MURRAY
CITY COUNCIL

Council Meeting
July 23, 2024

Murray City Municipal Council
City Council Meeting Notice
June 23, 2024

PUBLIC NOTICE IS HEREBY GIVEN that the Murray City Municipal Council will hold a City Council meeting beginning at 5:00 p.m. on Tuesday, June 23, 2024 in the Murray City Council Chambers located at Murray City Hall, 10 East 4800 South, Murray, Utah.

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

Meeting Agenda

5:00 p.m. **Council Meeting** – Council Chambers
Adam Hock conducting.

Opening Ceremonies
Call to Order
Pledge of Allegiance

Approval of Minutes
None scheduled.

Special Recognition
None scheduled.

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

Consent Agenda
None scheduled.

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

Jennifer Kennedy presenting.

1. Consider a resolution authorizing donations of nonmonetary assistance to or waiving fees for local nonprofit entities.
2. Consider a resolution approving the appropriation of money for corporate purposes based on findings pursuant to Section 10-8-2 of the Utah Code for the Murray Symphony.
3. Consider a resolution approving the appropriation of money for corporate purposes based on findings pursuant to Section 10-8-2 of the Utah Code for the Murray Concert Band.

4. Consider a resolution approving the appropriation of money for corporate purposes based on findings pursuant to Section 10-8-2 of the Utah Code for Ballet Center Utah.
5. Consider a resolution approving the appropriation of money for corporate purposes based on findings pursuant to Section 10-8-2 of the Utah Code for the Utah Farm Bureau.
6. Consider a resolution approving the appropriation of money for corporate purposes based on findings pursuant to Section 10-8-2 of the Utah Code for the Miss Murray Scholarship Organization.
7. Consider a resolution approving the appropriation of money for corporate purposes based on findings pursuant to Section 10-8-2 of the Utah Code for the Murray Chamber of Commerce.
8. Consider a resolution approving the appropriation of money for corporate purposes based on findings pursuant to Section 10-8-2 of the Utah Code for the Boys and Girls Club of Greater Salt Lake.

Business Items

1. Consider an ordinance establishing a temporary land use regulation pursuant to Utah Code Annotated Section 10-9A-504 relating to short term rentals. G.L. Critchfield presenting.

Mayor's Report and Questions

Adjournment

NOTICE

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

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

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

On Friday, July 19, 2024, at 3:00 p.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov. and the state noticing website at http://pmn.utah.gov .

Jennifer Kennedy
Council Executive Director
Murray City Municipal Council

MURRAY
CITY COUNCIL

Call to Order

Pledge of Allegiance

MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council

MURRAY
CITY COUNCIL

Public Hearings

MURRAY
CITY COUNCIL

Public Hearing #1

City Council

Nonmonetary Assistance or Fee Waivers for Nonprofit Entities

Council Action Request

Council Meeting

Meeting Date: July 23, 2024

Department Director Jennifer Kennedy **Phone #** 801-264-2622 **Presenters** Jennifer Kennedy **Required Time for Presentation** **Is This Time Sensitive** Yes **Mayor's Approval** **Date** July 8, 2024	**Purpose of Proposal** Review applications for nonmonetary assistance or fee waivers **Action Requested** Approve fee waiver requests for nonprofits **Attachments** PH Notice, Resolution, Applications from nonprofits **Budget Impact** None **Description of this Item** Attached are applications from nonprofits who are requesting nonmonetary assistance or fee waivers .

Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 23rd day of July, at the hour of 5:00 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, the following nonprofit entities: (1) Utah Community Forrest Council, (2) Murray Parkway 8 Man Senior Team, (3) Post 112 American Legion Department of Utah, (4) Murray Education Foundation, (5) Murray Exchange Club/Haunted Woods, (6) Murray Babe Ruth Baseball, and (7) the Utah Farm Bureau Federation.

DATED this 8th day of July 2024.

MURRAY CITY CORPORATION

Brooke Smith
City Recorder

Date of Publication: July 8, 2024
PH24-27 (Updated time)

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. R24-___

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 July 23, 2024, to allow the public an opportunity to comment on the donation and to allow each nonprofit entity to address the City Council.

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 day of 2024.

MURRAY CITY MUNICIPAL COUNCIL

_____

Pam Cotter, Chair

ATTEST:

_____
Brooke Smith, City Recorder

EXHIBIT A

FY2024-2025 Nonmonetary Assistance and Fee Waiver Approved Applications

Utah Community Forrest Council – Labor and Equipment for Tree Climbing Competition – June 2025

Murray Parkway 8 Man Senior Team – Waive Golf Cart Fees for 3 Events

Post 112 American Legion Department of Utah – Waive Park Fees

Murray Education Foundation – Waive Golf Cart Fees – August 23. 2024

Murray Exchange Club/Haunted Woods – Use of warehouse, storage, pavilion, and woods. Waive Permit fee – October 28-30, 2024

Murray Babe Ruth Baseball – Waive Park/Ken Price Field Rental Fees – July 21-27, 2024

Utah Farm Bureau Federation – Use of Onsite Storage Facility and Waive Permit Fees – July through October 2024.

MURRAY
CITY COUNCIL

Complete and return to:
Murray City Council Office
10 East 4800 South #290
Murray City, Utah 84107

Email: jkennedy@murray.utah.gov

NONMONETARY ASSITANCE AND FEE WAIVER APPLICATION

This application is for events being held from July 1, 2024 through June 30, 2025.
Applications must be received in the Council Office by April 30, 2024.

Organization Name: ISA-UT Chapter/ Utah Community Forest Council

Contact Name: Lisa Hanussak Phone Number: 801-446-8229

Organization Address: P.O. Box 95663; South Jordan, UT 84095

Email: lisa@utahurbanforest.org

Type of 501(c) Organization: _____

Name and Purpose of Activity, Event: Tree climbing competition

NONMONETARY ASSISTANCE

Date of Event: June 2025 Assistance Requested: Labor & Equipment

FEE WAIVER

Type and Amount of Fees requested to be waived: $ 9,180.00

Describe the public value and benefits to the Murray community:

fosters good will, encourages safety and climbing techniques

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

Signature: _____ Date: 03/12/24

City Use Only:	Date Received: _____	Approved: yes no

UTAH COMMUNITY FOREST COUNCIL

Update this Business

Entity Number: 1092228-0140
Company Type: Corporation - Domestic - Non-Profit
Address: 2506 CHERRY GROVE WAY PO BOX 95663 SOUTH JORDAN, UT 84095
State of Origin: UT
Registered Agent: LISA HANUSSAK
Registered Agent Address:
2506 CHERRY GROVE WAY
SOUTH JORDAN, UT 84095

View Management Team

Status: Active

Purchase Certificate of Existence

Status: Active *as of 08/29/2011*
Renew By: 07/31/2024
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: 07/15/1991
Last Renewed: 05/14/2023

Additional Information

NAICS Code: 9241 **NAICS Title:** 9241-Administration of Environmental Qua

Former Business Names

UTAH COMMUNITY FOREST COUNCIL
INTERNATIONAL SOCIETY OF ABORICULTURE- UTAH CHAPTER/ UTAH COMMUNITY FOREST COUNCIL
UTAH COMMUNITY FOREST COUNCIL

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
1100 COMMERCE STREET
DALLAS, TX 75242-0000

DEPARTMENT OF THE TREASURY

Date: FEB 24 1992

Employer Identification Number:
87-0489762
Contact Person:
SHARI FLOWERS
Contact Telephone Number:
(214) 767-3526

UTAH COMMUNITY FOREST COUNCIL
PO BOX 961
SALT LAKE CITY, UT 84110-0961

Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
July 15, 1991
Advance Ruling Period Ends:
December 31, 1995
Addendum Applies:
N/A

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

UTAH COMMUNITY FOREST COUNCIL

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of

the fifth month after the end of your annual accounting period. We charge a penalty of $10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed $5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Gary O. Booth

Gary O. Booth
District Director

Enclosure(s):
Form 872-C

MURRAY
CITY COUNCIL

Complete and return to:
Murray City Council Office
10 East 4800 South #290
Murray City, Utah 84107

Email: jkennedy@murray.utah.gov

NONMONETARY ASSITANCE AND FEE WAIVER APPLICATION

This application is for events being held from July 1, 2024 through June 30, 2025.
Applications must be received in the Council Office by April 30, 2024.

Organization Name: MURRAY PARKWAY 8 MAN SENIOR TEAM

Contact Name: JOHN PEARSON Phone Number: 801-262-4653

Organization Address: 6345 So. MURRAY PARKWAY AVE., MURRAY UT

Email: jpearson@murray.utah.gov

Type of 501(c) Organization: _____

Name and Purpose of Activity, Event: 8 MAN SENIOR TEAM, A TRAVELLING TEAM THAT COMPETES AGAINST OTHER COURSE'S TEAMS. THERE ARE THREE MATCHES HELD AT MURRAY PARKWAY, WITH THE POSSIBILITY OF ONE ADDITIONAL PLAYOFF MATCH.

NONMONETARY ASSISTANCE

Date of Event: VARIED Assistance Requested: $20.00 CART FEE PER PLAYER

FEE WAIVER

Type and Amount of Fees requested to be waived: $20 FEE x 16 PLAYERS. 3 EVENTS $960.00 TOTAL

Describe the public value and benefits to the Murray community:

PARTICIPATION IN THE LEAGUE CULTIVATES POSITIVE RELATIONSHIPS AND FOSTERS GOOD WILL WITHIN THE GOLF COMMUNITY. THE VISITING PLAYERS ARE ALSO POTENTIAL FUTURE CUSTOMERS THAT WILL HOPEFULLY RETURN AND PLAY MURRAY PARKWAY AT FULL PRICE.

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

Signature: John L. Pearson Date: 3-5-24

City Use Only:	Date Received: _____	Approved: yes no

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 ASSITANCE AND FEE WAIVER APPLICATION

Organization Name: Post 112 American Legion Dept. of Utah

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

Organization Address: 320 E. 3900 So Murray, Utah 84107

Email: ghayes112@outlook.com

Type of 501(c) Organization: 19

Name and Purpose of Activity, Event: Easter Egg Hunt

NONMONETARY ASSISTANCE Easter Sunday

Date of Event: 4-20-2025 Assistance Requested: No

FEE WAIVER

Type and Amount of Fees requested to be waived: _____

Describe the public value and benefits to the Murray community:

Everyone in the Community Is Invited

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

Signature: [signature] Date: 2-21-2024

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: PETE FLOOR
Registered Agent Address:
320 EAST 3900 SOUTH
SALT LAKE CITY, UT 84107

View Management Team

Status: Active

Purchase Certificate of Existence

Status: Active *as of 05/17/2022*
Renew By: 03/31/2025
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: 03/14/2024

Additional Information

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

Former Business Names

SOUTH SALT LAKE POST NO 112 AMERICAN LEGION

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
SALT LAKE CITY, UT 84107

View Management Team

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:

Privacy - Terms

Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

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	

075606.320859.212517.24892 1 AB 0.507 371

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

075606

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 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.
- Find tax forms or publications by visiting 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 ASSITANCE AND FEE WAIVER APPLICATION

Organization Name: Murray Exchange Club

Contact Name: Jay Bollwinkel Phone Number: 801-573-6858

Organization Address: 5411 S Vine Street, Murray, Utah 84107-7746

Email: jayb@mgba-studio.com

Type of 501(c) Organization: 501(c)(4)

Name and Purpose of Activity, Event: Haunted Woods - Fund-raiser mainly for prevention of child abuse.

NONMONETARY ASSISTANCE

Date of Event: M, Tu & W before Halloween Assistance Requested: Use of warehouse, storage, pavilion & woods

FEE WAIVER

Type and Amount of Fees requested to be waived: Permit fee

Describe the public value and benefits to the Murray community:

Event for Murray children and families. Prevention of child abuse and youth scholarships.

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

Signature: Jay Bollwinkel Date: Feb 2, 2024

City Use Only:	Date Received: _____	Approved: yes no

From:	Jamie Baird
To:	Jennifer Kennedy
Cc:	Jay Bollwinkel; Bruce Holyoak
Subject:	FW: [EXTERNAL]Haunted Woods Nonmonetary Fee Waiver
Date:	Friday, February 2, 2024 3:25:11 PM
Attachments:	Nonmonetary Fee Waiver Application_Murray Exchange Club.pdf 2020-Public-Disclosure-990-National-Exchange-Club.pdf image001.png

Hi Jennifer.

See the attached fee waiver application from the Murray Exchange Club for The Haunted Woods.

Thank you.

Jamie Baird Devenport

Office Admin II I Murray Parks and Recreation
296 E. Murray Park Avenue, Murray, Utah 84107
801-264-2614

From: Jay Bollwinkel <jayb@mgba-studio.com>
Sent: Friday, February 2, 2024 3:21 PM
To: Jamie Baird <jbaird@murray.utah.gov>
Cc: Mark Loosli (mark@looslimgt.com) <mark@looslimgt.com>; Sheri VanBibber (sheri.vanbibber@redcross.org) <sheri.vanbibber@redcross.org>; Brandon Bruningham <brandon.burningham@me.com>
Subject: [EXTERNAL]Haunted Woods Nonmonetary Fee Waiver

Jamie,

Attached is the application and our 501 status.

Let us know if you need anything else.

Jay Bollwinkel, Secretary
Murray Exchange Club
801-573-6858

Candid.

GuideStar Charity Check

Generated on April 18, 2024

National Exchange Club Foundation, Inc.

Aka NEC Foundation

3050 W. Central Ave.
Toledo, OH 43606

- ✔ **Foundation Status Code:** PC*
- ✔ Public charity described in section 509(a)(1) or (2)

IRS Publication 78 Details

IRS Pub 78 verified

Organization name	Location	Most recent IRS Publication 78
National Exchange Club Foundation Inc.	Toledo, OH	April 2024
EIN	**Deductibility status description**	**Verified with most recent Internal Revenue Bulletin**
34-6571404	A public charity (50% deductibility limitation).	April 15, 2024

IRS Business Master File Details

IRS BMF 509(a)(1)

Organization name	Most recent IRS BMF	Reason for Non-Private Foundation Status
NATIONAL EXCHANGE CLUB FOUNDATION INC	April 08 2024	Section 509(a)(1) organization as referred to in Section 170(b)(1)(A)(vi)
EIN	**IRS subsection**	**Ruling date**
34-6571404	This organization is a 501(c)(3) Public Charity	04/1966

This organization was not included in the Office of Foreign Assets Control Specially Designated Nationals (SDN) list.

On September 8, 2011, the IRS issued regulations which eliminated the advance ruling process for a section 501(c)(3) organization. Learn more

* The Foundation Status Code is the code that foundations are required to provide for each grantee annually on part XV of Form 990PF. Note that this code cannot be derived in some cases (e.g., supporting organizations for which 'type' can't be determined).

