and equitable treatment of all persons involved in public purchasing by the City, to maximize the purchasing value of public funds in procurement, to provide safeguards for maintaining a procurement system of quality and integrity, and to foster transparency and effective broad-based competition. (Ord. 17-14)

## **And 3.10.020: APPLICATION:**

This chapter shall apply to every expenditure of public funds by the City for public purchasing, irrespective of the source of the funds. When the procurement involves the expenditure of Federal assistance or agreement funds, the procurement shall be conducted in accordance with any mandatory applicable Federal law and regulations. Nothing in this chapter shall prevent the City from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with Federal, State, and local law. (Ord. 17-14)

**PROFESSIONAL SERVICES:** Those services that are provided by a person skilled in the practice of a learned or technical discipline. Providers of professional services often require prolonged and specialized intellectual training and profess attainments in special knowledge as distinguished from mere skills. Disciplines may include, but are not limited to, accounting, auditing, court reporting, experts in a specialized field, finance, law, materials testing, medicine, and others. Professional services do not include those services defined as "architectural and engineering services" under this section.

11

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The following applicants are or are likely a 501(c)(3) recognized Utah Nonprofit organization, and the purpose is to support the services and events for citizens of Murray City. The estimated number of Murray City Residents expected to benefit from these appropriations is noted.

- Ballet Center Utah, Inc  
C/O Cultural Arts 296 E Murray Park Ave, Murray, Utah 84107  
Requested Amount: \$3,000  
Previous Murray City Awardee: Yes, \$2,500
- Boys & Girls Clubs of Greater Salt Lake  
5263 S Commerce Drive, Suite 101, Murray, Utah 84107  
Requested Amount: \$100,000  
Previous Murray City Awardee: Yes, \$100,000

• The Miss Murray Scholarship Organization <sup>1</sup> 5595 Shadow Wood Dr., Murray, Utah 84123	
Requested Amount:	\$14,000
Previous Murray City Awardee: Yes,	\$6,200
• Murray Chamber of Commerce 5411 S. Vine St. #3, Murray, Utah 84107	
Requested Amount:	\$60,000
Previous Murray City Awardee: Yes,	\$20,200
• The Murray Concert Band C/O Cultural Arts 296 E Murray Park Ave, Murray, Utah 84107	
Requested Amount:	\$2,500
Previous Murray City Awardee: Yes,	\$2,500
• Murray Greenhouse Foundation 6366 South 900 East, Murray, Utah 84121	
Requested Amount:	\$25,000
Previous Murray City Awardee:	No
• Murray Symphony P.O. Box 571213, Murray, Utah 84127-1213	
Requested Amount:	\$2,500
Previous Murray City Awardee: Yes,	\$2,500
TOTAL PREVIOUS MURRAY CITY AWARDS:	\$133,900
TOTAL CURRENT MURRAY CITY REQUESTS:	\$207,000
CURRENT MURRAY CITY BUDGET FOR AWARDS:	\$135,000

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<sup>1</sup> **NOTE:** The Miss Murray Scholarship Organization is not currently a registered Corporation with the State of Utah. Leesa Lloyd directed the Miss Murray Scholarship Organization for almost 27 years. After Lloyd's unexpected recent death, former Miss Murray and Radio City Rockette Lindsay Smith became the Director. Smith is also the resident dance and movement specialist for Hale Centre Theatre and an adjunct faculty member in the Musical Theater Program at the University of Utah.

**CONCLUSION AND REQUIRED FINDINGS:**

The municipality of Murray's purpose for the above-listed appropriations will be to seek presentations by or responses from citizens or other interested persons or groups regarding the Applicants and thereby supporting Murray City's efforts to enhance the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the municipality.

The appropriations are necessary and appropriate to accomplish Murray, a Utah Municipal Corporation's reasonable goals and objectives in economic development, job creation, affordable housing, blight elimination, job preservation, and preservation of historic structures and property, and any other public purpose.

## **GENERAL LIMITING CONDITIONS**

Bonneville Research made every reasonable effort to ensure that the data in this Study reflects accurate and timely information and is believed to be dependable.

- *The Study is based on estimates, assumptions, and other information developed by Bonneville Research from its independent research effort, general knowledge of the region, primary data sources including Murray, the Utah State Office of Corporations, and consultations with the Client's representatives.*
- *No responsibility is assumed for inaccuracies in reporting by the Client, its agents, or any other data sources used in preparing or presenting this Study. This report is based on information collected during August and September of 2023, and Bonneville Research has not updated its research since this date. Bonneville Research makes no warranty that any of the projected values or results contained in this Study will be achieved. This report is not to be used for any public or private offering of securities or other similar purposes. This Study is qualified and should be considered considering these limitations, conditions, and considerations.*

## **Robert L. Springmeyer**

Robert Springmeyer, the Principal of Bonneville Research, performed this 10-8-2 Appropriations Study.

Mr. Springmeyer is actively involved in the redevelopment and other economic impact projects. He has provided independent financial and redevelopment analysis for numerous urban renewal agencies within the State and completed "Fair Value Analyses" for Holladay and South Salt Lake Cities. Mr. Springmeyer is the Chairman of Bonneville Research. He has directed the Economic Analysis/Tax Studies completed for the Downtown Alliance, the Utah State Tax Review Commission, Salt Lake County, Brigham City, Salt Lake, Sandy, Bountiful, and South Jordan Cities, including the Urban Renewal Agencies of Salt Lake, Taylorsville, Holladay, South Salt Lake, Draper, West Jordan, Ogden, South Jordan, Sandy, and Murray. He is educated in Political Science, Economics, and Business Management and has consulted with local governments for over 40 years. He has been listed in Who's Who in Finance and Who's Who in the West.



Agreement Number: \_\_\_\_\_

## Parks & Rec Agreement Review & Approval Form \$1,000-\$10,000

Agreement Title & Description:	2023 Local Grant Ballet Center Utah, Inc.	
Contractor/Vendor:	Michelle Armstrong	
Agreement Begin Date:	September, 2023	
Agreement End Date:	September, 2024	
Account Number:	101104-42603	
Contract Price:	\$3000	

### Approved as to:

Content:	<u>Lori Edmunds</u> Owner / Project Manager		
Is this IT related? Has IT been consulted?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Justification	NonProf Services (<5K)		
Three Quotes or RFP/IFB Included	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Emergency Exception (Documentation Attached)	<input checked="" type="checkbox"/> Yes		

Form: \_\_\_\_\_  
Attorney for the City

Budget: \_\_\_\_\_  
Finance Officer

Original received by Recorders Officer: \_\_\_\_\_

Retention:	
Notes:	Department Head & City Recorder sign (seal) the Agreement.

## Murray City Cultural Arts Grant Application 2023-2024

Applicant/Organization Ballet Center Utah, Inc.  
Requested Amount \$ 3,000

Mailing Address 563 E. Spruce Glen Rd  
Murray, UT Zip 84107

Contact Person Michelle Armstrong Phone 801-631-2964  
Mailing Address 563 E. Spruce Glen Rd; Murray, UT Zip 84107

Where will financial records be kept? Business Manager Office  
Federal Employer Identification Number 82-0883842

Application Due by: January 9, 2023  
Send to: Cultural Arts  
296 E Murray Park Ave  
Murray, Utah 84107

Please check category(s) you wish to be considered for:

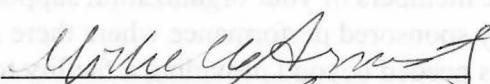
General Operating Support for Complete Fiscal Year

Project Grant (one-time project that provides unique opportunity)

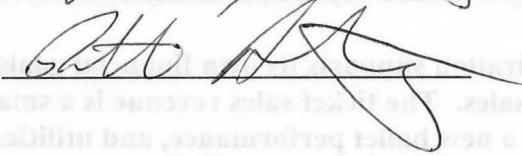
Performance Contract (performances included in Murray sponsored programs).  
This category may or may not receive funds, but generally receives city benefits such as free facility use and advertising as part of City sponsored performance series.

This application represents an accurate account of our proposed project and budget figures.

Signature of Administrative Officer



Signature of Fiscal Officer



4. What other sources of funds did you receive this past year? Is there a healthy balance between public and private funds?

- Utah Division of Arts & Museums Grant
- Salt Lake County ZAP Grant
- Private and Corporate Donations
- Other, please list

5. How does your organization review expenditures and function in a responsible manner? How often does your board meet? Does your board regularly review and abide by recognized Standards of Ethics?

**Our board meets once a year to review expenditures and upcoming tasks/ideas. Our board members review and abide by recognized Standards of Ethics. Michelle Armstrong will be attending a non-profit management session conducted by the Utah Arts & Museums organization in the spring.**

6. For former recipients, describe the use of funds received for this year? Is it being used for the item which funds were requested for? Did you cash match your grant from last year? Explain in-kind performances you provide for Murray City Corp.

**The funds received for this year were applied to the construction of new scenery and costumes for the production The Snow Queen (2022). Funds were also used towards building maintenance and usual expenses. We held two free ballet clinics for Murray residents, along with a “bring a friend to class” special session where students invited various people to be a guest inside our school. The guests attended class and enjoyed the time inside the classroom.**

7. If your cash reserve is increasing substantially, please explain why (i.e., saving donations and ticket sale revenue for critical future expense). **N/A**

8. If an income/expense line-item differs more than 10% from year to year, please explain why. (This is very important to help board members understand your budget sheet.)

**Ballet Center Utah, Inc. is still in the recovery phase since loss of enrollment due to the 2020 pandemic. We are gradually adding students, but in very small increments.**

# A Christmas D R E A M

December 13-14, 2022 • 7 p.m.

## *Act 1: The Christmas Party*

### **The Little Girl**

Mirna Tchanile

**Maids.....Advanced**

*Instructor: Michelle Armstrong*

Natalia Kapriyelov, Aleksey Maxell, Kairi Peterson, Mari Vasquez

**Parents, Friends and Party Kids ..... Centre, Advanced, Basic 2**

*Instructors: Michelle Armstrong, Amber Giles*

Kathryn O'Mara, William Kennedy

Julia Kolby, Olivia Tran

Evelyn Darton, Kate Godsey, Rachelle Hedquist, Lara Javeyan,  
Shanti Martinez, Lia Montrose, Felicity Roth, Norah Wilcox

**Commedia Dell'Arte .....Centre**

*Instructor: Michelle Armstrong*

Lora Anderson, Isabelle Armstrong, Lydia Cousins, Aubreeonna Ritter, Arely Zarate

## *Act 2: Adventures Outside*

**Carolers.....Adult**

*Instructor: Amber Giles*

Trudy Buckner, Rachel de la Garza, Allison Dettling, Lorraine Kennedy,  
Tatiana Newmerzhicky, Britannia Vondrasek, Erika Winegar

**Squirrels.....Basic 1**

*Instructors: Isabelle Armstrong, Lora Andersen*

Emily Castro, Grace Despain, Naomi Despain

**Reindeer ..... Intermediate 1, Adults**

*Instructor: Lusiano Pasillas*

Anna Bigler, Sofiya Kapriyelov Matilda Kerby,  
Rebecca Martinez, Adaline Olson, Graycee Preece

**Hunter: William Kennedy**

**Trees: Trudy Buckner, Rachel de la Garza, Lorraine Kennedy,  
Tatiana Newmerzhicky, Britannia Vondrasek, Erika Winegar**

**Soldier: Olivia Struthers**

**Fairies .....Advanced**

*Instructor: Michelle Armstrong*

Julia Kolby, Aleksey Maxell, Kairi Peterson, Olivia Tran, Mari Vasquez

**Snow.....Centre**

*Instructor: Michelle Armstrong*

Lora Andersen, Isabelle Armstrong, Lydia Cousins, Tessa Duke,  
Amber Giles, Natalia Kapriyelov, William Kennedy,  
Kathryn O'Mara, Aubreeonna Ritter, Arely Zarate

**Ice Skaters ..... Intermediate 2**

*Instructor: Isabelle Armstrong*

Aspen Benjamin, Lyla Sawyer, Lucy Struthers, Tynan Tuckness

## *Act 3: In the Toy Shop*

**Bears.....Kinderdance**

*Instructor: Lydia Cousins*

*Teacher Assistants: Natalia Kapriyelov, Arely Zarate*

Cora Despain, Kari Hall, Cian McCullough, Indie Taylor

**Elves ..... Elementary**

*Instructor: Delaney Dow*

*Teacher Assistants: Lydia Cousins*

Hazel Benjamin, Cassidy Dorrell, Maya Hall,  
Alice Olson, Priyanshi Vellanki, Thea Zapata

**Csardas .....Intermediate 2, Advanced**

*Instructor: Michelle Armstrong*

Aspen Benjamin, Julia Kolby, Aleksey Maxell, Kairi Peterson, Lyla Sawyer,  
Lucy Struthers, Olivia Tran, Mirna Tchanile, Tynan Tuckness, Mari Vasquez

**Flamenco .....Centre**

*Instructor: Solange Gomes*

Lora Andersen, Elizabeth Armstrong, Isabelle Armstrong, Lydia Cousins,  
Tessa Duke, Amber Giles, Natalia Kapriyelov, William Kennedy,  
Kathryn O'Mara, Aubreeonna Ritter, Arely Zarate

**Soldiers ..... Basic 3**

*Instructor: Amber Giles*

London Larkin, Serenity Slaymaker, Olivia Struthers

## Ballet Center Utah, Inc.

Timeframe	Last completed fiscal year	Projected for current fiscal year	Projected for next fiscal year
	2021	2022	2023
<b>INCOME</b>		<b>INCOME</b>	<b>INCOME</b>
Admissions	\$ 2,600.0	Admissions	\$ 3,000.00
Donations	\$ 1,900.0	Donations	\$ 1,000.00
Other Revenue		Other Revenue	
Murray Grant	-	Murray Grant	\$ 2,500.00
County (ZAP)	-	County (ZAP)	
State		State	\$ 3,000.00
Other (Tuition)	\$ 60,900.	Other (Tuition)	\$ 62,640.0
<b>TOTAL</b>	<b>\$ 65,400.</b>	<b>TOTAL</b>	<b>\$ 72,140.0</b>
In-kind match for City Function		In-kind match for City Function	
Up to \$500		Up to \$500	
<b>EXPENSE</b>		<b>EXPENSE</b>	<b>EXPENSE</b>
Personnel	\$ 31,842.	Personnel	\$ 33,396.0
Supplies	\$ 6,910.0	Supplies	\$ 7,684.00
Marketing	\$ 3,442.0	Marketing	\$ 3,946.00
Bldg Rentals	\$ 23,302.	Bldg Rentals	\$ 28,238.0
Other(describe		Other(describe	
<b>TOTAL</b>	<b>\$ 65,496.</b>	<b>TOTAL</b>	<b>\$ 73,264.0</b>
Cash reserve		Cash Reserve	

If expenses exceed income, describe how expenses were covered.

Other comments:



## APPLICATION FOR FUNDS

All applications must be received by July, 28, 2023 at 5:00 p.m. and applicants must plan to attend and present at a future public hearing (date to be determined). Late or incomplete application will not be considered.

### APPLICANT INFORMATION

Legal Name of Applicant/Agency: Boys & Girls Clubs of Greater Salt Lake

Applicant Website: [www.gslclubs.org](http://www.gslclubs.org)

Physical Address: 5263 S Commerce Drive, Suite 101

City: Murray State: Utah Zip Code: 84107

Mailing Address (if different from Physical Address):

P.O. Box 57071

City: Murray State: Utah Zip Code: 84157

### APPLICANT CONTACT INFORMATION

Name: Robert Morreall

Email Address: [development@gslclubs.org](mailto:development@gslclubs.org)

Telephone Number: 801-322-4411

### PROGRAM INFORMATION

Funding Request Amount (Maximum of \$100,000.00):

Is your organization a 501(c)?

Yes

No

Program is:

New program/service - not previously provided in the most recent 12 months

Existing program/service - previously provided in the most recent 12 months

1. Program Description (500 characters or less):

Boys & Girls Clubs of Greater Salt Lake have served the Murray community since 1967 when we

established our first Club site in Murray, our primary location. At the Murray Club, youth find a sense

of belonging and a vibrant community where they can envision a new brighter future for themselves

and their families. These programs provide a haven where youth can spend time with friends, build

trusting relationships with adult mentors, and engage in enriching programs -- all at minimal or no

cost to families.

2. What service will you be providing with the use of these funds? (500 characters or less):

Funds will support afterschool and summer programs for youth in a safe and a supportive

environment with evidence-based, high-impact programming. Kids are provided with activities that

include homework help, STEM learning, social emotional support and learning opportunities,

substance abuse prevention education programs, access to computer technology, workforce

development and college preparation, leadership opportunities, and more. We transport kids from

Murray schools and take them to our Club and offer full day pre-K programs in our state licensed

childcare facility.

3. Why is this service needed in Murray? (350 characters or less):

For every child that is enrolled in an afterschool program, there are at least 3 on a waiting list to enroll in the Murray School District according to the Utah Afterschool Network. Club programs provide resources and high-yield experiences so that young people build resilience and gain the critical skills necessary to thrive into adulthood. By providing a safe space for kids during out of school time, parents are able to pursue career opportunities and achieve economic stability for their families. Our programs lift entire communities.

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4. What specific population and age group in Murray is the program intended to serve (beneficiary population)?: We serve youth, ages 3-18, without any bias and remain all-inclusive.

5. How many people are expected to be serviced with this program?: over 700

6. When is the program offered?: Monday through Friday, 6:30 AM - 6:30 PM, all year round

7. What is the expected timeline for expenditure of requested funds?: Funds will support our Murray Club for 12 months during the 2023-24 school year and through the summer of 2024.

8. What is the expected timeline and duration of the program (if different from expenditure timeline)?: NA

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9. Where is the program held (if different from agency location)?: The Larry H. & Gail Miller Family Murray Club is located at 244 E Myrtle Ave, Murray, Utah 84107.

10. What public purpose will this program serve (i.e., how will this benefit a majority of Murray residents)?:

a. How does the appropriation benefit the community as a whole?

A 2015 study conducted by the Institute for Social Research and the School of Public Health at the

University of Michigan found that for every \$1 spent in a Boys & Girls Clubs program in Utah, \$10.80

in benefits are returned to the individual and society. The average cost for youth involved in the

Juvenile Justice system is \$408 per day and for secure confinement is \$588 per day (\$214,620 per

year) according to Youth.gov. We seek to empower youth to be contributing members to their community.

b. Does the appropriation directly relate to the functions of government?

Although our programs don't directly relate to the functions of government, they do assist government

agencies in their goal to provide meaningful education and support systems to help youth. In the long

term, our programs reduce crime and benefit government agencies by lowering costs related to

crime and the Juvenile Justice system.

c. What is the intended ultimate goal or benefit to the public?

One of our organizational goals is to keep youth on grade level and prepare them to enter into the

workforce. We also keep youth safe in our facilities with a number of methods such as providing

trauma-informed care and de-escalation tactics within our facilities. We also provide safe transportation

from Murray schools to our Clubs. Our programs are preventing kids from engaging in risky behaviors

such as drugs, crime, and dating violence with our preventative programming.

d. Are Murray residents or private parties the primary beneficiaries?

Murray residents and their children are the primary beneficiaries. We give ease to parents with

children in our programs and allow them flexibility to improve their careers and situations. Our

programs reduce the risk of future crimes, ER visits, and reduces the cycle of intergenerational

poverty for residents in Murray City.

e. Is the benefit to Murray residents speculative?

The benefits are immediate. 92% of youth members reported feeling safe in our Clubs in our National Youth Outcomes Initiative surveys. We help support parents who are Murray residents in achieving a safe place for their kids to go after school and during the summer. Youth members expand their knowledge in academics, STEM, and 21st-century skills building as well as engage in local service projects. With us, youth are more likely to be productive contributors in our communities.

f. What is the probability that the public interest will be served and to what degree?

The Murray Club has served the public interest since 1967. Since then, we have responded to the needs of the youth of Murray City. We recently renovated and expanded our Murray Club to be a state-of-the-art facility and to anticipate growth. currently, we have a waiting list of 60 youth w in need of our services and our facility is built to take them on plus more. We aim to increase our staffing numbers to meet this need and continue to meet this need as our community grows.

g. Does the expenditure have as its primary objective the benefit of a private interest?

No.

11. Describe how the community will be notified of the program (application, referral, social media, website, etc.):

We recruit at local schools where we provide transportation to our Clubs -- Longview, McMillan, Parkside, Grant, Horizon, Liberty, and Riverview Elementary Schools; Hillcrest Junior High and Murray High. We solicit fliers at these schools and participate in back to school events to promote our services to Murray families. We maintain a community presence at local events such as the annual Murray Day Festivities and our own local event, Day 4 Kids, a community event open to the public. We utilize social media to advertise, promote through our website, and accept referrals from schools.

12. Describe how eligibility of any individual beneficiaries will be determined for the program:

Eligibility is open to all youth, ages 3-18, with no criteria for membership.

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## PROGRAM OVERSIGHT

13. Identify and Describe other sources of funding used for the program:

We have sustained operations since 1967 and maintain a diverse funding strategy comprised of government grants, private foundations, program fees, corporate support, and individual donations to maintain a sustainable long-term funding strategy. We have 25 community leaders serving on our board. They all support funding efforts by making a personal contribution, providing professional advice, community connections, stewardship and solicitation efforts, and more. We currently maintain 3 months of on-hand cash or approximately \$1.4M for the entire organization.

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14. Briefly describe your agency's fiscal oversight/internal controls to minimize opportunities for fraud, waste, and mismanagement:

We work closely with our Accounting Department to earmark, track, manage, and report the use of funds appropriately. We designate allocations utilizing a Funding Source Fact Sheet. The use of any funds must follow the guidelines laid out within these designated allocations. Each department and program lead use the Funding Source Fact Sheet as their guide. All contributions received are separated by their contributors and their funding targets on all platforms of notation.

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15. How does your agency plan to segregate these funds from other agency funds for purposes of identification, tracking, reporting and audit?:

We create a tracking document called a Funding Source Fact Sheet which designates allocations and instructs how funds are to be used, committed practices and assigned duties in regards to specific funds, and the dates the funds are assigned to be used within. We utilize labor allocations in our accounting software and manage time-keeping for all staff with Paycom.

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16. What other financial resources are committed to the program?:

The following are sources of committed funders: George S. & Dolores Dore Eccles Foundation, State Board of Education,  
Call Family Foundation, Florence J. Gillmor Foundation, Bruce & Cecilia Petersen Foundation, Department of Health,  
Marriner S. Eccles Foundation, American Express, Goldman Sachs, Sorenson Legacy Foundation, IHC Community  
Partner Fund, Marquardt Family Charitable Foundation, Vern & Marve Wolcott Charitable Foundation, R. Harold Burton  
Foundation, Willard L. Eccles Foundation, Discover Financial Services, and the Emma Eccles Jones Foundations.

17. Describe the experience, number of staff, and percent of time each staff member will commit to the project:

At the Murray Club, we have 3 Directors (Club Director, Teens Director, Juniors Director), 4 Lead Teachers, 2 Front  
Desk Associates, 1 Lead Youth Development Provider (YDP), 1 Child Care YDP, 4 Teen YDPs, 9 Juniors YDPs, 3  
Drivers, 1 Membership Secretary, and 1 Juniors Assistant Director -- all of whom commit 100% of their time to this project.  
Our President & CEO, Vice President and Head of Finance and Administration, Director of Club Services, Director of  
Operations, and our Director of Philanthropy commit 14% of their time to this project. 34 staff members at 100% and 5 at 14%

18. Describe the amount and other sources of funding that will cover salaries and operational expenses for the organization:

Program Fees/Dues \$587,900

Other Government Grants \$1,480,730

Committed Foundation Grants \$85,000

Committed Corporate Grants \$124,888

Committed Individual Contributions \$95,000

19. Describe the organization's relative experience in undertaking a program of similar scope and complexity:

The Murray Club is the flagship of our seven program sites we operate. Just like the Murray Club, each Club represents  
a community and there are varied and different funding opportunities in each community. Some Clubs are in rural locations  
and some are in cities such as the Murray Club. We work with specific city councils when there is an opportunity available  
to do so. We also work with or Board of Directors who maintain connections in the communities we serve and utilize  
their knowledge and expertise in identifying appropriate potential funding sources.

20. How will these funds further the mission of your organization?

These funds will directly support the operations of the Murray Club transportation from Murray schools to the Club, program supplies, salaries, food, overhead costs of the building and utilities needed to offer or program. This will be accomplished by funding our Murray Club and empowering our employees who are certified experts in their trade to educate and help our youth members succeed in school, foster a passion for a career beyond high school, guide them in living a healthy life, and empower them as engaged citizens.

21. Please provide a power point presentation to be given at a City Council meeting. The presentation should include at a minimum: an overview of the organization, services provided by the organization, the financial request, the public purpose (i.e., the benefit to a majority of Murray residents) and how the funds will be used. Presentations should not exceed 5 minutes length.

## **ATTACHMENTS**

Please include the following documents with your application, Incomplete applications will not be considered for funding.

Proof of non-profit status

By-Laws

Articles of Incorporation/Utah Certificate of Formation

Organization chart

Existing Annual Budget

Proposed program budget, including line-item expenses

Personnel policies and volunteer policies

Presentation

Certificate/proof of insurance (professional and general liability)

## CERTIFICATIONS

**THE APPLICANT CERTIFIES TO THE BEST OF HIS/HER KNOWLEDGE AND/OR ACKNOWLEDGES:**

- a. The information submitted to the Murray City in this application, and substantially in connection with this application, is true and accurate.
- b. The applicant organization is compliant with applicable laws, regulations, ordinances, and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity, or inadequate capital to complete the project.
- c. The applicant organization is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with its creditors that could have an adverse material impact on the program.
- d. The applicant organization must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the program.
- e. If funded, grant awards will be made in the form of a sub-recipient agreement executed between the applicant and the City. The grant period, scope, allowable budget, and reporting requirements will be outlined in the contract between the nonprofit and the City. Payments will be made on an itemized basis; no lump sums will be distributed through this program.
- f. Submitting incomplete, false, or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance.
- g. Applicant must complete entire application to be eligible.

  
\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
7-28-2023  
\_\_\_\_\_  
DATE

P.O. Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 4077589886  
Jan. 20, 2016 LTR 4168C 0  
87-0304654 000000 00  
00025654  
BODC: TE

BOYS & GIRLS CLUBS OF GREATER SALT  
LAKE  
% BOB DUNN  
PO BOX 57071  
MURRAY UT 84157-0071

000801

Employer ID Number: 87-0304654  
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Dec. 17, 2015, regarding your tax-exempt status.

We issued you a determination letter in October 1974, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

4077589886  
Jan. 20, 2016 LTR 4168C 0  
87-0304654 000000 00  
00025655

BOYS & GIRLS CLUBS OF GREATER SALT  
LAKE  
% BOB DUNN  
PO BOX 57071  
MURRAY UT 84157-0071

Sincerely yours,



Jeffrey I. Cooper  
Director, EO Rulings & Agreement

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**THE BOYS & GIRLS CLUBS OF GREATER SALT LAKE**  
(a Utah nonprofit corporation)

These amended and restated bylaws are adopted for the governance of THE BOYS & GIRLS CLUBS OF GREATER SALT LAKE, a Utah nonprofit corporation (herein referred to as the “**Corporation**”). These Bylaws have been duly authorized and adopted by the requisite vote of the Board of Directors of the Corporation incident to and preceding the closing of a merger of the Boys & Girls Clubs of Greater Salt Lake with and into the Boys & Girls Clubs of South Valley and are to be effective immediately upon the effective date of the consummation and closing of the said merger under the laws of the State of Utah. All previous bylaws of the Corporation have been repealed.

**ARTICLE 1**  
**PURPOSES**

The Corporation shall have the right to do and accomplish all things and engage in all lawful transactions that a nonprofit corporation organized under the laws of the State of Utah might do, accomplish, or engage in under the Utah Revised Nonprofit Corporation Act (the “**Nonprofit Act**”), subject to the restrictions, qualifications and limitations set forth in the Corporation’s Articles of Incorporation (the “**Articles**”). The Corporation is organized exclusively for one or more of the purposes specified in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), including those purposes referenced below and in the Articles.

**ARTICLE 2**  
**OFFICES OF THE CORPORATION**

**Section 2.1. Principal Office.** The principal office of the Corporation in the State of Utah shall initially be located at 669 South 200 East, Suite 100, Salt Lake City, Utah 84111. The Corporation’s Board of Directors (the “**Board**” or “**Board of Directors**”) may change the principal office from time to time by filing the applicable form(s) with the Utah Division of Corporations and Commercial Code. The Corporation may have such other offices, either within or without the State of Utah, as the Board may designate or as the business of the Corporation may require from time to time.

**Section 2.2. Registered Office.** The registered office of the Corporation in the State of Utah may be, but need not be, identical with the principal office in the State of Utah, and the Board may change the address of the registered office from time to time by filing the applicable form(s) with the Utah Division of Corporations and Commercial Code.

## ARTICLE 3 BOARD OF DIRECTORS

**Section 3.1. Powers.** The Corporation shall be managed under the direction of the Board of Directors, which shall be vested with all powers, privileges and rights of a governing board under the Nonprofit Act, and shall have final authority to establish and resolve all matters and questions of policy.

**Section 3.2. Number, Term, Election, and Qualification of Directors.**

(a) **Number.** The number of directors to serve on the Board (the “**Directors**”) shall be specified from time to time by resolution of the Board, but shall not be less than three (3).

(b) **Terms.** All Directors shall be elected for terms of three years.

(c) **Election.** Directors shall be elected at each annual meeting of the Board (or at any special meeting specifically called for such purpose), to fill the positions on the Board held by those Directors whose terms have expired or are expiring. Vacancies on the Board may be filled at any time, as provided below. Directors may be re-elected to successive terms; provided, however, that no director shall be permitted to serve more than three (3) consecutive terms unless otherwise approved by the affirmative vote of at least sixty-seven percent (67%) of the other Board members. All Directors shall execute and be bound by the terms of the Board Participation Agreement, unless such requirement is expressly waived by a vote of the majority of the other Directors.

(d) **Qualifications.** All Directors to be elected shall meet such qualifications as may be prescribed for such Directors from time to time in the Articles, these Bylaws, the Nonprofit Act, or by the Board. Unless otherwise so determined by the Board, Directors need not be residents of the State of Utah.

(e) **Removal; Resignation.** Any Director may be removed at any time, with or without cause, by the affirmative vote of a majority of the other Directors then in office, at any meeting specifically called for such purpose. Any Director may resign at any time by giving written notice to the other members of the Board, or to the Chair of the Board, or to the Chief Professional Officer or Chief Professional Officer of the Corporation. Upon a majority vote of the Board of Directors confirming the same, a Director may be considered to have resigned for failing to: (a) attend the minimum number of Board meetings required pursuant to the terms of the Board Participation Agreement or otherwise established by the Board; or (b) meet his or her other obligations under the Board Participation Agreement or otherwise established by the Board. Resignations shall take effect upon delivery or at any subsequent time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(f) **Vacancies.** Vacancies on the Board, including vacancies created by an increase in the number of directors or from removal or resignation of a director, shall be filled by the affirmative vote of a majority of the Directors at any annual, regular or

special meeting specifically called for such purpose. A person so appointed to fill a vacancy shall be appointed for a three year term.