IRS Revenue Procedure 2011-33 allows grantors to rely on third-party resources, such as GuideStar Charity Check, to obtain required Business Master File (BMF) data concerning a potential grantee's public charity classification under section 509 (a) (1), (2) or (3).

GuideStar Charity Check Data Sources

-GuideStar acquires all IRS data directly from the Internal Revenue Service.

-IRS Publication 78 (Cumulative List of Organizations) lists organizations that have been recognized by the Internal Revenue Service as eligible to receive tax-deductible contributions.

-The IRS Internal Revenue Bulletin (IRB) lists changes in charitable status since the last Publication 78 release. Between the release of IRS Publication 78 and the subsequent IRS Internal Revenue Bulletin, the IRB date will reflect the most recent release date of IRS Publication 78.

-The IRS Business Master File lists approximately 1.7 million nonprofits registered with the IRS as tax-exempt organizations.

-The IRS Automatic Revocation of Exemption List contains organizations that have had their federal tax-exempt status automatically revoked for failing to file an annual return or notice with the IRS for three consecutive years.

-The Foundation Status Code is a value derived by mapping the codes found on the 990PF filing instructions to the corresponding codes in the IRS BMF. Note that not all codes are able to be mapped due to insufficient data.

-The Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) list organizations that are owned or controlled by targeted individuals, groups, and entities, such as terrorists or narcotics traffickers.Their assets are blocked and U.S. persons are generally prohibited from dealing with them.

© 2024 Candid. All rights reserved. Candid is a 501(c)(3) nonprofit organization. EIN 13-1837418. Donations are tax-deductible.

Public Disclosure 990

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ **Do not enter social security numbers on this form as it may be made public.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2020

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning JUL 1, 2020 **and ending** JUN 30, 2021

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/ termin-ated
- ☐ Amended return
- ☐ Applica-tion pending

C Name of organization
NATIONAL EXCHANGE CLUB

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) 3050 CENTRAL AVE

Room/suite

City or town, state or province, country, and ZIP or foreign postal code TOLEDO, OH 43606

F Name and address of principal officer: TRACEY EDWARDS
SAME AS C ABOVE

D Employer identification number 34-4312210

E Telephone number 419-535-3232

G Gross receipts $ 1,660,689.

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

H(c) Group exemption number ▶

I Tax-exempt status: ☐ 501(c)(3) ☒ 501(c) (4) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ WWW.NATIONALEXCHANGECLUB.ORG

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1917 **M** State of legal domicile: OH

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: EXCHANGE, INSPIRING COMMUNITIES TO BECOME BETTER PLACES TO LIVE.

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	13
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	13
5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	15
6	Total number of volunteers (estimate if necessary)	6	15456
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

Revenue

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	1,264,249.	1,174,828.
9	Program service revenue (Part VIII, line 2g)	191,282.	70,379.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	36,358.	54,386.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	281,391.	228,710.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,773,280.	1,528,303.

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.	0.
14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	753,985.	691,487.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,005,338.	798,878.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,759,323.	1,490,365.
19	Revenue less expenses. Subtract line 18 from line 12	13,957.	37,938.

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	1,501,162.	1,903,173.
21	Total liabilities (Part X, line 26)	222,894.	326,058.
22	Net assets or fund balances. Subtract line 21 from line 20	1,278,268.	1,577,115.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date

▶ TRACEY EDWARDS, EXECUTIVE VP/CEO
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check if self-employed	PTIN
HEIDI FERGUSON	HEIDI FERGUSON	11/08/21	☐	P00410007

Firm's name ▶ GILMORE JASION MAHLER, LTD — Firm's EIN ▶ 34-1827159

Firm's address ▶ 1785 INDIAN WOOD CIRCLE
MAUMEE, OH 43537 — Phone no. 419-794-2000

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:
EXCHANGE, INSPIRING COMMUNITIES TO BECOME BETTER PLACES TO LIVE.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 1,219,400. including grants of $) (Revenue $ 249,025.)
EDUCATE, IMPROVE, AND DEVELOP THE CAPABILITIES OF MEMBERS OF THE EXCHANGE CLUB TO BETTER SERVE THEIR COMMUNITIES AND IMPLEMENT THE PROGRAMS OF SERVICE OF THE EXCHANGE CLUB.

4b (Code:) (Expenses $ 175,283. including grants of $) (Revenue $)
ADMINISTRATION OF THE PREVENTION OF CHILD ABUSE PROGRAM.

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)
(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 1,394,683.

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1		X
2	Is the organization required to complete *Schedule B, Schedule of Contributors*?	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5	X	
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		X
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f	X	
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I*	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34	X	
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	13		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c X	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return **2a** 15			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	**2b**	X	
	Note: If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)			
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	**3a**		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	**3b**		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	**4a**		X
b	If "Yes," enter the name of the foreign country ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	**5a**		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	**5b**		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	**5c**		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	**6a**		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	**6b**		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	**7a**		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	**7b**		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	**7c**		X
d	If "Yes," indicate the number of Forms 8282 filed during the year **7d**			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	**7e**		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	**7f**		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	**7g**		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	**7h**		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	**8**		
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966?	**9a**		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	**9b**		
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12 **10a**			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities **10b**			
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders **11a**			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) **11b**			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	**12a**		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year **12b**			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.	**13a**		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans **13b**			
c	Enter the amount of reserves on hand **13c**			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	**14a**		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	**14b**		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	**15**		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	**16**		X

Part VI Governance, Management, and Disclosure *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	1a	13		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent	1b	13		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6		X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X	
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a	X	
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b	X	
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c	X	
13	Did the organization have a written whistleblower policy?	13	X	
14	Did the organization have a written document retention and destruction policy?	14	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a	X	
b	Other officers or key employees of the organization	15b	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶ CA

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[X] Own website [ ] Another's website [X] Upon request [ ] Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

TRACEY EDWARDS - 419-535-3232

3050 CENTRAL AVE, TOLEDO, OH 43606

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) TRACEY EDWARDS	42.00									
EXECUTIVE VICE PRESIDENT/CEO	8.00			X				93,069.	17,728.	6,767.
(2) KATHY MIZE	10.00									
NATIONAL PRESIDENT		X		X				0.	0.	0.
(3) RUSS FINNEY	10.00									
IMMEDIATE PAST NATIONAL PR	5.00	X		X				0.	0.	0.
(4) BARBARA ORR	4.00									
NATIONAL TREASURER	4.00	X		X				0.	0.	0.
(5) BILLY WINEHOLT	6.00									
REGIONAL VP		X						0.	0.	0.
(6) JOHN BLYTHE	6.00									
REGIONAL VP		X						0.	0.	0.
(7) LEIF WELHAVEN	6.00									
REGIONAL VP		X						0.	0.	0.
(8) DAWN PORTNER	8.00									
REGIONAL VP		X						0.	0.	0.
(9) MIKE REICHEK	6.00									
REGIONAL VP		X						0.	0.	0.
(10) DENISE STRUB	6.00									
REGIONAL VP		X						0.	0.	0.
(11) JENNIFER SWENEY	6.00									
REGIONAL VP		X						0.	0.	0.
(12) KIM PRADO	6.00									
REGIONAL VP		X						0.	0.	0.
(13) W DAVID JOHNSON	6.00									
REGIONAL VP		X						0.	0.	0.
(14) JOE DUDEK	10.00									
REGIONAL VP		X						0.	0.	0.

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal ▶								93,069.	17,728.	6,767.
c Total from continuation sheets to Part VII, Section A ▶								0.	0.	0.
d Total (add lines 1b and 1c) ▶								93,069.	17,728.	6,767.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

		Yes	No
3 Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b	999,545.				
	c Fundraising events	1c					
	d Related organizations	1d	175,283.				
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f					
	g Noncash contributions included in lines 1a-1f	1g	$				
	h **Total.** Add lines 1a-1f			1,174,828.			
Program Service Revenue			**Business Code**				
	2a CONVENTION REVENUE		900099	70,379.	70,379.		
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g **Total.** Add lines 2a-2f			70,379.			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			25,216.			25,216.
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real / (ii) Personal				
	6a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
			(i) Securities / (ii) Other				
	7a Gross amount from sales of assets other than inventory	7a	69,418.				
	b Less: cost or other basis and sales expenses	7b	40,248.				
	c Gain or (loss)	7c	29,170.				
	d Net gain or (loss)			29,170.			29,170.
	8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a	135,995.				
	b Less: cost of goods sold	10b	92,138.				
	c Net income or (loss) from sales of inventory			43,857.			43,857.
Miscellaneous Revenue			**Business Code**				
	11a CLUB LIABILITY REVENUE		900099	112,321.	112,321.		
	b						
	c						
	d All other revenue		900099	72,532.	66,325.		6,207.
	e **Total.** Add lines 11a-11d			184,853.			
	12 **Total revenue.** See instructions			1,528,303.	249,025.	0.	104,450.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	117,645.	98,813.	18,832.	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	468,169.	468,169.		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	17,999.	17,999.		
9 Other employee benefits	44,618.	44,618.		
10 Payroll taxes	43,056.	41,674.	1,382.	
11 Fees for services (nonemployees):				
a Management				
b Legal	14,679.		14,679.	
c Accounting	16,510.		16,510.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	124,174.	124,174.		
12 Advertising and promotion	42,269.	42,269.		
13 Office expenses	70,310.	62,189.	8,121.	
14 Information technology	2,432.	2,300.	132.	
15 Royalties				
16 Occupancy	120,804.	106,308.	14,496.	
17 Travel	19,768.	19,768.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	57,728.	46,198.	11,530.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	46,698.	41,094.	5,604.	
23 Insurance	127,000.	126,604.	396.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a TRAINING	113,124.	113,124.		
b AWARDS	28,747.	28,747.		
c DUES & SUBSCRIPTIONS	8,305.	8,305.		
d BAD DEBT	4,000.		4,000.	
e All other expenses	2,330.	2,330.		
25 **Total functional expenses.** Add lines 1 through 24e	1,490,365.	1,394,683.	95,682.	0.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	106,352.	1	251,718.
	2	Savings and temporary cash investments	35,200.	2	94,292.
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	65,528.	4	19,727.
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use	92,876.	8	79,993.
	9	Prepaid expenses and deferred charges	11,499.	9	8,320.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 1,814,548.			
	b	Less: accumulated depreciation — 10b: 1,507,820.	301,368.	10c	306,728.
	11	Investments - publicly traded securities	865,743.	11	1,121,945.
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	22,596.	15	20,450.
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	1,501,162.	16	1,903,173.
Liabilities	17	Accounts payable and accrued expenses	145,519.	17	198,918.
	18	Grants payable		18	
	19	Deferred revenue	77,375.	19	76,440.
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	50,700.
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	222,894.	26	326,058.
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ▶ ☒ and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions	1,278,268.	27	1,577,115.
	28	Net assets with donor restrictions		28	
		Organizations that do not follow FASB ASC 958, check here ▶ ☐ and complete lines 29 through 33.			
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds		31	
	32	Total net assets or fund balances	1,278,268.	32	1,577,115.
	33	Total liabilities and net assets/fund balances	1,501,162.	33	1,903,173.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,528,303.
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,490,365.
3	Revenue less expenses. Subtract line 2 from line 1	3	37,938.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,278,268.
5	Net unrealized gains (losses) on investments	5	260,909.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	1,577,115.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☒

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b	X	
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE C
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Political Campaign and Lobbying Activities

For Organizations Exempt From Income Tax Under section 501(c) and section 527

▶ **Complete if the organization is described below.** ▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2020

Open to Public Inspection

If the organization answered "Yes," on Form 990, Part IV, line 3, or Form 990-EZ, Part V, line 46 (Political Campaign Activities), then

- Section 501(c)(3) organizations: Complete Parts I-A and B. Do not complete Part I-C.
- Section 501(c) (other than section 501(c)(3)) organizations: Complete Parts I-A and C below. Do not complete Part I-B.
- Section 527 organizations: Complete Part I-A only.

If the organization answered "Yes," on Form 990, Part IV, line 4, or Form 990-EZ, Part VI, line 47 (Lobbying Activities), then

- Section 501(c)(3) organizations that have filed Form 5768 (election under section 501(h)): Complete Part II-A. Do not complete Part II-B.
- Section 501(c)(3) organizations that have NOT filed Form 5768 (election under section 501(h)): Complete Part II-B. Do not complete Part II-A.

If the organization answered "Yes," on Form 990, Part IV, line 5 (Proxy Tax) (See separate instructions) or Form 990-EZ, Part V, line 35c (Proxy Tax) (See separate instructions), then

- Section 501(c)(4), (5), or (6) organizations: Complete Part III.

Name of organization	Employer identification number
NATIONAL EXCHANGE CLUB	34-4312210

Part I-A Complete if the organization is exempt under section 501(c) or is a section 527 organization.

1 Provide a description of the organization's direct and indirect political campaign activities in Part IV.

2 Political campaign activity expenditures ▶ $

3 Volunteer hours for political campaign activities

Part I-B Complete if the organization is exempt under section 501(c)(3).

1 Enter the amount of any excise tax incurred by the organization under section 4955 ▶ $

2 Enter the amount of any excise tax incurred by organization managers under section 4955 ▶ $

3 If the organization incurred a section 4955 tax, did it file Form 4720 for this year? ☐ Yes ☐ No

4a Was a correction made? ☐ Yes ☐ No

b If "Yes," describe in Part IV.

Part I-C Complete if the organization is exempt under section 501(c), except section 501(c)(3).

1 Enter the amount directly expended by the filing organization for section 527 exempt function activities ▶ $

2 Enter the amount of the filing organization's funds contributed to other organizations for section 527 exempt function activities ▶ $

3 Total exempt function expenditures. Add lines 1 and 2. Enter here and on Form 1120-POL, line 17b ▶ $

4 Did the filing organization file **Form 1120-POL** for this year? ☐ Yes ☐ No

5 Enter the names, addresses and employer identification number (EIN) of all section 527 political organizations to which the filing organization made payments. For each organization listed, enter the amount paid from the filing organization's funds. Also enter the amount of political contributions received that were promptly and directly delivered to a separate political organization, such as a separate segregated fund or a political action committee (PAC). If additional space is needed, provide information in Part IV.

(a) Name	**(b)** Address	**(c)** EIN	**(d)** Amount paid from filing organization's funds. If none, enter -0-.	**(e)** Amount of political contributions received and promptly and directly delivered to a separate political organization. If none, enter -0-.

Part II-A **Complete if the organization is exempt under section 501(c)(3) and filed Form 5768 (election under section 501(h)).**

A Check ▶ ☐ if the filing organization belongs to an affiliated group (and list in Part IV each affiliated group member's name, address, EIN, expenses, and share of excess lobbying expenditures).

B Check ▶ ☐ if the filing organization checked box A and "limited control" provisions apply.

Limits on Lobbying Expenditures (The term "expenditures" means amounts paid or incurred.)	(a) Filing organization's totals	(b) Affiliated group totals
1a Total lobbying expenditures to influence public opinion (grassroots lobbying)		
b Total lobbying expenditures to influence a legislative body (direct lobbying)		
c Total lobbying expenditures (add lines 1a and 1b)		
d Other exempt purpose expenditures		
e Total exempt purpose expenditures (add lines 1c and 1d)		
f Lobbying nontaxable amount. Enter the amount from the following table in both columns.		

If the amount on line 1e, column (a) or (b) is:	The lobbying nontaxable amount is:
Not over $500,000	20% of the amount on line 1e.
Over $500,000 but not over $1,000,000	$100,000 plus 15% of the excess over $500,000.
Over $1,000,000 but not over $1,500,000	$175,000 plus 10% of the excess over $1,000,000.
Over $1,500,000 but not over $17,000,000	$225,000 plus 5% of the excess over $1,500,000.
Over $17,000,000	$1,000,000.

g Grassroots nontaxable amount (enter 25% of line 1f)		
h Subtract line 1g from line 1a. If zero or less, enter -0-		
i Subtract line 1f from line 1c. If zero or less, enter -0-		

j If there is an amount other than zero on either line 1h or line 1i, did the organization file Form 4720 reporting section 4911 tax for this year? ☐ Yes ☐ No

4-Year Averaging Period Under Section 501(h)

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See the separate instructions for lines 2a through 2f.)

Lobbying Expenditures During 4-Year Averaging Period

Calendar year (or fiscal year beginning in)	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) Total
2a Lobbying nontaxable amount					
b Lobbying ceiling amount (150% of line 2a, column(e))					
c Total lobbying expenditures					
d Grassroots nontaxable amount					
e Grassroots ceiling amount (150% of line 2d, column (e))					
f Grassroots lobbying expenditures					

Part II-B Complete if the organization is exempt under section 501(c)(3) and has NOT filed Form 5768 (election under section 501(h)).

For each "Yes" response on lines 1a through 1i below, provide in Part IV a detailed description of the lobbying activity.	(a) Yes	(a) No	(b) Amount
1 During the year, did the filing organization attempt to influence foreign, national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:			
a Volunteers?			
b Paid staff or management (include compensation in expenses reported on lines 1c through 1i)?			
c Media advertisements?			
d Mailings to members, legislators, or the public?			
e Publications, or published or broadcast statements?			
f Grants to other organizations for lobbying purposes?			
g Direct contact with legislators, their staffs, government officials, or a legislative body?			
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any similar means?			
i Other activities?			
j Total. Add lines 1c through 1i			
2a Did the activities in line 1 cause the organization to be not described in section 501(c)(3)?			
b If "Yes," enter the amount of any tax incurred under section 4912			
c If "Yes," enter the amount of any tax incurred by organization managers under section 4912			
d If the filing organization incurred a section 4912 tax, did it file Form 4720 for this year?			

Part III-A Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6).

			Yes	No
1	Were substantially all (90% or more) dues received nondeductible by members?	1	X	
2	Did the organization make only in-house lobbying expenditures of $2,000 or less?	2	X	
3	Did the organization agree to carry over lobbying and political campaign activity expenditures from the prior year?	3		X

Part III-B Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6) and if either (a) BOTH Part III-A, lines 1 and 2, are answered "No" OR (b) Part III-A, line 3, is answered "Yes."

1	Dues, assessments and similar amounts from members	1	
2	Section 162(e) nondeductible lobbying and political expenditures **(do not include amounts of political expenses for which the section 527(f) tax was paid).**		
a	Current year	2a	
b	Carryover from last year	2b	
c	Total	2c	
3	Aggregate amount reported in section 6033(e)(1)(A) notices of nondeductible section 162(e) dues	3	
4	If notices were sent and the amount on line 2c exceeds the amount on line 3, what portion of the excess does the organization agree to carryover to the reasonable estimate of nondeductible lobbying and political expenditure next year?	4	
5	Taxable amount of lobbying and political expenditures (See instructions)	5	

Part IV Supplemental Information

Provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5; Part II-A (affiliated group list); Part II-A, lines 1 and 2 (See instructions); and Part II-B, line 1. Also, complete this part for any additional information.

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization
NATIONAL EXCHANGE CLUB

Employer identification number
34-4312210

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

(ii) Assets included in Form 990, Part X ▶ $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $ _____

b Assets included in Form 990, Part X ▶ $ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange program
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ _____%
b Permanent endowment ▶ _____%
c Term endowment ▶ _____%

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations	3a(i)		
(ii) Related organizations	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		68,898.		68,898.
b Buildings		1,171,937.	1,011,657.	160,280.
c Leasehold improvements				
d Equipment		306,664.	257,567.	49,097.
e Other		267,049.	238,596.	28,453.
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				306,728.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ... X

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	1,972,472.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a	260,909.		
b	Donated services and use of facilities	2b	91,122.		
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	352,031.
3	Subtract line **2e** from line **1**			3	1,620,441.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b	-92,138.		
c	Add lines **4a** and **4b**			4c	-92,138.
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	1,528,303.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	1,673,625.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a	91,122.		
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d	92,138.		
e	Add lines **2a** through **2d**			2e	183,260.
3	Subtract line **2e** from line **1**			3	1,490,365.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	0.
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	1,490,365.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

NEC IS EXEMPT FROM FEDERAL INCOME TAXES UNDER INTERNAL REVENUE CODE SECTION 501(C)(4). MANAGEMENT OF NEC IS REQUIRED TO DETERMINE WHETHER A TAX POSITION OF NEC IS MORE LIKELY THAN NOT TO BE SUSTAINED UPON EXAMINATION BY THE APPLICABLE TAXING AUTHORITY, INCLUDING RESOLUTION OF ANY RELATED APPEALS OR LITIGATION PROCESSES, BASED ON THE TECHNICAL MERITS OF THE POSITION. MANAGEMENT OF NEC IS NOT AWARE OF ANY TAX POSITIONS FOR WHICH IT IS REASONABLY POSSIBLE THAT THE TOTAL AMOUNTS OF UNRECOGNIZED TAX BENEFITS WILL SIGNIFICANTLY CHANGE IN THE NEXT TWELVE MONTHS. HOWEVER, MANAGEMENT'S CONCLUSIONS MAY BE SUBJECT TO REVIEW AND ADJUSTMENT AT A LATER DATE BASED ON FACTORS INCLUDING, BUT NOT LIMITED TO, NEW TAX LAWS, REGULATIONS, AND ADMINISTRATIVE INTERPRETATIONS (INCLUDING RELEVANT COURT

Part XIII Supplemental Information *(continued)*

DECISIONS). NEC'S FEDERAL TAX RETURNS FOR THE PRIOR THREE FISCAL YEARS REMAIN SUBJECT TO EXAMINATION BY THE INTERNAL REVENUE SERVICE.

PART XI, LINE 4B - OTHER ADJUSTMENTS:

COST OF GOODS SOLD	-92,138.

PART XII, LINE 2D - OTHER ADJUSTMENTS:

COST OF GOODS SOLD	92,138.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization
NATIONAL EXCHANGE CLUB

Employer identification number
34-4312210

FORM 990, PART VI, SECTION A, LINE 6:

MEMBERS IN THE NATIONAL EXCHANGE CLUB, OTHER THAN THE GOVERNING BODY MEMBERS, ARE COMPOSED OF:

1. CHARTERED EXCHANGE CLUBS (REPRESENTATION BY THE CLUB PRESIDENT)
2. PAST NATIONAL PRESIDENTS IN GOOD STANDING IN A CLUB IN GOOD STANDING
3. MEMBERS OF THE NATIONAL COMMITTEE ON JURISPRUDENCE AND LAWS
4. DISTRICT PRESIDENTS

FORM 990, PART VI, SECTION A, LINE 7A:

DELEGATE MEMBERS ARE ENTITLED TO VOTE ON THE ELECTION OF OFFICERS AND OTHER MEMBERS OF THE NATIONAL BOARD OF DIRECTORS AT THE ANNUAL CONVENTION. DELEGATE MEMBERS ARE ALSO ENTITLED TO VOTE ON ANY QUESTION SUBMITTED AT ANY CONVENTION, SUCH AS CHANGES TO THE BYLAWS, PROVIDED THE MEMBER IS REGISTERED ON THE ROLES OF THE CONVENTION.

FORM 990, PART VI, SECTION A, LINE 7B:

CHANGES TO THE BYLAWS MUST BE APPROVED BY CONVENTION DELEGATES.

FORM 990, PART VI, SECTION B, LINE 11B:

THE NATIONAL BOARD OF DIRECTORS REVIEWS AND APPROVES.

FORM 990, PART VI, SECTION B, LINE 12C:

POLICY IS MONITORED BY THE BOARD AND DISCUSSED ON AN INDIVIDUAL CASE BY CASE BASIS.

Name of the organization: NATIONAL EXCHANGE CLUB

Employer identification number: 34-4312210

FORM 990, PART VI, SECTION B, LINE 15:

COMPENSATION AMOUNTS ARE APPROVED BY THE EXECUTIVE COMMITTEE AND BASED UPON COMPARABILITY DATA FROM EMPLOYER ORGANIZATIONS INCLUDING COST OF LIVING ADJUSTMENTS FROM REGIONAL STUDIES.

FORM 990, PART VI, SECTION C, LINE 19:

MOST ARE AVAILABLE ONLINE, PUBLISHED IN THE QUARTERLY MAGAZINE, AND FURNISHED UPON REQUEST.

FORM 990, PART XII, LINE 2C

THE PROCESS IN WHICH THE COMMITTEE RESPONSIBLE FOR OVERSIGHT OF THE AUDITED FINANCIAL STATEMENTS AND SELECTION OF AN INDEPENDENT ACCOUNTANT HAS NOT CHANGED FROM PRIOR YEAR.

SCHEDULE R (Form 990)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.

▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization

NATIONAL EXCHANGE CLUB

Employer identification number

34-4312210

Part I **Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II **Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity? Yes	(g) Section 512(b)(13) controlled entity? No
THE NATIONAL EXCHANGE CLUB FOUNDATION, INC. - 34-6571404, 3050 CENTRAL AVENUE, TOLEDO, OH 43606	TO PROVIDE RESOURCES FOR THE NATIONAL EXCHANGE CLUB'S PROGRAMS	OHIO	501(C)(3)	LINE 7	N/A		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2020

032161 10-28-20 LHA

Part III **Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part IV **Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes	(i) No

Part V **Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.		Yes	No
1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?			
a Receipt of **(i)** interest, **(ii)** annuities, **(iii)** royalties, or **(iv)** rent from a controlled entity	1a		X
b Gift, grant, or capital contribution to related organization(s)	1b		X
c Gift, grant, or capital contribution from related organization(s)	1c	X	
d Loans or loan guarantees to or for related organization(s)	1d		X
e Loans or loan guarantees by related organization(s)	1e		X
f Dividends from related organization(s)	1f		X
g Sale of assets to related organization(s)	1g		X
h Purchase of assets from related organization(s)	1h		X
i Exchange of assets with related organization(s)	1i		X
j Lease of facilities, equipment, or other assets to related organization(s)	1j		X
k Lease of facilities, equipment, or other assets from related organization(s)	1k		X
l Performance of services or membership or fundraising solicitations for related organization(s)	1l	X	
m Performance of services or membership or fundraising solicitations by related organization(s)	1m		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	1n	X	
o Sharing of paid employees with related organization(s)	1o	X	
p Reimbursement paid to related organization(s) for expenses	1p		X
q Reimbursement paid by related organization(s) for expenses	1q	X	
r Other transfer of cash or property to related organization(s)	1r		X
s Other transfer of cash or property from related organization(s)	1s		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	**(b)** Transaction type (a-s)	**(c)** Amount involved	**(d)** Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.? Yes	(e) No	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations? Yes	(h) No	(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes	(j) No	(k) Percentage ownership

Part VII Supplemental Information

Provide additional information for responses to questions on Schedule R. See instructions.

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 ASSITANCE AND FEE WAIVER APPLICATION

Organization Name: Murray Babe Ruth Baseball

Contact Name: Ryan Larsen Phone Number: 801-971-4931

Organization Address: _____

Email: ryan@lfscorporation.com

Type of 501(c) Organization: (3)

Name and Purpose of Activity, Event: Pacific Southwest Regional Baseball Tournamer

This is a double elimination baseball tournament for Babe Ruth Baseball including

teams from Hawaii, California, Nevada, Arizona, Utah, and our own host team from Mu

NONMONETARY ASSISTANCE

Date of Event: 7/21/24 - 7/27/24 Assistance Requested: Help maintaining the and grooming the fields Ken Price

FEE WAIVER

Type and Amount of Fees requested to be waived: $2,300.00

Describe the public value and benefits to the Murray community:

I am hoping to bring bring back a little bit of the glory days of the World Series and PSW Regionals played here at Ken Price Field,

all official activities will take place here in Murray City, adding a sense of pride, community awareness

and commerce into our city.

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

Signature: Ryan Larsen Digitally signed by Ryan Larsen Date: 2024.02.02 18:49:30 -07'00' Date: 02/02/2024

City Use Only:	Date Received: _____	Approved: yes no

MURRAY LIBERTY LEAGUE BASEBALL, INC.

Update this Business

Entity Number: 13818349-0140
Company Type: Corporation - Domestic - Non-Profit
Address: 9132 S 2700 W West Jordan, UT 84088
State of Origin:
Registered Agent: BLULINE SERVICES CORP
Registered Agent Address:
7460 South Balboa Drive
Midvale, UT 84047

View Management Team

Status: Active

Purchase Certificate of Existence

Status: Active *as of 02/06/2024*
Renew By: 01/31/2025
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: 01/29/2024
Last Renewed: N/A

Additional Information

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

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 06 2015

MURRAY LIBERTY LEAGUE BASEBALL INC
1557 SMILEY DRIVE
TAYLORSVILLE, UT 84123-0000

Employer Identification Number:
47-2390986
DLN:
26053524003745
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990-PF Required:
Yes
Effective Date of Exemption:
December 16, 2014
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5437

MURRAY LIBERTY LEAGUE BASEBALL INC

Sincerely,

Director, Exempt Organizations

From: Bruce Holyoak
To: Jennifer Kennedy
Subject: RE: [EXTERNAL]RE: Fee Waiver"s
Date: Wednesday, June 12, 2024 2:33:12 PM
Attachments: image002.png

Jennifer,

It would be park/field rentals.