**Section 3.3. Compensation.** Directors shall not receive compensation for their services as such, although by resolution of the Board, the Corporation may pay Directors' reasonable expenses, if any, of attendance at each meeting of the Board, and may pay Directors a fixed sum for attendance at each meeting of the Board. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor; provided that each specific service and the rate of compensation therefor shall be approved by the other members of the Board in each instance.

**Section 3.4. Chair.** A majority of the Directors serving on the Board may elect one of the Directors to serve as chair of the Board (the "**Chair**"). The Chair shall hold such position until the next annual meeting of the Board and until his or her successor has been duly elected, or until his or her earlier death, resignation or removal. If the election of the Chair is not held at such meeting, or if such meeting is not held, such election may be held at any subsequent regular or special meeting. The Chair shall preside at meetings of the Board, and shall present, or cause to be presented, a report of the condition of the business of the Corporation at the annual meeting of the Board. The Chair shall perform such other duties as are incident to the position, are required by law, or are specified by the Board by resolution.

**Section 3.5. Right of Inspection.** Every director shall have the right at any reasonable time to inspect all the Corporation's books, records and documents of every kind.

**Section 3.6. Committees.**

(a) **Authority, Responsibilities of Committees**. The Board may from time to time establish committees consisting of one or more Directors. The authority and responsibilities of each committee, as well as its composition, shall be determined from time to time by the Board. The Board, in its discretion, may authorize committees to use third party consultants or advisors to the committee on a case by case basis, the terms and conditions of such services to be reviewed and approved by the Board. The delegation of authority to any committee shall not operate to relieve the Board or any Director from any responsibility imposed by the Nonprofit Act or these Bylaws. Rules governing procedures for meetings of any committee of the Board shall be established by the Board, or in the absence thereof, by the committee itself.

(b) **Executive Committee**.

(1) **Executive Committee Members; Term of Office**. The Corporation shall have an Executive Committee comprised of the Chair, the past Chair holding such office immediately preceding the current Chair, one or more Vice-Chairs, a Secretary, a Treasurer and one or more members at large as elected by the affirmative vote of a majority of the Directors at the annual meeting of the Board. The members of the Executive Committee shall hold such position until the next annual meeting of the Board and until his or her successor has been duly elected, or until his or her earlier death, resignation or removal . If the election of the Executive Committee members is not held at the annual meeting, or if such meeting is not held, such

election may be held at any subsequent regular or special meeting called for such purpose. The Board may, in its discretion, elect additional members of the Executive Committee by the affirmative vote of a majority of the Directors at any annual, regular or special meeting specifically called for such purpose. The Executive Committee may not have more than ten (10) members.

(2) Meetings. The Executive Committee shall meet prior to all annual and regular meetings of the Board or at such other times as the Executive Committee deems necessary or advisable in its discretion.

(3) Powers and Duties Generally. The Executive Committee shall have the following powers and duties with respect to the Corporation:

(i) Rely on external counsel as needed, review all legal matters affecting the Corporation and formulate recommendations to the Board;

(ii) Review the Corporation's insurance program annually and make recommendations for approval by the Board of coverage needed by the Corporation;

(iii) Review and analyze the Corporation's programs and make recommendations to the Board regarding modifications to existing programs or the creation of new programs;

(iv) Make recommendations and provide reports to the Board regarding other Board committees and monitor and work with such committees to accomplish their respective purpose;

(v) Formulate and make recommendations to the Board regarding such other matters as the Executive Committee deems necessary or advisable;

(vi) Perform an annual performance and compensation review of the Executive Director; and

(vii) Perform all other duties and responsibilities of the Board, except those enumerated in section 4 below.

(4) Limitations on Authority of Executive Committee.

(i) amend or repeal the Articles of Incorporation of the Corporation or these Bylaws or adopt new Articles of Incorporation or Bylaws;

(ii) elect or remove any director or committee member or any officer of the Corporation;

(iii) adopt a plan of merger or consolidation with any other corporation or entity;

(iv) execute or otherwise enter into, on behalf of the Corporation or which has the effect of obligating the Corporation, any contract, agreement, or other arrangement pursuant to which the Corporation shall be obligated or otherwise bound for a period in excess of four (4) years, without prior approval of the Board;

(v) execute or otherwise enter into, on behalf of the Corporation or which has the effect of obligating the Corporation, any contract, agreement, or other arrangement pursuant to which the Corporation shall be obligated in an amount in excess of one hundred thousand dollars (\$100,000.00) in the aggregate, without prior approval of the Board;

(vi) authorize the sale, transfer or disposition of all or substantially all of the property or assets of the Corporation;

(vii) adopt a plan for distribution of the assets of the Corporation on dissolution; or

(viii) amend, alter or repeal any resolution of the Board of Directors

**(5) Powers and Duties of Executive Committee Members.**

(i) Chair. The Chair shall preside at meetings of the Executive Committee. The Chair shall perform such other duties as are incident to the position or are specified by the Board.

(ii) Vice-Chair. The Vice-Chair(s) shall preside at meetings of the Executive Committee in the absence of the Chair. The Vice-Chair(s) shall perform such other duties as from time to time may be assigned to the Vice-Chair(s) by the Chair, the Executive Committee or by the Board.

(iii) Secretary. The Secretary shall: (i) keep the minutes of the meetings of the Board and the Executive Committee; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; and (iii) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Chair, the Executive Committee or by the Board. Upon a majority vote by the Board, the role of Secretary and Treasurer may be filled by the same individual.

(iv) Treasurer. The Treasurer shall: (i) work closely with the Corporation's chief financial officer to monitor the financial management of the Corporation's funds and assets; (ii) present to the Board and Executive Committee at the annual and regular meetings the Corporation's financial statements, including, but not limited to, a balance sheet, profit and loss statement and cash flow statement; (iii) chair and oversee the activities of the finance committee of the Board, if any; and (iv) in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the Chair, the Executive Committee or by the Board. Upon a majority vote by the Board, the role of Secretary and Treasurer may be filled by the same individual.

(6) Removal; Resignation. Any member of the Executive Committee may be removed at any time, with or without cause, by the affirmative vote of a majority of the Directors then in office, at any meeting specifically called for such purpose. Any member of the Executive Committee may resign at any time by giving written notice to the other members of the Board, or to the Chair of the Board, or to the Chief Professional Officer of the Corporation. Resignations shall take effect upon delivery or at any subsequent time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(7) Vacancies. Vacancies on the Executive Committee, including vacancies created by removal or resignation, shall be filled by the affirmative vote of a majority of the Directors at any annual, regular or special meeting specifically called for such purpose. A person so elected to fill a vacancy shall hold such position until the next annual meeting of the Board and until his or her successor has been duly elected, or until his or her earlier death, resignation or removal.

(c) Other Committees. The Board of Directors may, by resolution, establish and designate one or more additional committees in order to facilitate the operations or activities of the Corporation. Individuals who are not members of the Board of Directors may, from time to time, be invited to serve as members of any one or more other committees of the Board; provided, however, that each other committee of the Board shall be chaired by a member of the Board of Directors of the Corporation. The chair of any other committee may also hold one (1) or more elective offices. Each committee of the Board shall each have that power and authority which the Board may, by resolution, confer upon the committee. The Executive Committee shall, at least annually, review the activities of all other committees of the Board established pursuant to this section, and recommend the creation or new or the dissolution of existing committees. The Executive Committee shall report to the Board of Directors regarding its review and recommendations at the annual meeting of the Board or at such other meeting as may be agreed by the Executive Committee and the Board of Directors.

(d) Limitation on Committee Authority. Notwithstanding anything in this section to the contrary, no committee of the Board of Directors, including but not limited to the Executive Committee of the Board, shall have the authority to do or to authorize any of the following:

(1) amend or repeal the Articles of Incorporation of the Corporation or these Bylaws or adopt new Articles of Incorporation or Bylaws;

(2) elect or remove any director or committee member or any officer of the Corporation;

(3) adopt a plan of merger or consolidation with any other corporation or entity;

(4) authorize the sale, transfer or disposition of all or substantially all of the property or assets of the Corporation;

- (5) adopt a plan for distribution of the assets of the Corporation on dissolution; or
- (6) amend, alter or repeal any resolution of the Board of Directors.

**Section 3.7. Voting.** The act of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Act, the Articles of Incorporation or these Bylaws; provided, however, that notwithstanding the foregoing, the following actions shall require the approval of at least sixty-seven percent (67%) of directors present or represented by proxy at a meeting at which a quorum is present:

- (a) the dissolution of the Corporation or the adoption or implementation of any plan of dissolution or any plan for the distribution of the assets or property of the Corporation on dissolution;
- (b) the merger or consolidation of the Corporation with or into any other corporation or entity, unless the Corporation will be the surviving entity;
- (c) the acquisition by the Corporation of all or a majority of the shares, membership or other ownership interests, or all or substantially all of the assets, of any entity, in any one or a series of related transactions;
- (d) the sale, transfer or disposition by the Corporation of all or substantially all of the assets of the Corporation in any one or a series of related transactions; and
- (e) the adoption or implementation of any conditions for membership or the admission of any members to the Corporation.

**Section 3.8. Honorary Directors.** Upon recommendation of any director or officer of the Corporation, the Board of Directors may confer the title of "Honorary Director", "Advisory Member" or the like upon individuals who have made an outstanding contribution to the Corporation or to the community generally. Persons to whom the title of "Honorary Director" or the like has been conferred shall have the privilege of attending all meetings of the Board of Directors and social functions hosted by the Corporation, but shall have no other rights (including voting rights) or responsibilities as a director or with respect to the management of the Corporation, and they shall not be deemed members of the Corporation.

## **ARTICLE 4 MEETINGS**

**Section 4.1. Regular Meetings.** The Board shall meet at such times and in such places as may be determined by the Chair of the Board, but no less frequently than quarterly, upon written notice of the hour, date and place of meetings to each director not less than two (2) days prior to the applicable meeting date. Notice shall be given in accordance with the provisions of **Section 4.8**.

**Section 4.2. Special Meetings.** The Chair of the Board, the executive director, or any two (2) directors may call a special meeting of the Board by providing written notice of the hour, date and place of the meeting in accordance with the provisions of **Section 4.8.**

**Section 4.3. Annual Meetings.** One of the regular meetings of the Board described above in **Section 4.1.** shall be designated as the Annual Meeting for the purposes of organization, election of officers and the transaction of other business.

**Section 4.4. Voting.** At any meeting of the Board, each director present at such meeting shall have one (1) vote on any matter. Voting by proxy shall not be permitted.

**Section 4.5. Action by Written Consent.** Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent, setting forth the action so taken, is affirmatively approved by at least the minimum number of directors that would be necessary to take the action at a meeting at which all of the directors then in office were present and voted.

**Section 4.6. Meetings by Telephone Conference.** Directors or committee members may participate in a meeting by telephone conference or similar communications equipment, so long as all persons participating in such meeting can hear and communicate with one another. Participation in a meeting through telephonic means shall constitute presence in person at such meeting.

**Section 4.7. Quorum.** A majority of the directors shall constitute a quorum for the transaction of business of the Board, but a lesser number may adjourn from time to time without notice other than an announcement of a lack of a quorum at the meeting, until a quorum shall attend.

**Section 4.8. Notice.**

(a) **Manner of Notice.** Notice of any regular or special meeting shall be given at least two (2) days prior thereto by written notice delivered personally, or delivered by confirmed air courier, e-mail (if correct e-mail address is confirmed in advance), facsimile transmission ("fax"), or first-class mail, to each director at such director's home or business address. If sent by confirmed air courier or mail, such notice shall be deemed to be given two days subsequent to when delivered to the air courier or deposited in a first-class postage-prepaid envelope in the United States mail addressed to such director's home or business address. If notice is hand delivered or given by e-mail or fax, such notice shall be deemed to be given upon the date it is actually received by the addressee.

(b) **Waiver of Notice.** Any director may waive notice of a meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

**Section 4.9. Presumption of Assent.** A director of the Corporation who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the

meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Corporation immediately after the adjournment of the meeting. No director may dissent regarding an action for which the director voted in favor.

## ARTICLE 5 OFFICERS

**Section 5.1. Designated Officers; Qualifications.** The officers of the Corporation shall be a Chief Professional Officer/President, and when so approved, a Vice President of Government Relations/Development. The Board may also elect or appoint such other Officers, assistant Officers and agents as the Board may consider necessary or appropriate. One person may simultaneously hold more than one office.

**Section 5.2. Election and Term of Office.** The Officers of the Corporation shall be elected annually by the Board at the annual meeting of the Board, or at any other meeting of the Board when vacancies exist or occur. If the election of Officers shall not be held at such meeting, or if such meeting is not held, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until such Officer's successor shall have been duly elected and shall have qualified or until such Officer's death or until such Officer shall resign or shall have been removed in the manner hereinafter provided. The appointment of an Officer shall not itself create any contract rights with the Corporation.

**Section 5.3. Removal.** Any Officer, assistant, agent or employee may be removed, with or without cause, at any time: (i) in the case of an Officer, assistant, agent or employee appointed by the Board, only by resolution of a majority of the Board; and (ii) in the case of any other Officer, assistant, agent or employee, by any Officer of the Corporation or committee of the Board upon whom or which such power of removal may be conferred by the Board. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**Section 5.4. Resignation; Vacancies.** Any Officer or agent may resign at any time, subject to any rights or obligations under any existing contracts between the Officer and the Corporation, by giving written notice to the Board, the Chair of the Board or the Executive Director. An Officer's resignation shall take effect at the time specified in the notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by the Board for the unexpired portion of the term.

**Section 5.5. Chief Professional Officer.** The Chief Professional Officer shall, subject to the direction and supervision of the Board: (i) be the chief executive and administrative officer of the Corporation with general responsibility for all day-to-day operations of the Corporation and control of its affairs and business and general supervision of its other Officers, agents and employees; (ii) propose, prepare and present to the Board specific programs and activities that will further the Corporation's purposes; (iii) direct and supervise the implementation of the orders, resolutions, programs and activities approved by the Board; and (iv) perform all other duties and responsibilities as may from time to time be assigned to the Chief Professional Officer

by the Board. The Chief Professional Officer may be authorized to execute contracts on behalf of the Corporation.

**Section 5.6. Compensation.** The compensation of the Officers shall be fixed from time to time by the Board, and no Officer shall be prevented from receiving such compensation by reason of the fact that he or she is also a Director of the Corporation.

## **ARTICLE 6** **EXECUTION OF INSTRUMENTS**

**Section 6.1. Execution of Instruments.** The Board may authorize in writing any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of, and on behalf of, the Corporation, and such authority may be general or confined to specific instances.

**Section 6.2. Loans.** No loan or advance shall be contracted for or on behalf of the Corporation, no negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the Corporation shall be mortgaged, pledged, hypothecated or transferred as security for the payment of any loan, advance, indebtedness or liability of the Corporation unless and except as authorized by the Board. Any such authorization may be general or confined to a specific instance or transaction.

**Section 6.3. Checks, drafts, and orders.** All checks, drafts and orders for payment of money in excess of \$5000.00 shall be signed in the name of the Corporation by any officer of the Corporation authorized by the Board to so act. The Director of Finance shall review the Corporation's bank statements on a regular basis.

**Section 6.4. Deposits.** All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositaries as the Board may select.

**Section 6.5. Contracts.** The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Notwithstanding any provision to the contrary in these Bylaws or the Nonprofit Act, no Director or Officer of the Corporation shall be entitled to execute or otherwise enter into, on behalf of the Corporation or which has the effect of obligating the Corporation, any contract, agreement or other arrangement pursuant to which the Corporation shall be obligated in an amount in excess of ten thousand dollars (\$10,000.00) in the aggregate or lasting longer than three (3) years, without the prior approval of the Board.

**Section 6.6. Conflicts of Interest and Procurement.** The Corporation shall be required to obtain competitive bids for any expenditure for the purchase or rental of goods, property or services in excess of \$10,000 in the aggregate. The Directors and Officers of the Corporation shall have no undisclosed economic interest in the process of securing contracts. If any person who is a Director or Officer of the Corporation is aware that the Corporation is about to enter into any business transaction directly or indirectly with himself, any member of his family, or any entity in which he has any legal, equitable or fiduciary interest or position, including without

limitation as an officer, shareholder, partner, beneficiary or trustee, such person shall (a) immediately inform those charged with approving the transaction on behalf of the Corporation of his interest or position, (b) aid the persons charged with making the decision by disclosing any material facts within his knowledge that bear on the advisability of such transaction from the standpoint of the Corporation, and (c) not be entitled to vote on the decision to enter into such transaction.

## **ARTICLE 7** **POWER OF THE BOARD TO BORROW MONEY**

The Board shall have full power and authority to borrow money whenever in the discretion of the Board the exercise of such power is required in the general interests of the Corporation, and in such case the Board may authorize the proper Officers of the Corporation or the Chief Professional Officer to make, execute and deliver in the name of and in behalf of this Corporation such notes, bonds and other evidences of indebtedness as the Board shall deem proper, and the Board shall have full power to mortgage the property of the Corporation, or any part thereof, as security for such indebtedness, and no further action shall be requisite for the validity of any such note, bond, evidence of indebtedness or mortgage. The Corporation shall not receive any loan or otherwise incur any financial obligation to a current Officer or Director unless such transaction is approved at a meeting of the Board by a 67% or greater vote.

## **ARTICLE 8** **INDEMNIFICATION**

**Section 8.1. Indemnification.** To the maximum extent allowed by the Articles and the Nonprofit Act, the Corporation shall indemnify all Directors and Officers of the Corporation against any and all claims and liabilities to which the Director or Officer may become subject by reason of serving or having served as a Director or Officer of the Corporation, or by reason of any action alleged to have been taken, omitted or neglected as such Director or Officer, and the Corporation shall reimburse such person for all attorneys' fees and other expenses incurred in connection with any such claim or liability, except that no such person shall be indemnified against or reimbursed for any expenses incurred in connection with any claim or liability arising out of his or her own fraud, malicious or willful misconduct or when injury or damage resulted from the illegal use of alcohol or a controlled substance.

**Section 8.2. Advances of Costs and Expenses.** The Corporation may pay costs and expenses incurred by a Director or Officer who acted on behalf of the Corporation in defending a civil or criminal action, suit or proceeding, in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the person that he or she shall repay the amount advanced if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized by these Bylaws or the Nonprofit Act.

**Section 8.3. Insurance.** By action of the Board, notwithstanding any interest of the Directors in such action, the Corporation may, subject to the provisions of the Nonprofit Act and these Bylaws, purchase and maintain insurance, in such amounts as the Board may deem appropriate, on behalf of any persons indemnified hereunder, against any liability asserted against any such person and incurred by such person in the capacity of or arising out of such

person's status as an agent, Officer or Director of the Corporation, whether or not the Corporation would have the power to indemnify such person against such liability.

**Section 8.4. Limitation of Indemnification.** Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the Corporation as an organization described in Section 501(c)(3) of the Code or would result in liability under Section 4941 of the Code.

## **ARTICLE 9 PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS**

No Director, Officer or employee of or person connected with the Corporation, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation, provided that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Corporation in carrying out any of its purposes as shall be fixed by the Board; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation. All Directors of the Corporation shall be deemed to have expressly consented and agreed that upon such dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, the assets of the Corporation, after all debts have been satisfied, then remaining in the hands of the Board shall be distributed, transferred, conveyed, delivered, and paid over, in such amounts as the Board may determine or as may be determined by a court of competent jurisdiction upon application of the Board, exclusively to charitable, religious, scientific, literary, or educational organizations which would then qualify under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder as they now exist or as they may hereafter be amended.

## **ARTICLE 10 LIMITATION ON LIABILITY**

No Director or Officer of the Corporation shall be personally liable to the Corporation for civil claims arising from acts or omissions made in the performance of his or her duties as a Director or Officer, unless the acts or omissions are the result of his or her fraud, malicious or willful misconduct, or the illegal use of alcohol or a controlled substance. Neither any amendment nor repeal of this Article, nor the adoption of any provision in these Bylaws inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

## **ARTICLE 11 INVESTMENTS**

The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board, without being restricted to the class of investments which a nonprofit corporation is or may hereafter be permitted by law to make, or any similar restriction; provided,

however, that no action shall be taken by or on behalf of the Corporation if such action is a prohibited transaction or would result in the denial of the tax exemption under Sections 502 or 503 or any other applicable section of the Internal Revenue Code of 1986 and the regulations promulgated thereunder as they now exist or as they may hereafter be amended.

## **ARTICLE 12 EXEMPT ACTIVITIES**

Notwithstanding any other provision of these bylaws, no Director, Officer, employee, or representative of this Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 and the regulations promulgated thereunder as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(c)(2) of such Code and regulations as they now exist or as they may hereafter be amended.

## **ARTICLE 13 AMENDMENT OF BYLAWS**

These Bylaws may be amended, altered, changed, added to or repealed by an affirmative vote of a majority of the Board at any regular or special meeting of the Board.

## **ARTICLE 14 GENERAL MATTERS**

**Section 14.1. Fiscal Year.** The fiscal year of the Corporation shall begin on July 1, 2014 and end on June 30, 2014 in each year, unless changed by resolution of the Board of Directors.

**Section 14.2. Construction; Definitions.** Unless the context requires otherwise, the general provisions, rules of construction and definitions in the Nonprofit Act shall govern the construction of these Bylaws. Any discrepancies or conflicts between the provisions of the Nonprofit Act, the Articles and these Bylaws shall, unless otherwise provided, be resolved by giving priority first to the Nonprofit Act, second to the Articles, and third to these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

**SECRETARY'S CERTIFICATE**  
**THE BOYS & GIRLS CLUBS OF GREATER SALT LAKE**

The undersigned hereby certifies that he or she is the duly appointed and acting Secretary of the Boys & Girls Clubs of Greater Salt Lake, a Utah nonprofit corporation, and that the foregoing Amended and Restated Bylaws were adopted by the Governing Board effective as of \_\_\_\_\_, 2015.

---

Jesse Theurer, Secretary

**AMENDED AND RESTATED**

**BYLAWS**

**OF**

**The Boys & Girls Clubs of Greater Salt Lake**

a Utah nonprofit corporation

Dated as of \_\_\_\_\_, 2015

**TABLE OF CONTENTS [\*\*UPDATE AFTER FINAL REVIEW\*\*]**

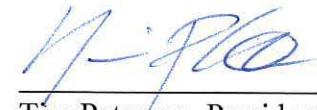
	Page
ARTICLE 1      PURPOSES.....	1
ARTICLE 2      OFFICES OF THE CORPORATION .....	1
Section 2.1.      Principal Office .....	1
Section 2.2.      Registered Office.....	1
ARTICLE 3      BOARD OF DIRECTORS .....	2
Section 3.1.      Powers .....	2
Section 3.2.      Number, Term, Election, and Qualification of Directors .....	2
Section 3.3.      Compensation .....	3
Section 3.4.      Chair .....	3
Section 3.5.      Right of Inspection .....	3
Section 3.6.      Committees.....	3
Section 3.7.      Voting.....	7
Section 3.8.      Honorary Directors.....	7
ARTICLE 4      MEETINGS .....	7
Section 4.1.      Regular Meetings.....	7
Section 4.2.      Special Meetings .....	8
Section 4.3.      Annual Meetings .....	8
Section 4.4.      Voting.....	8
Section 4.5.      Action by Written Consent .....	8
Section 4.6.      Meetings by Telephone Conference .....	8
Section 4.7.      Quorum.....	8
Section 4.8.      Notice .....	8
Section 4.9.      Presumption of Assent.....	8
ARTICLE 5      OFFICERS.....	9
Section 5.1.      Designated Officers; Qualifications .....	9
Section 5.2.      Election and Term of Office .....	9
Section 5.3.      Removal.....	9
Section 5.4.      Resignation; Vacancies .....	9
Section 5.5.      Chief Professional Officer.....	9
Section 5.6.      Compensation .....	10
ARTICLE 6      EXECUTION OF INSTRUMENTS.....	10
Section 6.1.      Execution of Instruments.....	10
Section 6.2.      Loans .....	10
Section 6.3.      Checks, drafts, and orders.....	10
Section 6.4.      Deposits .....	10

**TABLE OF CONTENTS**  
**(continued)**

	Page
Section 6.5. Contracts.....	10
Section 6.6. Conflicts of Interest and Procurement .....	10
<b>ARTICLE 7 POWER OF THE BOARD TO BORROW MONEY .....</b>	<b>11</b>
<b>ARTICLE 8 INDEMNIFICATION .....</b>	<b>11</b>
Section 8.1. Indemnification.....	11
Section 8.2. Advances of Costs and Expenses .....	11
Section 8.3. Insurance .....	11
Section 8.4. Limitation of Indemnification .....	12
<b>ARTICLE 9 PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS.....</b>	<b>12</b>
<b>ARTICLE 10 LIMITATION ON LIABILITY .....</b>	<b>12</b>
<b>ARTICLE 11 INVESTMENTS.....</b>	<b>13</b>
<b>ARTICLE 12 EXEMPT ACTIVITIES .....</b>	<b>13</b>
<b>ARTICLE 13 AMENDMENT OF BYLAWS.....</b>	<b>13</b>
<b>ARTICLE 14 GENERAL MATTERS .....</b>	<b>13</b>
Section 14.1. Fiscal Year.....	13
Section 14.2. Construction; Definitions .....	13

**SECRETARY'S CERTIFICATE**  
**THE BOYS & GIRLS CLUBS OF GREATER SALT LAKE**

The undersigned hereby certifies that he or she is the duly appointed and acting Secretary of the Boys & Girls Clubs of Greater Salt Lake, a Utah nonprofit corporation, and that the foregoing Amended and Restated Bylaws were adopted by the Governing Board effective as of March 4, 2015.



Tim Peterson, President

Date: 06/25/2015  
Receipt Number: 6046248  
Amount Paid: \$39.00

## ARTICLES OF MERGER

Between

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

And

**BOYS & GIRLS CLUBS OF SOUTH VALLEY**

RECEIVED  
JUN 25 2015

Utah Div. of Corp. & Comm. Code

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act (Section 16-6a-101, et.seq.), the undersigned corporations hereby submit these Articles of Merger for filing with the Division of Corporations and Commercial Code State of Utah and certify as follows:

MTM

1. The name, state of organization, and nature or type of each of the constituent entities to the merger are:

- (a) Boys & Girls Clubs of Greater Salt Lake, a Utah nonprofit corporation;  
and
- (b) Boys & Girls Clubs of South Valley, a Utah nonprofit corporation

2. An Agreement of Merger, setting forth the plan of merger, has been authorized and approved by each of the constituent entities in accordance with the Utah Revised Nonprofit Business Corporation Act. The Agreement of Merger has not been amended.

3. The board of directors of each of the constituent entities, by resolution adopted at a duly called meeting of such directors, authorized and approved the Agreement of Merger, setting forth the plan of merger.

4. There are no shareholders or members of the constituent entities and so no additional approval other than board of director approval was required.

5. The effective date and time of the merger is June 30, 2015, at 6:00 p.m., MDT.

6. The surviving corporation of the merger is Boys & Girls Clubs of South Valley.

7. The Articles of Incorporation of Boys & Girls Clubs of South Valley as in effect immediately prior to the effective date and time of the merger shall be the Articles of Incorporation of the surviving corporation of the merger, except that Article I thereof shall be amended, as of the effective time of the merger, to read in its entirety as follows: "The name of the corporation shall be Boys & Girls Clubs of Greater Salt Lake".

06-25-15 A11:10 RCV'D

IN WITNESS WHEREOF, these Articles of Merger have been executed by the undersigned this 25<sup>th</sup> day of June, 2015.

**Boys & Girls Clubs of Greater Salt Lake**

By: *Debra Schildknecht*  
Name: *Debra Schildknecht*  
Title: President and CEO

**Boys & Girls Clubs of South Valley**

By: *Bob Duvan*  
Name: *Bob Duvan*  
Title: Executive Director

---

FILED in the office of the Secretary of State, of the State of Utah, on the day of December A.D. 1967

CLYDE L. MILLER

Secretary of State

Filing Clerk

Fees 5.00

46908



## ARTICLES OF INCORPORATION

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned citizens of the City of Murray, County of Salt Lake, State of Utah, for the purpose of forming a non-profit corporation under and by virtue of the Laws of the State of Utah, hereby agree to the following ARTICLES OF INCORPORATION:

### ARTICLE I

#### NAME:

A. The name of this corporation shall be the MURRAY CITY BOYS' CLUB.

B. This corporation is organized at Murray City, County of Salt Lake, State of Utah.

### ARTICLE II

NAMES OF INCORPORATORS: The following named persons are incorporators of this organization:

<u>Name</u>	<u>Address</u>
William E. Dunn	350 Saunders Street Murray City, Utah
L. Clark Cushing	725 East 4800 South Murray City, Utah
J. Ephraim Wahlquist	121 West 5900 South Murray City, Utah
Clifford J. Brown	220 East Linden Way Murray City, Utah
LeRoy H. Griffiths	4610 Atwood Boulevard Murray City, Utah
Alvin W. Wahlquist	5624 Hillside Drive Murray City, Utah
J. Lowell Young	8 West Valley Drive Murray City, Utah
Lynn F. Pett	4915 Wasatch Street Murray City, Utah
Ronald A. Wright	276 Vine Street Murray City, Utah
James Harold Burgon, Jr.	4975 Atwood Boulevard Murray City, Utah

SEARCHED  
INDEXED  
FILED  
JAN-6-67

### ARTICLE III

MEMBERSHIP: Membership in this corporation shall be as provided in the Constitution.

### ARTICLE IV

DURATION: The period of existance and the duration of life of this corporation shall be perpetual unless sooner dissolved or disincorporated according to law.

### ARTICLE V

PURPOSE: The purposes for which this corporation is organized are:

A. To provide behavior guidance and to promote the health, social, educational, vocational and character development of boys; to receive, invest and disburse funds, and to hold property for the purposes of the corporation.

B. To form a non-profit organization which does not contemplate pecuniary gain or profit to officers or members.

C. To provide opportunities which will enable individual members of the Club to participate in activities that will strengthen their character, physically, mentally and morally.

D. To have an advisory council, not self-perpetuated, larger than the administrative board, which would serve as a representative body of our civic, religious and fraternal groups, to assist in carrying out the aims of the Murray City Boys' Club.

E. To encourage programs that will inspire boys of all avenues of society to greater heights of achievement in service to mankind in all endeavors, particular attention focused toward the underprivileged and handicapped or socially maladjusted child.

F. To seek well respected sponsors, supporters and active workers to encourage community support, with a good public relations program to further this cause.

## ARTICLE VI

PLACE OF BUSINESS: The principal place of business and office of the corporation shall be located at 5461 South State Street, Murray City, Utah.

## ARTICLE VII

INDIVIDUAL EXEMPTION: The private property of the stockholders shall not be liable for the corporate debt in any manner whatsoever and the members of the club not be personally liable for the debts and obligations thereof.

## ARTICLE VIII

### A: BOARD OF DIRECTORS:

(1) The management and control of the business and affairs of this corporation shall be vested in its Board of seven (7) directors, of whom three (3) shall constitute a quorum for the transaction of business. No change in the number of board members shall be made except by amendment of the Constitution.

(2) The Board of Directors shall have the powers as set forth in the Constitution and Bylaws.

(3) The Board of Directors shall have the power to adopt and amend Bylaws, rules, regulations and procedures not inconsistent with the Constitution and these Articles of Incorporation for the governing of this corporation.

### B: OFFICERS:

(1) The officers, their terms and duties, shall be such as are prescribed by the Constitution.

(2) Each officer must be a member in good standing of the corporation.