From: Jennifer Kennedy <jkennedy@murray.utah.gov>
Sent: Wednesday, June 12, 2024 1:52 PM
To: Bruce Holyoak <bholyoak@murray.utah.gov>
Subject: FW: [EXTERNAL]RE: Fee Waiver's

Hi Bruce,

Do you know what fees the Babe Ruth Baseball is actually asking for? Is it park/field rentals?

Jennifer Kennedy
Council Executive Director | City Council Office
10 East 4800 South RM 290 | Murray, Utah 84107
Phone: (801) 264-2622
www.murray.utah.gov

From: Kristine Jones <kjones@murray.utah.gov>
Sent: Friday, February 23, 2024 12:50 PM
To: Jennifer Kennedy <jkennedy@murray.utah.gov>
Cc: Bruce Holyoak <bholyoak@murray.utah.gov>; Jamie Baird <jbaird@murray.utah.gov>
Subject: FW: [EXTERNAL]RE: Fee Waiver's

Jennifer-

Attached is the fee waiver for Murray Babe Ruth.

Thank you,

Kristine Jones
Office Administrator Supervisor | Murray City Parks and Recreation
296 E Murray Park Avenue | Murray, Utah 84107
Phone: (801) 264-2508

From: Ryan Larsen <ryan@lfscorporation.com>
Sent: Wednesday, February 21, 2024 4:39 PM
To: Kristine Jones <kjones@murray.utah.gov>
Cc: Bruce Holyoak <bholyoak@murray.utah.gov>
Subject: [EXTERNAL]RE: Fee Waiver's

Thanks

MURRAY
CITY COUNCIL

Complete and return to:
Murray City Council Office
10 East 4800 South #290
Murray City, Utah 84107

Email: jkennedy@murray.utah.gov

NONMONETARY ASSITANCE AND FEE WAIVER APPLICATION

This application is for events being held from July 1, 2024 through June 30, 2025.
Applications must be received in the Council Office by April 30, 2024.

Organization Name: Utah Farm Bureau Federation

Contact Name: Adelaide Corey-Disch Phone Number: (904) 412-5982

Organization Address: 9865 S State St, Sandy, UT 84070

Email: adelaide.coreydisch@fbfs.com

Type of 501(c) Organization: 501(c)5

Name and Purpose of Activity, Event: Murray Park Farmers Market, historic farmers market

---

NONMONETARY ASSISTANCE

Date of Event: July-October Assistance Requested: _____

FEE WAIVER

Type and Amount of Fees requested to be waived: permit fees

Describe the public value and benefits to the Murray community:

Community event that supports local businesses and Utah farmers and ranchers

---

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

Signature: Adelaide Corey-Disch Date: _____

City Use Only:	Date Received: _____	Approved: yes no

UTAH FARM BUREAU FEDERATION

Update this Business

Entity Number: 555965-0140
Company Type: Corporation - Domestic - Non-Profit
Address: 9865 S STATE Sandy, UT 840703205
State of Origin: UT
Registered Agent: SPENCER GIBBONS
Registered Agent Address:
9865 SOUTH STATE STREET
SANDY, UT 84070

View Management Team

Status: Delinquent

Purchase Certificate of Existence

Status: Delinquent *as of 04/11/2024*

Renew Now

Status Description: Failure to File Renewal
Employment Verification: Not Registered with Verify Utah

History

View Filed Documents

Registration Date: 03/09/1925
Last Renewed: 01/21/2023

Additional Information

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

IRS Department of the Treasury
Internal Revenue Service
PO BOX 9019
HOLTSVILLE NY 11742-9019

In reply refer to: 0150536351
Mar. 06, 2024 LTR 147C 0
87-0189000 000000 00
00005339
BODC: TE

UTAH FARM BUREAU FEDERATION
9865 S STATE ST
SANDY UT 84070-3205

065663

Employer identification number: 87-0189000

Dear Taxpayer:

Thank you for your inquiry of Feb. 26, 2024.

We can't reproduce the CP 575/576, Employer Identification Number (EIN) Assignment. However, this letter will serve as proof of EIN assignment verification.

Your employer identification number (EIN) is 87-0189000. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at IRS.gov/forms or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0150536351
Mar. 06, 2024 LTR 147C 0
87-0189000 000000 00
00005340

UTAH FARM BUREAU FEDERATION
9865 S STATE ST
SANDY UT 84070-3205

Sincerely yours,

Cathy M. Snider

Cathy M. Snider, Operations Mgr.
Accounts Management Op 3

Enclosures:
Copy of this letter

efile GRAPHIC print - DO NOT PROCESS | As Filed Data - | DLN: 93493271002122

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ **Go to *www.irs.gov/Form990* for instructions and the latest information.**

OMB No. 1545-0047

2020

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning 11-01-2020 , and ending 10-31-2021

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
UTAH FARM BUREAU FEDERATION

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
9865 SOUTH STATE STREET

City or town, state or province, country, and ZIP or foreign postal code
SANDY, UT 84070

D Employer identification number
87-0189000

E Telephone number
(801) 233-3008

G Gross receipts $ 4,056,352

F Name and address of principal officer:
DARREN HEDIN
9865 SOUTH STATE STREET
SANDY, UT 84070

H(a) Is this a group return for subordinates? ☐ Yes ☑ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: ☐ 501(c)(3) ☑ 501(c) (5) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization: ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1945

M State of legal domicile: UT

From:	Adelaide Corey-Disch
To:	Jennifer Kennedy
Subject:	[EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]Re: Fee Waiver Application
Date:	Thursday, June 13, 2024 11:51:21 AM
Attachments:	image001.png image003.png Outlook-0msociiu.png

Typically we request the temporary business license application fees be waived. I don't usually apply for park rental, but rather the Seasonal Use Application and the Temporary Business license. Hope that helps!
Adelaide

From: Jennifer Kennedy <jkennedy@murray.utah.gov>
Sent: Wednesday, June 12, 2024 10:53 AM
To: Adelaide Corey-Disch <Adelaide.CoreyDisch@fbfs.com>
Subject: FW: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]Re: [EXTERNAL]Re: Fee Waiver Application

WARNING - External Email:
This message came from outside the Farm Bureau Financial Services email system. Do not click on links, open attachments, or take any other requested action unless you are certain the message is legitimate.

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Good morning Adelaide,

I have a question about your fee waiver application. Are you asking for park rental fees to be waived? I just want to make sure your request is presented correctly to the city council

Thank you,

Jennifer Kennedy
Council Executive Director | City Council Office

MURRAY
CITY COUNCIL

Documents for Public Hearings #2-#8

The following documents should be used in conjunction with Public Hearings #2 through #8 and include:

- Notice of Public Hearing
- Bonneville Research Study
- Murray City 2024 Donation Request Study

Murray City Corporation

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on the 23rd day of July 2024, at the hour of 5:00 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 ($100,000), (2) Murray Chamber of Commerce ($60,000), (3) Miss Murray Scholarship Organization ($14,000), (4) Murray Park Farmers Market, Utah Farm Bureau Foundation ($5,000), (5) Ballet Center of Utah, Inc. ($3,000), (6) Murray Concert Band ($2,500) and (7) Murray Symphony ($2,500).

A study was prepared 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. Each request will be heard and considered separately.

DATED this 8th day of July 2024.

MURRAY CITY CORPORATION

Brooke Smith
City Recorder

DATES OF PUBLICATION: July 8, 2024
PH24-28 (Updated Time)

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

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:

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. MFG 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.

  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.

  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.

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[1]
  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

[1] 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.

Murray City 2024 Donation Request Study

Utah Farm Bureau
9865 South State Street, Sandy, Utah 84070

Request:	$5,000
Project Budget:	$7,808
Previous Murray City Awardee:	No

- The Murray Park Farmers Market provides an important source of fresh Utah-grown produce in Murray and acts as a business incubator for local small businesses, many of which are owned by Murray residents. The Farm Bureau has primarily self-funded the market for the past 43 years, with a small portion of funding provided by vendors via fees.
- The market's attendees are aging, however. and in order to maintain the sustainability of the market we need to engage with our family and younger consumers.
- The Utah Farm Bureau is implementing a children's program for the first time at the Murray Park Farmers Market. The program, called Power of Produce (POP) Club is a farmers' market-based children program (developed by the Farmers Market Coalition) that seeks to teach children about fruits and vegetables, local food systems, and healthy food preparation through fun activities. Participants engage in the full farmers market experience by trying new foods, having conversations with farmers, and buying local produce. POP participants receive $2 vouchers to spend on the fruits and vegetables of their choice at each market day they participate. These vouchers serve to empower kids, by giving purchasing power to buy from farmers and local vendors at the market.
- The funds would be used in two ways. One- to pay for the weekly children's activities (like produce taste-testing, crafts, etc.) specifically- paying for materials and fresh produce purchased from the farmers at the Murray Park Farmers Market. And two- by expanding the $2 vouchers to include more children who would like to participate. Currently we have only enough funding for 50 children every Saturday only. With increased funding we could include preschool-age children who attend the market on Fridays.
- The Farm Bureau's Power of Produce (POP) club program meets the criteria Bonneville Research established last year. Educating Murray's young residents about healthy foods, nutrition, and farmers through activities, taste tests and purchases, could help contribute to healthier and more educated kids and families. The program aligns with Murray City's efforts to enhance the safety, health, prosperity, moral well-being, peace, order, comport or convenience of the inhabitants of the municipality.

MURRAY
CITY COUNCIL

Public Hearing #2

City Council

Appropriation of Money for the Murray Symphony

Council Action Request

Council Meeting

Meeting Date: July 23, 2024

Department Director Jennifer Kennedy **Phone #** 801-264-2622 **Presenters** Jennifer Kennedy **Required Time for Presentation** **Is This Time Sensitive** Yes **Mayor's Approval** **Date** July 9, 2024	**Purpose of Proposal** Appropriation of Money for Corporate Purposes **Action Requested** Appropriate funds for the Murray Symphony **Attachments** Resolution and Application from the Murray Symphony **Budget Impact** $2,500 **Description of this Item** The Murray Symphony plans, rehearses, and performs five quality concerts each year. The programming is meant to be inclusive of many different musical interests of the audience and the musicians. For this reason there is often a mix of contemporary and classical music with the goal of growing the musician's skills while also providing an entertaining and educational experience for the audience.

RESOLUTION NO. R24-__

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 Murray Symphony has requested a monetary contribution in the amount of $2,500.00 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 in 2023 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, the Study was available for public inspection at least 14 days before the public hearing; and

WHEREAS, a public hearing was held on July 23, 2024, before the Council to consider the appropriations; and

WHEREAS, after receiving public input, reviewing the Study and considering

other factors, the Council wants to make a determination regarding the appropriation to the 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.

2. The Council finds that the following are legitimate public purposes the City wants to accomplish by appropriating money to the Murray Symphony to provide for the safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the City:

- **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 appropriation is necessary and appropriate to accomplish the reasonable goals of the City in the area of economic development, job preservation, and in enhancing the peace, order, and comfort of City residents.

5. Based on its findings, the Council approves an appropriation in the amount of $2,500.00 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 2024.

MURRAY CITY MUNICIPAL COUNCIL

_____
Pam Cotter, Chair

ATTEST:

_____
Brooke Smith, City Recorder

MURRAY
CITY COUNCIL

Complete and return to:
Murray City Council Office
10 East 4800 South #290
Murray City, Utah 84107

Email: jkennedy@murray.utah.gov

APPLICATION FOR FUNDS

All applications must be received by April 30, 2024 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 applications will not be considered. Awards will be based on an allocated budget amount to be determined during the city's budget process. Funding is not guaranteed.

APPLICANT INFORMATION

Legal Name of Applicant/Agency: Murray Symphony

Applicant Website: https://www.murraysymphony.org/

Physical Address: Hillcrest Jr. High 178 East 5300 South
City: Murray State: Utah Zip Code: 84107

Mailing Address (if different from Physical Address):
PO Box 571213
City: Murray State: Utah Zip Code: 84157-1213

APPLICANT CONTACT INFORMATION

Name: Amanda Brown

Email Address: LF.amanda@gmail.com

Telephone Number: 208.867.8285

PROGRAM INFORMATION

Funding Request Amount (Maximum of $2,500): $2,500

Is your organization a 501(c)?

Yes __X__

No ____
Program is:

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

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

1. Program Description (500 characters or less):
The Murray Symphony exists to provide orchestral performances for the local community to enhance the welfare of the citizens of Salt Lake County and surrounding areas; to provide the community musical education related to orchestral performance; and to provide musicians of Salt Lake County and surrounding areas the opportunity to learn and perform a variety of musical works as an orchestra.

2. What service will you be providing with the use of these funds? (500 characters or less):
The Murray Symphony plans, rehearses, and performs five quality concerts each year. The programming is meant to be inclusive of many different musical interests of the audience and the musicians. For this reason there is often a mix of contemporary and classical music with the goal of growing the musician's skills while also providing an entertaining and educational experience for the audience.

3. Why is this service needed in Murray? (350 characters or less):
The Symphony provides an affordable option for experiences with live symphonic performances to residents.

4. What specific population and age group in Murray is the program intended to serve (beneficiary population)?:
The primary audience is made up of people who appreciate attending concerts for a reasonable price, which is $8 per ticket. Often there are families with children because children under ten years old can attend for free.
The themes of the concerts vary and draw in a variety of interested audience members. The Halloween, Christmas, and summer concerts are often family-oriented, but also seek to expand the audience's exposure to other music as well. All concerts aim to expand the audience's musical experience and knowledge.

5. How many people are expected to be serviced with this program?:
In the 2022-2023 season, the total number of attendees across five concerts was 1,280. We are hoping to increase that number this year and the next through expanded marketing and advertising.

6. When is the program offered?:
There are five concerts offered throughout the year: October, December, February, April, and June.

7. What is the expected timeline for expenditure of requested funds?:

We are expecting to use the funds for the 2024-2025 season (July-August).

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

9. Where is the program held (if different from agency location)?:

Four concerts are held at Hillcrest Jr. High, while the summer concert is held at the Murray Amphitheater (495 E. 5300 S. 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?
We are happy to contribute to the varied artistic offerings in Murray, Utah.

Anyone is welcome to attend our concerts, and our Christmas concert is free to attend. For our Christmas concert, we spotlight a charity for audience donations. For the past two years, we have invited donations for the Murray Children's Pantry. We also acknowledge the value of creating positive experiences for building our community.

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

No

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

The Murray Symphony hopes to provide educational and entertaining live orchestral experiences for anyone who wishes to experience symphonic music. The hope is that high-quality live music can become accessible to everyone within the context of a positive, uplifting community gathering.

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

Anyone and everyone is welcome to attend our concerts. Because we perform in Murray, however, geographically it is easier for Murray residents to attend.

e. Is the benefit to Murray residents speculative?

We have seen real benefits in the city of Murray. The Murray Arts in the Parks program brings in Murray residents because of how it is advertised. This is usually our highest-attending concert. Also, we have collaborated with Murray school district students for a number of concerts. Most recently, the Murray High school choir came and performed for our December concert with us. For the past two years, there have been side-by-side concerts where members of the Murray Symphony perform with Hillcrest Jr. High band and orchestra students. The generous donations of audience members have directly impacted the Murray Children's Pantry for the last two Christmases. The Murray Symphony receives feedback about concerts through the symphony email address and through members sharing comments of known audience members. This concert feedback has been discussed in rehearsals and board meetings and supports the idea that the musical experience we provide has a positive impact on our audiences.

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

The programming for the concerts have been carefully considered so that concerts are interesting and educational to the audience. Often, each concert has a mix of contemporary and classical pieces to achieve this goal.

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

The primary objective of funding the orchestra is to build community. This refers to the community of musicians and also to the community of the audience. The community of the audience gathering around music extends to anyone who wishes to be a part of it. The low price of tickets ($8, with children under ten free), emphasizes the wish to remain accessible to the general public.

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

The Symphony has several social media accounts that anyone can follow:

https://www.facebook.com/murraysymphony/

https://www.instagram.com/murray_symphony/

https://www.tiktok.com/@murray_symphony

https://www.youtube.com/@murraysymphony1824

We have an updated website that informs about upcoming concerts:

https://www.murraysymphony.org/

We post each concert on Now Playing Utah:

https://www.nowplayingutah.com/

The summer concert is part of the Murray City Arts in the Parks program:

https://www.murray.utah.gov/1655/Evening-Series

We send out information for our concerts via Mailchimp two weeks before each event.

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

While anyone is welcome to attend the Murray Symphony concerts, participation in the symphony is limited to current members. On the website there is a way to submit contact information for future musician needs. As musicians are needed, the vice-president contacts musicians who have submitted their information and invites them to join a specific concert.

PROGRAM OVERSIGHT

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

We apply yearly for a $5,000 ZAP grant. Tickets sales from concerts are usually $4,000. Generous donations account for about $2,000.

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

The symphony is run and managed mostly with volunteer hours. The treasurer sets up yearly budget options, based on past years' expenditures and goals for the upcoming season. The budget is then discussed, selected, and approved by the board. The monthly board meetings are easily accessible as they are held after rehearsal in the same room. Any member of the symphony is welcome to attend meetings to observe and/or contribute to board discussions. Large purchases within the budget need approval from the board.

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

For the ZAP grant we are required to explicitly outline how we plan to spend ZAP funds. With the yearly budget we create, it is easy to see how funds are needed each year. If we receive the Murray City grant this year, we will allocate those funds for artist fees, marketing/advertising, ticket taking, and our website and email services.

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

Teton Music gives us reduced rates on music as a corporate sponsor.

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

Most of the work for the symphony is performed by volunteers. There are around 65 people in the symphony (which includes the members of the board). It has been calculated that about 5,815 volunteer hours are spent to present five concerts. The breakdown is as follows: musician volunteer hours (65 people x 40 rehearsals x 2 hours), board member hours (7 board members x 40 hours per season), associate conductors' planning hours (10 hours x 5 concerts), library hours (1 person x 50 hours), set up and take down for rehearsals and concerts (10 people x 40 rehearsals x .5 hours), and the season planning committee (7 people x 5 hours).

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

Not applicable

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

The Murray Symphony was established in 1975, meaning that the group has provided concerts for the Murray community as a volunteer organization for almost fifty years. While members, boards, and directors have changed throughout the years, the Murray Symphony consistently provides five concerts each year.

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

Our mission:

“Murray Symphony exists to provide orchestral performances for the local community to enhance the welfare of the citizens of Salt Lake County and surrounding areas; to provide the community musical education related to orchestral performance; and to provide musicians of Salt Lake County and surrounding areas the opportunity to learn and perform a variety of musical works as an orchestra.”

Because the funds will help with our basic operating expenses, it will directly help with achieving our goals noted in our mission statement. We are increasing our marketing/advertising budget so that our program can benefit more people.

21. Please provide a powerpoint 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.

Amanda Brown April 26, 2024

APPLICANT SIGNATURE DATE

Murray Symphony – Tax Exemption Information

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248560116
Sep. 21, 2009 LTR 4168C E0
94-2851587 000000 00
00024719
BODC: TE

MURRAY SYMPHONY ORCHESTRA
PO BOX 571213
MURRAY UT 84157-1213

015477

Employer Identification Number: 94-2851587
Person to Contact: Ms. Harper
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Sep. 10, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in December 1985, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

BYLAWS OF MURRAY SYMPHONY

(A Utah Nonprofit Corporation)

ARTICLE 1. DEFINITIONS

"Board of Directors" means the governing body of the Corporation, whose duties, responsibilities and manner and method of election are stated in Article VI.

"Corporation" means the Murray Symphony.

"Board member" means a person elected as a member of the Board of Directors of the Corporation under Article VI. A Board member shall have the duties specified in Article VI.

"Member" means a natural person over the age of 18 years who qualifies, consents to being, and is admitted as, a member of the Corporation, and who regularly participates in the Murray Symphony rehearsals, preparations and scheduled performances during any performance season.

"Officer" means a member of the Board of Directors elected to a specific office by the Members under Article VI.

ARTICLE 2. OFFICES AND REGISTERED AGENT

SECTION 2.1 PRINCIPAL OFFICE

The principal office of the Corporation shall be designated by the Board of Directors and is now designated as 296 E. Murray Park Ave., Murray, UT with a mailing address of P.O. Box 571213, Murray, UT 84157-1213. The Corporation may change its principal office upon notice to the Members.

SECTION 2.2 CHANGE OF ADDRESS

The designation of the Corporation's principal office may be changed from time to time by the Board of Directors, upon notice to the Members.

SECTION 2.3 PURPOSE

The purpose of the Corporation is to: (1) provide community symphonic performances; (2) educate the public in musical appreciation; (3) provide a venue to enable participants to develop collective and individual musical skills and abilities for enhancement of the community.

SECTION 2.4 DURATION

The duration of the Corporation shall be perpetual, but may be dissolved at any time upon a vote of 75% of all members.

SECTION 2.5 REGISTERED AGENT AND OFFICE

The Board of Directors shall appoint a registered agent with a registered office. The current registered agent and registered office, until changed by the Board, is Jennifer Waters, 1377 E. Jean Circle, Draper, UT, 84020

ARTICLE 3. THE CORPORATION

SECTION 3.1 IRC SECTION 501(c)(3) PURPOSES

The Corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES

The Corporation is a nonprofit corporation formed for the specific objectives and purposes stated in Section 2.3, above, and such other purposes as may be permitted under the laws of the State of Utah, consistent with Section 501(c)(3) of the Internal Revenue Service Code.

ARTICLE 4. MEMBERS

SECTION 4.1 QUALIFICATIONS

Any person who is a Member of the Murray Symphony as of the date of these Bylaws is and shall remain a Member of the Corporation, subject to compliance with the Bylaws and Murray Symphony Policies and Procedures Manual (“Policies and Procedures"). All future Members must meet the qualification of applying to be, and accepted as, a Member of the Corporation, and perform regularly in the Murray Symphony, all pursuant to Section 2 of the Corporation's Policies and Procedures Manual.

SECTION 4.2 VOTING

Each Member shall be entitled to one vote on each matter submitted to a vote of the Members. The Members shall annually elect four (4) members of the Board of Directors if the position is open. The only additional rights of Members shall be those set forth in these Bylaws. All voting must take place in person at the time and location appointed for the vote.

SECTION 4.3 MEMBERSHIP RECORD

The Corporation shall maintain the name, address and contact information for each person who is a Member of the Corporation, both electronically and on paper if needed.

SECTION 4.4 RESIGNATION

A Member may resign by filing a written or electronic resignation with a member of the Board of Directors or the Music Director. However, a resignation shall not relieve the Member of

any obligation to the Corporation which remains unpaid as of the date of resignation.

SECTION 4.5 MEMBERSHIP NON-TRANSFERABLE

Membership in the Corporation is not transferable or assignable.

SECTION 4.6 MEMBER OBLIGATIONS

Each Member shall comply with the Corporation's Policies and Procedures Manual. Each Member shall receive a Policies and Procedures Manual electronically.

SECTION 4.7 REMOVAL

Any Member of the Corporation may have his or her membership revoked pursuant to the terms and conditions set forth in the Corporation's Policies and Procedures Manual or the Bylaws. Any Member who is removed shall not reapply for membership until one year after the date of removal.

ARTICLE 5. MEMBER MEETINGS

SECTION 5.1 ANNUAL MEETING

An annual meeting of the Members shall be held after the Spring concert and prior to the June (summer) concert for the purpose of electing members of the Board of Directors. The date of the annual meeting will be determined by the Board of Directors which shall notify each Member pursuant to Section 5.4 of these Bylaws.

SECTION 5.2 SPECIAL MEETINGS

A special meeting of the Members may be called by the Board of Directors, by the President of the Board, or by ten percent (10%) of the Members.

SECTION 5.3 PLACE OF MEETING

The Board of Directors shall designate the place of the meeting for any annual meeting or for any special meeting. If no designation is made or if a special meeting is otherwise called, the place of the meeting shall be the principal office of the Corporation in the State of Utah.

SECTION 5.4 NOTICE OF MEETINGS

Notice of meetings shall be in writing, stating the place, day and hour of any meeting of Members which shall be sent to each Member entitled to vote at such meeting, or delivered by such means best calculated to insure timely and accurate delivery, including electronic communication, not less than ten (10) days nor more than twenty (20) days, prior to the date of such meeting, consistent with the list of Members maintained by the Corporation. In the case of a special meeting or when required by statute or by these Bylaws, the purpose of such meeting shall

be stated in the notice.

SECTION 5.5 INFORMATION ACTION BY MEMBERS

Any action required by law or allowed to be taken under these Bylaws, at a meeting of the Members, may be taken without a meeting if a consent in writing, setting out the action so taken, is signed by at least seventy five percent (75%) of the Members entitled to vote with respect to the subject matter of the action.

SECTION 5.6 QUORUM

The Members holding fifty one percent (51%) of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of the Members, a majority of the Members present may adjourn the meeting without further notice.

SECTION 5.7 PROXIES

No Member shall be entitled to vote by proxy at any meeting of Members held for any purpose.

SECTION 5.8 MAJORITY VOTE AT MEETINGS

In the event a quorum is present, any matter allowed for vote by Members, except election or removal of members of the Board of Directors, or any matter otherwise specifically indicated in the Bylaws requiring a greater number of votes, may be decided by a simple majority vote.

ARTICLE 6. BOARD OF DIRECTORS

SECTION 6.1 NUMBER OF BOARD MEMBERS

The Board of Directors of the Corporation shall consist of seven (7) persons. The number of persons on the Board of Directors of the Corporation may vary between a minimum of four (4) and a maximum of seven (7), the exact number to be fixed from time to time by resolution of the Board of Directors. No decrease in the number of persons on the Board of Directors shall have the effect of shortening the term of any incumbent person. The number of persons on the Board of Directors of the Corporation may be changed by unanimous approval of the Board of Directors. The President, Vice President, Secretary, and Music Director must also be Members of the Corporation.

SECTION 6.2 POWERS

Subject to the provisions of the Utah Revised Nonprofit Corporation Act (ACT) and any limitations in the Articles of Incorporation and these Bylaws, the activities and affairs of this Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors.

SECTION 6.3 DUTIES

It shall be the duty of the Board of Directors to:

(a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;

(b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation;

(c) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;

(d) Meet at such times and places as required by these Bylaws;

(e) Register their addresses with the Corporation for notices of meetings given in accordance with Section 5.4;

(f) Establish, charter, and disband committees as appropriate to conduct the work of the Corporation;

(g) Consider for approval or rejection of the Corporation's annual budget. If the annual budget is not approved at the start of each fiscal year, the Corporation shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved;

(h) Take such actions required in the Corporation's Policies and Procedures Manual, which shall be approved and reviewed as needed by the Board;

(i) Make a yearly evaluation of the Corporation's fulfillment of its purposes;

(j) Such other duties as are customary for the Board of Directors of a nonprofit corporation organized under Section 501(c)(3) of the Internal Revenue Code.

SECTION 6.4 COMPOSITION OF BOARD

The Board of Directors shall be comprised of the following: four (4) Officers elected by the general membership (President, Vice President, Secretary, Treasurer), each for a two (2) year term which shall be staggered as desired or needed to allow for continuity; the Music Director, who shall serve an indefinite term until his or her resignation or removal by the Board of Directors pursuant to Article 7; and two (2) At-Large Members appointed annually by the Board of Directors at any meeting held by the Board of Directors.

SECTION 6.5 ELECTION OF OFFICERS

Four (4) members of the Board of Directors shall be elected by popular vote of the Members at the annual Corporation meeting and shall serve as Officers of the Board. All Officers of the Corporation shall be voting Members of the Board of Directors. The four (4) elected members shall serve a two (2) year term or until their successors are elected or an Officer is removed or resigns, pursuant to the terms of these Bylaws.

At any meeting held by the Board of Directions, the Board, by a majority vote, shall appoint two (2) At-Large Members from the general membership of the Corporation, who shall consent to the appointment prior to taking office. The appointed At-Large Members shall serve for one (1) full year or until they are removed or resign, pursuant to the Bylaws.

The Music Director shall serve an indefinite term on the Board of Directors until such time as the Music Director resigns or is removed by action of the Board of Directors as provided in these Bylaws.

SECTION 6.6 ELECTION OF OFFICERS OF THE BOARD OF DIRECTORS

When electing Officers to serve on the Board of Directors, the Members shall elect each member to an office on the Board of Directors. Nominations to each office shall be received by the Board of Directors and closed ten (10) days prior to the vote. The following are the offices to which a member of the Board of Directors may be elected: president, vice-president, secretary and treasurer. The duty of each office is as follows:

SECTION 6.6.1 DUTIES OF PRESIDENT

The President shall be the chief executive officer and the Chairman of the Board of Directors of the Corporation. The President, acting in the capacity of the President, shall supervise and control the affairs of the Corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors, including presiding as chairperson at all meetings of the Members.

Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, the President shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

The President shall supervise the writing of grants. The President will prepare meeting agendas and ensure that all relevant topics related to the operations of the orchestra are addressed at meetings.

The President can sign Payment Authorization Forms permitting checks to be written and will sign checks authorizing disbursement of funds.

SECTION 6.6.2 DUTIES OF VICE PRESIDENT

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President.