(3) All officers of the corporation, as between themselves and the corporation, shall have such authority and perform such duties in the management of the property and affairs of the corporation as may be provided in the Constitution and Bylaws.

(4) Vacancies in any elective office shall be filled as prescribed by the Constitution.

#### ARTICLE IX

ANNUAL MEETING: Unless otherwise ordered by the Corporation, the regular annual meeting of the members of this corporation shall be held in August of each year at a time and place to be fixed by the Board of Directors, for the purpose of nominations for the Board of Directors and for the transaction of such other corporate business as may be brought or may come before it. Each member shall be entitled to one vote.

#### ARTICLE X

SPECIAL MEETINGS: Special meetings of the members of this corporation may be called at any time by the Board of Directors upon written request of five percent (5%) of the members in good standing, or by motion duly passed in any regular or special meeting. Ten (10) days written notice shall be given to all members of the corporation prior to any such meeting.

#### ARTICLE XI

AMENDMENTS: These Articles of Incorporation may be amended by adoption of a resolution presented by the Board of Directors, or by a resolution signed by ten percent (10%) of the members of the corporation recommending the proposed amendment and directing that it be submitted to a meeting of the members of the corporation. Written or printed notice stating the proposed amendment or a summary of the changes to be effected thereby shall be given by first class mail, postage prepaid, directed to the last known address of each member entitled to vote at such meeting at least five (5) days prior thereto. The proposed amendment shall be adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting are entitled to cast.

ARTICLE XII

BOARD OF DIRECTORS:

A. The Board of Directors shall consist of representatives of those organizations contributing financially to the corporation; civic, fraternal and religious groups; and from the public at large.

B. Until the first annual meeting of the members of this corporation and until their successors are elected and qualified, the following named persons shall be directors of this corporation:

<u>Name</u>	<u>Address</u>	<u>Sponsor</u>
L. Clark Cushing	725 East 4800 South Murray City, Utah	Murray City
Calvin Gillen	5665 South 625 East Murray City, Utah	United Fund
Edward H. McGean	2214 Preston Street Salt Lake City, Utah	Salt Lake County Recreation Department
John C. Riches	4655 Meadow Road Murray City, Utah	Religious
Delbert Markham	425 East 6230 South Murray City, Utah	Fraternal
Raymond F. Welte	5779 Golden Drive Murray City, Utah	Public at Large
Don Blair	275 Mountain View Drive Murray City, Utah.	Public at Large

IN WITNESS WHEREOF, we, the undersigned incorporators, have subscribed our hands and seals this 5<sup>th</sup> day of January, 1967.

Wm E. Dunn

Alvin A. Wahlgren

L. Clark Cushing

J. Lowell Young

Raymond F. Welte

Lynn D. Bett

Clifford J. Brown

Ronald A. Wright

L. H. Griffiths

James Harold Buerger Jr.

STATE OF UTAH )  
: ss.  
County of Salt Lake )

On the 5<sup>th</sup> day of January, 1967, personally appeared before me William E. Dunn, L. Clark Cushing, J. Ephraim Wahlquist, Clifford J. Brown, LeRoy H Griffiths, Alvin W. Wahlquist, J. Lowell Young, Lynn F. Pett, Ronald A. Wright and James Harold Burgon, Jr., who being first duly sworn on oath, deposed and said that they are the Incorporators of the MURRAY CITY BOYS' CLUB; that they have read the contents of the foregoing Articles of Incorporation and that said Articles are true of their own knowledge and belief.

Subscribed and sworn to before me this 5<sup>th</sup> day of January, 1967.

LaRee C. Fin  
NOTARY PUBLIC  
Residing in Murray City, Utah

My Commission Expires:

Feb 6, 1967

600822-0141

RECEIVED

Amendment

JAN 15 2003

To the Articles of Incorporation

Utah Div. Of Corp. & Comm. Code

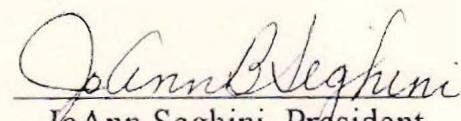
The South Valley Community Boys and Girls Clubs  
(formerly the Boys & Girls Club of Murray & Midvale)

PURSUANT TO A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS on the 13<sup>th</sup> day of November, 2002, the Articles of Incorporation of the South Valley Community Boys and Girls Clubs (formerly of the Boys & Girls Club of Murray & Midvale) are to read as follows:

Article I.

Name: The name of this corporation shall be **Boys & Girls Clubs of South Valley**.

PASSED, APPROVED AND ADOPTED this 13<sup>th</sup> day of November, 2002.

  
\_\_\_\_\_  
JoAnn Seghini, President  
Board of Directors

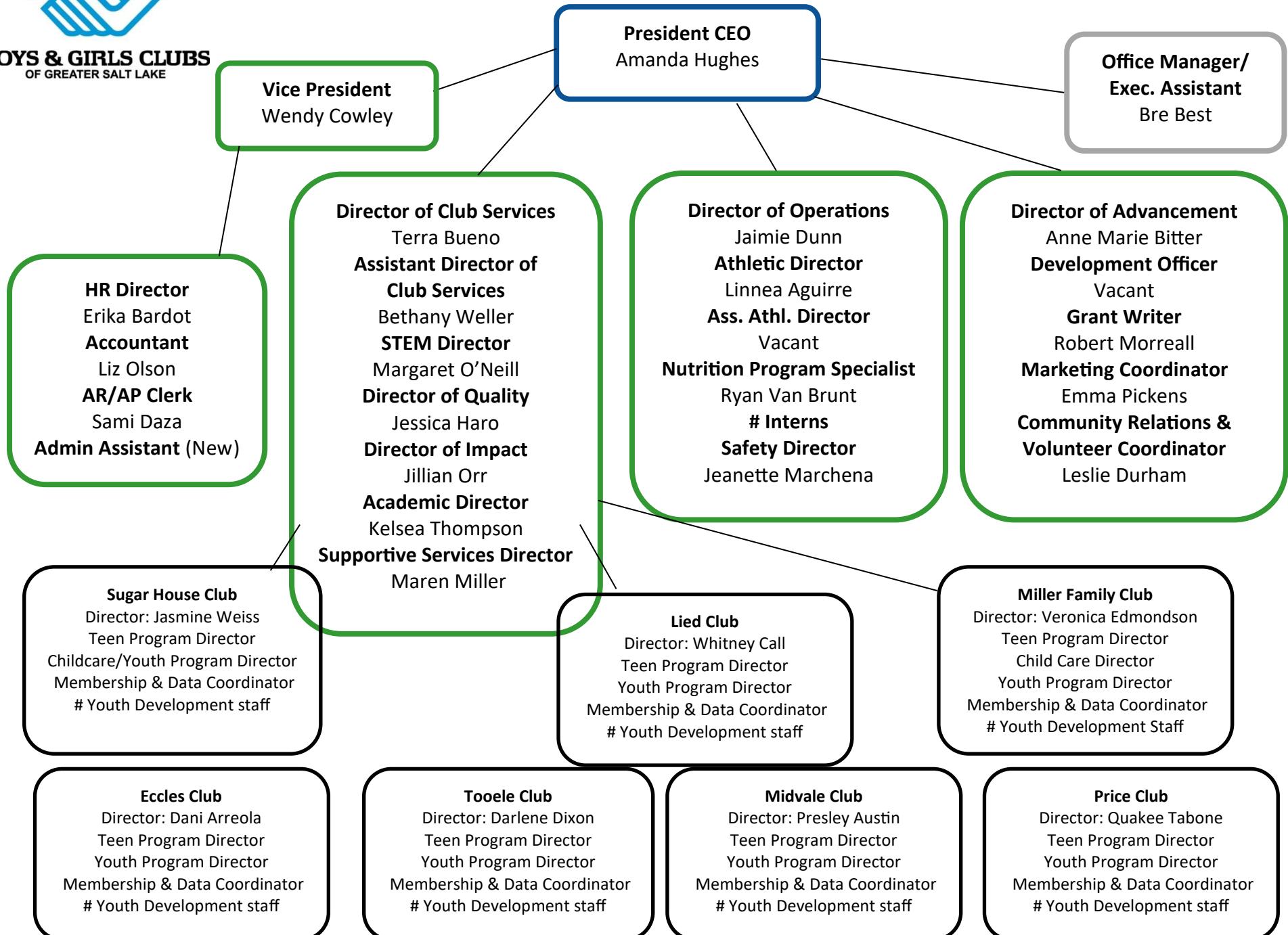
Approval of membership was not required.

01-15-03P04:50 RCVD



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

# 2023 Staff Organizational Chart





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

---

<b>Operating Budget FY 2023-24</b>	<b>Budget</b>
<b>REVENUE</b>	
PROGRAM FEES / DUES	1,485,935
FEDERAL GOVERNMENT GRANT <sup>(1)</sup>	3,485,513
STATE GOVERNMENT GRANTS	386,614
LOCAL GOVERNMENT GRANTS	141,000
FOUNDATIONS, CORPORATIONS & INDIVIDUALS	2,439,100
EVENT REVENUE	495,000
RENT/OTHER INCOME	48,500
INTEREST INCOME	12,300
<b>TOTAL REVENUE</b>	<b><u>8,493,962</u></b>
<b>EXPENSES</b>	
SALARIES	4,963,801
PAYROLL TAXES	382,255
GROUP INSURANCE	287,334
PENSION	42,000
PERSONNEL	116,900
COMMERCIAL INSURANCE	252,606
PROFESSIONAL FEES	230,220
PROGRAM SUPPLIES	92,400
CHILD CARE FOOD/SNACK	213,016
FURNITURE & EQUIPMENT	43,500
OFFICE SUPPLIES	9,435
DUES, SUBSCRIPTIONS, LICENSES	49,958
STAFF/VOLUNTEER RECOGNITION	68,800
TELEPHONE/INTERNET	48,975
UTILITIES	188,209
COMPUTER SUPPLIES, SOFTWARE & EQUIPMENT	28,551
JANITORIAL SUPPLIES & SERVICE	209,545
BUILDING MAINTENANCE	201,331
MINOR REPAIRS	78,000
BUILDING RENT / LEASE	189,525
MORTGAGE EXPENSES	157,560
VEHICLE EXPENSES	233,088
ADVERTISING EXPENSES	50,000

BOARD EXPENSES	18,500
EVENT EXPENSES	165,150
LEGAL & ACCOUNTING	79,850
BANK & CREDIT CARD FEES	35,985
CAPITAL PROJECTS / RESERVES <sup>(2)</sup>	57,468
<b>TOTAL EXPENSES</b>	<b><u>8,493,962</u></b>
	0

(1) *\$2,973,600 is one time ARPA funding*



## BOYS & GIRLS CLUBS OF GREATER SALT LAKE

### Larry H & Gail Miller Family Club

### Operating Budget FY 2023-24

### Budget

#### REVENUE

PROGRAM FEES <sup>(1)</sup> / DUES	587,900
MURRAY CITY	100,000
OTHER GOVERNMENT GRANTS <sup>(2)</sup>	1,480,730
FOUNDATIONS, CORPORATIONS & INDIVIDUALS	<u>304,888</u>
<b>TOTAL REVENUE</b>	<b><u>2,473,518</u></b>

#### EXPENSES

SALARIES	1,093,079
PAYROLL TAXES	82,386
GROUP INSURANCE	66,869
PENSION	5,100
PERSONNEL	6,129
COMMERCIAL INSURANCE	33,288
PROGRAM SUPPLIES	18,986
CHILD CARE FOOD/SNACK	60,856
FURNITURE & EQUIPMENT	6,214
OFFICE SUPPLIES	2,876
DUES, SUBSCRIPTIONS, LICENSES	9,772
STAFF/VOLUNTEER RECOGNITION	9,343
TELEPHONE/INTERNET	9,820
UTILITIES	41,130
JANITORIAL SUPPLIES & SERVICE	46,698
BUILDING MAINTENANCE	34,034
MINOR REPAIRS	20,714
BUILDING RENT / LEASE	0
VEHICLE EXPENSES	82,145
CAPITAL PROJECTS / RESERVES <sup>(2)</sup>	<b>844,077</b>
<b>TOTAL EXPENSES</b>	<b><u>2,473,518</u></b>

(1) \$100,957 of child care revenue is from State subsidized families

(2) \$1,146,000 is one time ARPA funding

**Boys&Girls&  
SafePlaces&  
Tutoring&  
Well-Being**



**Whatever It Takes to  
Build Great Futures.**



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

## **Policies & Procedures**

# **EMPLOYEE HANDBOOK**

# EMPLOYEE HANDBOOK

## ◊ TABLE OF CONTENTS ◊

Introduction .....	3
Notice .....	4
General Information .....	5
<b>1. EMPLOYMENT STATUS &amp; CLASSIFICATIONS</b>	
Employment at Will .....	7
Full Time/Part Time Classifications .....	7
Exempt & Non Exempt Status .....	8
Overtime .....	9
Equal Opportunity Employment .....	10
Americans with Disabilities Act (ADA) & Reasonable Accommodation .....	10
Commitment to Diversity .....	11
<b>2. INTERVIEWING, EMPLOYMENT APPLICATION, SCREENING &amp; ONBOARDING</b>	
Interviewing .....	11
Employment Application; Personnel Records .....	11
Personnel Files; Change in Status .....	12
Privacy & Social Security Numbers .....	13
Immigration Controls .....	13
Criminal Background Checks .....	14
Child Care Licensing .....	15
Reference Checks .....	16
Staff & Volunteer Onboarding .....	17
Driving Requirements .....	18
<b>3. EMPLOYEE SCHEDULES</b>	
Schedules, Attendance & Punctuality .....	19

4. EMERGENCY CLOSINGS .....	19
5. WAGES AND SALARIES	
Pay Periods & Timecards .....	20
Payroll Deductions .....	20
6. BENEFITS	
Paid Time Off (PTO) .....	21
Leaves of Absence .....	25
Paid Leaves of Absence.....	25
Unpaid Leaves of Absence.....	26
Insurance Coverage .....	31
Group Insurance .....	31
Short Term Disability .....	32
Life Insurance/AD&D.....	32
Long-Term Disability .....	32
Other Benefits .....	32
Holidays .....	32
Religious Observance .....	33
Healthcare and Dependent Care Flexible Spending .....	33
Mileage Reimbursement .....	34
Discount Services .....	34
Retirement & 401(k) Retirement Plan .....	34
7. SAFETY & WORKERS COMPENSATION	
Safety on the Job .....	35
Injury on the Job .....	35
Workers Compensation Benefits .....	36
Workers Compensation Fraud .....	36
Employee Assistance Program .....	36
8. EMPLOYMENT TERMINATION	
Advance Notice .....	36
Involuntary Terminations .....	37
Final Pay .....	37
Club Property & Confidential Information .....	37
Continuation of Insurance After Termination .....	37

# **EMPLOYEE HANDBOOK**

## **ϕ INTRODUCTION ϕ**

Welcome to Boys & Girls Clubs of Greater Salt Lake! This Employee Handbook (as amended, modified or supplemented from time to time, the “Handbook”) has been prepared to give you information about the benefits provided to you as a valued Employee of the Club. The Club’s code of ethics and conduct for Employees is set forth in a separate Employee Code of Conduct which you will receive in conjunction with this Handbook.

This Handbook describes, often in abbreviated form, many benefits and programs that are fully described in and/or governed by other plans, descriptions and booklets which you may receive separately. Nothing in this Handbook should be considered a modification of the terms set forth in these other plans, descriptions and booklets, or a restriction on the Club’s right to modify them at any time. Nevertheless, we ask that you read this Handbook carefully and suggest that you refer to this Handbook first whenever concerns arise. Please don’t hesitate to ask questions.

Your decision to give of your time and talents in aid of the development of our most valuable resource – the boys and girls of our community – is to be commended. We believe that you will enjoy your work and your fellow Employees at the Club. We also believe that you will find the Club a great place to work.

## ϕ NOTICE ϕ

The contents of this Handbook supersede all prior corresponding policies or any prior Employee handbooks or manuals provided by the Club. The Club reserves the right to make changes to this Handbook, including to the benefits and programs described in this Handbook, at any time or from time to time as determined by the Club in its sole discretion. The Club also reserves the right, in its sole discretion, to discontinue, suspend or eliminate any benefits or programs described in this Handbook at any time or from time to time without prior notice. In such event, the continuation of your employment with the Club will constitute your agreement to any such action. If and when this Handbook or any provision of this Handbook is changed, the Club will provide you with replacement pages and/or revised statements to the extent possible. Finally, the Club reserves the exclusive right and ability to interpret and apply the benefits and programs described in this Handbook. No provision of this Handbook may be used or interpreted so as to limit or contradict these disclaimers in any way.

This Handbook contains no promises or guarantees of any kind regarding employment. Nothing in this Handbook may be construed as creating a contract of employment, or as a guarantee of employment for any duration, nor may it be regarded as an independent basis for employment. Unless otherwise expressly set forth in a separate written agreement between you and the Club, if any (which agreement may be approved only by the Chief Executive Officer (CEO) of the Club), your employment with the Club is for an indefinite duration and may be terminated by you or by the Club, with or without cause and with or without notice. No Employee, officer, supervisor, manager or other representative of the Club, other than the CEO, has any authority to make any promise regarding the duration, conditions or terms of employment, or to make any changes to the benefits or programs described in this Handbook, which is different from or inconsistent with these provisions.

Thank you again for agreeing to devote your time and talents to Boys & Girls Clubs of Greater Salt Lake. We're happy to have you on board!

# BOYS & GIRLS CLUBS OF GREATER SALT LAKE

## ϕ GENERAL INFORMATION ϕ

Boys & Girls Clubs of Greater Salt Lake is a private, non-profit organization affiliated with Boys & Girls Clubs of America. Clubs in Utah were established in 1967. Governed by a volunteer Board of Directors, the Club currently has operations in Salt Lake, Carbon, and Tooele Counties.

### LOCATIONS:

<b>Administrative Office</b>	179 East 5065 South Murray, Utah 84107 P: (801) 322-4411 F: (801) 322-4435
<b>Larry H. &amp; Gail Miller Family Club</b>	244 Myrtle Avenue (5065 South) Murray, Utah 84107 P: (801) 284-4254 F: (801) 288-2225
<b>Lied Club</b>	464 South Concord (1235 West) Salt Lake City, Utah 84104 P: (801) 364-9118 F: (801) 746-0453
<b>Midvale Club</b>	7631 South Chapel Street (425 West) Midvale, Utah 84047 P: (801) 256-9008 F: (801) 256-3735
<b>Price Club</b>	60 East 100 North Price, Utah 84501 P: (435) 637-6066
<b>Spence Eccles Club</b>	141 North 600 West Salt Lake City, Utah 84116 P: (801) 531-7652 F: (801) 531-0709

**Sugar House Club** 968 East Sugarmont Drive (2225 South)  
Salt Lake City, Utah 84106  
P: (801) 484-0841  
F: (801) 484-4723

**Tooele Club  
Administrative Office**

352 North Main Street  
Tooele, UT 84074  
P: (435) 843-5719  
F: (435) 843-5798

**Club Site** Dow James Building  
438 West 400 North  
Tooele, UT 84074

**Teen Center** 102 North 7<sup>th</sup> Street  
Tooele, Utah 84074

Website: <https://www.gslclubs.org>  
Facebook: <https://www.facebook.com/bgcsaltlake/>  
Twitter: [https://twitter.com/BGC\\_SaltLake](https://twitter.com/BGC_SaltLake)  
Instagram: <https://instagram.com/bgcsaltlake>  
LinkedIn: LinkedIn BGC GSL

## **EMPLOYMENT STATUS & CLASSIFICATIONS**

### **EQUAL OPPORTUNITY EMPLOYER**

#### **Employment-At-Will**

The relationship between the Club and its Employees is one of “employment-at-will”. This means that, unless otherwise expressly set forth in a separate written agreement between the Employee and the Club, if any (which agreement may be approved only by the CEO of the Club): (1) employment is for an unspecified duration; and (2) the employment relationship between the Club and the Employee may be terminated by either the Club or the Employee at any time with or without cause and with or without notice.

#### **Full-Time, Part-Time and Temporary Classifications**

The following table defines the primary classifications for Club Employees: full-time, ¾- time, part-time, temporary and youth worker:

<b>STATUS</b>	<b>DEFINITION</b>
Full-time	An individual who is hired for a designated full-time position and is normally scheduled, on a continuous basis, to work a minimum of forty (40) hours per week. Full-time Employees are generally eligible for, among other things, all Employee group insurance benefits and paid leave provided by the Club.
3/4-time	An individual who is hired for a designated 3/4-time position and is normally scheduled, on a continuous basis, to work a minimum of forty (30) hours per week. 3/4-time Employees are generally eligible for, among other things, all Employee group insurance benefits and paid leave provided by the Club.
Part-time	An individual who is hired for a designated part-time position and is normally scheduled to work, on a continuous basis, fewer than thirty (30) hours per week. Part-time Employees are not eligible for paid leave.
Temporary/Seasonal	An individual who is hired for a specific set of tasks or duties and/or for a prescribed period of time which is generally, although not always, less than six (6) months. A temporary Employee is not eligible for, among other things, any Employee group benefits or paid leave provided by the Club.
Youth Worker	An individual under the age of 18 who is 1) an official Employee of the Club and participating in a work-based learning program; 2) not an official Employee but a participant in a job-readiness program; or 3) serving as a volunteer.

**NOTE:** An Employee whose status changes from part-time to full-time will be considered hired on the date that the status change occurs for the purpose of calculating benefits.

## **Exempt and Non-Exempt Employee Status – Introduction**

Depending on job responsibilities, each Club Employee is classified as either “Exempt” or “Non-Exempt” for payroll purposes under the Fair Labor Standards Act (as amended, the “FLSA”). These two terms refer to whether or not an Employee is exempt from overtime requirements of the FLSA. The Club reserves the right, in its sole judgment, to determine whether an Employee is “exempt” or “non-exempt” in accordance with the FLSA.

### **Exempt Status**

An **exempt** Employee is one whose position meets the legal requirements of the FLSA to qualify for an exemption from the minimum wage and overtime requirements of the act. Thus, for example, exempt Employees do not receive overtime pay even though they may work in excess of forty (40) hours in a given workweek. As a general matter, exempt Employees typically perform work that is executive, managerial, administrative or professional in nature. By way of example, exempt Employees generally supervise other Employees, participate directly in the hiring or firing process, are called upon to exercise discretion and independent judgment in the performance of their primary duties and/or have advanced training in a field of science or learning.

Exempt Employees of the Club are paid on a salaried basis. They are paid to do a job, regardless of the hours worked. To enable the Club to carry out its mission and to further ensure the safety and security of Club members/clients, exempt Employees of the Club may be required to work more than forty (40) hours in a week. While exempt Employees of the Club may have some flexibility in their schedule as far as meeting their job requirements, they are still subject to a work schedule. Employees with an “exempt” status does not mean they are exempt from having to comply with their work schedule or from working 40 hours per week as a general matter. If an exempt Employee’s schedule must deviate from the set schedule, their supervisor’s prior approval is required.

Subject to the exceptions below, exempt Employees may not have their pay reduced for variations in the quantity or quality of work performed, including in connection with any jury service, witness service, temporary military leave or the like. Any Employee who believes that their salary has been reduced inappropriately should report this immediately to the CEO. Exceptions to this requirement include, but are not limited to, the following:

- Absences of one (1) or more full days for personal reasons other than sickness or disability
- Absences of one (1) or more full days due to sickness or disability
- Fees received by the Employee for jury or witness duty or military leave which are applied to offset pay otherwise due the Employee
- Deductions for unpaid leave taken in accordance with legitimate absence under the Family and Medical Leave Act. (FMLA)

### **Non-Exempt Status**

A **non-exempt** Employee is one whose position does not meet the legal requirements of the FLSA to qualify for an exemption from the minimum wage and overtime requirements of the mandate. Thus, for example, a non-exempt Employee is required to receive overtime pay for any hours worked in excess of forty (40) in any workweek (Monday-Sunday) at a rate equal to one and one-half times the Employee's base hourly rate.

Non-exempt Employees are prohibited from working unauthorized overtime. All overtime must be approved in advance by the Employee's supervisor. So-called "off-the-clock" work – work you may perform before you clock in, during any portion of your meal or rest break, or after you clock out – by non-exempt Employees is also prohibited. No non-exempt Employee of the Club may work off-the-clock, nor instruct or encourage a coworker to work off-the-clock.

No compensation (comp) time is to be given in lieu of overtime.

**All Employees** have their work time tracked and recorded, and are paid for each hour worked. Each Employee is responsible for submitting and verifying accurate records of hours worked. Falsifying reports of hours worked, or paid time off, are serious offenses that can result in disciplinary action up to and including termination.

### **Overtime**

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Nonexempt Employees will be paid overtime compensation at the rate of one and one-half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holiday, paid time off (PTO), bereavement time, and jury duty, does not apply toward work time. All overtime work must be approved in advance by a supervisor or manager.

## **Equal Opportunity Employment**

The Club is an equal employment opportunity ("EEO") employer. This means, among other things:

- All Employees and job applicants are guaranteed equality of employment opportunity. The Club will not discriminate against any worker or applicant on the basis of race, color, religion, sex, age, national origin or ancestry, sexual orientation, physical or mental disability, genetic information, citizenship, veteran status or disability.
- All recruitment, selection, placement, training and layoff decisions made by the Club will be based solely on organizational needs and the job-related qualifications and abilities of candidates.
- All personnel policies and practices of the Club, including compensation, benefits, discipline and safety will be administered and conducted without regard to any individual's race, color, religion, sex, age, national origin or ancestry, sexual orientation, physical or mental disability, genetic information, citizenship, veteran status or disability.
- The promotion or transfer of an Employee will be based solely on their ability, merit and seniority where applicable.
- The Club will take all necessary steps to ensure that each Employee's work environment is free of unlawful discrimination or harassment based on race, color, religion, sex, age, national origin or ancestry, sexual orientation, physical or mental disability, genetic information, citizenship, veteran status or disability.

The Club expressly prohibits retaliation against anyone who reports discrimination, harassment or any other violation of the Club's policies.

Employees who have EEO-related questions, problems or complaints should first communicate concerns to their immediate supervisor. If an Employee is unable to or would be uncomfortable discussing the matter with their immediate supervisor, then the Employee may contact the Human Resources Department and/or the CEO of the Club or their designee.

## **Americans with Disabilities Act (ADA) & Reasonable Accommodation**

The Club is committed to the fair and equal employment of individuals with disabilities under the ADA. It is The Club's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the company. The Club prohibits any harassment of, or discriminatory treatment of, Employees based on a disability or because an Employee has requested a reasonable accommodation. In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and

privileges of employment. An Employee with a disability may request an accommodation from the HR department and engage in an interactive process to clarify what the Employee needs and to identify possible accommodations. If requested, the Employee is responsible for providing medical documentation regarding the disability and possible accommodations. All information obtained concerning the medical condition or history of an applicant or Employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

It is the policy of The Club to prohibit harassment or discrimination based on disability or because an Employee has requested a reasonable accommodation.

The Club prohibits retaliation against Employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

### **Commitment to Diversity**

The Club is committed to creating and maintaining a workplace in which all Employees have an opportunity to participate and contribute to the success of the organization and are valued for their skills, experience, and unique perspectives. This commitment is embodied in Club policy and the way we provide service to our members and is an important principle of sound organizational management.

## **1. INTERVIEWING, EMPLOYMENT APPLICATION, SCREENING & ONBOARDING POLICY**

### **Interviewing**

Boys & Girls Clubs of Greater Salt Lake will conduct in-person behavioral-based interviews with every candidate for employment or program volunteer service. BGCA will provide behavioral-based interview questions for local use.

### **Employment Application; Personnel Records**

The Club will endeavor to make a reasonable accommodation of an otherwise qualified applicant or Employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon The Club's business operations.

## **Employment Application**

Information about job applicants is a critical part of the hiring process. A completed job application becomes part of an Employee's record. All information submitted on the job application is subject to verification by the Club. The Club reserves the right to terminate an Employee immediately and without notice upon discovery of any misrepresentation or significant omission in a job application.

## **New Hire Employee Paperwork**

All new Employees must present proper employment eligibility verification documentation and complete Form I-9 at time of hire.

No Employee may begin working until all paperwork is complete and submitted in person to Human Resources. Newly hired Employees must bring all completed paperwork, fingerprints (if applicable), driver's license (if applicable), and proof of eligibility to work in the United States and/or complete the online Onboarding Workflow through the Human Resources Information System (HRIS) Employee Portal.

The probationary period for Employees is 90 calendar days.

## **Personnel Files; Changes in Status**

The Club maintains a file for each Employee. These files are the property of the Club, and not the Employee. However, upon an Employee's request, the Club will generally provide the Employee's file to the Employee for review at a time convenient to both the Club and the Employee. An Employee should contact his or her supervisor initially to request to review their personnel file. Non-managerial Employees may only review their own files, and may not review the files of other Employees. Employees may or may not review their file after their employment has ended, at the Club's discretion and subject to applicable law.

For various business-related reasons, the Club maintains personal status information on each Employee. Among other things, this information may be necessary for proper administration of tax, payroll and benefits matters, as well as for legal and regulatory compliance. Employees are expected to keep their personnel records up to date. Any changes in status, including name, address, telephone number, marital status, name and details on dependents, beneficiaries, Form W-4 information, changes which would affect the Employee's I-9 Form, emergency contacts, driver's license status and education, should be promptly reported to Human Resources.

## **Privacy & Social Security Numbers**

**Purpose.** This policy and procedure explain The Club's general standards and practices for how Social Security numbers are gathered, stored, disclosed and are ultimately disposed of.

**Policy.** It is The Club's policy that Social Security numbers obtained from Employees, vendors, contractors, customers or others are confidential information.

Social Security numbers will be obtained, retained, used and disposed of only for legitimate business reasons and in accordance with the law and this policy.

**Procedure.** Documents or other records containing Employee Social Security numbers generally will be requested, obtained, or created only for legitimate business reasons consistent with this policy. For example, Social Security numbers may be requested from Employees for tax reporting purposes (e.g, Internal Revenue Service (IRS) Form W-4), for new hire reporting, or for purposes of enrollment in the company's Employee benefit plans.

**Retention and access to Social Security numbers.** All records containing Social Security numbers (whether partial or complete) will be maintained in secure, confidential files with limited access.

**Unauthorized use/disclosure of Social Security numbers.** Any Employee who obtains, uses, or discloses Social Security numbers for unauthorized purposes or contrary to the requirements of this policy and procedure may be disciplined, up to and including termination.

The company will cooperate with government investigations of any person alleged to have obtained, used, or disclosed Social Security numbers for unlawful purposes.

## **Immigration Controls**

Boys & Girls Clubs of Greater Salt Lake is committed to employing only those individuals who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new Employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three working days of the Employee's date of hire. Any Employee with an expiring work authorization must renew the authorization or the Employee will be considered to have voluntarily resigned. Former Employees who are rehired must also complete the Form if they have not completed an I-9 with the Club within three (3) years of their previous employment or if their previous I-9 is no longer retained or valid. All offers of employment are conditioned upon the receipt of satisfactory evidence of an Employee's authorization to work in the United States.