The Vice President is the officer in charge of personnel issues, including distributing informational materials to new Members and maintaining a waiting list of players for sections of the orchestra that are full. The Vice President will enter all Members' email and contact information into a database and check the orchestra's general e-mail account regularly. The Vice President sends

e-mails as requested by the President and Music Director to all Members and the community, as needed.

The Vice President can sign Payment Authorization Forms permitting checks to be written and will sign checks authorizing disbursement of funds.

The Vice President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

SECTION 6.6.3 DUTIES OF SECRETARY

The secretary shall:

Certify and keep a copy of these Bylaws as amended or otherwise altered to date and all records of the Corporation.

Keep a copy of all records at the principal office of the Corporation or at such other place as the Board may determine, a book of minutes of all meetings of the Board of Directors, and, if applicable, meetings of committees of the Board of Directors and of Members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots and proxies.

See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. Advise the Members of all results of any election for the Board of Directors.

Exhibit at all reasonable times to any Member of the Corporation, or to the Member's agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the Members of the Corporation.

The Secretary can sign official checks and documents as needed and assigned by the President or Vice President.

In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 6.6.4 DUTIES OF TREASURER

The Treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

Receive, and give receipt for, monies due and payable to the Corporation from any source

whatsoever.

Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements, in an amount not to exceed $500, unless otherwise specifically approved by the Board of Directors, provided the disbursements are consistent with the Corporations budget.

Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

Prepare an annual budget proposal for submission to the Board of Directors, and appropriate amendment. Prepare quarterly budget reports, or as requested by the Board of Directors.

Exhibit at all reasonable times the books of account and financial records to any Board of Director members of the Corporation, or to his or her agent or attorney, on request therefore.

Render to the President and Board of Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.

In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

Ensure that taxes are filed in a timely manner, that appropriate documentation is available and, where necessary, submitted to maintain the Corporation's exempt status under Section 501(c)(3) of the Internal Revenue Service Code.

SECTION 6.7 COMPENSATION

The Board of Directors shall serve without compensation, except for the Music Director who shall receive compensation pursuant to Section 7.4.

Nothing herein contained shall be construed to preclude any Board of Director from serving the Corporation in any other capacity as an agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a majority of disinterested members of the Board of Directors. As used herein, the term “disinterested members” shall mean Board of Directors members not seeking compensation for such services.

SECTION 6.8 PLACE OF MEETINGS

Board of Directors' meetings shall be held at places and times as may be agreed to by a majority of the Board of Directors. Meetings may be held in person or by any combination of audio, document or videoconferencing techniques or any other means permitted under the ACT as may, from time to time, be amended.

SECTION 6.9 BOARD MEETINGS

Meetings for the Board of Directors shall be held as often as deemed necessary by the Board to conduct the essential business required to serve the Corporation. Meetings must be held at least twice a year.

SECTION 6.10 SPECIAL MEETINGS

Special Meetings of the Board of Directors may be called by any two (2) Board members.

SECTION 6.11 NOTICE OF MEETINGS

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the Board of Directors:

(a) Annual Meetings. The President shall give at least twenty (20) days' prior notice to each Board member.

(b) Special Meetings. The President shall give at least forty-eight (48) hours prior notice to each Board member.

The primary means for the provision of notice shall be electronic mail to the Board of Directors at the electronic mail address as it appears on the records of the Corporation. Personal notification may also include notification by telephone or other electronic means.

SECTION 6.12 QUORUM FOR MEETINGS

A quorum shall consist of seventy five percent (75%) of the members of the Board of Directors.

In the absence of a continued quorum at any meeting of the Board of Directors already in progress, a majority of the Board of Directors present may adjourn the meeting.

SECTION 6.12 BOARD ACTION

Unless the Articles of Incorporation, these Bylaws, or provisions of law require a greater voting percentage or different rules for approval of a matter by the Board, every act or decision done or made by a majority of the Board of Directors who vote (abstentions being a refusal to vote) on a matter at a meeting duly held at which a quorum is present is the act of the Board of Directors; provided, however, that no act or decision may be made by less than one-half (1/2) of the total number of Board members entitled to vote on a matter.

SECTION 6.12 CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the President of the Board, or in his or her absence, by the Vice President of the Board. The Secretary of the Board shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with the Articles of

Incorporation, these Bylaws, or with provisions of law. Where practical, Robert's Rules of Order shall be used as a guide in the conduct of meetings.

Board members may participate in a regular or special meeting through use of teleconference, videoconference, or similar communications, so long as all people participating in such meeting can hear one another during the proceedings. Participation in a meeting pursuant to this Section 6.14 constitutes presence in person at such meeting.

SECTION 6.12 VACANCIES, RESIGNATIONS

Vacancies on the Board of Directors shall exist, (1) whenever the number of authorized Board members is increased; (2) whenever a member of the Board resigns; (3) whenever a Board member is removed by action of the Board of Directors.

Any Board member may resign effective upon giving written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No Board member may resign if the Corporation would then be left without a duly elected replacement in charge of his or her affairs.

Board members may be removed from office, with or without cause, as permitted by and in accordance with the ACT. Removal of a Board member without cause shall require a unanimous vote of the entire Board of Directors except for the Board member being considered for removal.

SECTION 6.16 NON-LIABILITY OF THE BOARD OF DIRECTORS

To the extent permissible under the ACT, Board members shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

SECTION 6.17 INDEMNIFICATION BY THE CORPORATION OF BOARD MEMBERS AND OFFICERS

To the fullest extent not prohibited by the Utah Revised Nonprofit Corporation Act, as it exists on the date hereof or is hereafter amended, the Corporation:

Shall indemnify any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Corporation), by reason of the fact that the person is or was a Director of the Corporation and acting on behalf of the Corporation; and

This Section 6.17 shall not be deemed exclusive of any other provisions or insurance for the indemnification of Board members, Officers, employees, or agents that may be included in any statute, bylaw, agreement, resolution of Members or Board members or otherwise, both as to action in any official capacity and action in any other capacity while holding office, or while an employee or agent of the Corporation.

SECTION 6.18 INSURANCE FOR CORPORATION AGENTS

Except as may be otherwise provided under provisions of law, the Board of Directors, in its sole discretion, may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any particular agent of the Corporation (including a Board member, Officer, employee or other agent of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law.

SECTION 6.19 BOARD ACTION WITHOUT A MEETING

Any action that the Board of Directors is required or permitted to take may be taken without a meeting if seventy five percent (75%) of all members of the Board consent in writing to that action. Such action by signed consent shall have the same force and effect as any other validly approved action of the Board. All consents shall be filed with the minutes of the proceedings of the Board.

ARTICLE 7. MUSIC DIRECTOR (ALSO KNOWN AS ARTISTIC DIRECTOR)

SECTION 7.1 ELECTION

The Music Director (Also known as the Artistic Director) of the Corporation shall be elected by popular vote of the Members of the Corporation. A Music Director candidate must possess a professional music background, must have symphonic conducting experience, and must have formal background and training in conducting. The Board of Directors will establish an application process for any interested individuals who will then be nominated as candidates for Music Director. After nominations are made and closed, the candidates must have an interview with the Board of Directors and must be given sufficient opportunity to conduct in both rehearsal and formal concert settings before votes are taken by the Members. A special meeting shall be called to vote, and the candidate with the greatest number of votes from the Members shall be elected as the new Music Director.

SECTION 7.2 TERM

The term of the Music Director is an indefinite term, until the Music Director resigns, retires, or is removed by vote of two thirds (2/3) of the Members attending a special meeting at which a quorum is present and is called for the purpose of removing the Music Director. The Music Director should give at least three (3) concerts' notice to the Board of Directors before his or her retirement or resignation takes effect.

SECTION 7.3 MUSIC DIRECTOR EMERITUS

After retiring and upon invitation of the Board of Directors, the Music Director may choose to retain the role of Music Director Emeritus. The Music Director Emeritus may conduct one or more pieces in rehearsal and concert settings based on mutual agreement with the current Music Director and Board of Directors.

SECTION 7.4 DUTIES

The Music Director is responsible for the musical and artistic direction of the Murray Symphony and, in all respects, shall plan and organize the musical presentations for each scheduled presentation during the season. Additionally, the Music Director shall review applications for membership, schedule auditions pursuant to the terms and conditions of the Policies and Procedures Manual, and take such actions with respect to the artistic development as the Music Director deems appropriate. The Music Director shall serve on the Board of Directors.

The Music Director will be the primary conductor on a regular basis for concerts and rehearsals. He/she ensures that season planning is completed in the spring prior to the beginning of the following season in the fall with the help of the Music Selection Committee. The Music Director ensures that Members have a way to express and implement their musical interests during the season's programming while encouraging them to stretch themselves and embrace more challenging material. The Music Director participates in Board of Directors decisions on funding and other issues related to the management of the Corporation, including budget approval and other administrative issues. The Music Director coordinates with the Murray Arts Advisory Board regarding Murray City's needs for symphony programming, scheduling, and educational outreach. The Music Director may give approval for Payment Authorization Forms and checks authorizing disbursement of funds.

SECTION 7.5 ASSOCIATE/ASSISTANT MUSIC DIRECTORS

The Corporation must also include an Associate Music Director position. It may also include (but is not required to have) an Assistant Music Director. Any candidate for the position of Associate or Assistant Music Directors shall have the same qualifications as a Music Director candidate: a professional music background, symphonic conducting experience, and a formal background and training in conducting.

SECTION 7.6 DUTIES OF THE ASSOCIATE/ASSISTANT MUSIC DIRECTORS

The Associate or Assistant Music Directors shall regularly conduct one or more pieces in rehearsals and concerts in tandem with the Music Director, but will not conduct together in the same concert unless the Music Director has requested it or is unavailable. The Associate or Assistant Music Directors and shall be able and willing to substitute for each other and the Music Director in case of accident, illness, or unavailability. The Associate or Assistant Music Directors shall serve as non-voting members on the Board of Directors.

SECTION 7.7 SELECTION OF THE ASSOCIATE/ASSISTANT MUSIC DIRECTORS

Should the position of Associate or Assistant Music Directors be open upon election of a new Music Director, the Board of Directors may offer the open position to the candidate with the next greatest number of votes from the Members.

Should the Associate or Assistant Music Director(s) need to be replaced and a new Music Director election process has not recently occurred, the Music Director may recommend a candidate to the Board of Directors. After trial rehearsals and a trial concert with the candidate,

and ascertaining the opinions of the Members, the Board of Directors will ratify the appointment of the new Associate or Assistant Music Directors with a three-fourths (75%) vote.

SECTION 7.8 MUSIC DIRECTOR EVALUATIONS

Every three (3) years, a formal evaluation of the Music Director and Associate or Assistant Music Directors shall take place. The Board of Directors shall establish a list of criteria by which to evaluate each Music Director, including but not limited to: efficiency of rehearsal, rapport with the Members, personal preparation of the music, and participation on the Board of Directors. This shall be evaluated by each Member in the form of a survey conducted and compiled by the Board of Directors.

The Board of Directors shall provide each individual Music Director with the compiled results of his/her evaluation. An action plan to address any areas of deficiency shall be agreed upon by each individual Music Director and the Board of Directors. Should areas of deficiency not be improved within one (1) year from the date of agreement upon an action plan, the Board of Directors may choose to initiate a removal process as described in Section 7.2.

SECTION 7.9 COMPENSATION

The Music Director and Associate or Assistant Music Directors may receive an annual stipend as determined by the Board of Directors.

SECTION 7.10 ABSENCE OF MUSIC DIRECTOR

In the event that the Music Director is incapacitated, is removed, or resigns, resulting in a significant period of time with no Music Director, the Board of Directors and Associate Director shall together take on the responsibilities of the Music Director. By mutual agreement between the Board of Directors, an Associate Director may take on the role of Acting Music Director.

SECTION 7.11 ACTING MUSIC DIRECTOR

The Acting Music Director shall take on all duties of the Music Director until such time as the existing Music Director becomes capable of fulfilling his/her duties or a new Music Director is found. At that time, the Acting Music Director shall relinquish the duties of Music Director and return to the duties of Associate Music Director unless the Acting Music Director has been elected to the Music Director position.

ARTICLE 8. EXECUTION OF INSTRUMENTS, DEPOSITS, AND FUNDS

SECTION 8.1 EXECUTION OF INSTRUMENTS

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the Corporation 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. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 8.2 CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the President, Vice President, Secretary, Treasurer, or Music Director. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness shall require the signatures of two (2) or more of the above-listed officers.

SECTION 8.3 DEPOSITS

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE 9. CORPORATE RECORDS AND REPORTS

SECTION 9.1 MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep in a safe electronic vault, password-protected (also known as "Cloud");

(a) Minutes of all meetings of the Board of Directors, all meetings of committees of the Board of Directors, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof including all proxies;

(b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;

(c) A record of its Board of Directors and Officers, if any, indicating their names and addresses and, if applicable, and the termination date of any Board member or Officer if such a date exists; and

(d) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Board of Directors at all reasonable times during office hours.

(e) All records required by the Utah Revised Non-Profit Corporation Act, and

(f) Name, address and contact information for each Member, which shall be updated as often as required to maintain a current record.

SECTION 9.2 INSPECTION RIGHTS

Subject to such confidentiality and nondisclosure requirements as the Board may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, every Member and Board member shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation and shall have such other rights to inspect the books, records and properties of this Corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

SECTION 9.3 RIGHT TO COPY AND MAKE EXTRACTS

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Article 9 may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

SECTION 9.4 PERIODIC REPORT

The Board shall cause any annual or periodic report required under the Act and as required by applicable federal law to be prepared and delivered within the time limits set by law.

ARTICLE 10. IRC 501*(*c)(3) TAX EXEMPTION PROVISIONS

SECTION 10.1 LIMITATION ON ACTIVITIES

Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any activities not permitted to be carried on by a Corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code (the "Code").

SECTION 10.2 PROHIBITION AGAINST PRIVATE INUREMENT

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Board members or Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation.

SECTION 10.3 DISTRIBUTION OF ASSETS

In the event of liquidation, dissolution, termination, or winding up of the Corporation (whether voluntary, involuntary, or by operation of law), the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, transfer all of the property and assets of the Corporation to one or more “Qualified Organizations," as defined below, as the Board of Directors shall determine. For purposes of this Section 8.3 “Qualified Organization” shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements for exemption provided by the ACT, as shall at the time qualify either (i) as exempt from Federal income tax under Section 501(a)

of the Code by reason of being an organization described in Section 501(c)(3) of the Code, or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

ARTICLE 11. AMENDMENT OF BYLAWS

Except where otherwise provided for in individual sections herein, these Bylaws, or any of them, and Articles of Incorporation, may be altered, amended, or repealed and new Bylaws adopted by approval of two-thirds *(*2/3) of the members of the Board of Directors of the Corporation, so long as the Amendment does not adversely affect the non-profit status of the Corporation under federal or state law.