In addition, Boys & Girls Clubs of Greater Salt Lake participates in E-Verify. E-Verify is an Internet-based system that compares information from one's I-9 to Department of Homeland Security (DHS) and Social Security Administration (SSA) records to confirm that an individual is authorized to work in the United States. Once an individual has accepted an offer of employment and completed the I-9, the Club will enter I-9 information into E-Verify. The E-Verify system is designed to return a response immediately on most occasions. E-Verify initially will return one of two results: Employment Authorized or Tentative Nonconfirmation. If the result is Employment Authorized, no further action is required.

If the result from the initial E-Verify screening is Tentative Nonconfirmation, Boys & Girls Clubs of Greater Salt Lake will inform the individual of its finding and give the individual an opportunity to take corrective action on the DHS or SSA record. If the Tentative Nonconfirmation is contested, the individual will be provided with a referral letter provided by E-Verify which contains specific instructions and contact information. The individual will be allowed eight (8) federal government work days to contact the appropriate federal agency to resolve the Tentative Nonconfirmation. If the individual decides not to take action to correct the Tentative Nonconfirmation, is unable to resolve the Tentative Nonconfirmation, or receives a Final Nonconfirmation result, consideration for employment and/or any ongoing employment with Boys & Girls Clubs of Greater Salt Lake may be terminated.

Any questions or for further information on immigration law issues may be directed to Human Resources or the President/CEO.

### **Criminal Background Checks**

Boys & Girls Clubs of Greater Salt Lake is committed to the protection of all persons who are associated with the Clubs including members, staff, volunteers and guests. As required by the BGCA's membership requirements, *Operating Standards for member Organizations*, Boys & Girls Clubs of Greater Salt Lake shall conduct criminal background checks of all Employees and volunteers who have direct, repetitive contact with children/minors participating in Club programs. Boys & Girls Clubs of Greater Salt Lake will carry out this requirement in a fair, consistent and non-discriminatory manner, complying with applicable state and federal laws and guidelines.

Boys & Girls Clubs of Greater Salt Lake uses name-based or fingerprint-based record searches to be used in any combination, but the background check shall at a minimum:

- Verify the person's identity and legal aliases through verification of a social security number.
- Provide a national Sex Offender Registry search.

- Provide a comprehensive criminal search that includes a national search.
- Provide a comprehensive local criminal search that includes either a statewide or county level criminal search, depending on jurisdiction; a current list of jurisdictions can be found at [www.bgca.net/ChildSafety](http://www.bgca.net/ChildSafety).
- Include any additional background check criteria required by organizational policies, funding or licensing agencies or required in the applicable jurisdiction, such as motor vehicle records, child abuse registry or credit checks.

Such checks will be conducted prior to employment and at regular intervals not to exceed twelve months. Other data may also be obtained based on individual Employee or volunteer duties or responsibilities.

Background check findings shall be reviewed in a fair, impartial and confidential manner. Because Boys & Girls Clubs of Greater Salt Lake's priority is the safety of the members, staff, volunteers and guests, certain actions and convictions for certain crimes serve to automatically disqualify applications for employment, volunteer, or board member service at Boys & Girls Clubs of Greater Salt Lake in any position which involves working with children. A person may be ineligible for employment or volunteer service if the person:

- (1) Refuses to consent to a criminal background check;
- (2) Makes a false statement in connection with such criminal background check;
- (3) Is registered, or required to be registered on any sex offender registry;
- (4) Has been convicted of a felony consisting of, but not limited to:
  - a. Murder
  - b. Child abuse
  - c. Domestic violence
  - d. Abduction or human trafficking
  - e. A crime involving rape or sexual assault
  - f. Arson
  - g. Weapons
  - h. Physical assault or battery
  - i. Drug possession, drug use or distribution of drugs in the last five years;
- (5) Has been convicted of any misdemeanor or felony against children, including child pornography

### **Child Care Licensing**

In addition to the background check standards established by Boys & Girls Clubs of America, all individuals employed at a Club location and having repetitive contact with youth are required to pass the background check requirements from the Office of Child Care Licensing. An individual may not pass this background check when:

"They have LIS supported findings, their name appears on the Utah or national sex offender registry, they have any felony convictions, they have any Misdemeanor A convictions, or they have any of the following Misdemeanor B and C convictions: unlawful sale or furnishing alcohol to minors; sexual enticing of a minor; cruelty to animals, including dogfighting; bestiality; lewdness, including lewdness involving a child; voyeurism; providing dangerous weapons to a minor; a parent providing a firearm to a violent minor; a parent knowing of a minor's possession of a dangerous weapon; sales of firearms to juveniles; pornographic material or performance; sexual solicitation; prostitution and related crimes; contributing to the delinquency of a minor; any crime against a person; a sexual exploitation act; leaving a child unattended in a vehicle; and/or driving under the influence (DUI) while a child is present in the vehicle."

With respect to convictions for crimes not listed above, any applicant with such a conviction shall be evaluated on an individual basis to determine whether they should be excluded from consideration based on the conviction. In so doing, Boys & Girls Clubs of Greater Salt Lake shall consider the following factors:

- The nature and gravity of the offense;
- The time that has passed since the offense or completion of sentence;
- The nature of the job sought or held;
- The facts and circumstances surrounding the offense or conduct;
- The number of offenses for which the individual was convicted;
- The age of the individual at the time of conviction or release;
- Evidence that the individual performed the same type of work, post-conviction, with the same or a different employer with no known incidents of criminal conduct;
- The length and consistency of employment history before and after the offense or conduct;
- Rehabilitation efforts (e.g., education and/or training);
- Employment or character references and any other information regarding fitness for the particular position; and
- Whether the individual is bonded under a federal, state, or local bonding program.

Boys & Girls Clubs of Greater Salt Lake shall alert the applicant to the possibility of their exclusion due to past criminal conduct and provide the applicant an opportunity to submit an explanation. All personal data, background check data and adverse action letters shall be treated as confidential and maintained in a secure location.

## **Reference Checks**

Boys & Girls Clubs of Greater Salt Lake conducts reference checks on any candidate for employment or volunteer with direct repetitive contact with young people. Should candidates

for employment have previous experience with a Boys & Girls Club, information on the candidate's eligibility for rehire/volunteering must be obtained from all previous Boys & Girls Clubs for which the candidate worked prior to extending an offer for employment or volunteer service. Additionally, Boys & Girls Clubs of Greater Salt Lake provides reference materials when asked by other Member Organizations.

The following actions – while not all inclusive – could result in a candidate for volunteering/employment who has previous experience with a Boys & Girls Club being considered ineligible for rehire:

- Violation of the local organization's policies, safety rules or Code of Ethics
- Insubordination or dishonesty
- Possession, use or sale of alcohol or controlled substances on work premises during work hours
- Unauthorized possession, use or sale of weapons, firearms or explosives on work premises or within work vehicles
- Theft
- Physical or sexual harassment
- Conduct that resulted in a serious complaint or a mandated reporting claim

## **Staff & Volunteer Onboarding**

Upon offer of a position, each new Club employee shall receive and confirm in writing receipt of an up-to- date employee policies and procedures manual or handbook that, at a minimum, articulates current:

- Conditions of employment
- Benefits
- Rights and responsibilities of employees
- Club safety policies
- Any other important employment-related information

Before working with any Club members, all staff and volunteers at a minimum shall be given an orientation that includes an overview of the following:

- The organization's mission, goals, policies and procedures and schedule
- Job descriptions and performance standards for their position
- The needs and other relevant characteristics of program participants, including cultural and socioeconomic characteristics
- Personnel and volunteer policies and procedures, including expectations regarding work hours and schedules, breaks and planning time

- Operational policies and procedures related to safety, supervision, transportation, facilities, emergency operations, etc.
- Completion of the required Child Abuse Prevention Trainings approved by BGCA.

## **Driving Requirements**

Most Club Employees will be required, in the course of their duties, to drive a Club vehicle. At the time of hire, a new Employee may be required to submit a Motor Vehicle Record ("MVR") for review by the Club's insurance carrier to ensure eligibility to drive Club vehicles. While an Employee is employed by the Club, the Employee must report all moving violations received, *including moving violations received in their personal vehicle*, to their supervisor immediately. (Note that parking tickets and other non-moving violations need not be reported.) The Employee's supervisor may require the Employee to obtain a current MVR for review by the insurance company. Continued eligibility to drive Club vehicles will be determined by the Club and its insurance company in their sole discretion. Ineligibility to drive Club vehicles could result in retraction of employment offers, the Employee's job being changed, the Employee being transferred to another job, or other action up to and including dismissal. The Club is not responsible for any citations or fines levied on any Club Employee in operation of a Club vehicle.

The use of seatbelts is mandatory for drivers and passengers.

***With the exception of emergency calls (ideally made while the vehicle is stationary), Club Employees are not allowed to use cell phones while driving Club vehicles. For this purpose, "use" means sending or receiving voice calls, sending, retrieving or reading voicemail, email or instant messages, text-messaging, internet use or other similar activity. In the event of an emergency, the Employee is expected to pull the vehicle over into a safe location before initiating the use of a cell phone.***

Employees should note that the use of a cell phone while driving violates state or local law. The Club is not responsible for any citations or fines levied on any Club Employee in connection with any cell phone use which violates applicable law. Club vehicles must be used only for Club business, and any such use must be authorized in advance by the director of the Club facility in question.

Employees should not use their personal vehicles for transporting Club members/clients. Employees should refer to "Vehicle Procedures" for further information.

### **3. EMPLOYEE SCHEDULES**

#### **Schedules, Attendance & Punctuality**

To help ensure continuous supervision of Club facilities and activities as well as the safety and security of all Club members/clients, the Club will establish a work schedule for all Club locations. Club Employees are expected to abide by their assigned work schedules, unless they notify a supervisor that they have a conflict. Work schedules are subject to change at the Club's sole discretion.

All Club Employees are expected to punch in and out on the Club's timekeeping software system (See Section 5). Any Club Employee who cannot report to work on time should, if at all possible, notify his/her supervisor at least two (2) hours in advance. Habitual tardiness is cause for disciplinary action up to and including termination.

A Club Employee who anticipates that they will be absent for a scheduled shift should, if at all possible, notify their supervisor as soon as possible, but ideally, one (1) day in advance. Repeated, unexcused absences (see below) are cause for disciplinary action up to and including termination. If an Employee is absent for three (3) or more days for unexcused reasons, the Employee may be deemed to have voluntarily resigned his or her position with the Club.

Full-time Employees may be provided up to one (1) hour of unpaid mealtime each workday. Supervisors at each Club facility may grant other breaks to Employees at their discretion based on that facility's schedule and the needs of its members/clients.

### **4. EMERGENCY CLOSINGS**

The Club will always make every attempt to be open to serve its members. In situations in which some Employees are concerned about their safety, management may advise supervisors to notify their departments that the office is not officially closed, but Employees may choose to leave the office if they feel uncomfortable.

If the office is officially closed during the course of the day to permit Employees to leave early, nonexempt Employees who are working on-site as of the time of the closing will be paid for a full day. If an Employee leaves earlier than the official closing time, they will be paid only for actual hours worked, or they may take PTO time, if available. Exempt Employees will be paid for a normal full day but are expected to complete their work at another time.

## 5. WAGES & SALARIES

### **Pay Periods & Timecards**

The Club's pay periods are from the 1st –15th and 16th to the last day of each calendar month. There are 24 established paydays (generally the 10<sup>th</sup> and 25<sup>th</sup> of each month) as published each year in January. In the event that a pay day falls on a Saturday, Sunday or Club holiday, pay will be made available on the preceding business day.

The Club uses timekeeping software for tracking staff attendance. Each Employee is assigned a private Personal Identification Number (PIN). Sharing of login information and/or passwords is prohibited. Employees may not enter punches for other Employees. Employees must punch in and out only at their assigned work location. If a change or correction to a timecard needs to be made, the Employee should submit a Punch Change Request via HRIS.

Detailed instructions on timecard procedures and HRIS user instructions are available in the *Timecard Guidelines* document which is made available during New Employee Orientation.

Employees must complete their own timecards and are responsible for the information maintained in those timecards. Timecards are to be verified by the Employee no later than the end of their shift of the first working day of the subsequent pay period. To ensure that Employees are paid properly for all time worked, and that no improper deductions are made, Employees are required to complete and verify timecards electronically for each pay period. Although every effort is made to pay Employees correctly, occasionally, inadvertent mistakes may occur. When mistakes do occur, and are called to the attention of the Accounting and Payroll department, any corrections necessary will promptly be made. Employees are requested to review each pay stub to make sure it is correct.

If an error seems to have been made, or any questions regarding paychecks and/or payroll, Employees should contact their supervisor, HR or the Accounting/Payroll department. Employees are paid through direct deposit into a bank account they designate. Direct deposit is set up during the new Employee onboarding workflow process.

Note that an Employee's pay information is considered, and will be maintained, confidential.

### **Payroll Deductions**

The Club is required by law to withhold certain deductions from each Employee's paycheck. These include federal and state income taxes, Social Security and Medicare taxes.

The amount of deductions depends on one's earnings and the information furnished to the Club on the W-4 Form. Any change in name, address, telephone number, marital status or number of exemptions should be reported immediately via the CBIZ Employee Portal or to the Club's Accounting Department to ensure proper credit for tax purposes and timely delivery of paychecks and W-2 Form.

Other mandatory deductions include the Club's obligation to execute any court-ordered wage assignment or garnishment against one's wages. An Employee will be notified in the event the Club is required to take this type of action.

Voluntary payroll deductions (*e.g* medical, dental, life insurance premiums, 401(k), 125(c), United Way, *etc.*) will be withheld in accordance with Employee's written authorization.

## **6. BENEFITS**

The Club offers a variety of benefits designed to protect Employees' health, promote one's general wellbeing and provide financial security today and in the future. The Club also offers benefits that can help to balance the needs of work and family life. Employees become benefits eligible the 1st of the month following 30 days of employment

Example: Employee is newly hired Jan. 15th, 30 days employed will be Feb. 14th; Employee is eligible to enroll Mar 1st.

### **Paid Time Off (PTO)**

#### **Policy**

The Club provides regular, full-time Employees with PTO benefits to promote rest and relaxation away from work, to allow for personal business, to accommodate religious and other special holidays, and for illness or injury. The PTO plan allows Employees to determine their own needs for time away from work. Part-time Employees are eligible after three (3) months of employment.

#### **Accumulation Schedule**

For each pay period in which a paycheck is received, Employees accumulate PTO hours in increments via the following schedule. The next level of accumulation will begin on the paycheck immediately following the Employee's anniversary date. Note that year "0" is during the first year of service, *e.g*, the initial year "0" ends at the Employee's first anniversary date, which then begins year "1."

### **Full-time Employees**

<u>Years of Service</u>	<u>PTO Days Available</u>	<u>PTO Hours Accumulated</u>
0 through 4	15	5.0 hours per pay period
5 through 9	20	6.666 hours per pay period
10 through 14	25	8.333 hours per pay period
15 and all subsequent years	30	10 hours per pay period

### **Part-time Employees**

<u>Years of Service</u>	<u>PTO Hours Available</u>	<u>PTO Hours Accumulated</u>
3 through 12 months	45	2.5 hours per pay period
1 and all subsequent years	60	2.5 hours per pay period

Years of Service for Employees moving from part-time to full-time status will follow the Accumulation Schedule beginning on the date of their status change.

Note: Certain individuals have accumulation schedules different from those shown above, based on specific Club acquisition agreements. Such individuals should refer to their own schedule agreements or the Administrative Office.

### **Scheduling PTO**

Time Off (other than for illness) must be scheduled and approved by their supervisor in advance. Generally, an Employee will not be permitted to take more than ten (10) days of PTO consecutively. Exceptions to this policy must be requested in writing and may be granted at the discretion of the Employee's supervisor with approval from the CEO. Any request for PTO may be rescheduled, delayed or denied depending on the Club's schedule and its members'/clients' needs.

### **Borrowing PTO**

A Full-time Employee may have a negative balance in their PTO, up to a maximum of 40 hours, in unplanned extenuating circumstances, and is permitted on a case-by-case basis as scheduling and staffing needs allow. If the Employee terminates prior to accumulating enough hours to cover the deficit, the remaining owed balance will be deducted from the Employee's final pay.

Note: Any "extraordinary" situation requiring more than 40 hours to be borrowed MUST be approved by the CEO.

### **Donation**

Employees may voluntarily donate plan PTO hours to fellow Employees as follows:

**Eligible Donee:** An Employee is eligible to receive donated hours if they meet all of the following criteria.

1. Is on leave due to a serious illness, injury, or any condition that applies to FMLA. (i.e., this is not intended for scheduled vacation or the occasional absence of one or two days.)

**Note:** Such Employees should file for Family and Medical Leave Act (FMLA) leave to protect their position for up to 12 weeks.

2. Has exhausted all PTO hours.

**Note:** Donations for other reasons may be permitted with written approval from the CEO.

**Eligible Donor:** An Employee is eligible to donate hours if they have unused PTO hours currently available.

Once the total numbers of hours have been donated to cover the approved leave period, the donation shall cease.

### **End of the Year**

The PTO plan year ends with the final regular pay period of each calendar year. All unused PTO accumulated during the year will rollover to the next year.

### **PTO Payout Option**

Employees may request payout of a maximum of five unused PTO days (40 Hours) one time during the calendar year. Requests should be made via HRIS. Requests submitted by the first day of the month will be deposited with the next normal payroll.

### **Maximum Accrual after Rollover**

Following a rollover of hours from a prior year, the next year's PTO accruals will cease once an Employee's current balance reaches 40 hours of PTO beyond the current year's allowed accruals for full-time 40 hours per week Employees. For 3/4-time, 30 hours per week Employees, PTO accruals will cease once an Employee's current balance reaches 30 hours of PTO beyond the current year's allowed accruals. Any time the Employee's maximum beyond allowed PTO is used, the accruals will begin again until the maximum is again reached.

*Example:* John Smith is eligible to accrue 15 days (120 hours) of PTO per year. At the end of his first year, he still has 10 days (80 hours) of unused PTO to roll over to the next year, to be combined with the next year's PTO accruals. John doesn't take any time off from work and, therefore, his PTO balance eventually reaches 160 hours (40 hours more than the 120 hours he is eligible to accrue in one year). At that point, accruals will cease. Later, John takes a one-week vacation, using 40 hours of PTO, reducing his balance to 120 hours. He will then begin accruing again until he accrues the maximum allowed balance of hours he is eligible to accrue for that year ( $120 + 40 = 160$ ). For 3/4-time the accrual for scenario above would be 120 hours ( $90 + 30 = 120$ ).

#### **Full-time to Part-time**

Full-time Employees who transfer to part-time status, will retain their unused PTO hours. Such hours may be used only to replace regularly-scheduled hours; they are not allowed to be used to increase the total number of hours in a work week beyond regularly-scheduled hours.

*Example:* Sandra Jones has 45 unused PTO hours when she transfers from full-time to part-time status. She is regularly scheduled to work 24 hours per week as a part-time Employee. During her week as a part-time Employee, she requests to be off on her regular workday, and does not "make it up" by working another day during that week but, instead, wants it paid as PTO time. This results in 24 hours of pay consisting of 16 hours worked and 8 hours of PTO, equivalent to the 24 hours she has been scheduled to work for that week.

#### **Termination of Employment**

If any Employee resigns or is terminated, a cash (check) payment will be issued for any unused portion of PTO already accumulated within the calendar year in which such termination or resignation occurs. **Roll-over PTO will not be paid out.**

#### **Rehires**

If rehired within one year, Employees begin accruing PTO at the same rate as when their previous employment ended. If rehired after one year, accrual begins at the new hire rate.

**Note:** PTO is paid at the Employee's base pay rate at the time of absence unless otherwise noted. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, etc. PTO does not count as hours worked in calculating overtime. PTO does not accrue while out on a leave of absence.

## **Leaves of Absence**

The Club will make provisions for leaves of absences, both paid and unpaid, recognizing personal situations, length of service, positions, etc. Requests for leave should be submitted by the Employee in writing to his or her supervisor and should state clearly the reason for and likely duration of such leave. Some leave (e.g., Family and Medical Leave) may additionally require the Employee to complete specific forms and follow specific procedures.

An Employee's supervisor can authorize a leave of absence subject to the review and approval of the CEO of the Club. An Employee should apply for leave early enough to allow the Club time to review and approve the leave, but in any event no less than thirty (30) days in advance where foreseeable. The Club reserves the right to approve or decline requests for leave on a case-by-case basis and according to applicable law and regulations.

Generally, an Employee's health benefits will remain in effect while on leave, subject to the discretion of the Club and the requirements of the Club's insurance policies and applicable law. If an Employee is going to be on an extended leave of absence, he or she should check with the Club regarding the impact such leave may have on his or her insurance coverage.

If an Employee does not return to work by the agreed-upon conclusion of a leave of absence, the Employee may be deemed to have voluntarily resigned his or her position with the Club and may be required to reimburse the Club for all insurance premiums paid on his or her behalf while on leave.

## **Paid Leaves of Absences**

Occasionally, a situation may arise where an Employee desires to take time off to grieve the death of an immediate family member, or is called upon to act as a juror or witness or fulfill the terms of his or her service in the military. In such situations, a certain amount of paid leave may be available to enable the Employee to meet these obligations with a minimum of hardship.

### **Funeral (Bereavement) Leave**

Full-time Employees may be granted up to three (3) days of paid bereavement leave in the event of the death of an immediate family member. For this purpose only (and not for purposes of, for instance, Family and Medical Leave), an "immediate family member" means a parent, stepparent, grandparent, sibling, spouse, domestic partner or child only. Full-time Employees may be granted one (1) day of paid leave in the event of the death of other, non-immediate family members or friends at the discretion of their supervisor. In circumstances when an Employee will need to travel a significant distance as part of their bereavement leave, an additional day may be

granted; additional bereavement will be granted on a case-by-case basis. Documentation of the circumstances for bereavement leave may be required.

### **Jury or Witness Duty**

In recognition of their duty to the community and as a citizen, the Club provides up to three (3) days of paid leave (which is in addition to the Employee's vacation and sick leave) for full-time Employees to satisfy a jury summons or witness duty. Any additional leave requested for such purpose must be taken as unpaid leave. In order to receive jury or witness duty pay, an Employee must present his or her supervisor with a statement of jury or witness service. An Employee must notify his or her supervisor promptly upon receipt of notice of jury or witness duty. Any Employee engaged in jury or witness duty must return to work immediately if he or she is released by the court prior to the end of the Employee's regularly scheduled shift with the Club. An Employee who is taking paid leave for jury duty may keep any juror's fees paid to the Employee by the court.

Any time taken or required to be taken by any Employee for personal court appearances or other court actions initiated by the Employee will not be eligible for jury or witness duty leave or pay.

### **Military Leave**

Both full-time and part-time Employees are entitled to military leave in accordance with applicable law. Generally, an Employee on military leave will be paid the difference between his or her basic military pay, and his or her regular salary, for a period of up to two (2) weeks. Any leave required beyond two (2) weeks can be treated as paid vacation or unpaid leave, at the discretion of the Employee. An Employee should notify his or her supervisor as soon as reasonably possible to schedule military leave. In accordance with applicable law, at the conclusion of any military leave, the Employee has the right to return to the same position held prior to the leave or to a position with equivalent seniority, status, pay and benefits (including vacation) the Employee would have had without the leave.

### **Voting Leave**

Full-time Employees may be granted up to two (2) hours paid time off to vote if the Employee does not have three (3) or more consecutive off-duty hours in which to vote while polls are open.

### **Unpaid Leaves of Absences**

Occasionally, an Employee may request to be temporarily released from his or her duties with the Club to attend to certain medical, personal or other matters.

Under certain circumstances, the Employee may be eligible for an unpaid leave of absence. In many cases, an Employee will be required to exhaust all accrued PTO before being able to take unpaid leave. Generally, an Employee must have completed at least one (1) full year of service to be eligible to take an unpaid leave of absence.

### **Family and Medical Leave (FMLA)**

The Club complies with the federal FMLA, which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The company also abides by any state and local leave laws. The more generous of the laws will apply to the Employee if the Employee is eligible under both federal and state laws. Please note there are many requirements, qualifications, and exceptions under these laws, and each Employee's situation is different. Contact the HR department to discuss options for leave.

The FMLA requires private employers with 50 or more Employees and all public agencies, including state, local, and federal employers, and local education agencies (schools) to provide eligible Employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an Employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period measured forward from the date an Employee first takes that type of leave.

**Basic leave entitlement.** The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible Employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or childbirth; (2) to care for the Employee's child after birth or placement for adoption or foster care; (3) to care for the Employee's spouse, child, or parent who has a serious health condition; or (4) for a serious health condition that makes the Employee unable to work.

**Military family leave entitlements.** Eligible Employees with a spouse, child, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to 7 days of leave); (2) attending certain military events and related activity; (3) arranging child care and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to 5 days of leave); (7) attending post deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by

the employer and Employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible Employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the armed forces, including a member of the National Guard or reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating and for which the servicemember is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list.

**Benefits and protections during FMLA leave.** During FMLA leave, the company will maintain the Employee's health coverage under any "group health plan" on the same terms as if the Employee had continued to work. Upon return from FMLA leave, most Employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an Employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the Employee had been continuously employed during the FMLA leave period.

Certain highly compensated key Employees also may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the company's operations. A "key" Employee is an eligible salaried Employee who is among the highest-paid 10 percent of the company's Employees within 75 miles of the worksite. Employees will be notified of their status as key Employees, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued before the start of an Employee's leave.

**Employee eligibility.** The FMLA defines eligible Employees as Employees who (1) have worked for the company for at least 12 months; (2) have worked for the company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite that has 50 or more Employees or is within 75 miles of company worksites that, taken together, have a total of 50 or more Employees.

**Definition of "serious health condition."** A serious health condition is an illness, an injury, an impairment, or a physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a healthcare provider for a condition that either prevents the Employee from performing the functions of the Employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a healthcare provider or 1 visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of "continuing treatment."

**Use of leave.** An Employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or a reduced work schedule basis.

**Substitution of paid leave for unpaid leave.** Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the company requires Employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the Employees' own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, Employees must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty status in support of a contingency operation. In order to use paid leave for FMLA leave, Employees must comply with the company's normal paid leave procedures found in its Vacation and Sick Leave policies.

**Employee responsibilities.** Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, Employees must provide notice as soon as practicable and generally must comply with the company's normal call-in procedures. The company may delay leave to Employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the Employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for military family leave. Employees also must inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The company also may require a second and, if necessary, a third opinion (at the company's expense) and, when the leave is a result of the Employee's own serious health condition, a fitness-for-duty report to return to work. The company also may delay or deny approval of leave for lack of proper medical certification.

**Company responsibilities.** The company will inform Employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required, as well as the Employees' rights and responsibilities. If Employees are not eligible, the company will provide a reason for the ineligibility.

The company will inform Employees if leave will be designated as FMLA-protected and the amount of leave counted against the Employees' FMLA leave entitlement. If the company determines that the leave is not FMLA-protected, the company will notify the Employees.

**Other provisions.** Under an exception to the FLSA in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional Employees; outside sales representatives; certain highly skilled computer professionals; and certain highly compensated Employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the Employees' exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible Employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the company has approved the employment under its Outside Employment policy and the Employees' reason for FMLA leave does not preclude the outside employment.

**Unlawful acts by employers.** The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

**Enforcement.** An Employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

### **Personal Leave**

Any Club Employee who has at least twelve (12) months of service with the Club may request an unpaid personal leave of absence at least thirty (30) days prior to such leave. Any such request for unpaid personal leave may be granted or denied at the sole discretion of the CEO of the Club taking into account, among other things, the Club's needs and the safety and security of the

Club's members/clients. An Employee requesting unpaid personal leave will generally be asked to show good cause for such leave. If granted, unpaid personal leave will not generally exceed ninety (90) days.

### **Insurance Coverage**

The Club provides all eligible Employees a comprehensive health and life insurance program. [Part-time Employees working less than 30 hours per week and temporary Employees are not eligible for benefits.] The information provided in this handbook is an overview only. Please remember that the Club's benefit plans are defined in legal documents, such as insurance contracts and official benefit plan documents. The nature and extent of the group benefits are therefore expressly dictated by those documents, which are available for your inspection by request to the Administrative Office. Each Employee should read the official benefit plan documents for all relevant terms, conditions, eligibility requirements, rights and benefits. The official benefit plan documents solely determine your rights and responsibilities, and nothing in this Handbook can be construed to alter or amend those documents or the rights stated and defined therein.

The existence of these Employee benefits and plan documents, do not signify that you will be employed for the requisite time necessary to qualify for these benefits and plans, as your employment is "at-will." The Club may change, modify or discontinue these benefits and contribution amounts at any time, as permitted by law.

Premiums for insurance vary according to the type and amount of coverage selected, the age of the Employee and the size of the covered family (if applicable). The Club contributes to its Employees' insurance costs as indicated. Any premiums an Employee is responsible for will be deducted from the Employee's Section 125(c) Benefit Plan (see below), if applicable, or from the Employee's paycheck.

### **Group Insurance**

Employees scheduled to work thirty (30) or more hours per week will become eligible to participate in the Club's group insurance coverage on 1<sup>st</sup> of the month following the completion of sixty (60) days of employment. Changes in coverage and new enrollment can only be activated during the Club's "open enrollment" or when an Employee notifies the Club that he or she has experienced a change in family status through a qualifying event.

### **Medical, Dental, and Vision**

Employed 0-5 years:

- The Club pays 75% of the Employee's insurance coverage
- The Club pays 50% of the Employee's family coverage

#### Employed 5+ years:

- The Club pays 75% of the Employee's insurance coverage
- The Club pays 75% of the Employee's family coverage

#### **Short-Term Disability**

The Club pays 100% of the Employee's short-term disability insurance coverage.

#### **Life Insurance/Accidental Death & Dismemberment (AD&D)**

The Club pays 100% of the Employee's Life Insurance/AD&D as defined in the Employee Benefits Guide. Employees may purchase additional life insurance coverage.

#### **Long-Term Disability**

The Club pays 100% of the Employee's long-term disability insurance coverage.

#### **Other Benefits**

#### **Holidays**

The Club provides salaried Employees twelve (12) paid holidays during the calendar year. Employees are eligible for holiday pay as of their date of hire. Part-time employees are eligible for three (3) floating holidays during the calendar year as of their hire date. Floating holidays can be used on any of the recognized holidays listed below. Temporary Employees are not eligible for holiday pay.

The following days are currently recognized by the Club as paid holidays:

New Year's Day  
Presidents Day  
Good Friday  
Memorial Day  
Juneteenth  
Independence Day

Pioneer Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

The Club reserves the right, in its sole discretion and without notice, to make changes to its schedule of paid holidays. The date of observance of paid holidays will be consistent with observances by the government of the State of Utah. Club facilities and administrative offices will be closed on these holidays. The Club also reserves the right to keep a club open on a scheduled holiday. Any Employee required to work on that day will be given another day off in lieu of the time worked on that holiday.

In order to qualify for holiday pay, an Employee must work their regularly scheduled day before and after the holiday, unless the holiday is taken as part of a scheduled PTO period or otherwise approved in advance by your supervisor and management. Paid holidays that fall during an Employee's scheduled and approved PTO period will not be counted against the individual's PTO allotment. Holidays are paid at the Employee's base pay rate. It does not include overtime or any special forms of compensation. Holidays do not count as hours worked in calculating overtime. Club Employees are not eligible to receive holiday pay when they are on a leave of absence.

### **Religious Observance**

Employees who need time off to observe religious practices or holidays not already scheduled by the Club should speak with their supervisor. Depending upon business needs, the Employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another Employee, take vacation time, or take off unpaid days. The Club will seek to reasonably accommodate individuals' religious observances.