ARTICLE 12. CONSTRUCTION AND TERMS

If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation of the Corporation, the provisions of the Articles of Incorporation shall govern.

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holdings.

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation of the Corporation filed with the Utah Division of Corporations and Commercial Code and used to establish the legal existence of the Corporation.

All references in these Bylaws to a section or sections of the Code shall be to such sections of the Internal Revenue Code of 1986, as amended from time to time, or to corresponding provisions of any future federal tax code.

ARTICLE 13. FISCAL YEAR AND AUDIT

SECTION 13.1 FISCAL YEAR

The Corporation’s fiscal year commences August 1 and ends July 31.

SECTION 13.2 AUDIT

After the close of each fiscal year, the Board of Directors shall cause an unaudited compilation of the Corporation's profit and loss and assets to be made.

ARTICLE 14. DUTY OF CONFIDENTIALITY

SECTION 14.1 DUTY OF CONFIDENTIALITY

The Board of Directors shall maintain in confidence all information relating to the Corporation and all information in the possession or control of the Corporation that is reasonably identified as confidential in the Corporation's records or that the Board of Directors know or

reasonably should know requires confidentiality in the Corporation's best interest, and they shall copy and use this information only with the advance written approval of the Board of Directors. However, the Board of Directors may copy, use and disclose the Corporation confidential information to the extent that the Board of Directors determine that doing so is in the best interest of the Corporation.

SECTION 14.2 BINDING EFFECT OF THIS SECTION; TERMINATION OF BINDING EFFECT

This Section 14 shall bind each Board of Director with respect to all the Corporation's confidential information while the person is a member of the Board and after their dissociation from the Corporation until the information becomes publicly known through no fault of that person.

SECTION 14.3 ASSIGNMENT OF INTELLECTUAL PROPERTY

All intellectual property and patent applications developed by the Board of Directors and employees of the Corporation shall belong and be assigned to the Corporation; provided, however, that in order to be considered intellectual property for purposes of this section 14.3, a substantial portion of the development of such intellectual property must have been funded by the Corporation, and conceived, developed, and reduced to practice or created by the Board member's office or employee which relates to the Corporation's business.

ARTICLE 15. DONATIONS

SECTION 15.1 DEPOSIT AND USE OF DONATIONS

Unless otherwise provided by the donor, all donations received by the Corporation shall be deposited and held in the accounts of the Corporation and may be used and disbursed consistent with the approved annual budget for carrying out the purposes of the Corporation consistent with the Bylaws and Policies and Procedures Manual, to promote, sponsor and carry out cultural, educational and musical activities.

SECTION 15.2 RESTRICTED GIFTS

Gifts with restriction are subject to acceptance by the Board of Directors.

ARTICLE 16. CONFLICT OF INTEREST

SECTION 16.1 CONFLICT OF INTEREST

In the event that any Board member has a conflict of interest that might limit their fair and impartial participation in deliberations by the Board of Directors or decisions, such Board member shall inform the Board of Directors as to the circumstances of such conflict. If those circumstances require the recusal of an effected Board member, the Board of Directors may nonetheless request from the person any appropriate non-confidential information which might assist the Board of Directors to be informed in its decisions. "Conflict of Interest", as referred to herein, shall include but shall not be limited to any transaction by or with the Corporation which a Board member has a direct or indirect personal interest, or any transaction in which a member of the Board of Directors is unable to exercise impartial judgment or otherwise act in the best interest of the Corporation.

SECTION 16.2 VOTE

No Board member shall cast a vote nor take part in the final deliberation in any matter in which he or she, or members of his or her immediate family or any organization to which such Board member has allegiance, has a personal interest which may be viewed as competing with the interests of the Corporation. Any Board member who believes that he or she may have such a conflict of interest shall notify the Board of Directors prior to deliberation on the matter in question, and the Board of Directors shall make the final determination as to whether any individual Board member has a conflict of interest in any matter. The minutes of the Board of Directors meeting shall reflect the disclosure of any conflict of interest and the recusal of any interested Board member.

DATED this _____day of August, 2023.

BOARD MEMBERS:

Chad Davis, President

Leanne McKenney, Vice President

Bonnie Leman, Secretary

Jennifer Waters, Treasurer

Michelle Willis, Music Director

Mike Packham, At Large Board Member

Jairo Velazquez, At Large Board Member

RECEIVED
APR 18 2013
Utah Div. of Corp. & Comm. Code

AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR MURRAY SYMPHONY ORCHESTRA, A UTAH NON-PROFIT CORPORATION

The undersigned president of the Murray Symphony Orchestra, a Utah non-profit corporation, herewith files the Amended and Restated Articles of Incorporation pursuant to authorization and affirmative vote of the members, consistent with the requirement of the Utah Revised Non-Profit Corporation Act.

The Amended and Restated Articles of Incorporation were approved by member vote with a sufficient and required number of members casting vote in favor of the Amended and Restated Articles of Incorporation as required under Sections 16-6a-714 and 1003, and 1005 Utah Code Ann.

The date of the members adoption was the 20th day of February, 2013, after appropriate notice has been provided pursuant to Section 16-6a-704 Utah Code Ann. to each member entitled to vote on the restatement, which was accompanied by a copy of the Amended and Restated Articles of Incorporation.

ARTICLE I

NAME

The name of the Utah non-profit corporation is Murray Symphony.

ARTICLE II

PURPOSE

The purpose for which the corporation is organized is to provide orchestral performances for the local community to enhance the welfare of the citizens of Salt Lake County and surrounding areas; to provide the community musical education related to orchestral performance; and to provide musicians of Salt Lake County and surrounding areas the opportunity to learn and perform a variety of musical works as an orchestra. All purposes shall be consistent with Section 501(c)(3) of the Internal Revenue Service Code.

ARTICLE III

REGISTERED AGENT

The registered office is located at 426 South 500 East, Salt Lake City, UT 84102 and the name of the registered agent is E. Paul Wood, who is an attorney licensed to practice law in the state of Utah.

04-18-13P02:46 RCVD
Date: 04/18/2013
Receipt Number: 5165348
Amount Paid: $17.00

ARTICLE IV

VOTING MEMBERS

Murray Symphony shall have voting members whose voting rights are set forth in the Murray Symphony By-Laws.

DISTRIBUTION OF ASSETS UPON DISSOLUTION

In the event of liquidation, dissolution, termination or winding up of the Murray Symphony (whether voluntary, involuntary, or by operation of law), the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the Murray Symphony, transfer all of the property, and assets of the Murray Symphony to one or more "Qualified Organizations", as defined below, as the Board of Directors shall determine. For purposes of this Article, "Qualified Organization" shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting requirements for exemption provided by the Internal Revenue Service Code, as shall at the time qualify either (i) as exempt from Federal income tax under Section 501(a) of the Internal Revenue Service Code ("Code") by reason of being an organization described in Section 501(c)(3) of the Code or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

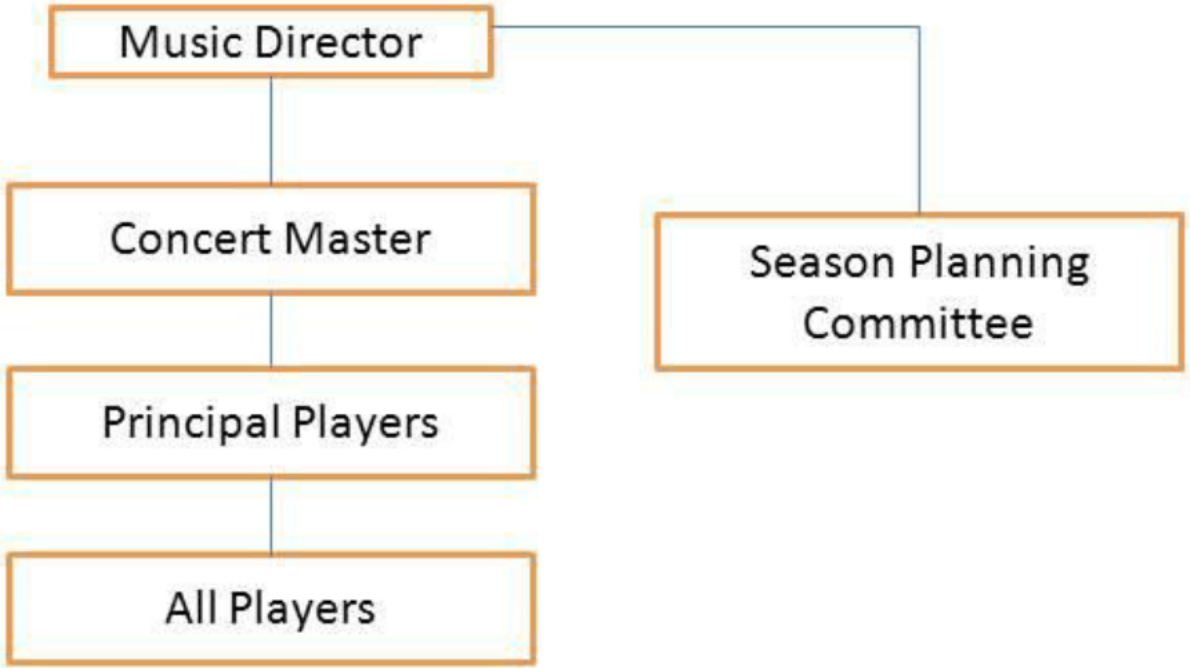
DATED this 26 day of February, 2013.

Kenneth Andersen, President

Murray Symphony Orchestra

Organization Flow Chart

Musical and Artistic Responsibilities



Music Director

-In charge of all musical and artistic aspects of the symphony
-Conducts the symphony
-May assign a Season Planning Committee, symphony positions, and/or assistant/substitute conductors
-Tells the Board if they will be unable to attend an event due to illness, absence, etc.
-Voting member of the Board

Board Vice President

-Over all symphony personnel

Concert Master

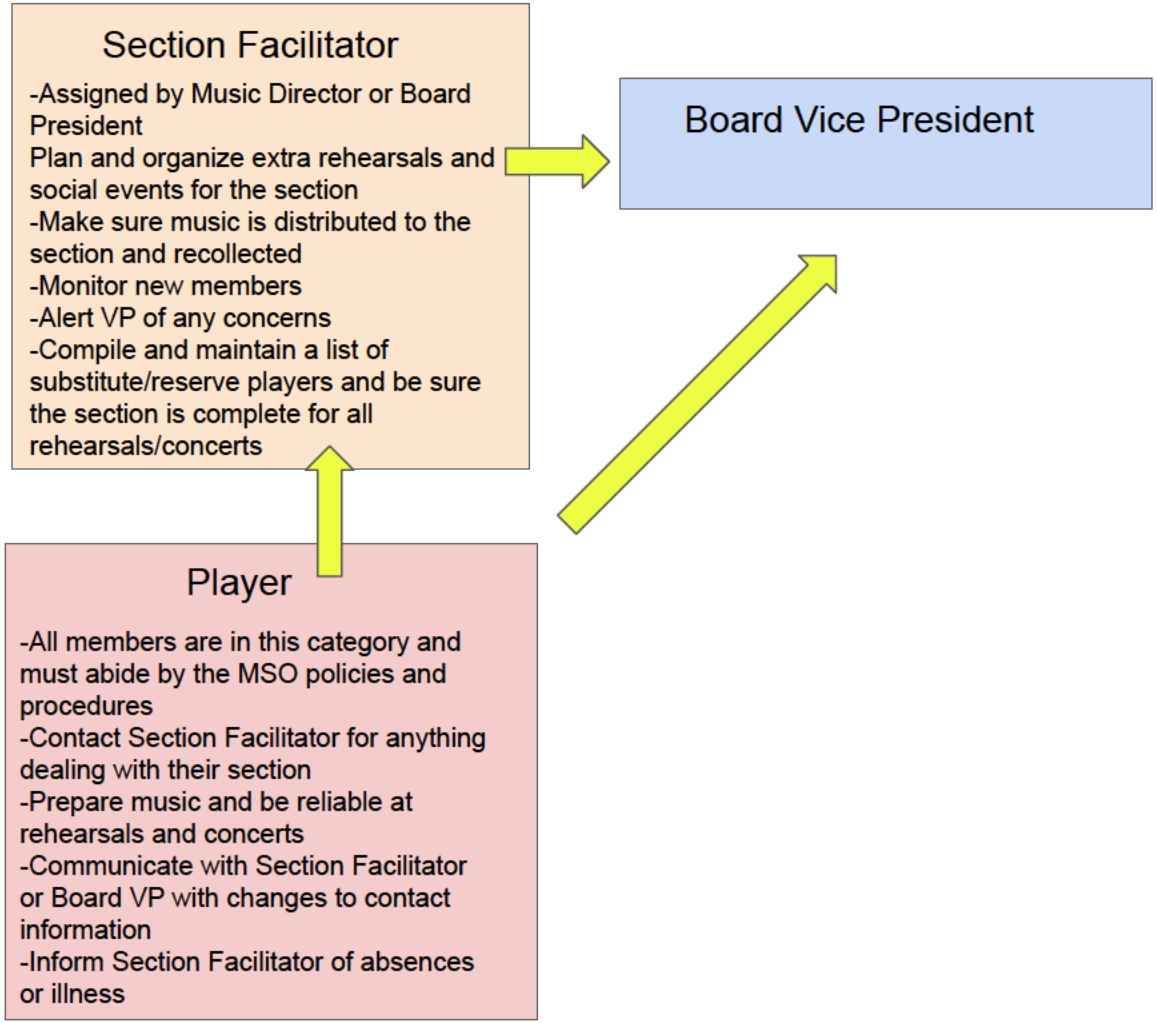
-Assigned by Music Director or Board President
-Leader of the 1st violins and the Principal Players
-Assistant to the Music Director
-In charge of bowings, phrasing and other musical aspects as determined by the conductor
-Makes sure rehearsal starts on time with tuning and warm-up exercises if needed