### **Healthcare and Dependent Care Flexible Spending**

The Club has established a Healthcare Flexible Spending Account and a Dependent Care Flexible Spending Account, which allows an Employee to pay for certain eligible expenses, such as childcare and approved medical costs, using pre-tax dollars.

Employees working 30 hours per week or more are eligible to enroll after thirty (30) days of employment. Employees re-enroll at the beginning of each plan year (e.g, on or before January 1, for a January through December plan year).

Under the Plan, an Employee may elect any or all of the following:

- a. Reimbursement of approved out-of-pocket medical expenses the Employee incurs for himself or herself or eligible dependents. These medical expenses must qualify as an IRS medical expense deduction not covered by insurance or other coverage.
  
- b. Reimbursement for dependent care expenses. This includes care for any dependent children who are under age thirteen (13) or are physically or mentally unable to care for themselves. Note: the combination of tax credits (or deductions) and pre-tax contributions for dependent care cannot exceed the established maximums.

### **Mileage Reimbursement**

When an Employee uses his or her personal vehicle to conduct authorized Club business, a mileage allowance will be paid at the IRS approved rate. The current reimbursement rate is available in the accounting office. Such travel must be approved in advance by a supervisor if at all practicable and reimbursement requests submitted on appropriate forms (which must include odometer readings). Employees must provide proof of automobile insurance prior to being reimbursed for mileage. Reimbursement requests must be submitted to your supervisor by the first of each month. Reimbursement will be made through payroll.

### **Discount Services**

Club Employees are entitled to a discount on certain services. For example, child care services and sports leagues offered through the Sugarhouse and Miller Clubs are available to Employees and their children at half-price. Discounts do not apply to Club membership, extended day or off-track program fees, or to sports leagues offered at other Clubs.

### **Retirement & 401(k) Retirement Plan**

The Club encourages its Employees to enroll in the Club's 401(k) Retirement Plan to help supplement their income upon retirement. A 401(k) Retirement Plan encourages savings growth by allowing Employees to defer taxes on both savings and earnings invested in the Plan. An Employee's 401(k) Retirement Plan is funded by the Employee's pre-tax salary contributions, as well as employer contributions. An after-tax Roth Savings option is also available.

An Employee is eligible to participate if the Employee has worked at least 1,000 hours in a service year and has attained the age of 21. The Plan defines "year of service" as a 12-consecutive month period in which you work at least 1,000 hours for the Employer. The 12-consecutive month period starts on your first day of employment with the Employer. After you complete your year of service, January 1st and July 1st are the two available entry dates into the Plan. The Club currently contributes to an Employee's 401(k) Retirement Plan in an amount equal to up to 5% of the Employee's regular wages.

The information provided above on the Club's 401(k) Retirement Plan is an overview only. For complete details, one may refer to the Summary Plan Description for the 401(k) Retirement Plan. The Club's administrative office is also available to answer any questions or to enroll. When eligible to enroll in the Club's 401(k) Retirement Plan, Employees are requested to review the Summary Plan Description carefully. Subject to applicable law, the Club reserves the right to change the terms of the 401(k) Retirement Plan, including its matching levels, vesting schedule or other benefits, or to discontinue the 401(k) Retirement Plan in its sole discretion.

## **7. SAFETY AND WORKER'S COMPENSATION**

The Club actively promotes safety on the job. Should a job-related injury or illness occur, however, the Club provides workers compensation insurance according to state law for job-related injuries. The cost of this insurance is paid for by the Club.

### **Safety on the Job**

The Club strives to maintain the safest possible working conditions for all Employees. The success of any safety program, however, depends on the safety consciousness and cooperation of everyone in the workplace. Each Employee should:

- Always be safety-conscious.
- Follow any special safety regulations and instructions regarding one's job or any job-related activity in which they participate, or in which their supervisor instructs.
- Report any actual or potential safety hazards to their supervisor immediately.

### **Injury on the Job**

If an injury or illness occurs while on the job:

- If at all possible, a supervisor should be notified immediately. An Employee's rights may be adversely affected if the matter is not reported immediately.
- If an injury or illness requires medical attention, the Employee should see a doctor immediately; where possible, utilizing a facility included on the Workers Compensation Fund (WCF) Preferred Provider Organization list. The Employee should tell the doctor that the injury or illness was sustained on the job so they will bill accordingly.
- Employee will complete and sign the Club's First Report of Injury Form, and submit the completed form to the Club's Accounting Department.
- Unit Directors/supervisors must submit all details relevant to any Employee injury or illness as soon as possible to the Club's Human Resources Office.

## **Workers Compensation Benefits**

When an Employee loses work time because of a work-related injury or illness, they will receive partial compensation of lost wages and reimbursement of reasonable and necessary medical expenses related to the illness or injury based on the Workers Compensation Policy in force. Workers compensation benefits continue until an Employee is able to return to work. If an Employee sustains a work-related injury or illness, no matter how minor, the Employee should notify their supervisor immediately or as soon as reasonably possible. The amount and length of worker's compensation benefits is established by state law. The Club's administrative office is available for specific information regarding worker's compensation benefits.

## **Workers Compensation Fraud**

The Club takes the issue of worker's compensation fraud very seriously. Because everyone bears the impact of such fraud, Employees are encouraged to report any fraud concerns to the CEO immediately.

## **Employee Assistance Program**

The Employee Assistance Program (EAP) is a resource designed to provide highly confidential and experienced help for Employees dealing with issues that affect their lives and the quality of their job performance. The Club wants Employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help Employees successfully deal with life's challenges.

This comprehensive counseling service offers Employees up to four counseling sessions, per incident, per family, per issue, each year, and a 24-hour hotline answered by professional, degreed counselors.

The Club encourages Employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to the company, nor is The Club given any information on who chooses to use EAP services. For questions or additional information about this program, Employees may contact the HR department.

## **8. EMPLOYMENT TERMINATION**

### **Advance Notice**

Employees who resign voluntarily from the Club are encouraged and requested to provide two (2) weeks' advance written notice to the Club so that plans for their replacement and an effective transition of responsibilities can be made. If an Employee fails to provide the Club with at least

two (2) weeks' written notice in the event of any voluntary resignation, this will be a factor in evaluating the individual for rehire by the Club. Even if an Employee gives at least two (2) weeks' notice of any resignation, the Club may, in its sole discretion, require the Employee to stop working as of an earlier date.

## **Involuntary Terminations**

The Club may terminate Employees for a variety of legal reasons. For instance, a violation of Club policy may result in termination of an Employee's employment. In certain circumstances, conviction of a crime may result in termination of an Employee's employment by the Club.

In addition, the Club may find it necessary to terminate one or more Employees for budget or operational, or other non-performance related reasons.

In addition, if business conditions dictate, the Club may be required to implement a more widespread reduction-in-force. In such an event, the Club may select Employees for termination based on the Club's present and future needs and any other factors which the Club, in its sole discretion, finds relevant.

## **Final Pay**

Employees who resign voluntarily will generally receive their final pay on the Club's next regularly scheduled payday. Employees who are involuntarily terminated will receive their final pay within twenty-four (24) hours of termination. Because health insurance continues until the end of the month in which the employment relationship ceases, any Employee contributions owed for the remainder of the month in which the resignation or termination occurs will be deducted from the Employee's final pay.

## **Club Property and Confidential Information**

Before an existing Employee terminates, the Employee must return to the Club all Club property and complete the following including: (a) a completed and verified final time card; (b) Club keys, identification cards, communications equipment, computers, supplies, files or the like; and (c) all Confidential Information (as defined in the Employee Code of Conduct) or other proprietary information.

## **Continuation of Insurance After Termination**

Insurance coverage is generally canceled the first day of the month following the Employee's resignation or termination date. However, a terminated Employee may be eligible to continue insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (as amended, "COBRA") or state law. If an existing Employee qualifies for COBRA or other continuation coverage under state law, they will receive a letter from the Club's benefits administrator

promptly following the Employee's resignation or termination explaining all relevant rights. This letter will also explain how to enroll and pay for continuation coverage.

DATE (MM/DD/YYYY)  
7/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: <b>Jessica Wright</b>	
	PHONE (A/C, No, Ext): <b>801 531-1234</b>	FAX (A/C, No): <b>801-531-6117</b>
INSURED	E-MAIL ADDRESS: <b>jessica@moreton.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED  Boys & Girls Clubs of Greater Salt Lake P.O. Box 57071 Murray, UT 84157	INSURER A: <b>Philadelphia Indemnity Insurance Co.</b>	<b>18058</b>
	INSURER B: <b>WCF Mutual Insurance Company</b>	<b>10033</b>
	INSURER C: <b>Philadelphia Insurance Company</b>	<b>23850</b>
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY			PHPK2575553	07/01/2023	07/01/2024	EACH OCCURRENCE	<b>\$1,000,000</b>
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence)	<b>\$100,000</b>
							MED EXP (Any one person)	<b>\$20,000</b>
							PERSONAL & ADV INJURY	<b>\$1,000,000</b>
							GENERAL AGGREGATE	<b>\$3,000,000</b>
							PRODUCTS - COMP/OP AGG	<b>\$3,000,000</b>
A	AUTOMOBILE LIABILITY			PHPK2575553	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	<b>\$1,000,000</b>
	ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						BODILY INJURY (Per person)	\$
	Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	UMBRELLA LIAB			PHUB872333	07/01/2023	07/01/2024	EACH OCCURRENCE	<b>\$1,000,000</b>
	EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE	<b>\$1,000,000</b>
	DED <input checked="" type="checkbox"/> RETENTION \$10000							\$
								\$
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N  N	N / A	1351961	08/01/2022	08/01/2023	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/>						E.L. EACH ACCIDENT	<b>\$1,000,000</b>
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	<b>\$1,000,000</b>
							E.L. DISEASE - POLICY LIMIT	<b>\$1,000,000</b>
								\$
								\$
A	Abuse/Molestation			PHPK2575553	07/01/2023	07/01/2024	<b>\$1,000,000/3,000,000</b>	
A	Professional Liab			PHPK2575553	07/01/2023	07/01/2024	<b>\$1,000,000/3,000,000</b>	
C	D&O/EP			PHSD1809199	07/01/2023	07/01/2024	<b>\$2,000,000/2,000,000</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as an Additional Insured with respect to the General Liability and

Abusive Conduct Liability coverages.

## CERTIFICATE HOLDER

## CANCELLATION

Boys & Girls Clubs of America 1275 Peachtree Street NE Atlanta, GA 30309	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Philadelphia Indemnity Insurance Company  
Additional Insured Schedule

**Policy Number:** PHPK2575553

**Additional Insured**

Boys & Girls Clubs of America  
Attn: Christina Love  
1275 Peachtree St NE  
Atlanta, GA 30309-3580

PI-SAM-010 - Sexual/Physical Abuse

**Additional Insured**

Boys & Girls Clubs of America  
Attn: Christina Love  
1275 Peachtree St NE  
Atlanta, GA 30309-3580

CG2026 - General Liability

**Additional Insured**

Wells Fargo Bank, National Association  
BBG Loan Operations  
P.O. Box 659713  
San Antonio, TX 78265-9713

CG2018 - UT - Loc #2

CG2018 - UT - Loc #10

**Additional Insured**

Salt Lake City Corporation Housing &  
Neighborhood Dev.  
PO Box 145455  
Salt Lake City, UT 84114-5455

CG2005 - General Liability  
re: Community Development Block Grant Funds

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Boys & Girls Clubs of America

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – ABUSIVE CONDUCT LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**ABUSIVE CONDUCT LIABILITY COVERAGE FORM – CLAIMS MADE DEFENSE WITHIN LIMITS**  
**ABUSIVE CONDUCT LIABILITY COVERAGE FORM – CLAIMS MADE**  
**ABUSIVE CONDUCT LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s):**

**Boys & Girls Clubs of America**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Who Is An Insured**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the **SCHEDULE** above, but only with respect to "damages" because of "bodily injury" to which this insurance applies; caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by contract or agreement to provide for such additional insured.

**B. Limits of Insurance**

With respect to the insurance provided to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### **C. Primary and Non-Contributory Condition**

This provision applies to any person or organization who qualifies as an additional insured under this endorsement under this policy.

The following is added to **SECTION V – ABUSIVE CONDUCT LIABILITY CONDITIONS, D. Other Insurance:**

If you have agreed in a written contract or agreement to provide the additional insured coverage on a primary and non-contributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for "damages" we cover.

When a written contract or agreement between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

#### **D. Waiver of Transfer of Rights of Recovery Against Others to Us**

The following is added to **SECTION V – ABUSIVE CONDUCT LIABILITY CONDITIONS, G. Transfer of Rights of Recovery Against Others To Us:**

However, we will waive any right of recovery if you have agreed in a written contract or agreement to waive any right of recovery we have for payment we have made for "damages" arising out of your operations under a contract for that person or organization shown in the **SCHEDULE** because of any "bodily injury" to which this insurance applies, provided that the "damages" occur subsequent to the execution of the written contract or agreement.

All other terms and conditions of the Coverage Part apply.



## APPLICATION FOR FUNDS

All applications must be received by July, 28, 2023 at 5:00 p.m. and applicants must plan to attend and present at a future public hearing (date to be determined). Late or incomplete application will not be considered.

### APPLICANT INFORMATION

Legal Name of Applicant/Agency: The Miss Murray Scholarship Organization

Applicant Website: \_\_\_\_\_

Physical Address: 5595 Shadow Wood Dr.

City: Murray State: UT Zip Code: 84123

Mailing Address (if different from Physical Address):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### APPLICANT CONTACT INFORMATION

Name: Lindsey D. Smith

Email Address: MissMurrayDirector@gmail.com

Telephone Number: 801-699-2288

### PROGRAM INFORMATION

Funding Request Amount (Maximum of \$ 14,000 ):

Is your organization a 501(c)?

Yes X

No \_\_\_\_\_

Program is:

New program/service - not previously provided in the most recent 12 months

Existing program/service - previously provided in the most recent 12 months

1. Program Description (500 characters or less):

The Miss Murray Organization's mission is to empower women to be leaders in their community. As a representative of the city, the young woman chosen as Miss Murray every year will implement her own Community Service Initiative as well as serve Murray City at different community events. The Miss America Organization has been around for over 100 years, and our earliest Miss Murray recorded is Blanch Farrer in 1937. This program has evolved over the years, but has always been focused on providing scholarships to young women to further their education.

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2. What service will you be providing with the use of these funds? (500 characters or less):

The funds requested are to pay out the scholarships won by last year's winners upon the conclusion of their year of service.

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The increase in funds from previous years is to go towards operational costs to hold the next competition (like renting rehearsal and performance space).

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Women between the ages of 18-28 years old can participate in the competition. Run completely by volunteers, the Miss

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Murray Organization offers a series of workshops to teach, mentor and inspire these women to be the best versions of

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themselves. They learn how to: write resumes, practice interviews, present themselves with confidence, speak about causes they are passionate about, and perform under pressure. This program is not about winning or losing, it is about

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building lifelong skills that will propel these women to be leaders. These workshops culminate in the annual Miss Murray Scholarship Competition where these women compete for scholarship money and the title of Miss Murray.

3. Why is this service needed in Murray? (350 characters or less):

This program empowers women to lead and give back to their community.

Leesa Lloyd was the previous director of this program and she was a teacher at Murray High School. Leesa inspired

and guided young women in the Miss America Scholarship Organization for over 44 years. This great passion has

molded hundreds of young women's lives to strive and achieve great things. She led the Miss Murray Scholarship

Competition for 27 years. This great influence is evidenced by the many great leadership roles these women take on as

they progress in their education, family life and contributions to their community. Leesa developed

and nurtured a huge network of pageant committee friends and participants. She was greatly admired for her expertise

and devotion. She unexpectedly passed away last year and the legacy she left can be seen in the achievements of the

women she mentored in this program. The Miss Murray Organization has an impeccable reputation and deserves to

continue at the level of excellence that she had built.

4. What specific population and age group in Murray is the program intended to serve (beneficiary population)?: Women ages 18-28 who serve the entire community

5-10 Contestants, 40 Summer camp, and an intangible number of members in the community through the winner's Community Service Initiative

5. How many people are expected to be serviced with this program?: 5-10 Contestants, 40 Summer camp, and an intangible number of members in the community through the winner's Community Service Initiative

6. When is the program offered?: Once a year

7. What is the expected timeline for expenditure of requested funds?: Immediate

These funds are to pay out the scholarships for the women who have spent the last year serving the community as well as holding the program for the next winner

8. What is the expected timeline and duration of the program (if different from expenditure timeline)?: One year

Scholarship money is paid directly to the school the young women are attending after they have completed their year of service and participated in every parade on the Murray City Float.

9. Where is the program held (if different from agency location)?: Competition is held at Hillcrest Junior High

The program is designed to educate and prepare all of the participants with skills to help them serve the city as well as build professional skills for their future careers. We have 4 workshops prior to competition that are held in different donated spaces. Once a winner is announced, she spends the year implementing her Community Service Initiative in the city and needs to partner with sponsors or get space donated to hold the events she needs.

10. What public purpose will this program serve (i.e., how will this benefit a majority of Murray residents)?:

a. How does the appropriation benefit the community as a whole?

Miss Murray is a role model and leader within the community. She spends her year of service implementing a

Community Service Initiative within Murray City, and depending on what her program is, she reaches countless

numbers of Murray residents. She represents Murray City as she represents the 4 points of the crown -

Scholarship, Style, Success, and Service and inspires others to reach their fullest potential. She also rides on the

Murray City Float all summer long in other cities and is an ambassador of the city when she visits elementary schools.

b. Does the appropriation directly relate to the functions of government?

Miss Murray is an identifiable person in the community. She attends ribbon

cuttings, the tree lighting, the 4th of July Sunrise Service at the Murray

Amphitheater. She is a representative of the city and an ambassador of

goodwill.

c. What is the intended ultimate goal or benefit to the public?

This program is to empower women to lead. It encourages

excellence and service in our community and gives young

women the opportunity to succeed. Those women end up

giving back to the city in immeasurable ways.

d. Are Murray residents or private parties the primary beneficiaries?

The women that compete for Miss Murray have to be residents of Murray City. They

are the ones that receive the scholarship money. The woman that wins the title

spends the next year doing service in Murray City.

e. Is the benefit to Murray residents speculative?

Yes. You cannot measure the impact a Miss Murray will have on the Murray residents she interacts with. Our current Miss Murray served as Murray's Little Miss in 2014 and that ignited her desire for service within the community. She created "Service Without a Trace (SWAT)" and has enlisted over 70 young women to help her spread kindness and perform service since then. She's only one person - imagine how many people have benefited over the years from each Miss Murray!

f. What is the probability that the public interest will be served and to what degree?

Murray residents love Miss Murray! She elevates events when she is in attendance and she's a role model to those around her. She works hard to serve the city in any way she can while also working to implement her own Community Service Initiative.

g. Does the expenditure have as its primary objective the benefit of a private interest?

The majority of the funds requested go to scholarships for Miss Murray, the 1st Runner Up, the 2nd Runner Up, the overall Talent winner, and outfitting those women to ride on the Murray City Float. The remainder of those funds are operational costs to produce the program

11. Describe how the community will be notified of the program (application, referral, social media, website, etc.):

Current marketing for participation has been through the instagram account @MissMurray.UT.

posters/flyers put up and around Murray High School as well as different city locations. Leesa Lloyd was a teacher at Murray High School, so she was able to reach young women and introduce them to the program. We started a Murray's Little Miss Camp this summer to introduce the organization to younger girls and bring awareness to Miss Murray. Referrals are also a great way to get people involved!

12. Describe how eligibility of any individual beneficiaries will be determined for the program:

Women ages 18-28 that are residents of Murray City.

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We launched a Murray's Little Miss Camp this summer for young girls ages 7-11 to bring the mentorship aspect of Miss Murray to younger girls and to find our next Murray's Little Miss as well.

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## PROGRAM OVERSIGHT

13. Identify and Describe other sources of funding used for the program:

Ticket sales to the Miss Murray Competition and donations through "The People's Choice Award" raise money to send Miss Murray to represent our city at Miss Utah.

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This program relies on donors and sponsors to function. Everyone involved is a volunteer and we have a photographer who donates headshots, programs have been moved to being digital with a QR code, and more.

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14. Briefly describe your agency's fiscal oversight/internal controls to minimize opportunities for fraud, waste, and mismanagement:

The Miss Murray Scholarship Organization has a Board of 3 to keep track of finances.

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15. How does your agency plan to segregate these funds from other agency funds for purposes of identification, tracking, reporting and audit?:

The scholarship funds are printed in the program and promised to the winners a year in advance.

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The women have 2 years to claim their winnings and have it sent to the educational institution of their choice to further their education. We will be creating a spreadsheet to keep track of winnings and payouts.

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16. What other financial resources are committed to the program?:

None. The entire program is volunteer run and works hard to get donations and sponsors for things like awards, flowers, panelist dinner/gifts, etc.

17. Describe the experience, number of staff, and percent of time each staff member will commit to the project:

Director: Lindsey Smith (Leesa Lloyd ran it for 27 years and Lindsey took it over in September 2022)

36 hours were physically dedicated to holding the competition (preparatory workshops and rehearsals). The day of the competition is a 10 hour day. This does not count the endless hours spent individually mentoring girls or any of the work to help the winner implement her Community Service Initiative in the community and prepare for the Miss Utah competition over the course of the year. It takes hundreds of hours of volunteer time between Lindsey and the other volunteers.

18. Describe the amount and other sources of funding that will cover salaries and operational expenses for the organization:

The Miss America Organization is entirely run by volunteers. There are no salaries. For 27 years, there were no operational expenses for the program because Leesa Lloyd was the dance teacher at Murray High School and had access to rehearsal and performance space at no cost. To pull off the program in 2022, the program relied on donated rehearsal space and money left after Leesa's death. Ticket sales and The People's Choice Award helped offset some of the costs for the Miss Murray Program. We also held a Little Miss Murray Camp this summer as a fundraiser and mentorship program.

19. Describe the organization's relative experience in undertaking a program of similar scope and complexity:

Lindsey Smith served as Miss Murray in 2006 and placed in the Top 15 at Miss Utah. Upon graduating from the University of Utah with her BFA in Modern Dance, she has spent the last 15 years working in entertainment. She spent 5 seasons as a Radio City Rockette, and over a decade working for Walt Disney World as a performer, choreographer and educator. She has choreographed corporate shows and events for clients like Walmart, Sherwin Williams and Disney. She's now the Resident Dance and Movement Specialist at Hale Centre Theatre and works in their education department. She's a role model and an example of the success that the Miss Murray Organization prepares women for.

20. How will these funds further the mission of your organization?

Empowering Women to Lead is the slogan of the Miss America Organization. The Miss Murray

Organization recognizes women for excellence in their community. Not only do these funds go to

scholarships for the incredible young women that compete to further their education, they are also used

to recognize other areas of excellence. For example, every year the program recognizes a "Woman of

Achievement" award from a woman making an impact on Murray City.

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21. Please provide a power point presentation to be given at a City Council meeting. The presentation should include at a minimum: an overview of the organization, services provided by the organization, the financial request, the public purpose (i.e., the benefit to a majority of Murray residents) and how the funds will be used. Presentations should not exceed 5 minutes length.

## **ATTACHMENTS**

Please include the following documents with your application, Incomplete applications will not be considered for funding.

Proof of non-profit status

By-Laws

Articles of Incorporation/Utah Certificate of Formation

Organization chart

Existing Annual Budget

Proposed program budget, including line-item expenses

Personnel policies and volunteer policies

Presentation

Certificate/proof of insurance (professional and general liability)

## **CERTIFICATIONS**

**THE APPLICANT CERTIFIES TO THE BEST OF HIS/HER KNOWLEDGE AND/OR  
ACKNOWLEDGES:**

- a. The information submitted to the Murray City in this application, and substantially in connection with this application, is true and accurate.
- b. The applicant organization is compliant with applicable laws, regulations, ordinances, and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity, or inadequate capital to complete the project.
- c. The applicant organization is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with its creditors that could have an adverse material impact on the program.
- d. The applicant organization must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the program.
- e. If funded, grant awards will be made in the form of a sub-recipient agreement executed between the applicant and the City. The grant period, scope, allowable budget, and reporting requirements will be outlined in the contract between the nonprofit and the City. Payments will be made on an itemized basis; no lump sums will be distributed through this program.
- f. Submitting incomplete, false, or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance.
- g. Applicant must complete entire application to be eligible.

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APPLICANT SIGNATURE

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DATE



# MURRAY CITY COUNCIL

Complete and return to:  
Murray City Council Office  
10 East 4800 South #290  
Murray City, Utah 84107

## APPLICATION FOR FUNDS

All applications must be received by July, 28, 2023 at 5:00 p.m. and applicants must plan to attend and present at a future public hearing (date to be determined). Late or incomplete application will not be considered.

## APPLICANT INFORMATION

## The Murray Chamber Of Commerce

**Legal Name of Applicant/Agency:** \_\_\_\_\_

themurraychamber.com

Applicant Website: http://www.earth.com

5411 S. Vine St. #3

**Physical Address:** \_\_\_\_\_

Murray UT 84107

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Mailing Address (if different from Physical Address):**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## APPLICANT CONTACT INFORMATION

Matthew Gibbons

**Name:** \_\_\_\_\_

[support@murrayareachamber.com](mailto:support@murrayareachamber.com)

**Email Address:** \_\_\_\_\_

8012632632

**Telephone Number:** \_\_\_\_\_

## PROGRAM INFORMATION

60,000

**Funding Request Amount (Maximum of \$ 50,000):**

**Is your organization a 501(c)?**



Yes

No

Program is:

New program/service - not previously provided in the most recent 12 months

Existing program/service - previously provided in the most recent 12 months

**1. Program Description (500 characters or less):**

SEE ATTACHED

2. What service will you be providing with the use of these funds? (500 characters or less):

SEE ATTACHED

3. Why is this service needed in Murray? (350 characters or less):  
SEE ATTACHED

4. What specific population and age group in Murray is the program intended to serve (beneficiary population)? Businesses and the community at large.

20000

5. How many people are expected to be serviced with this program?: \_\_\_\_\_

daily

6. When is the program offered?: \_\_\_\_\_

during the year

7. What is the expected timeline for expenditure of requested funds?: \_\_\_\_\_ during the year \_\_\_\_\_

8. What is the expected timeline and duration of the program (if different from expenditure timeline)?: infinitely

throughout Murray

9. Where is the program held (if different from agency location)?: *throughout Maryland*

10. What public purpose will this program serve (i.e., how will this benefit a majority of Murray residents)?:

- a. How does the appropriation benefit the community as a whole?

SEE ATTACHED

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- b. Does the appropriation directly relate to the functions of government?

SEE ATTACHED

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- c. What is the intended ultimate goal or benefit to the public?

SEE ATTACHED

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- d. Are Murray residents or private parties the primary beneficiaries?

SEE ATTACHED

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e. Is the benefit to Murray residents speculative?

SEE ATTACHED

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f. What is the probability that the public interest will be served and to what degree?

SEE ATTACHED

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g. Does the expenditure have as its primary objective the benefit of a private interest?

SEE ATTACHED

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11. Describe how the community will be notified of the program (application, referral, social media, website, etc.):

SEE ATTACHED

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12. Describe how eligibility of any individual beneficiaries will be determined for the program:

SEE ATTACHED

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#### **PROGRAM OVERSIGHT**

13. Identify and Describe other sources of funding used for the program:

SEE ATTACHED

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14. Briefly describe your agency's fiscal oversight/internal controls to minimize opportunities for fraud, waste, and mismanagement:

SEE ATTACHED

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15. How does your agency plan to segregate these funds from other agency funds for purposes of identification, tracking, reporting and audit?:

SEE ATTACHED

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16. What other financial resources are committed to the program?:

SEE ATTACHED

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17. Describe the experience, number of staff, and percent of time each staff member will commit to the project:

SEE ATTACHED

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18. Describe the amount and other sources of funding that will cover salaries and operational expenses for the organization:

SEE ATTACHED BUDGET

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19. Describe the organization's relative experience in undertaking a program of similar scope and complexity:

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20. How will these funds further the mission of your organization?

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21. Please provide a power point presentation to be given at a City Council meeting. The presentation should include at a minimum: an overview of the organization, services provided by the organization, the financial request, the public purpose (i.e., the benefit to a majority of Murray residents) and how the funds will be used. Presentations should not exceed 5 minutes length.

## **ATTACHMENTS**

**Please include the following documents with your application, Incomplete applications will not be considered for funding.**

**Proof of non-profit status**

**By-Laws**

**Articles of Incorporation/Utah Certificate of Formation**

**Organization chart**

**Existing Annual Budget**

**Proposed program budget, including line-item expenses**

**Personnel policies and volunteer policies**

**Presentation**

**Certificate/proof of insurance (professional and general liability)**

## CERTIFICATIONS

**THE APPLICANT CERTIFIES TO THE BEST OF HIS/HER KNOWLEDGE AND/OR  
ACKNOWLEDGES:**

- a. The information submitted to the Murray City in this application, and substantially in connection with this application, is true and accurate.
- b. The applicant organization is compliant with applicable laws, regulations, ordinances, and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity, or inadequate capital to complete the project.
- c. The applicant organization is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with its creditors that could have an adverse material impact on the program.
- d. The applicant organization must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the program.
- e. If funded, grant awards will be made in the form of a sub-recipient agreement executed between the applicant and the City. The grant period, scope, allowable budget, and reporting requirements will be outlined in the contract between the nonprofit and the City. Payments will be made on an itemized basis; no lump sums will be distributed through this program.
- f. Submitting incomplete, false, or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance.
- g. Applicant must complete entire application to be eligible.

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APPLICANT SIGNATURE

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DATE



7/26/23

## 1. Program Description

The Murray Chamber of Commerce is a dynamic organization that serves as the cornerstone of business development and community growth in the city of Murray and its surrounding areas.

Established with the primary mission of fostering economic prosperity and supporting local businesses, the chamber plays a pivotal role in bringing together diverse stakeholders to collaborate, innovate, and promote the overall well-being of the region.

Rooted in a rich history, the Murray Chamber of Commerce was founded several decades ago by a group of visionary entrepreneurs and community leaders. Since its inception, the chamber has grown exponentially, adapting to the changing needs of its members and the broader community. Today, it stands as an influential and respected institution, driven by a passion for empowering businesses and ensuring the sustainable development of the local economy.

One of the core functions of the chamber is to serve as a central hub for businesses of all sizes and sectors. Whether it's a small startup, a mid-sized enterprise, or a large corporation, the chamber offers a range of resources and services to assist businesses at every stage of their growth journey. From networking events and business workshops to access to funding opportunities and expert consultations, members benefit from a robust support system that helps them thrive in a competitive market.

In addition to supporting individual businesses, the Murray Chamber of Commerce also acts as a collective voice for the business community. By advocating for policies that foster economic growth and create a conducive business environment, the chamber works closely with local government authorities, policymakers, and other stakeholders to address pertinent issues and ensure the region's long-term prosperity.

Furthermore, the chamber plays an essential role in promoting the area as a vibrant and attractive destination for tourists and investors alike. Through various marketing campaigns, events, and collaborations with tourism organizations, the chamber works to showcase the unique attractions and opportunities the Murray area has to offer.

Community engagement is another key aspect of the Murray Chamber of Commerce's endeavors. The chamber actively participates in philanthropic initiatives and social projects that contribute to the well-being of the community at large. By supporting local charities, educational programs, and other civic activities, the chamber demonstrates its commitment to creating a sustainable and inclusive community.

An effective chamber of commerce understands that collaboration and partnerships are essential for achieving collective goals. Therefore, the Murray Chamber actively seeks alliances with other chambers, business associations, and economic development agencies. These collaborations create a broader network of support and open up avenues for joint initiatives that benefit the region as a whole.

As the world evolves and technology continues to shape business landscapes, the Murray Chamber of Commerce embraces innovation. It actively fosters a culture of entrepreneurship and encourages businesses to adopt modern practices and technologies that can enhance their competitiveness and efficiency.

In conclusion, the Murray Chamber of Commerce is an integral force driving economic growth and community development in the region. By offering resources, advocacy, and support to businesses, fostering partnerships, and engaging with the community, the chamber has earned its reputation as a vital and forward-thinking organization, dedicated to realizing the full potential of the Murray area.

## **2. What service will you be providing with the use of these funds?**

The Murray Area Chamber of Commerce, with the use of city funds, is committed to providing a range of essential services that contribute to the economic development, business growth, and overall prosperity of the city and its surrounding areas. These services are designed to support local businesses, foster a conducive business environment, and enhance the quality of life for residents. Here are some of the key services the chamber will offer with the assistance of city funds:

**Business Development Programs:** The chamber will develop and implement various business development programs aimed at assisting entrepreneurs and existing businesses. These programs may include workshops, seminars, and training sessions on topics such as marketing strategies, financial management, technology adoption, and workforce development. By empowering businesses with knowledge and skills, the chamber aims to enhance their competitiveness and sustainability.

**Networking Opportunities:** Facilitating networking is a crucial aspect of the chamber's services. Regular business mixers, industry-specific meet-ups, and networking events will be organized to connect businesses, professionals, and potential partners. These networking opportunities will foster collaboration, encourage the exchange of ideas, and create a strong business ecosystem in the Murray area.

**Advocacy and Government Relations:** The chamber will actively engage in advocacy efforts to represent the interests of the business community to local government officials and policymakers. By advocating for pro-business policies, fair regulations, and infrastructure improvements, the chamber aims to create an enabling environment for businesses to thrive and attract new investments to the city.

**Marketing and Promotion:** City funds will be utilized to implement marketing and promotional campaigns to showcase the Murray area as a desirable destination for both businesses and tourists. The chamber will highlight the unique selling points, attractions, and opportunities the city offers, positioning it as an attractive place to live, work, and invest.

**Business Resources and Consultations:** The chamber will establish resource centers equipped with valuable information, market research, and industry data to support businesses in making informed decisions. Additionally, expert consultations on legal matters, finance, and marketing will be provided to assist businesses in overcoming challenges and maximizing growth potential.

**Community Events and Support:** The chamber will organize and support community events and initiatives that enhance the quality of life for residents and foster a sense of unity within the city. This may include supporting local charities, sponsoring cultural events, and participating in social responsibility programs that address community needs.

**Small Business Support:** Recognizing the importance of small businesses in driving local economies, the chamber will specifically focus on providing targeted support to startups and small-scale enterprises. This support may include mentorship programs, and special training designed to address the unique challenges faced by small businesses.

In conclusion, the Murray Chamber of Commerce, with the use of city funds, will play a pivotal role in advancing the economic and social interests of the city and its residents. By providing a comprehensive range of services, the chamber aims to create a thriving business community, attract new investments, and ensure a prosperous future for the Murray area. Through collaboration with city officials, businesses, and community stakeholders, the chamber will work diligently to build a sustainable and inclusive local economy.

### **3. What service will you be provided with the use of these funds?**

The Murray Chamber of Commerce provides essential services that are crucially needed in the city for several reasons, highlighting its significant role in the economic and social development of the community.

Firstly, the chamber offers vital business support and fosters growth for a diverse range of businesses, from startups to larger corporations. By addressing challenges like limited resources and networking opportunities, the chamber enhances the overall business climate, contributing to the city's economic stability and growth.

Secondly, economic diversification is a priority for Murray to remain competitive in regional and global markets. The chamber's economic development initiatives attract new industries, promote innovation, and create a more resilient local economy. This emphasis on entrepreneurship and supporting new ventures ensures a sustainable economic future for Murray.

Thirdly, the chamber's advocacy efforts play a crucial role in representing the business community's interests to policymakers and government officials. By advocating for pro-business policies and fair regulations, the chamber helps create a business-friendly environment, attracting investments and stimulating economic growth.

Fourthly, the Murray Chamber of Commerce serves as a bridge between businesses and the community. Through events, philanthropy, and collaboration with local organizations, the chamber fosters community pride and engagement, ultimately contributing to an improved quality of life for all residents.

Fifthly, effective marketing and promotion are vital for attracting businesses, tourists, and investors to the area. The chamber's initiatives position Murray as an attractive destination with unique opportunities, enhancing the city's reputation both regionally and nationally.

Lastly, the chamber's targeted support for startups and small-scale enterprises empowers the backbone of Murray's economy. By addressing their specific needs and challenges, the chamber enables these businesses to thrive in the competitive market, further boosting local employment and economic growth.

In conclusion, the Murray Chamber of Commerce's services are indispensable for supporting businesses, promoting economic diversification, advocating for a business-friendly environment, engaging with the community, and marketing the area's strengths. Through essential resources, guidance, and collaboration opportunities, the chamber plays a pivotal role in the overall prosperity and sustainable growth of Murray, making it an attractive and competitive city for businesses, residents, and investors alike.

**10 a: How does the appropriation benefit the community as a whole?**

The appropriation provided to the Murray Chamber of Commerce yields numerous significant benefits for the community as a whole. By investing in the chamber's services and initiatives, the community experiences positive outcomes that foster economic growth, community development, and an improved quality of life for its residents.

Firstly, the chamber's role in promoting economic prosperity is essential. Through business support programs, advocacy efforts, and economic development initiatives, the chamber attracts new businesses, encourages entrepreneurship, and stimulates investment in the city. This results in job creation, increased tax revenue, and a thriving local economy.

Secondly, the appropriation allows the chamber to provide vital resources and support to businesses of all sizes. Workshops, consultations, networking opportunities, and access to information empower businesses to grow and succeed in a competitive market, contributing to the long-term sustainability and stability of the local business community.

Thirdly, the community benefits from improved infrastructure and services through the chamber's advocacy efforts. By collaborating with policymakers and government officials, the chamber advocates for necessary upgrades and developments that support business operations and enhance the overall living standards of residents.

Fourthly, the chamber's involvement in community events, philanthropic activities, and partnerships with local organizations fosters a sense of community pride and cohesion. These initiatives encourage residents to actively engage in community-building efforts and support causes that benefit the greater good, promoting social impact and community development.

Fifthly, the chamber's marketing and promotion efforts attract investments and tourism to the area. By showcasing the city's unique attractions, business opportunities, and amenities, the community benefits from increased spending by visitors, boosting local businesses, and supporting further economic growth.

Sixthly, small business empowerment is a crucial aspect of the chamber's work. With the appropriation, the chamber can provide targeted support to startups and small businesses, leading to increased job opportunities, diversified industries, and a more resilient business landscape.

Lastly, the chamber's services facilitate long-term planning and vision for the community. By advocating for sustainable economic development and responsible policies, the chamber ensures that decisions made today will positively impact future generations.

In conclusion, the appropriation to the Murray Chamber of Commerce significantly benefits the community by fostering economic prosperity, supporting business growth, enhancing infrastructure and services, promoting community engagement, attracting investments and tourism, empowering small businesses, and encouraging long-term planning. These outcomes contribute to the overall well-being and development of the community, creating a vibrant and sustainable city for its residents and businesses.

**10 b: Does the appropriation directly relate to the functions of government?**

Yes, the appropriation to the Murray Chamber of Commerce directly relates to the functions of government. The government plays a crucial role in promoting economic development, supporting local businesses, and

enhancing the overall well-being of the community. By allocating funds to the chamber, the government aims to strengthen the business environment, foster economic growth, and create a sustainable and thriving city.

The appropriation aligns with the government's function of promoting economic prosperity. By investing in the chamber's initiatives, such as business support programs and economic development efforts, the government facilitates job creation, attracts new businesses, and stimulates investment in the region. This directly contributes to the government's goal of boosting the local economy and generating increased tax revenue to fund public services and infrastructure projects.

Furthermore, the chamber's activities, such as advocacy for pro-business policies and infrastructure improvements, directly support the government's role in crafting and implementing policies that create a conducive business environment. By collaborating with the chamber, the government can gain valuable insights into the needs and challenges of the business community, ensuring that policies align with the interests of local businesses and residents.

Additionally, the appropriation promotes community engagement and social impact, which aligns with the government's function of fostering social well-being. Through the chamber's involvement in community events and philanthropic activities, the government supports efforts to strengthen the social fabric, enhance quality of life, and encourage residents' active participation in local affairs.

In conclusion, the appropriation to the Murray Chamber of Commerce directly relates to the functions of government. It facilitates economic development, supports local businesses, and promotes community engagement, all of which are essential aspects of the government's responsibilities to ensure the prosperity and well-being of the community.

#### **10 c: What is the intended ultimate goal or benefit to the public?**

The intended ultimate goal of providing funds to the Murray Chamber of Commerce is to benefit the public by fostering a thriving and prosperous community. By investing in the chamber's services and initiatives, the public experiences a range of positive outcomes that contribute to the overall well-being and development of the city.

The primary benefit to the public is the promotion of economic growth and prosperity. The chamber's efforts to attract new businesses, support startups, and advocate for pro-business policies lead to job creation and increased economic opportunities for residents. As businesses thrive, they generate higher tax revenues that can be reinvested in public services, infrastructure, and community development, ultimately enhancing the overall quality of life for the public.

Moreover, the chamber's emphasis on business growth and sustainability ensures a stable and diversified local economy. By providing essential resources, workshops, and consultations, the chamber empowers businesses to overcome challenges and remain competitive. This, in turn, creates a resilient business landscape that can withstand economic fluctuations and contribute to the long-term stability of the public's livelihoods.

The appropriation's goal is also to foster community engagement and social impact. Through the chamber's involvement in community events, philanthropy, and partnerships with local organizations, residents are encouraged to actively participate in building a stronger social fabric. The sense of community pride and

cohesion nurtured by the chamber's activities results in a more supportive and connected community, which benefits the public in various ways.

Additionally, the appropriation aims to attract investments and tourism to the area, bolstering the local economy and job market. The chamber's marketing and promotion efforts highlight the city's unique attractions, creating visibility and drawing visitors, businesses, and potential investors to the area. This influx of economic activity positively impacts the public by creating more opportunities for businesses and increasing the city's desirability as a place to live and work.

In conclusion, the intended ultimate goal of providing funds to the Murray Chamber of Commerce is to benefit the public by fostering economic growth, supporting businesses, enhancing community engagement, attracting investments, and ultimately creating a prosperous and vibrant city. The appropriation aims to improve the overall well-being and quality of life for the public, making Murray a more attractive and competitive city for its residents, businesses, and visitors alike.

**10 d: Are Murray residents or private parties the primary beneficiaries?**

Murray residents are the primary beneficiaries. While private parties, such as businesses, may also benefit indirectly from the Chamber's initiatives, the ultimate focus of the appropriation is to enhance the well-being and prosperity of the local community, which primarily includes the residents of Murray.

**10 e: Is the benefit to Murray residents speculative?**

The benefit to Murray residents is not speculative. The Chamber of Commerce's initiatives, such as promoting economic growth, supporting local businesses, and enhancing community engagement, have a track record of delivering tangible and positive outcomes for the residents. These efforts lead to job creation, improved access to resources, increased economic opportunities, and a stronger sense of community pride and cohesion. As such, the benefits are well-founded and have been proven to contribute to the overall well-being and development of Murray residents.

**10 f: What is the probability that the public interest will be served and to what degree?**

The probability that the public interest will be served and to what degree is high. The appropriation to the Murray Chamber of Commerce is specifically aimed at promoting economic growth, supporting businesses, and enhancing the overall well-being of the community. Given the chamber's established track record and expertise in these areas, there is a strong likelihood that the public interest will be effectively served.

Through the chamber's business support programs, economic development initiatives, and advocacy efforts, the probability of fostering a thriving local economy and creating job opportunities for residents is significant. The chamber's targeted support for startups and small businesses also increases the probability of a diverse and resilient business landscape, which benefits the public by ensuring long-term economic sustainability.

Furthermore, the chamber's community engagement initiatives, involvement in philanthropic activities, and partnerships with local organizations contribute to strengthening social cohesion and community pride. This probability of enhancing community well-being and quality of life for the public is also high.

While no outcome can be guaranteed with absolute certainty, the Murray Chamber of Commerce's history of successful endeavors and its commitment to the community make it highly likely that the public interest

will be well served and to a considerable degree. As the chamber continues to implement its programs and initiatives, the positive impact on the public interest is expected to be tangible and significant.

**10 g: Does the expenditure have as its primary objective the benefit of a private interest?**

No, the expenditure does not have as its primary objective the benefit of a private interest. The primary objective of providing funds to the Murray Chamber of Commerce is to benefit the public interest by fostering economic growth, supporting local businesses, enhancing community development, and improving the overall well-being of the community. While private parties, such as businesses, may also benefit indirectly from the chamber's initiatives, the ultimate focus of the appropriation is to serve the broader public interest and promote the prosperity of the entire community.

**11. Describe how the community will be notified of the program (application, referral, social media, website, etc.)**

The community will be notified of the program through a multi-faceted approach, employing various channels to ensure widespread awareness. The Murray Chamber of Commerce will use a combination of application processes, referrals, social media, and their official website to disseminate information about the program.

1. Application Process: The chamber will create a streamlined and accessible application process for businesses and individuals interested in participating in the program. Application forms will be made available both online and in physical formats, allowing for easy access and submission.
2. Referrals: Existing program participants, chamber members, and community partners will be encouraged to refer others to the program. Word-of-mouth referrals can play a significant role in spreading awareness and encouraging community members to participate.
3. Social Media: The chamber will actively leverage social media platforms such as Facebook, Twitter, LinkedIn, and Instagram to reach a wide audience. Regular updates, posts, and announcements will be made to share program details, success stories, and relevant information.
4. Website: The Murray Chamber of Commerce's official website will serve as a comprehensive source of information about the program. A dedicated webpage will be created, offering program details, eligibility criteria, application instructions, and frequently asked questions.
5. Email Campaigns: The chamber will use email newsletters and targeted email campaigns to reach out to their existing mailing list and potential participants. This personalized communication will provide regular updates and reminders about the program.
6. Local Media and Press Releases: The chamber will collaborate with local media outlets to publish press releases and news articles about the program. Media coverage can significantly enhance program visibility and reach a broader audience.
7. Community Events and Workshops: The chamber will use various community events, workshops, and networking gatherings to personally engage with potential program participants. These face-to-face interactions can be instrumental in clarifying doubts and generating interest.

By employing these diverse communication channels, the Murray Chamber of Commerce aims to ensure that the community is well-informed about the program, increasing the likelihood of broad participation and positive impact within the community.

**12. Describe how eligibility of any individual beneficiaries will be determined for the program.**

The eligibility of individual beneficiaries for the program will be determined through a structured and transparent process. The Murray Chamber of Commerce will establish clear criteria and guidelines to assess each applicant's qualifications. The following steps will be taken to determine eligibility:

1. Application Submission: Individuals interested in benefiting from the program will be required to complete and submit an application form. The application form will gather essential information about the individual, their business (if applicable), and their specific needs or goals related to the program.
2. Review and Verification: The chamber's designated review committee or staff members will carefully review all submitted applications. They will verify the accuracy and completeness of the information provided by each applicant.
3. Compliance with Criteria: Eligibility criteria will be defined based on the program's objectives and funding restrictions. Applicants will be evaluated against these pre-established criteria to ensure that they meet the program's requirements.
4. Documentation Check: Applicants may be asked to submit supporting documents, such as identification, business licenses, or financial statements, to validate their eligibility claims.
5. Prioritization and Needs Assessment: If the program has limited spots or resources, the chamber may prioritize applicants based on specific needs or circumstances. For example, startups, small businesses, or underserved populations may be given preference.
6. Communication with Applicants: The chamber will maintain open communication with applicants throughout the eligibility determination process. Applicants will be informed of their status, whether they are eligible for the program or if additional information is required.
7. Appeals Process: In the event that an applicant is deemed ineligible and believes there has been an error or misunderstanding, the program may have an appeals process in place. This allows applicants to request a review of their case.
8. Data Privacy and Confidentiality: The chamber will adhere to data privacy and confidentiality standards to protect the personal information of the applicants during the eligibility assessment.

By following a comprehensive and fair process, the Murray Chamber of Commerce aims to ensure that the most deserving individuals are selected as beneficiaries of the program, maximizing the positive impact on the community.

**13. Identify and Describe other sources of funding used for the program:**

In addition to the appropriation provided to the Murray Chamber of Commerce, there may be other sources of funding used for the program to further support its initiatives and activities. Some of these sources could include:

1. Corporate Sponsorships: The chamber may seek financial support from local businesses and corporations through sponsorships. In exchange for funding, these sponsors may receive recognition, branding opportunities, and exposure at chamber events and programs.
2. Grants and Foundations: The chamber might apply for grants from governmental agencies, private foundations, or nonprofit organizations that align with the program's objectives. These grants could provide additional financial resources to enhance the program's impact.
3. Membership Dues: The chamber may utilize membership fees and dues from its member businesses to support the program. These funds contribute to the overall operational expenses and enable the chamber to offer more comprehensive services.
4. Fundraising Events: The chamber may organize fundraising events, such as galas, auctions, or charity drives, to raise funds for the program. These events not only raise money but also engage the community and build support for the chamber's initiatives.
5. Public-Private Partnerships: Collaborating with local government or other public entities, the chamber may enter into public-private partnerships to secure funding for specific projects or initiatives that align with mutual objectives.
6. Donations and Contributions: Individual donors and community members may contribute to the program through direct donations. The chamber could set up a donation platform or fundraising campaign to encourage community support.
7. Matching Programs: The chamber may explore matching programs where funds raised from the community are matched by businesses, foundations, or government entities, effectively doubling the impact of contributions.
8. Sponsorship Packages: The chamber could offer sponsorship packages to businesses and individuals interested in supporting specific program components. These packages may include various benefits and incentives based on the level of contribution.

By diversifying funding sources, the Murray Chamber of Commerce can enhance the program's sustainability and expand its reach, ultimately providing more extensive support and opportunities to the community. It is common for successful organizations to leverage multiple funding avenues to ensure the effectiveness and continuity of their programs and initiatives.

**14. Briefly describe your agency's fiscal oversight/internal controls to minimize opportunities for fraud, waste, and mismanagement:**

To safeguard against financial misconduct and ensure efficient use of resources, the Murray Chamber Of Commerce uses the following fiscal oversight and internal control measures:

1. Segregation of Duties: Responsibilities related to financial transactions, such as authorization, record-keeping, and custody of assets, are distributed among different individuals or departments. This segregation of duties reduces the risk of collusion and unauthorized activities.

2. Strong Accounting Practices: Organizations maintain accurate and up-to-date financial records using standardized accounting practices and software. Regular reconciliations of financial accounts are conducted to identify discrepancies promptly.
3. Budgeting and Expense Monitoring: Detailed budgeting and regular monitoring of expenditures help identify anomalies and prevent overspending. All expenses must align with approved budgets and organizational priorities.
4. Authorization and Approval Protocols: Proper protocols are established for approving financial transactions and expenditures. This includes setting thresholds for spending that require different levels of approval based on the amount involved.
5. Audits and Reviews: Regular internal and external audits are conducted to assess financial controls and ensure compliance with policies and regulations. Audit findings lead to corrective actions when necessary.
6. Whistleblower Mechanisms: Organizations often implement confidential reporting systems, like hotlines, to encourage employees and stakeholders to report suspected fraud or misconduct without fear of retaliation.
7. Training and Awareness: Employees and relevant stakeholders receive training on fiscal responsibility, ethical conduct, and the organization's internal controls. This fosters a culture of compliance and accountability.
8. IT Security and Access Controls: Adequate IT security measures, including restricted access to sensitive financial information, help prevent unauthorized access and potential data breaches.
9. Risk Assessments: Periodic risk assessments are conducted to identify potential vulnerabilities and areas of concern, allowing the organization to proactively address and mitigate risks.

By adhering to these fiscal oversight and internal control measures, agencies can minimize the risk of fraud, waste, and mismanagement, ensuring financial integrity and accountability throughout their operations.

**15. How does your agency plan to segregate these funds from other agency funds for purposes of identification, tracking, reporting and audit?:**

Sure! Here's a revised explanation of how the Murray Chamber segregates funds for identification, tracking, reporting, and audit:

1. Separate Bank Accounts: The Murray Chamber puts the funds in their own separate bank account, away from other money, so it's easy to see and manage.

2. Special Codes: Each set of funds gets a unique code, like a special number, to keep track of them in the financial records.
3. Reports: The Murray Chamber creates reports specifically for these funds, showing how much money came in and how it was spent.
4. Auditing: When auditors check the Murray Chamber's finances, they focus on these separate funds to make sure everything is done correctly.
5. Clear Records: The Murray Chamber keeps clear records of all the transactions involving these funds, like receipts and contracts, so they can show where the money went.
6. Checking for Mistakes: The Murray Chamber regularly compares the records with the actual money to make sure there are no mistakes or missing funds.
7. Following Rules: The Murray Chamber has strict rules to make sure the funds are used for the right reasons and can't be used for something else.
8. Oversight: The finance committee at the Murray Chamber makes sure everything is done correctly with these funds and follows the rules.

By using these simple steps, the Murray Chamber can manage the funds and keep everything organized and transparent.

#### **16. What other financial resources are committed to the program?:**

1. Membership Dues: The Murray Chamber may utilize funds generated from its member businesses through membership fees and dues to support the program.
2. Corporate Sponsorships: The chamber may seek financial support from local businesses and corporations through sponsorships and partnerships.
3. Grants and Foundations: The chamber may apply for grants from governmental agencies, private foundations, or nonprofit organizations that align with the program's objectives.
4. Fundraising Events: The chamber may organize fundraising events to raise additional funds for the program from the community and stakeholders.
5. Public-Private Partnerships: The chamber may collaborate with local government or other public entities in public-private partnerships to secure funding for specific projects or initiatives.

6. Donations and Contributions: Individual donors and community members may contribute to the program through direct donations.

7. Other Budget Allocation: The Murray Chamber may allocate a portion of its overall budget to support the program's activities.

It's essential to note that the availability and extent of these financial resources can vary over time and depend on the specific priorities and funding strategies of the Murray Chamber and its partners. For the most accurate and up-to-date information, it is best to inquire directly with the Murray Chamber of Commerce regarding the financial resources committed to the specific program in question.

**17. Describe the experience, number of staff, and percent of time each staff member will commit to the project:**

1. Experience: Our board, ambassadors and president have a wide range of business experience. These experiences consist of Digital Marketing, Branding, Business coaching, Business structure, Realestate, Legal, Accounting, Community Development, Advertising.

2. Number of Staff: Currently, the president is the only paid team member. We intend to add 2 more in the future.

3. Time Commitment: Our President works 40+ hours a week, Our ambassadors contribute approx. 120 hours a month.

**19. Describe the organization's relative experience in undertaking a program of similar scope and complexity:**

The chamber has decade upon decade taken on various projects of similar scope. Over the years the chamber has taken on projects such as:

1. **Community Events**: Organized community events that can strengthen the relationships among community members, businesses, and public service departments.

2. **Business and Education Partnerships**: Created partnerships between local businesses and schools.

3. **Public Safety Seminars**: Partnered with the police and fire departments to host public safety seminars.

4. **\*\*Economic Development Initiatives\*\*:** Developed initiatives that boost local businesses and create jobs, which in turn can improve local government revenues and provide more resources for schools and public services.
5. **\*\*Sponsorships for Public Services\*\*:** Organize funding or sponsorship programs where businesses contribute to the local police, fire departments, or schools.
6. **\*\*Advocacy and Policy Work\*\*:** Advocate for policies that benefit the community at the local, state, or national level. This has included lobbying for more funding for schools, pushing for business-friendly regulations, etc.
7. **\*\*Marketing Campaigns\*\*:** Run marketing campaigns that promote local businesses and attract tourists or new residents to the community. This can generate revenue and increase support for public services.
8. **\*\*Volunteer Programs\*\*:** Establish volunteer programs where business leaders and employees contribute their time to local schools, public service departments, or other community organizations.

**20. How will these funds further the mission of your organization?**

Currently the chamber has several powerful initiatives that it would like to explore further with increased funding:

1. **Business Attraction and Retention:** Work to attract new businesses to the city and help retain existing ones. The influx of businesses creates jobs, generates tax revenue, and can lead to increased spending in the local economy.
2. **Tourism Promotion:** By organizing events, highlighting attractions, and marketing the city's benefits to outsiders, the Murray Chamber can boost tourism. This increases revenue from tourism taxes and boosts local businesses, benefiting the overall economy.
3. **Public-Private Partnerships:** The Murray Chamber can facilitate partnerships between the city and private entities. These partnerships can lead to income-generating initiatives, such as infrastructure improvements, that benefit the city while providing business opportunities.
4. **Grants and Funding:** The chamber can assist local entities in applying for grants and funding from federal, state, and private sources. This can bring substantial money into the city and help fund important services like the police and fire departments, and schools.
5. **Community Development Initiatives:** Implementing initiatives to revitalize underutilized areas can increase property values and generate property tax revenue. This could include building affordable housing, renovating public spaces, or supporting local businesses in these areas.

6. **Business Training Programs:** By offering training and workshops to local businesses, they can help them grow and succeed. Successful businesses hire more employees, increase the tax base, and contribute to a vibrant community.
7. **Policy Advocacy:** Advocating for policies that attract and support businesses can help create a prosperous business environment. This could involve lobbying for tax incentives for businesses, pushing for improvements in local infrastructure, or advocating for education reforms that benefit local schools and attract families.
8. **Safety and Crime Prevention Programs:** Partnering with the police department to offer safety and crime prevention seminars can improve the community's safety. A safer community is more attractive to businesses and residents, enhancing property values and increasing tax revenue.
9. **Education and Workforce Development:** The chamber can work with schools and businesses to develop workforce training programs. These programs can help prepare students for local jobs, leading to a more prosperous community and a stronger tax base.
10. **Green Initiatives:** Promoting and implementing sustainable practices can attract eco-friendly businesses and green tourism. This can generate income and create a healthier environment, improving the quality of life for residents.



Russell Skousen  
*Executive Director*  
Department of Commerce

Jon M. Huntsman, Jr.  
*Governor*  
State of Utah

Kathy Berg  
*Director*  
Division of Corporations  
& Commercial Code

L PAT THORNE  
**MURRAY AREA CHAMBER OF COMMERCE**  
233 E 3900 S  
SALT LAKE CITY UT 84107



State of Utah  
Department of Commerce  
Division of Corporations & Commercial Code

## **CERTIFICATE OF REGISTRATION**

### **CORPORATION - DOMESTIC - NON-PROFIT**

This certifies that **MURRAY AREA CHAMBER OF COMMERCE** has been filed and approved on **3/17/2005** and has been issued the registration number **5861808-0140** in the office of the Division and hereby issues this Certification thereof.

**KATHY BERG**  
Division Director

**Ambassadors**

**Dorie Olds**  
[dorieodesigns@gmail.com](mailto:dorieodesigns@gmail.com)  
8016747329

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8018082414

**Michael Miller**  
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8019278889

**President**

Matt Gibbons  
[president@murraychamber.org](mailto:president@murraychamber.org)  
8012434750

**Board Members**

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[Lcleslie@leonardcleslie.com](mailto:Lcleslie@leonardcleslie.com)  
3022752736

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8014198256

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5308287378

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[jimbrass@xmission.com](mailto:jimbrass@xmission.com)  
8015987290

Kathy White  
[coachkathywhite@gmail.com](mailto:coachkathywhite@gmail.com)  
8016805877

RECEIVED

MAR 17 2005

Articles of Incorporation  
Of  
Murray Area Chamber of Commerce

We the undersigned, being of (18) years and older, do hereby submit the following articles of incorporation.

State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code  
I hereby certify that the foregoing has been filed  
and approved on this 17 day of March 2005  
In this office of this Division and hereby issue  
this Certificate thereof.

Examiner

110 Date 4-24-2005

  
Kathy Berg  
Division Director

**ARTICLE I**

**CORPORATE NAME**

The name of this corporation shall be, "Murray Area Chamber of Commerce."

**ARTICLE II**

**NON-PROFIT ORGANIZATION**

The Murray Area Chamber of Commerce operates as a 501(c)6 non profit corporation registered and accepted by the Internal Revenue Service.

**ARTICLE III**

**WHERE ORGANIZED**

This corporation is organized at Murray City, Salt Lake County, State of Utah.

**ARTICLE IV**

**NAMES OF INCORPORATORS**

The names and addresses of the incorporators are:

Joseph G. Rangel

PO Box 540293  
North Salt Lake City, UT 84054

Jess Gomez

5770 S. 300 E.  
Salt Lake City, UT 84107

L. Pat Thorne

233 E. 3900 S.  
Salt Lake City, UT 84107  
Date: 03/17/2005  
Receipt Number: 1404877  
Amount Paid: \$22.00

5841808-0140

## ARTICLE V DURATION

The period of existence and the duration of life of this corporation shall be ninety-nine (99) years unless sooner dissolved or disincorporated according to law.

## ARTICLE VI OBJECTS AND PURSUITS

The corporation is organized to carry the following business and pursuits.

The Murray Arca Chamber of Commerce is organized for the purpose of advancing the Commercial, Industrial, Political, and Educational interest of business and the principles of free enterprise while insuring a healthy prosperous business climate for the Murray Area.

## ARTICLE VII PLACE OF BUSINESS

The principle place of business and offices of the corporation shall be located at 5250 S. Commerce Drive suite 180 Murray city 84107, Salt Lake County, State of Utah.

## ARTICLE VIII INDIVIDUAL EXEMPTION

The private property of the stockholders shall not be liable for the corporate debt in any manner whatsoever and the members of the organization shall not be personally liable for the debts and obligations thereof.

## ARTICLE IX OFFICERS AND BOARD OF GOVERNORS

The officers and board of governors of this corporation, in whom the management and control of its business and prudential affairs shall be vested, shall consist of a Board of a minimum of eleven (11) governors, including the Executive Director, seven (7) of whom shall constitute of a quorum for the transaction of business. The Executive Committee shall consist of a President-Elect, immediate Past-president, and the Executive director. The Board of Governors shall be elected by the members of this

corporation annually as provided in by-laws. Members of the Board shall be elected alternately in groups of six (6) or five (5) to hold office for a term of two (2) years or until their successors in office are elected and qualified. An accountant will serve as ex-officio to monitor the finances of the organization. The President and President-elect shall be elected and selected from and by the members of the Board of Governors immediately following elections of the members of the corporation. Each of the said officers shall hold office for a term of one year, commencing on the date of his election and expiring when his successor has been elected and qualified. The executive directors shall be hired and appointed by the Board of Governors save and excepting the Executive Director must be a member in good standing.

The Board of Governors shall have power to adopt and amend bylaws, rules, regulations, and the laws for the governing of this corporation; to create committees, prescribe their duties, and appoint the members thereof; to fill all vacancies in office until the next annual meeting of the members; to create subordinate offices and positions and prescribe the duties for and fill the same; and in general do all things necessary and proper to carry out the corporate objects and pursuits of this corporation. The Board of Governors shall meet at least once a month.

Any officer or member of the board of governors may resign from office by filing with the president a written notice of his intentions at least ten (10) days before any special or any regular monthly meeting of the said Board.

## ARTICLE X

### ANNUAL MEETINGS

The regular annual meetings of the members of this corporation shall be held in the first quarter of each year for the purpose of formal introduction of the Board of Governors and for the transaction of such other corporate business as may be brought or may come before it.

## ARTICLE XI

### SPECIAL MEETINGS

Special meetings of the members of this corporation may be called at any time by the president, the board of Governors, upon written request of ten (10) per cent of the members in good standing, or by motion duly passed in any regular or special meeting.

**ARTICLE XII**  
**AMMENDMENTS**

These articles of incorporation may be amended by a majority vote of this corporation at any regular annual meeting or at any special meeting called for such purpose.

**ARTICLE XIII**  
**OFFICERS AND DIRECTORS**

The members of this corporation and until their successors in office are elected and qualified, the following named persons shall be officers and directors of this corporation, namely;

Joseph G. Rangcl

PO Box 540293  
North Salt Lake City, UT 84054

Jess Gomez

5770 S. 300 E.  
Salt Lake City, UT 84107

L. Pat Thorne

233 E. 3900 S.  
Salt Lake City, UT 84107

**ARTICLE XIV**  
**QUALIFICATIONS FOR MEMBERSHIP**

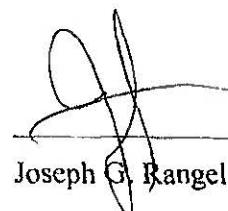
(A) Membership in the Chamber of Commerce shall be available to any corporation, firm, or individual interested in the objectives of a pro-active business organization. Membership must be approved by the Board of Governors.

(B) The membership shall consist of Business and Professional men and women interested in the Commercial, Industrial, Political, and Educational development of the Murray City business community.

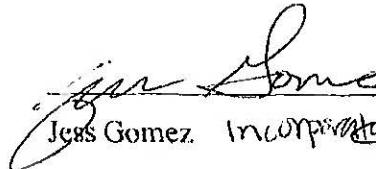
ARTICLE XV  
REGISTERED AGENT

The registered agent for this organization shall be L. Pat Thorne, whose address is 233 E. 3900 S. Salt Lake City, UT 84107. Acceptance of Registered Agent signature is attached.

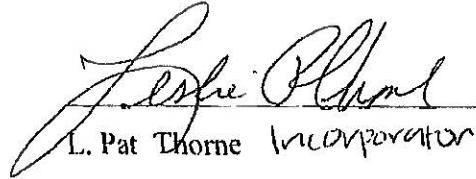
Dated at Murray City, Utah, this 1<sup>st</sup> day of March A.D. 2005

  
Joseph G. Rangel Incorporator

3/14/05  
Date

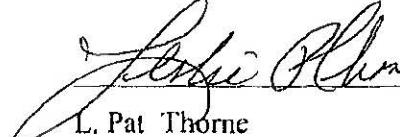
  
Jess Gomez Incorporator

3/11/05  
Date

  
L. Pat Thorne Incorporator

3/14/05  
Date

I, L. Pat Thorne, do hereby accept the responsibility of Registered Agent for the  
Murray Area Chamber of Commerce.

  
L. Pat Thorne

3/14/05  
Date

## MURRAY AREA CHAMBER OF COMMERCE BYLAWS

### ARTICLE I GENERAL

SECTION 1: Name: This organization is incorporated under the laws of the State of Utah and shall be known as the Murray Area Chamber of Commerce, Incorporated, hereinafter to be referred to as the Chamber.

SECTION 2: Purpose and Objectives: The Murray Area Chamber of Commerce is organized to achieve the objectives of 1) Preserving the competitive enterprise system of business by creating a better understanding and appreciation of the importance of business people and a concern for their problems; educating the business community and representing them in city, county, state, and national legislative and political affairs; preventing or, if they arise, addressing controversies which are detrimental to expansion and growth of business and the community; creating a greater appreciation of the value of a more liberal investment of substance and self on behalf of the interests of competitive business; 2) Promoting business and community growth and development by promoting economic programs of a civic, social, and cultural nature which are designed to increase the functional and aesthetic values of the community; and discovering and correcting abuses which prevent the promotion of business expansion and community growth.

SECTION 3: Area: The Murray area economic region shall mean to include the city of Murray and the surrounding areas located in Salt Lake County.

SECTION 4: Limitation of Methods: The Murray Area Chamber of Commerce shall observe all local, state, and federal laws which apply to a nonprofit organization as defined in Section 501 (C) (6) of the Internal Revenue Code.

### ARTICLE II MEMBERSHIP

SECTION 1: Eligibility: Any person, association, corporation, partnership, or estate having an interest in the objectives of the organization shall be eligible for membership.

SECTION 2: Membership Application: Applications for membership shall be in writing, on forms provided for that purpose, and signed by the applicant. The Board of Directors shall review all applications, and upon approval an applicant shall become a member upon payment of the regularly scheduled investment amount as provided in Article II Section 3 (which may be amended as needed to provide for fee increases.)

SECTION 3: Membership Investment: Membership Investments shall be at a rate prescribed by the Board of Directors, payable annually (in advance).

SECTION 4: Termination: A) Any member may resign from the Chamber upon written request of the Board of Directors; B) Any membership may be reinstated by the Board of Directors by a two-thirds vote for non-payment of dues after (90) days from the due date, unless otherwise extended for good cause; C) Any member may be terminated by a two-thirds vote of the Board of Directors at a regularly scheduled meeting thereof, for conduct unbecoming a member or prejudicial to the aims or repute of the Chamber. If and when such action is deemed appropriate, proper notice and opportunity shall be afforded the member to present his/her case at a hearing of the Board of Directors convened for that specific purpose.

SECTION 5: Voting: Each member person, firm, association, or corporation shall be entitled to cast one vote.

SECTION 6: Exercise of Privileges: Any firm, association, corporation, partnership, or estate holding membership may nominate individuals whom the holder desires to exercise the privileges of membership covered by its subscriptions and shall have the right to change its membership nomination upon written notice.

SECTION 7: Orientation: At regular intervals, orientation on the purposes and activities of this organization shall be conducted for the following groups: new directors, officers and directors, committee leaders, committees, and new members. A detailed outline for orientation of each of these groups shall be a part of this organization's procedures manual (or orientation handbook.)

SECTION 8: Honorary Membership: Distinction in public affairs shall confer eligibility to honorary membership. Honorary members shall have all the privileges of members except the right to vote and shall be exempt from payment of investment amount. The Board of Directors shall confer or revoke honorary membership by a majority vote.

### ARTICLE III MEETINGS

SECTION 1: Annual Meeting: The annual meeting of the Chamber shall be held during the first quarter of each year. The time and place shall be fixed by the Board of Directors and notice give to each member at least ten (10) days before said meeting.

SECTION 2: Additional Meetings: General Membership Meetings, Board Meetings, and Committee Meetings. General meetings of the Chamber of Commerce shall be held one day of each month as designated by the Board of Directors. The Board of Directors

shall meet at least once each month or more often as deemed necessary by the President. General meetings of the Chamber of Commerce may be called by the President at any time, or upon petition in writing of 20% of members in good standing. A) Notice of special meeting shall be mailed to each member at least five (5) days prior to such meetings; B) Board meetings may be called by the President or by the Board of Directors upon written application of three members of the Board. Notice (including purpose of the meeting) shall be given to each director at least one (1) day prior to said meeting; C) Committee meetings may be called at any time by the President, respective department vice-president, or by the committee's leader.

**SECTION 3: Quorums:** At any duly called General Meeting of the Chamber, thirty (30) members shall constitute a quorum; at any duly called meeting of the Board of Directors, a majority of the Directors in office shall constitute a quorum of the Board of Directors; at committee meetings, a majority of assigned committee members shall constitute a quorum.

**SECTION 4: Notices, Agenda, Minutes:** Written notice of all Chamber meetings must be given at least three (3) days in advance unless otherwise stated. Minutes and an advance agenda must be prepared for all meetings. A detailed outline for the preparation of both shall be a part of this organization's procedures manual.

#### **ARTICLE IV** **BOARD OF DIRECTORS**

**SECTION 1: Composition of the Board:** The Board of Directors shall be composed of eleven (11) members. The Executive Director and Past President shall automatically be members of the Board of Directors. Members of the Board of Directors shall be elected annually to serve for two (2) years, or until their successors are elected and have qualified. The government and policy-making responsibilities of the Chamber shall be vested in the Board of Directors, which shall control its property, be responsible for its finances, and direct its affairs.

##### **SECTION 2: Selection and Election of Directors**

**A. Nominating Committee.** At the regular August Board Meeting, the Board of Directors shall appoint a Nominating Committee of three (3) members of the Chamber. The President shall designate the Head of the Committee.

Prior to September the Nominating Committee shall present to the Executive Director a single slate of candidates to serve two (2) year terms, to replace the Directors whose regular terms are expiring. Each candidate must be an active member in good standing and must have agreed to accept the responsibility of a directorship.

B. Publicity of Nomination. The Chairman of the Nominating Committee shall present the names of persons nominated as candidates for directors at the regular Board meeting in September.

C. Election. Balloting shall take place following the September Board meeting by mail. At least ten (10) days before election day, the Executive Director shall mail to each qualified member a printed ballot containing the names, alphabetically arranged, of the candidates for the Board of Directors. Members will have ten (10) days to make any additional recommendations for Board members.

At the next general membership meeting of the Chamber after October 13, the New Board members will be presented to the membership for sustaining vote.

SECTION 3: Seating of New Directors: All newly elected Board members shall be seated at the next regularly scheduled Board meeting following the election and shall be participating members thereafter. Retiring Directors shall continue to serve until January 1 and shall provide training and assistance to the new Directors.

SECTION 4: Vacancies: A member of the Board of Directors who shall be absent from three (3) consecutive meetings of the Board of Directors shall automatically be dropped from membership on the Board, unless confined by illness or otherwise decreed by a majority vote of those voting at any meeting thereof. Vacancies on the Board of Directors, or among the officers, shall be filled by appointment of the Board of Directors by a majority vote. Such appointees shall be from the Membership or the Board and shall meet the requirements set forth in Article IV Section 2(a).

SECTION 5: Policy: The Board of Directors is responsible for establishing procedure and formulating the policies of the organization. These policies shall be maintained in a Policy Manual, to be reviewed annually and revised as necessary.

SECTION 6: Management: The Board of Directors shall employ an Executive Director and Administrative Assistant and other positions as may be deemed advisable and shall fix their salaries and other consideration of employment through an Employment Agreement. Executive Director: The Executive Director will be the Chief Administrative Officer with duties and responsibilities as set forth in an Employment Agreement as approved by the Board of Directors, and shall be a voting member of the Board of Directors. Administrative Assistant: The Administrative Assistant shall serve as secretary to the Executive Director and the Board of Directors with duties and responsibilities as set forth in an Employment Agreement as approved by the Executive Committee.

SECTION 7: Indemnification: The Chamber may, by resolution of the

Board of Directors, provide for indemnification by the Chamber of any and all of its Directors or former Directors against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding in which they or any of them are made parties, or a party, by reason of having been Directors of the Chamber, except in relation to matters as to which such director shall be adjudged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for negligence or misconduct.

## ARTICLE V OFFICERS

SECTION 1: Determination of Officers: The Board of Directors (new and retiring directors) at its regular October meeting or another date determined by the Board shall reorganize for the coming year. The Nominating Committee for Directors shall also nominate the President-elect. The President-elect will be elected by a simple majority vote of the members of the new board and shall serve for a term of one (1) year or until his/her successors assume the duties of the office, and he/she shall be a voting member of the Board of Directors.

### SECTION 2: Duties of Officers:

A. President. The President shall serve as the Chief Executive Officer of the Chamber and shall preside at all meeting of the membership, Board of Directors, and Executive Committee. The President shall, with advice and counsel of the President-elect and the Executive Director determine all committees, select all chairmen, and assist in the selection of committee personnel, subject to the approval of the Board of Directors. The President shall also serve as head of the Program of Work for the Chamber. As such, the President will be responsible for determining that the program activities of the Chamber are of such duration as is required, at all times being alert to assure that the activities of the Chamber are directed toward achieving business and community needs in the area served by the Chamber.

B. Past President. The Past President shall vote, serve in an advisory capacity to the President as an assistant, and provide continuity in case of a tie vote.

C. President-Elect. The President-elect shall exercise the powers and authority and perform the duties of the President in the absence or disability of the President. The President-elect shall be responsible for the safeguarding of all funds received by the Chamber and for their proper disbursement. Such funds shall be kept on deposit in financial institutions, or invested in a manner approved by the Board of Directors. Checks are to be signed by any two members of the Executive Committee. The President-elect shall cause a monthly financial report to be made

to the Board.

D. Executive Director. The Executive Director shall be the chief administrative and executive officer. The Executive Director shall serve as a secretary to the Board of Directors, and cause to be prepared notices, agendas, and minutes of meetings of the Board. The Executive Director shall serve as advisor to the President and Program of Work Committee on program planning, and shall assemble information and data and cause to be prepared special reports as directed by the Program of the Chamber.

The Executive Director shall be a voting member of the Board of Directors, the Executive Committee, and all committees. With assistance of the Divisional Vice-President, the Executive Director shall be responsible for administration of the program of work in accordance with the policies and regulations of the Board of Directors. The Executive Director shall be responsible for hiring, discharging, directing, and supervising all employees. With the cooperation of the Program of Work Committee, the Executive Director shall be responsible for the preparation of an operating budget of the Board of Directors. The Executive Director shall also be responsible for all expenditures with approve budget allocation.

SECTION 3: Executive Committee: The Executive Committee shall act for and on behalf of the Board of Directors when the Board is not in session, but shall be accountable to the Board for its actions. It shall be composed of the President, Past President, President-elect, and the Executive Director. The President will serve as head of the Executive Committee.

SECTION 4: Indemnification: The Chamber may, by resolution of the Board of Directors, provide for indemnification of the Chamber of any and all of its Officers or former Officers as spelled out in Article IV Section 7 of these bylaws.

## ARTICLE VI COMMITTEES AND DIVISIONS

SECTION 1: Appointment and Authority: The President shall, by and with the approval of the Board of Directors, appoint all committees and committee-leaders. The President may appoint such ad hoc committees and their leaders as deemed necessary to carry out the program of the Chamber. Committee appointments shall be at the will and pleasure of the President and shall serve concurrent with the term of the appointing President, unless a different term is approve by the Board of Directors. It shall be the function of committees to make investigations, conduct studies and hearings, make recommendations to the Board of Directors, and to carry on such activities as may be delegated to them by the Board.

SECTION 2: Limitation of Authority: No action by any member,

committee, division, employee, Director, or Officer shall be binding upon, or constitute an expression of, the policy of the Chamber until it shall have been approve or ratified by the Board of Directors. Committees shall be discharged by the President when their work has been completed and their reports accepted, or when, in the opinion of the Board of Directors, it is deemed wise to discontinue the committee.

SECTION 3: Testimony: Once committee action has been approved by the Board of Directors, it shall be incumbent upon the committee leaders, or, in their absence, whom they designate as being familiar enough with the issue to give testimony to, or make presentations before, civic and government agencies.

SECTION 4: Division: The Board of Directors may create such divisions, bureaus, departments, councils, or subsidiary corporation as it deem advisable to handle the work of the Chamber. The Board shall authorize and define the powers and duties of all divisions, bureaus, departments, councils, and subsidiary corporations. The Board shall annually review and approve all activities and proposed programs of such divisions, bureaus, departments, councils, or subsidiary funds. No action or resolution of any kind shall be taken by divisions, bureaus, departments, councils, or subsidiary corporations having bearing upon or expressive of the Chamber unless approved by the Board of Directors.

## ARTICLE VII FINANCE

SECTION 1: Funds: All money paid to the Chamber shall be placed in a general operating fund. Funds unused from the current year's budget will be placed in a reserve account. The Chamber may borrow funds only when approved by a two-thirds vote of the Board of Directors. Funds borrowed cannot exceed a loan term beyond six (6) months. Borrowed funds should only be approved in anticipation of membership investments owing and should not exceed one-third of the membership investments receivable and due.

SECTION 2: Disbursements: Upon approval of the budget, the Executive Director is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board of Directors. Disbursement shall be by check without a second authorizing signature. However, disbursements in excess of \$100 will require signature of two (2) Board members.

SECTION 3: Fiscal Year: The fiscal year of the Chamber shall close on December 31.

SECTION 4: Budget: As soon as possible after election of the new Board of Directors and Officers, the Executive Committee (or the Budget Committee) shall adopt the budget for the coming year and

submit it to the Board of Directors for approval.

SECTION 5: Annual Audit: The accounts of the Chamber shall be audited annually as of the close of business on December 31 by a public accountant. The audit shall at all times be available to members of the organization within the offices of the Chamber.

SECTION 6: Bonding: The Executive Director and Administrative Assistant and such other staff as the Board may designate shall be bonded by a sufficient fidelity bond in an amount set by the Board and paid for by the Chamber.

#### ARTICLE VIII DISSOLUTION

SECTION 1: Procedure: The Chamber shall use its funds only to accomplish the object and purposes specified in these bylaws, and no party of said funds shall inure, or be distributed to the members of the Chamber, any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

#### ARTICLE IX PARLIAMENTARY AUTHORITY

SECTION 1: Parliamentary Authority: The current edition of Robert's Rules of Order shall be the final source of authority in all questions of parliamentary procedure when such rules are not inconsistent with the Charter or Bylaws of the Chamber.

#### ARTICLE X AMENDMENTS

SECTION 1: Revisions: These bylaws may be amended or altered by a two-thirds (2/3) vote of the Board of Directors or by a majority of the members at any regular or special meeting, providing the notice for the meeting includes the proposals for amendments. Any Proposed amendments or alterations shall be submitted to the Board of the members in writing, at least ten (10) days before the meeting at which they are to be acted on.

---

Adopted

---

Amended

---

8:15 AM  
07/21/23  
Cash Basis

**Murray Area Chamber of Commerce**  
**2023 Profit & Loss Budget Overview**  
January through December 2023

	Jan - Dec 23
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>City Support</b>	20,200.00
<b>Events Income</b>	
<b>Golf Tournament</b>	33,500.00
<b>Luncheons Income</b>	<u>5,600.00</u>
<b>Total Events Income</b>	39,100.00
<b>Membership Renewals</b>	22,000.00
<b>New Memberships</b>	<u>14,000.00</u>
<b>Total Income</b>	95,300.00
<b>Cost of Goods Sold</b>	
<b>Events</b>	
<b>Golf Tournament Expenses</b>	7,500.00
<b>Luncheon Expenses</b>	<u>5,000.00</u>
<b>Total Events</b>	12,500.00
<b>Sales Commission</b>	<u>3,600.00</u>
<b>Total COGS</b>	16,100.00
<b>Gross Profit</b>	79,200.00
<b>Expense</b>	
<b>Advertising &amp; Marketing</b>	1,600.00
<b>Automobile Expenses</b>	1,800.00
<b>Bank Service Fees</b>	800.00
<b>Dues &amp; Subscriptions</b>	290.00
<b>Information Technology</b>	2,250.00
<b>Insurance</b>	1,700.00
<b>Labor</b>	52,000.00
<b>Licenses &amp; Permits</b>	10.00
<b>Meals &amp; Entertainment</b>	850.00
<b>Merchant Fees</b>	1,700.00
<b>Office Rent</b>	7,200.00
<b>Office Supplies</b>	1,000.00
<b>Postage and Delivery</b>	100.00
<b>Professional Services</b>	
<b>Accounting</b>	<u>1,500.00</u>
<b>Total Professional Services</b>	1,500.00
<b>Telephone</b>	<u>1,272.00</u>
<b>Total Expense</b>	74,072.00
<b>Net Ordinary Income</b>	<u>5,128.00</u>
<b>Net Income</b>	<b><u>5,128.00</u></b>

8:15 AM  
07/21/23  
Cash Basis

**Murray Area Chamber of Commerce**  
**Murray City Profit & Loss Budget Overview**  
**January through December 2024**

	Jan - Dec 24
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>City Support</b>	60,000.00
<b>Events Income</b>	
<b>Cruise Income</b>	25,000.00
<b>Gala Income</b>	25,000.00
<b>Golf Tournament</b>	38,000.00
<b>Luncheons Income</b>	24,000.00
<b>Run Income</b>	20,000.00
<b>Total Events Income</b>	132,000.00
<b>Membership Renewals</b>	30,000.00
<b>New Memberships</b>	86,400.00
<b>Total Income</b>	308,400.00
<b>Cost of Goods Sold</b>	
<b>Events</b>	
<b>Gala Expenses</b>	14,000.00
<b>Golf Tournament Expenses</b>	9,500.00
<b>Luncheon Expenses</b>	17,280.00
<b>Run Expenses</b>	14,000.00
<b>Total Events</b>	54,780.00
<b>Sales Commission</b>	15,340.00
<b>Total COGS</b>	70,120.00
<b>Gross Profit</b>	238,280.00
<b>Expense</b>	
<b>Advertising &amp; Marketing</b>	29,000.00
<b>Automobile Expenses</b>	2,400.00
<b>Bank Service Fees</b>	80.00
<b>Dues &amp; Subscriptions</b>	290.00
<b>Information Technology</b>	2,250.00
<b>Insurance</b>	2,000.00
<b>Labor</b>	140,000.00
<b>Licenses &amp; Permits</b>	10.00
<b>Meals &amp; Entertainment</b>	1,250.00
<b>Merchant Fees</b>	3,400.00
<b>Office Rent</b>	7,200.00
<b>Office Supplies</b>	2,000.00
<b>Postage and Delivery</b>	200.00
<b>Professional Services</b>	
<b>Accounting</b>	1,500.00
<b>Total Professional Services</b>	1,500.00
<b>Telephone</b>	1,872.00
<b>Total Expense</b>	193,452.00
<b>Net Ordinary Income</b>	44,828.00
<b>Net Income</b>	<b>44,828.00</b>



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Bessie Ann Porter 3620 W 3500 S WEST VALLEY, UT 84120 (801) 963-1528 (089/637)	CONTACT NAME  Bessie Ann Porter	FAX (AVC. NO.) (855) 625-6411
	PHONE (AVC. NO. Ext.) (801) 963-1528 E-MAIL ADDRESS bporte1@amfarm.com	
INSURED  Murray Area Chamber of Commerce 5411 S Vine St Unit 3A Murray, UT 84107	INSURER(S) AFFORDING COVERAGE  INSURER A American Family Mutual Insurance Company, S.I.	NAIC #  19275
	INSURER B INSURER C INSURER D INSURER E INSURER F	
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	AUTOMOBILE LIABILITY						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY \$	
	<input type="checkbox"/>	<input type="checkbox"/>					\$	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/>	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES ( Ea occurrence) \$ 100,000
	<input type="checkbox"/>							MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/>							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'LAGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PROJECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000	
<input type="checkbox"/> OTHER _____							\$	
<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR						EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS MADE					AGGREGATE \$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<input type="checkbox"/> Y/N					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101)** Additional Remarks Schedule may be attached if more space is required.

CERTIFICATE HOLDER	CANCELLATION
Attention Jennifer Kennedy Murray City 10 E 4800 South Murray, UT 84107	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



Agreement Number: \_\_\_\_\_

## Parks & Rec Agreement Review & Approval Form \$1,000-\$10,000

<b>Agreement Title &amp; Description:</b>	2023 Local Grant Murray Concert Band
Contractor/Vendor:	Wendy White
Agreement Begin Date:	September, 2023
Agreement End Date:	September, 2024
Account Number:	101104-42603
Contract Price:	\$2500

### Approved as to:

Content:	<u>Lori Edmunds</u> Owner / Project Manager	
Is this IT related? Has IT been consulted?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Justification	NonProf Services (<5K)	
Three Quotes or RFP/IFB Included	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Emergency Exception (Documentation Attached)	<input checked="" type="checkbox"/> Yes	

Form: \_\_\_\_\_  
Attorney for the City

Budget: \_\_\_\_\_  
Finance Officer

Original received by Recorders Officer: \_\_\_\_\_

Retention:	
Notes:	Department Head & City Recorder sign (seal) the Agreement.

## Murray City Cultural Arts Grant Application 2023-2024

Applicant/Organization MURRAY CONCERT BAND \_\_\_\_\_  
Requested Amount \$2,500 \_\_\_\_\_

Mailing Address 12019 S FORT DRAPER AVE \_\_\_\_\_  
DRAPER, UT \_\_\_\_\_ Zip 84020 \_\_\_\_\_

Contact Person WENDY WHITE \_\_\_\_\_ Phone 801-915-8989  
Mailing Address same \_\_\_\_\_ Zip \_\_\_\_\_

Where will financial records be kept? above address \_\_\_\_\_  
Federal Employer Identification Number 87-0681254 \_\_\_\_\_

Application Due by: January 9, 2023  
Send to: Cultural Arts  
296 E Murray Park Ave  
Murray, Utah 84107

Please check category(s) you wish to be considered for:

General Operating Support for Complete Fiscal Year  
 Project Grant (one-time project that provides unique opportunity)  
 Performance Contract (performances included in Murray sponsored programs).  
This category may or may not receive funds, but generally receives city benefits  
such as free facility use and advertising as part of City sponsored performance  
series.

This application represents an accurate account of our proposed project and budget  
figures.

Signature of Administrative Officer

William C. Marsh  
Wendy White

Signature of Fiscal Officer

Grant Application (You may use another sheet to answer these questions.)

1. Briefly describe your organization and how it is “based” in and serves the Murray community. (i.e., number of Murray residents in group, number of performances in Murray, accessibility for Murray residents for rehearsals/performances).

We are a community band, and a non-profit 501c(3) organization made up of local musicians.

All rehearsals are held at Murray schools. Anyone is invited to join. The band plays 3 of its regular concerts at Murray schools and 1 at the Murray Park amphitheater. The band also plays for the flag raising ceremony for the Murray Fun Days celebration.

2. Describe the project or year-round operations for which Murray City support is requested. Please include performers, dates, and locations where applicable. Be specific if possible.

Funding is requested for the band's 2022 concert season to cover the costs of new equipment, insurance and storage unit rent. The concert dates are January 21st, March 25th and November 11th at Hillcrest Jr. High and June 3rd at Murray Park. The band does not charge admission to its concerts except the June concert, which is part of the Murray Arts in the Park season, although we accept donations at the door.

3. How are the members of your organization supporting its own financial goals? If the project involves a City sponsored performance where there is ticket sales revenue, please explain why City funding is needed beyond providing a facility to produce the program.

The band does not charge admission to its concerts except the June concert, which is part of the Murray Arts in the Park season, although it does accept donations at the door. Band members are required to pay annual dues of \$20 per person. The band also performs at local cemeteries on Memorial Day and at the State Fair for payment. Occasionally, the band "rents" its equipment to other performing groups for a small fee. Recently, the band has teamed up with Amazon Smile which donates a portion of the proceeds of sales to band supporters. Some band members have requested and received donations from their employers and/or business associates.

4. What other sources of funds did you receive this past year? Is there a healthy balance between public and private funds?

- Utah Division of Arts & Museums Grant
- Salt Lake County ZAP Grant
- Private and Corporate Donations
- Other, please list

5. How does your organization review expenditures and function in a responsible manner? How often does your board meet? Does your board regularly review and abide by recognized Standards of Ethics?

Expenditures are reviewed and approved by the board of directors and a budget is calculated at the beginning of each year. The director, the secretary, and the treasurer have attended training sponsored by Murray City at the Murray Parks & Rec. The board of trustees meets 4 times each year, and more if there are specific projects/issues to discuss. The board follows the guidelines of recognized Standards of Ethics. In 2018, the band became a member of the Utah Nonprofits Association. The band has "blanket" ASCAP license through the Association of Concert Bands. The treasurer and the board president have attended training at Murray Parks & Rec offices, Covid permitting.

6. For former recipients, describe the use of funds received for this year? Is it being used for the item which funds were requested for? Did you cash match your grant from last year? Explain in-kind performances you provide for Murray City Corp.

Grant funds were used to cover the costs of a new PA system, insurance premiums and storage unit rental.

The band performs for the Murray Fun Days celebration on July 4th every year.

7. If your cash reserve is increasing substantially, please explain why (i.e., saving donations and ticket sale revenue for critical future expense).

The band's cash reserve increased from the prior year as the band is saving to replace its decades-old tympani set.

The board has been looking for prices and weighing the pros and cons of buying copper vs. fiberglass drums. The estimated cost for replacing all 4 drums is \$12,000. This will be a multi-year project.

8. If an income/expense line-item differs more than 10% from year to year, please explain why. (This is very important to help board members understand your budget sheet.)

Grant monies received was higher because grants for 2021 & 2022 were both received in 2022. Concert revenue was higher because the band played 3 concerts in 2022 vs. only 2 in 2021. Money was used to buy a new sound system instead of music in 2022, so both categories changed significantly.

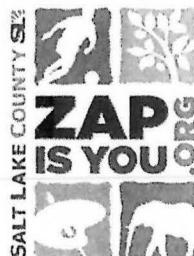
9. Attach a program from last year (if you received a grant) that verifies you properly acknowledged the grant from **Murray City and Murray Arts Advisory Board**.

**GREG LEMON, ANNOUNCER**

Midway March.....	John Williams Arr. James Curnow
Fantasy on American Sailing Songs.....	Clare Grundman
"Lincolnshire Posy" 1. Dublin Bay.....	Based on English Folksongs Arr. Percy Grainger
Selections from Moana .....	<i>Arr. Jay Bocook</i>
Into The Storm .....	Robert W. Smith
Victory At Sea.....	Richard Rodgers
The Little Mermaid .....	Alan Menken <i>Arr. Jay Bocook</i>
Of Sailors and Whales (Five Scenes from Melville).....	W. Francis McBeth
I.ISHMAEL	
II.QUEEQUEG	
III.FATHER MAPPLE	
IV.AHAB	
V.THE WHITE WHALE	

THIS CONCERT IS SPONSORED BY GRANTS FROM  
MURRAY CITY, THE MURRAY ARTS ADVISORY BOARD,  
AND SALT LAKE COUNTY ZOO, ARTS AND PARKS

WE WOULD ALSO LIKE TO THANK AND  
ACKNOWLEDGE **SUMMERHAYS MUSIC** FOR ITS DONATION  
AND **XMISSION** FOR GENEROUSLY HOSTING OUR WEBSITE:  
**MURRAYCONCERTBAND.ORG**



**DR. CRAIG FERRIN, CONDUCTOR**  
**DIANE TAYLOR, ASSISTANT CONDUCTOR**

<i>Flutes</i>	<i>Saxophones</i>	<i>Euphoniums</i>
*Kathleen Aitken	*Linda Brimmer	*Bob Dobson
Mary Auen	Blaine Holbrook	Mary Barney
Liz Bell	Karen Hurd	Don Davies
Leigh Anne Duff	Taryn Jenkins	Dan Gidney
Susan Earl	Hyrum Lentz	
Sarah Gardner	Laun Maher	
Kathy Jorgensen	Jerry Martenson	
†Wendy White	Kelsie Oliver	
	Kendle Webster	
<i>Piccolos</i>	<i>Trumpets</i>	<i>Tubas</i>
*†Wendy White	* Andra Whitehead	*Chris Benitez
Liz Bell	Colton Bettinson	
	Sean Bujold	
	Helen Donelick	
	Jeana Escobar	
	Teresa Gregori	
	†Mike Middlemiss	
	Maxwell Rojas	
<i>Clarinets</i>	<i>Trombones</i>	<i>Percussion</i>
*Larry Huff	*†Diane Taylor	*†Bill Marsh
Daren Beattie	Karen DeMille	Kent Meredith
†Pat Brimmer	Charles Dye	Ian Stewart
Pam Germer	Chris Van Haaften	Andrew Summerhays
Roseanne Jamrok	Adam Walter	
Jenn Jones		
Liz Pattison		
Jon Schwartz		
Alicia Silotti		
<i>Bassoons</i>	<i>French Horns</i>	<i>Timpani</i>
*Gene Sartain	*Kiz Hancock	Mike Goetz
	Charlotte Artigues	
	Ken Jensen	
	Barbara Larsen	
		<i>Librarian</i>
		Linda Brimmer
		<i>Assistant Librarian</i>
		†Pat Brimmer
		<i>Concert Support</i>
		Chase Hathaway
		<i>*Section Leader</i>
		†Board member

**Upcoming Concerts**

June 25, 2022, 8:00 p.m. Murray Amphitheater  
For the latest information, please visit our web site:  
**MURRAYCONCERTBAND.ORG**

Last completed fiscal year Calendar 2022	\$	Projected for current fiscal year Calendar 2023	\$	Projected for next fiscal year Calendar 2024	\$
<b>INCOME</b>		<b>INCOME</b>		<b>INCOME</b>	
Admissions	\$ 1,455.00	Admissions	\$ 1,400.00	Admissions	\$ 1,400.00
Donations	\$ 675.06	Donations	\$ 600.00	Donations	\$ 600.00
Other Revenue	\$ 2,027.49	Other Revenue	\$ 2,000.00	Other Revenue	\$ 2,000.00
Murray Grant	\$ 5,000.00	Murray Grant	\$ 2,500.00	Murray Grant	\$ 2,500.00
County (ZAP)	\$ 2,000.00	County (ZAP)	\$ 2,000.00	County (ZAP)	\$ 2,000.00
State	\$ -	State	\$ -	State	\$ -
Other	\$ -	Other	\$ -	Other	\$ -
<b>TOTAL</b>	<b>\$ 11,157.55</b>	<b>TOTAL</b>	<b>\$ 8,500.00</b>	<b>TOTAL</b>	<b>\$ 8,500.00</b>
In-kind match for City Function Up to \$500	\$ 500.00	In-kind match for City Function Up to \$500	\$ 500.00	In-kind match for City Function Up to \$500	\$ 500.00
<b>EXPENSE</b>					
Personnel	\$ 2,400.00	Personnel	\$ 2,400.00	Personnel	\$ 2,400.00
Supplies	\$ 1,945.66	Supplies	\$ 1,990.00	Supplies	\$ 1,990.00
Marketing	\$ -	Marketing	\$ -	Marketing	\$ -
Bldg Rentals	\$ 1,154.00	Bldg Rentals	\$ 1,220.00	Bldg Rentals	\$ 1,220.00
Other(describe)	\$ 2,770.43	Other(describe)	\$ 2,890.00	Other(describe)	\$ 2,890.00
<b>TOTAL</b>	<b>\$ 8,270.09</b>	<b>TOTAL</b>	<b>\$ 8,500.00</b>	<b>TOTAL</b>	<b>\$ 8,500.00</b>
Cash reserve	\$ 7,413.17	Cash Reserve	\$ 7,413.17	Cash Reserve	\$ 7,413.17

If expenses exceed income, describe how expenses were covered.

Other comments:



**Grant Proposal**  
for  
Providing Human Services  
to  
Intellectually Disabled Adults

Date: April 2023

6366 South 900 East  
Murray, Utah 84121

## **Mission Statement:**

Murray Greenhouse Foundation is a non-profit 501( c )( 3 ) organization dedicated to providing an individualized program for adults with learning disabilities. The Murray Greenhouse provides a safe place for intellectually disabled adults to learn independence and life skills, as well as having a social outlet to enjoy themselves and intermingle with others with the same challenges.



Fig. 1 The green house and a group of eager students

## **Summary:**

The Murray Greenhouse Foundation (MGF) seeks grant funding to expand its ability to provide human services to the community of mentally handicapped adults. Many of these adults have physical limitations that restrict their activity. MGF provides a loving environment with constant care and structured programs. MGF gives these adults societal skills, an increase in self-worth, an expanded comfort zone and a positive daily experience to look forward to.

The Murray Greenhouse Foundation began this service in December 2008. It has a handicap modified home with a detached professional greenhouse.

The Foundation is supported from the sale of flowers and vegetables for replanting prepared by volunteers, donations, grants and a nominal payment from the parents of these adults.

A grant of \$25,000 is requested to expand the home structure, improve facilities and increase staff and operating hours. This will allow the Murray Greenhouse Foundation to increase its services to the community's mentally disabled adults and their families.



Fig. 2 Students experiencing Halloween and learning about its traditions and customs.

## **Historical Background:**

The continuing educational options for mentally disabled adults, once they reach the age of 22, are very limited. At this age, they no longer qualify for publicly-funded specialized schooling for youth. This increases a burden on family and the student. This can cause the student to lose proficiency in critical life-skills along with basic knowledge and personal confidence which often leads to loss of their withdrawal from societal interaction. Few options exist for these adults to continue their training to achieve their best level of independence and ability to enjoy life. Current options for continued education include state supported schools with long waiting lists (10 to 15 years) for admittance or expensive private facilities.

The founders of Murray Greenhouse Foundation created an affordable option for local residents that is primarily supported through donations and volunteers. Last year, the MGF celebrated its tenth year of operation. Growth and capacity are dependent upon financial and volunteer support. Fortunately, the local community recognizes the importance of the services provided.

## **Personnel: (Key personnel)**



**Sheila Wall**  
Pres./Exec. Dir.

Sheila Wall is the President/Executive Director of the Murray Greenhouse Foundation. She became involved in this organization in 2004 when it was still "just a dream". She has put in countless hours and worked hard as a member of the Board of Directors to renovate and open the Greenhouse which began operating in December of 2008. She has a son (Riley) who was born with Cerebral Palsy and is confined to a wheelchair. He (Riley) is a daily participant at the Murray Greenhouse.

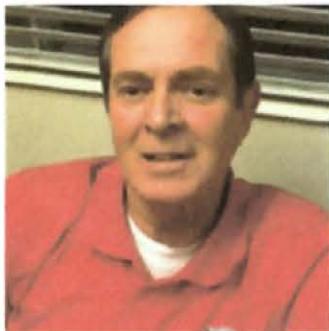
Sheila worked in the travel industry for over 27 years. She has been a PTA President, a Cottonwood Ute Conference Football League Vice President, Secretary, and Treasurer. Sheila has coached young women's sports for the past 25 plus years and has always loved the interaction with youth as well as young adults. The "Special Needs" adults that attend the Greenhouse are one more group that she finds pleasure working and interacting with.



**Diane Poulsen**  
Vice Pres.

Diane started volunteering in 2011 and became a Board member in 2012. She dedicates much of her time in volunteering with landscape maintenance, performing various roles in the greenhouse and supporting Sheila in whatever way is needed.

She is a long-term friend of Sheila's uniquely in tune with Sheila's work processes and the foundation's plans. Diane has been a second mother to Sheila's son (Riley), developing the expertise in caring for his needs. She provides the staff and volunteers with the working example of the patience, compassion and empathy required to fulfill the foundation's mission.



David Neeley  
Master Gardener

David volunteers to help with the greenhouse part of the Murray Greenhouse program. Now recently retired from Jordan School District, he developed and ran the South Valley School Greenhouse program for the past 30 years. He spent his career working with special-needs students and brings to MGF much expertise in greenhouse operations combined with student interaction and training. He looks forward to assisting the Murray Greenhouse program for many years to come. He holds a Bachelors and Masters Degree in Special Education and truly enjoys working with the participants and helping them grow

### (General Teaching and Supervisory Staff)



The general staff is mainly paid. All staff and those personnel who come in contact with the students are vetted to ensure student protection and that they have the capacity to give compassion and love with its accompanying structured discipline and personal patience required in educating special-needs students. The staff conducts the daily operations of the MGF under the auspices of key personnel.

### **Current Program and Operation:**

Operations are scaled to resources and funding. [www.murraygreenhouse.org](http://www.murraygreenhouse.org) is the website address that provides a visual overview of personnel and programs at Murray Greenhouse Foundation.

A typical day starts out at 10:30 am when staff arrives to open the facility, prepare student work folders and set up chairs and tables. From 11:00 to 11:30 students arrive by bus, friends or family. They check in and are given their folders which contain challenge tasks designed for their personal goals program and geared to their respective abilities. These challenge tasks are staff-supervised and may include: drawing and coloring a picture, connect the dots, simple reading assignments, math or word quizzes.

At 12:30, a light lunch is provided. Physical exercise is scheduled from 1:30 to 2:30. At 2:30 a lesson is provided covering areas of interest such as: life skills, current events, history, sports, geography, animals, science, hygiene, mathematics or how things work. At 3:30, a snack is provided and the students are allowed to interact and practice their socializing skills. Cleanup starts at 4:30 in preparation for student pickup and departure at 5:00pm. By 5:30, the staff closes up the facility.

#### The Greenhouse:

As a separate operation, the staff is mainly volunteers who operate and maintain the greenhouse. Its schedule is primarily dictated by the planting and growth schedule. Preparations begin in late January with cleaning materials which were used the previous year. In February seeding begins. Plants are nurtured through March and April. Blooms occur from late April and selling usually goes through July.



Fig. 3 MGF's expanding student knowledge and interest in plants

The greenhouse is used to teach work skills to the students who attend MGF's program as well as provide another means to help the Murray Greenhouse be self-sustaining.

Different flowers and food plants are grown in the early spring each year to sell to the public, starting with cold starts (Lettuces, Kale, Spinach, Chard, etc.), which can be planted in gardens in April. By May many varieties of vegetables (tomatoes are our specialty!) are ready to be planted in gardens. We also have all the favorite varieties of annual and perennial bedding flowers available as well as a variety of herbs.



Fig. 4 Life Skills are learned in the greenhouse.

See a detailed list of both vegetables and flowers and our prices at our web site! For the past two years, Murray City has contracted with our greenhouse to grow many of the plants for their city. This has been a big undertaking but brings in extra proceeds that benefit to our Foundation.

## **Program Results and Benefits:**

### **Greenhouse Dollars:**

During planting season our participants have the opportunity to work in our greenhouse as needed. They are paid "Greenhouse Dollars" for the hours worked. Once a month they get to spend their money in our "Greenhouse Store." The Store is one of the most exciting things they have at the Greenhouse. This program was designed to help teach the benefits of working, earning and spending money while continuing to learn the skill of gardening. When planting season is over, there are still other ways for the

students to continue to earn “Greenhouse dollars”. This money program continues year-round reinforcing the essential skill of money management.

#### Program Capacity:

Currently, MGF is capable of accepting 19 students. The maximum student to teacher ratio is 6 to 1. Upon completion of the expansion, capacity will be able to increase to 24 students.

#### Client Response:

Clients have generally expressed overwhelming appreciation and gratitude for the service provided by MFG.

#### Post Reviews

### **Collateral Benefits:**

The Murray Greenhouse Foundation has influenced more than just its students and their families. The staff and volunteers have been significantly impacted with life changing experiences in getting to know their students. This personal growth has resulted in many changes in the paths these staff members have taken. Several have changed their major in college to nursing, teaching, social working and majors that have a direct benefit on society. Working closely with those that have disabilities has expanded their appreciation to serve humanity.

The local community is strong in their support of MGF. The Foundation provides a source for community service. Volunteer efforts from scout groups, churches, parents of students and local civic organizations have kept the myriad of facility maintenance tasks manageable. Volunteers conduct special classes, give demonstrations, play music and add depth to the student’s experience. Some volunteer work provides a more pragmatic benefit such as providing flowers and food plants that offer beauty and sustenance.

Fig. 5

Volunteers at work



## Current and Past MGF Supporters:

Some donors reserved the right to remain anonymous. As MGF respects their wishes, they are not mentioned here in. Several of our donors are mentioned below.



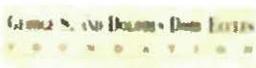
Salt Lake County provides funding by contracting for flowers from MGF. This has developed into an annual contract.



Jack B. Parsons Companies has provided MGF with pro-bono architectural services that pertain to the facility's expansion.



Alder Construction Provides the materials, manpower and management for the proposed expansion.



The George S. and Dolores Dore Eccles Foundation provided a generous grant for supplies and operational expenses.



The Murray Rotary Club provides volunteer labor for facility landscape maintenance and a generous cash grant.



Murray City provides funding by contracting for flowers from MGF. This has developed into an annual contract.



Diamond Wireless has provided a cash donation for facility operations.

Additional donors include: Jet Blue, E Bay, Select Health, Pay it Forward (Channel 2), Assist Inc. Community Design, multiple volunteers, eagle scout projects and Parental support. Several Corporate donors wish to remain anonymous. With these donors and volunteers, the Murry Greenhouse Foundation has maintained successful operation for the past 10 years.

### **Purpose of the Grant:**

The goal of the grant is to improve MGF's ability to serve its community through increasing its capacity, hours of operation and ease of addressing the special needs of its students. The plan to accomplish this goal involves four areas of renovation and improvement.

**Expanding Facilities** – The school building is the priority as it needs to be expanded and renovated. This process is underway. MGF has secured the donated services of an architectural firm and a contractor. Funding is needed for construction materials, certifications, inspections, special engineering as required and related matters.

**Improving Facilities** – The furnace and air conditioning needs modernization. Old appliances, plumbing and electrical wiring must be sized for the growth and to improve their reliability. Old second hand furniture, having served its purpose can be retired.

**Increasing Staff** – In order to maintain a low student to teacher ratio of 6 to 1 or better, additional staff will need to be hired. A paid staff and training specialists will offer schedule commitment putting less of a strain on the valuable volunteer population.

**Computers and Training Materials** - As needed, the use of training and educational tools and software geared to the student's abilities will be acquired.

## How the Grant Will be Managed:

The grant will be managed by Sheila Wall, the Greenhouse president working in close association with the architect, who will act as the general contractor assuring that all construction is to code, design, and on track with the current schedule.

Sheila will manage the construction budget and assure that all line items are accounted for.

## Pro forma P&L for 2022

### Ordinary Income/Expense

Jan - Dec 2022

#### Income

bank account interest	1,408.34
Direct Public Support	2,915.00
Fundraiser Income	766.61
Greenhouse Plant Sales	30,197.56
<b><u>Program Income (Student Fees)</u></b>	<b><u>106,442.51</u></b>
<b><u>Total revenue prior to expenses</u></b>	<b><u>141,880.02</u></b>

#### Expense

Bank transfer	0.00
Banking fees	0.00
Business Expenses	97.76
Contract Services	998.50
Facilities and Equipment	2,111.70
Greenhouse Expenses	12,214.15
Operations	15,568.53
Other Types of Expenses	6,700.10
Payroll Expenses	62,549.98
Property	9,522.79

Reconciliation Discrepancies	.01
returned check	300.00
<b>Total Expense</b>	<b>109,743.50</b>
<b>Net Income</b>	<b>32,126.52</b>

## **How the Grant fits into the current funding process:**

This grant fits into the current funding process as an augmentation to net income solely dedicated to Greenhouse modifications and expansion of its facilities.

### **Cost of operations as presently constituted**

The cost of operations is largely dependent on available cash. Available cash is dependent on sale of greenhouse plants, volunteer help, student fees and donations.

Payroll, school operations and greenhouse expenditures constitute the bulk of operational costs. With the extraordinary fluctuation in green house cost of operations and materials, including minimum wage considerations to provide a competitive wage for skilled and trainable employees. The MGF scales its operations to available cash. Present available cash is insufficient to provide surety for the MGF to commit to the build and expansion of the Murray Greenhouse.

### **Milestones**

The following stages and items provide a general construct for tracking progress. A more comprehensive plan for tracking progress will be provided by the architect.

1. Secure architect
2. Get drawings and plans approved
3. Arrange for alternate location for school during construction
4. Select contractors
5. Order materials
6. Construction begins
7. Architect schedules how the work will be divided and monitored
8. Building inspectors scheduled to approve work done
9. Various work stages are inspected and approved
10. Last stage inspected and approved
11. Building modification complete and occupied

**Amount of requested grant: \$25,000**



Agreement Number: \_\_\_\_\_

## Parks & Rec Agreement Review & Approval Form \$1,000-\$10,000

<b>Agreement Title &amp; Description:</b>	2023 Local Grant Murray Symphony
Contractor/Vendor:	Amanda Brown
Agreement Begin Date:	September, 2023
Agreement End Date:	September, 2024
Account Number:	101104-42603
Contract Price:	\$2500

### Approved as to:

Content: Lori Edmunds  
Owner / Project Manager

Is this IT related? Has IT been consulted?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Justification	NonProf Services (<5K)	
Three Quotes or RFP/IFB Included	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Emergency Exception (Documentation Attached)	<input checked="" type="checkbox"/> Yes	

Form: \_\_\_\_\_  
Attorney for the City

Budget: \_\_\_\_\_  
Finance Officer

Original received by Recorders Officer: \_\_\_\_\_

Retention:	
Notes:	Department Head & City Recorder sign (seal) the Agreement.

# Murray City Cultural Arts Grant Application 2023-2024

Applicant/Organization      Murray Symphony  
Requested Amount      \$ 2,500

Mailing Address P.O. Box 571213  
Murray, Utah 84127-1213

Contact Person Amanda Brown Phone 208.867.8285  
Mailing Address 4848 South 1300 East Apt 12 Zip 84117

Where will financial records be kept?	Financial records are kept electronically with the Murray Symphony Treasurer: Jennifer Waters
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Federal Employer Identification Number 94-2851587

Application Due by: January 9, 2023

Send to: Cultural Arts  
296 E Murray Park Ave  
Murray, Utah 84107

Please check category(s) you wish to be considered for:

- General Operating Support for Complete Fiscal Year
- Project Grant (one-time project that provides unique opportunity)
- Performance Contract (performances included in Murray sponsored programs). This category may or may not receive funds, but generally receives city benefits such as free facility use and advertising as part of City sponsored performance series.

This application represents an accurate account of our proposed project and budget figures.

**Signature of Administrative Officer**

**Signature of Fiscal Officer**

## **Murray Arts Advisory Board Local Grant Guidelines**

The Murray Arts Advisory Board invites local art organizations and other Murray based agencies interested in implementing art related projects for the **2023-24 fiscal year** to submit applications by January 9, 2023. **Please make certain your budget pages are accurately prepared and type written.** The Board will review the applications with the following in mind.

### **Criteria**

1. Must have non-profit 501 (c) (3) status or function as a governmental agency.
2. The organization must be based in Murray. The primary goal of the organization or specific project should serve Murray residents. Benefits to individuals beyond Murray City should be secondary to its primary objectives. (Usually, a statewide organization does not qualify. However, a local chapter of a statewide organization would be considered.)
3. Grants must be cash matched (1:1) through ticket sales or other forms of revenue. An exception to this requirement may be made where the organization has provided a free concert or service without pay for a Murray City function. An in-kind amount (maximum of \$500 for each service) may be listed as a match for this situation. A healthy balance between public and private funds is encouraged.
4. Grantee shall give credit to **Murray City and the Murray Arts Advisory Board.**
5. Must be non-denominational and services open to the general public.
6. Grantee is required to have at least two (preferably more) board members and/or administrators who have been trained in non-profit management during the past three years.
7. Grants may not be used to pay off debts and can be no more than 50% of an organization's budget (grants are generally 25% of the budget or less)
8. Project grants should occur between July 1, 2023, and June 30, 2024. Operating budget grants should identify when their fiscal year begins to clarify financial data.

### **Funding Recommendations are Based On:**

1. The artistic merit of the project.
2. The stability of the organization including sound business management and ability to achieve its objectives.
3. Provides a unique one-time opportunity for Murray residents or creates or maintains a stable arts group/program that provides a long-term benefit to Murray residents.
4. Efforts to secure funds from other sources.

**Please note that the number of grant requests, public revenue and government needs vary each year so annual grant amounts may also vary.**

Grant Application (You may use another sheet to answer these questions.

1. Briefly describe your organization and how it is “based” in and serves the Murray community. (i.e., number of Murray residents in group, number of performances in Murray, accessibility for Murray residents for rehearsals/performances).

The Murray Symphony has been in Murray City since 1976. It holds all of its rehearsals and all regular season concerts within Murray City boundaries. Regular rehearsals are held at Hillcrest Junior High School and dress rehearsals are held at the performance site. Performances are typically at The Theater on 53<sup>rd</sup> (at Hillcrest Junior High School), but are sometimes at Murray High School. The summer concert is held at the Murray Park Amphitheater. Roughly 20% of Symphony members are also Murray residents.

Murray residents are provided both with the opportunity to perform with a high-quality community orchestra as a symphony member, and with low-cost cultural events presented within Murray.

For the 2022-2023 season there has been a number of collaborations with Murray-based organizations. In December, the Murray Symphony performed a side-by-side concert with the Hillcrest Junior High orchestra and band. For the December Murray Symphony concert, Murray School District students were invited to submit artwork that was inspired by Rimsky-Korsakov's *Christmas Eve Suite*. While the Symphony played this piece in concert, the students' art was displayed for an enhanced artistic experience. The December concert was a free concert provided for the benefit of the Murray Children's Pantry. All food and money collected that night was donated to this group.

2. Describe the project or year-round operations for which Murray City support is requested. Please include performers, dates, and locations where applicable. Be specific if possible.

Funding is requested for the Murray Symphony's 2023-2024 performance season. Concerts are typically held at the Hillcrest Junior High Auditorium, and the summer pops concert is held at the Murray Park Amphitheater. While exact dates have not been set, the season will consist of concerts in October, December (Holiday concert), February/March, April/May, and June (summer pops). The Holiday concert is offered as a free concert to the public, and donations are requested for a local charity. In 2022 the Murray Symphony collected donations for the Murray Children's Pantry. In prior years, donations were collected for Utah Foster Care, United Way of Salt Lake, Utah Food Bank, and The Road Home.

Our current 2022-2023 season includes the following concerts:

- World of Wizardry* – October 8, 2022- Featuring Seth Goldklang as the Emcee, and the Herriman High School Ballroom Team
- A Child's Dream*-December 10, 2022- Featuring local children singing and the men's singing group The Brothers
- Masterful Marches*- February 18, 2023
- Tchaikovsky Symphony #4*- April 22, 2023
- The American West*- June 24, 2023

3. How are the members of your organization supporting its own financial goals? If the project involves a City sponsored performance where there is ticket sales revenue, please explain why City funding is needed beyond providing a facility to produce the program.

The members of the Murray Symphony are vital to the financial viability of the organization. All musicians are volunteers who donate their time and talents without expectation of remuneration. Collectively, the members of the Symphony donate thousands of hours annually. In addition to donating time as musicians, members donate their time performing administrative and support tasks to keep costs down. Members donate their time setting up and taking down each rehearsal and concert. Symphony members also donate their time to run the organization's administration and perform tasks such as accounting, bank, tax and fees payment processing, grant writing, report generation, meetings organization, library duties, equipment maintenance, and many others. These donations of services help keep the organization's costs down.

In addition to volunteer time, the Murray Symphony receives ticket sales, private donations, and grants from Murray City and ZAP. City funding beyond collected ticket sales is needed to produce our programming because of the high cost of music rentals and ongoing fees (such as insurance and ASCAP) which are required to perform copyrighted music legally. Murray Symphony prides itself in producing high-quality performances that the vast majority of city residents can afford to attend. This would not be possible without the grant assistance provided by Murray City.

4. What other sources of funds did you receive this past year? Is there a healthy balance between public and private funds?

       Utah Division of Arts & Museums Grant  
 Salt Lake County ZAP Grant  
 Private and Corporate Donations  
 Other, please list

Donations from individual symphony members and community members  
 Ticket and advertisement sales  
 In-kind donations from various sources

5. How does your organization review expenditures and function in a responsible manner? How often does your board meet? Does your board regularly review and abide by recognized Standards of Ethics?

The Symphony's treasurer tracks all expenditures in an Excel spreadsheet, which is reconciled monthly with the actual bank account statements and is available to symphony members for review upon request at any time. The treasurer also generates various reports for the Board of Directors to review, such as income/expense reports and budget analysis reports. The Board of Directors reviews all expenditures and prepares an annual budget once a year. The Board of Directors meets at least quarterly, to review the budget and expenses throughout the year. The board usually meets monthly to check the progress of concert development and discuss the well-being of the symphony.

The board members are familiar with the Symphony's policies and procedures and By-laws. Looking forward, the Board would like to spend more time learning best practices specifically for non-profits. Membership in the UNA will play a part in this training.

6. For former recipients, describe the use of funds received for this year? Is it being used for the item which funds were requested for? Did you cash match your grant from last year? Explain in-kind performances you provide for Murray City Corp.

The Symphony's operating expenses consisted primarily of insurance, sheet music purchases, and fees and gifts for guest artists. Also included is the cost of advertising and producing the performances (venue rental, program printing).

The Symphony is a member of ASCAP, the League of American Orchestras, and Utah Non-Profits Association, which all have annual fees. In addition, local and state taxes/fees are also paid annually. The Symphony also hosts a yearly party to thank the many volunteers for generously offering their time and talents. This use of funds last year is consistent with what funds were requested for in the prior grant application.

Murray City's grant was cash matched with funds from ZAP, ticket sales, and donations. Also, the Symphony annually provides its Holiday concert free to the public.

7. If your cash reserve is increasing substantially, please explain why (i.e., saving donations and ticket sale revenue for critical future expense).

The Murray Symphony is budgeted to reduce its cash reserve in the current season, while meeting its projected annual budget.

8. If an income/expense line-item differs more than 10% from year to year, please explain why. (This is very important to help board members understand your budget sheet.)

The Symphony has recently increased its focus on quality marketing which is reflected in increases in the marketing and advertising allotment. Consequently, the recording and photography expenses have increased to present the Symphony in a professional manner online (Youtube, MurraySymphony.org, and social media).

There has also been an emphasis on fostering a feeling of community in our group and with our patrons. The Party/food category reflects the intent for providing more time for the group to socialize and connect in addition to our yearly season kick-off party. It is also our intent to have a reception for our patrons this season.

We have not invested in our instruments over the past few seasons and would like to update or replace some of our equipment.

Attach a program from last year (if you received a grant) that verifies you properly acknowledged the grant from **Murray City and Murray Arts Advisory Board**.

Last completed fiscal year

August 2021-July 2022

\$

**INCOME**

Admissions	2,941.83
Donations	2,388.49
Other Revenue	
Murray Grant	1,250
County (ZAP)	5,000
State	
Other Revenue	71.19
<b>TOTAL</b>	<b>11651.51</b>
In-kind match for City Function	
Up to \$500 (Free Christmas concert)	500

**EXPENSE**

Personnel (Artist fees, ticket takers)	989.02
Supplies (Administrative expenses, office supplies, postage)	0
Marketing, Advertising, and Program Expenses	811.83
PO Box Rental	204
Other(describe)	
Business Fees	622
Gifts for Service	705.08
Insurance	1,246
Party/Food	313.33
Music	5,421.53
Trailer	73.25
Musical Accessories	125.76
Website	683.37
DVD/CD/Photography	550
Repairs	
Instruments Purchase	
Misc	429.05
<b>TOTAL</b>	<b>12174.22</b>

Cash reserve 21,638.87

If expenses exceed income, describe how expenses were covered.

When expenses exceed income, the Symphony used the cash reserve.

Other comments:

Projected for current fiscal year

August 2022-July 2023

\$

## INCOME

Admissions	2,500
Donations	1,500
Other Revenue	
Murray Grant	2,500
County (ZAP)	5,000
State	
Other	10
<b>TOTAL</b>	<b>11,510</b>
In-kind match for City Function	
Up to \$500 (Free Christmas Concert)	500

## EXPENSE

Personnel (Artist fees, ticket takers)	1,100
Supplies (Administrative expenses, office supplies, Postage)	155
Marketing, Advertising, Program Expenses	1,925
PO Box Rental	200
Other(describe)	
Business Fees	600
Gifts for Service	500
Insurance	1,250
Party/Food	1,000
Music	2,000
Trailer	71
Musical Accessories	300
Website	500
DVD/CD/Photography	1,000
Repairs	50
Instruments Purchase	1,500
Misc	340
One time Purchase using cash reserves (Plaques and Pins), shirts	2,550
<b>TOTAL</b>	<b>15,041</b>

**Cash Reserve** 18,107.87

Projected for next fiscal year

August 2023-July 2024

\$

**INCOME**

Admissions	2,500
Donations	1,500
Other Revenue	
Murray Grant	2,500
County (ZAP)	5,000
State	
Other	10
<b>TOTAL</b>	<b>11,510</b>
In-kind match for City Function	
Up to \$500 (Free Christmas Concert)	500

**EXPENSE**

Personnel (Artist fees, ticket takers)	1,000
Supplies (Administrative expenses, office supplies, Post	150
Marketing, Advertising, Program Expenses	1,900
PO Box Rental	200
Other(describe)	
Business Fees	600
Gifts for Service	500
Insurance	1,250
Party/Food	1,000
Music	2,000
Trailer	71
Musical Accessories	300
Website	500
DVD,CD, Photography	1,000
Repairs	50
Instruments Purchase	1,000
Misc	300
One-time Purchase using cash reserves	
<b>TOTAL</b>	<b>11,821</b>

Cash Reserve 17,796.87

# *Murray Symphony Orchestra*

presents

# *A Child's Dream*

With Guest Performers

## *The Brothers*

Jon White, Marty Daniels, Todd Maurer, Daniel Collett, Kent Demars,  
Brian Rasmussen, Lyle Archibald, Cache Merrill, Scott Stevens

## Program

### *Somewhere in My Memory*

by John Williams

Special performance by  
Lilly and Lucy Broadbent

### *Away in a Manger*

arranged by Mack Wilberg  
joined by The Brothers

### *Christmas Eve Suite*

composed by Nicolai Rimsky-Korsakov  
featuring artwork by  
Granite School District Students

### *Murray Children's Pantry*

Murray Symphony charity of the season  
Introducing Jennifer and James Brass

### *Prayer of the Children*

Music and lyrics by Kurt Bestor  
performed by The Brothers

*You are invited to make donations  
in the lobby during the Intermission.*

*Thank you for your generosity!*

#### **I** *Sleigh Ride*

by Leroy Anderson

**N**

#### **E** *Evening Prayer/Dream Pantomime*

from the Opera Hansel and Gretel  
composed by Engelbert Humperdinck

**R**

#### **M** *Mary, Did You Know?*

by Mark Alan Lowry  
performed by The Brothers

**I**

#### **S** *Stille Nacht*

arranged by Chip Davis  
accompanied by The Brothers

**I**

#### **W** *White Christmas*

**O**

by Irving Berlin  
featuring The Brothers and the audience

**N**

#### **H** *Hallelujah Chorus, from Messiah*

composed by George Frideric Handel  
featuring the audience



**MURRAY**  
CITY COUNCIL

# Adjournment