Principal Player

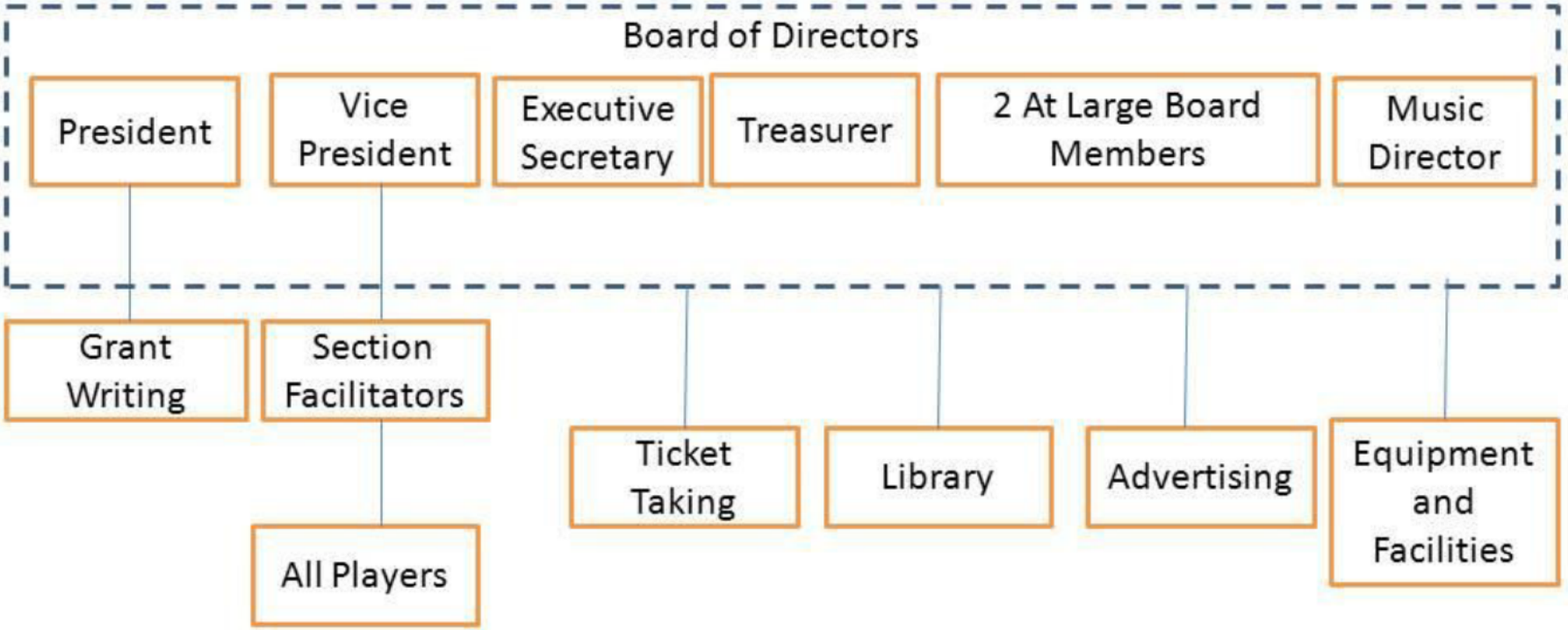
-Assigned by Music Director (may be auditioned if necessary)
-First chair and musical coordinator of their section
-Works with Concert Master on musical elements to be passed on to section
-Collaborate with Section Facilitator for extra events for the section
-Expected to be a leader and model professional behavior

Section Facilitator

-Assigned by Music Director or Board President
Plan and organize extra rehearsals and social events for the section
-Make sure music is distributed to the section and recollected
-Monitor new members
-Alert VP of any concerns
-Compile and maintain a list of substitute/reserve players and be sure the section is complete for all rehearsals/concerts


Section Facilitator
-Assigned by Music Director or Board President
Plan and organize extra rehearsals and social events for the section
-Make sure music is distributed to the section and recollected
-Monitor new members
-Alert VP of any concerns
-Compile and maintain a list of substitute/reserve players and be sure the section is complete for all rehearsals/concerts
Board Vice President
Player
-All members are in this category and must abide by the MSO policies and procedures
-Contact Section Facilitator for anything dealing with their section
-Prepare music and be reliable at rehearsals and concerts
-Communicate with Section Facilitator or Board VP with changes to contact information
-Inform Section Facilitator of absences or illness

Administrative Responsibilities



Board of Directors

(represent symphony members and vote in meetings on their behalf, handle purchasing and planning, and meet at least once a year)

MUSIC DIRECTOR

PRESIDENT

VICE PRESIDENT

SECRETARY

TREASURER

2 AT LARGE BOARD MEMBERS

Board President (2 year tenure)

-Obtain the season schedule from the Murray City Arts Advisory Board and provide to the Music Director as early in the previous season as possible

-Principal Executive Officer of the Corporation (contracts, oversee grants, coordinate venues)

-Keep an MSO Debit card

-Submit budget forms to the Grant Writer for accurate completion of applications each year

-Responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved

-Serve as Compliance Officer, advising the Board of Directors of all complaints and their resolution

-Immediately notify the Treasurer of any concerns or complaint regarding corporate accounting practices, internal controls, or auditing and work with the committee until the matter is resolved

-Notify any person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation

Board Vice President (2 year tenure)
-Back up to the President
-Over symphony personnel (maintain members' addresses, phone numbers, and e-mail addresses)
-Keep an MSO Debit card

Secretary (2 year tenure)
-Keep accurate records of personnel, meetings, contracts, grants, communications, and other documents
-Communicate with the symphony members and provide updates

Treasurer (2 year tenure)
-Maintain the symphony's funds
-Get signature authorization from 2 board members for any purchases
-Keep and maintain the checkbook, which only requires 1 signature
-Keep track of ZAP Grant funds and how they are spent (consistent with what they were requested for)

At Large Board Member (1 year tenure)
-Elected in by the Board of Directors

The Murray Symphony Orchestra					
Proposed Budget					
Fiscal Year Aug 1, 2023 - Jul 31, 2024					
Beginning Cash Balance					**23,580.60**
INCOME:					
	Grants: Murray		2,500.00		
	Grants: ZAP		5,000.00		
	Tickets at Concerts		3,500.00		
	Donations		2,000.00		
	Misc Income		800.00		
	Bank Interest		10.00		
TOTAL INCOME:					**13,810.00**
EXPENSES:					
	Program Expenses:				
		Artist Fees	1,000.00		
		Marketing/advertising	1,500.00		
		Program Printing	300.00		
		Stage Decor/Props	100.00		
		Trailer Travel	30.00		
		Ticket Taker	160.00		
					3,090.00
	Administrative Expenses:				
		Membership Fees	700.00		
		PO Box	230.00		
		Gifts for Service	500.00		
		Insurance	1,400.00		
		Office Supplies	100.00		
		Postage	20.00		
		Party / Food	1,000.00		
		Trailer registration	41.00		
		Repairs	50.00		
		Admin. Expenses	35.00		
		Website and Email svcs	1,000.00		
		Storage	1,500.00		
		Recording	500.00		
		Misc	300.00		
					7,376.00
	Inventory Expenses:				
		Instruments	1,500.00		
		Music	2,000.00		
		Accessories	300.00		
		Misc	40.00		
					3,840.00
	Intermittent purchases:				
		T-shirts	2,000.00		
		Photography	1,200.00		
		Tablet	500.00		
					3,700.00
TOTAL EXPENSES:					18,006.00
ENDING CASH BALANCE					19,384.60
P&L					**(4,196.00)**

The Murray Symphony Orchestra					
Proposed Budget					
Fiscal Year Aug 1, 2024 - Jul 31, 2025					
Beginning Cash Balance					**21,500.00**
INCOME:					
	Grants: Murray		2,500.00		
	Grants: ZAP		5,000.00		
	Tickets at Concerts		3,500.00		
	Donations		2,000.00		
	Misc Income		100.00		
	Bank Interest		10.00		
TOTAL INCOME:					**13,110.00**
EXPENSES:					
	Program Expenses:				
		Artist Fees	1,000.00		
		Marketing/advertising	1,500.00		
		Program Printing	300.00		
		Stage Decor/Props	100.00		
		Trailer Travel	30.00		
		Ticket Taker	160.00		
					3,090.00
	Administrative Expenses:				
		Membership Fees	700.00		
		PO Box	230.00		
		Gifts for Service	500.00		
		Insurance	1,400.00		
		Office Supplies	100.00		
		Postage	20.00		
		Party / Food	1,000.00		
		Trailer registration	41.00		
		Repairs	50.00		
		Admin. Expenses	35.00		
		Website and Email svcs	1,000.00		
		Storage	1,800.00		
		Recording/photography	1,000.00		
		Misc	300.00		
					8,176.00
	Inventory Expenses:				
		Instruments	1,500.00		
		Music	2,000.00		
		Accessories	300.00		
		Misc	40.00		
					3,840.00
	Intermittent purchases:				
		T-shirts	2,000.00		
					2,000.00
TOTAL EXPENSES:					17,106.00
ENDING CASH BALANCE					17,504.00
P&L					**(3,996.00)**

MURRAY
SYMPHONY

REGISTRATION AND MEMBERSHIP AGREEMENT
2023-2024 SEASON

This document has valuable information about membership requirements, attendance, performances, concert dress, ticketing, and others. Please keep a copy of this for your records, it lists the things we have found to make our group successful. We appreciate your compliance with these requests. The contact information you provide will be kept confidential and is used to keep you updated on important symphony information. **Most communications are done by email;** If you have not received any emails, please tell your section facilitator and email the secretary with the correct information. (Contact@murraysymphonny.org)

Rehearsal attendance requirements:

Because the Symphony does not typically require auditions or an obligatory membership fee, attendance is mandatory.

A minimum of 75% attendance is required at all rehearsals for each concert.

Rehearsal Expectations

- Please, no unnecessary talking during rehearsals. Let's use the time that we have to our advantage.
- If you need to miss a concert or a rehearsal **please email or text your Section Facilitator as soon as you can** (unless you have a personal emergency right at the time of rehearsal).
- Practice your music and be prepared for rehearsals and concerts.
- Please volunteer to help the orchestra when you are able.
- **Treat the sheet music with utmost respect**. After you, it is our most treasured asset. Do not lose your music or write on it beyond any necessary light pencil marks. You will be personally charged for lost parts. Please understand that sometimes extra parts are not available for replacement and an entire new set must be purchased to replace lost music. A set can cost anywhere from $80 to $800.
- Downbeat is promptly at 7:00 p.m. Please arrive a few minutes early and help set up your own section with chairs and stands before the start of each rehearsal.
- Please return your chairs and stands to storage after rehearsal. Please leave the band room in pristine condition. The same procedure applies for concerts.

Section Facilitators, Executive Board, and Staff

- Please become familiar with your Section Facilitator, Principal Player, and the Executive Board, and staff. If you have questions, please ask!
- **Murray Symphony General Address:** Murray Symphony, P.O. Box 571213, Murray UT 84157-1213
  E-mail: contact@murraysymphony.org Web: www.murraysymphony.org

Murray Symphony Membership Agreement

I have read and agree to the membership requirements and acknowledge that I will become familiar with Murray Symphony's Policies & Procedures Manual. By signing below, I also authorize Murray Symphony to use: (1) My picture, including photographic, motion picture, and electronic (video) images, and, (2) My musical performance (sound and/or voice), including sound and video recordings.

Name: _____ Date: _____

PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company
A Stock Company (Nonparticipating)

COMMON POLICY DECLARATIONS

Policy Number: [redacted]

Named Insured and Mailing Address:
Murray Symphony
PO Box 571213
Murray, UT 84157-1213

Producer: 29314
The Mahoney Group - Salt Lake City
800 McIntyre Building
68 S Main St
Salt Lake City, UT 84101

(801)521-2421

Policy Period From: 04/24/2023 **To:** 04/24/2024
at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	162.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	973.00
Commercial Auto Coverage Part	226.00
Businessowners	
Workers Compensation	

Total	**$ 1,361.00**
Total Includes Federal Terrorism Risk Insurance Act Coverage	**3.00**

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

Secretary

President and CEO

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

We are
Murray Symphony!

OUR MISSION STATEMENT

Our mission is to provide the community with high quality and affordable family-friendly performances while giving its members an opportunity to perform symphonic music in a friendly and supportive atmosphere.

A musical family since

Meet the Conductors

Michelle Willis
Artistic Director & Principal Conductor

Dr. Jim Thompson
Associate Conductor

Ernie Nielsen
Assistant Conductor

5 Concerts Annually

February

April

June

October

December

Concert Locations

Hillcrest Junior High School

Concert Locations

Murray High School

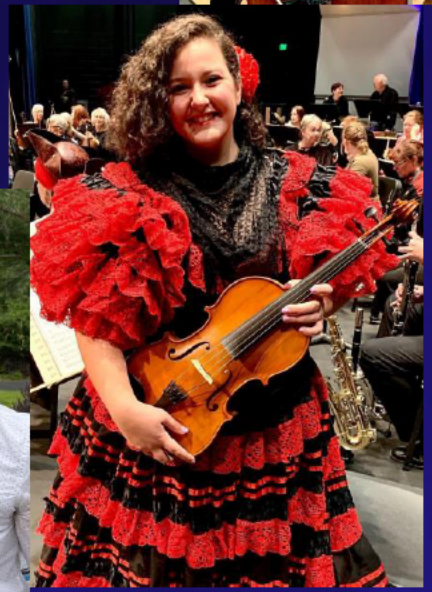
Concert Locations

Murray Outdoor Amphitheatre

Wednesday nights from 7-9 pm
in the band room

Hillcrest Junior High

178 East 5300 South



Guest Artists

Community Outreach

Art collaboration with Murray School District elementary schools for December 2022

Working on presenting a “Day at the Symphony” for 4th graders in February 2024

Side-by-Side rehearsal with HJHS Students

Wednesday, October 11th
2023

Side-by-Side Concert with HJHS

Thursday, October 12th 2023

Side-by-Side Concert with HJHS

Thursday, October 12th 2023

Thank You

MURRAY
CITY COUNCIL

Public Hearing #3

City Council

Appropriation of Money for the Murray Concert Band

Council Action Request

Council Meeting

Meeting Date: July 23, 2024

Department Director Jennifer Kennedy **Phone #** 801-264-2622 **Presenters** Jennifer Kennedy **Required Time for Presentation** **Is This Time Sensitive** Yes **Mayor's Approval** **Date** July 9, 2024	**Purpose of Proposal** Appropriation of Money for Corporate Purposes **Action Requested** Appropriate funds to the Murray Concert Band **Attachments** Resolution and Application from the Murray Concert Band **Budget Impact** $2,500 **Description of this Item** The Murray Concert Band is a community concert band comprised of about 60 volunteer musicians who play a wide variety of music. The band rehearses for 2 hours once a week and performs 8 concerts per year. The band performs 4 regular concerts per year, at Hillcrest Jr. High School and at the amphitheater in Murray Park. The band also performs at the Murray City flag-raising ceremony on July 4th, 2 concerts at local cemeteries on Memorial Day and at the Utah State Fair.

RESOLUTION NO. R24-__

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 Murray Concert Band has requested monetary a contribution in the amount of $2,500.00 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 in 2023 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, the Study was available for public inspection at least 14 days before the public hearing; and

WHEREAS, a public hearing was held on July 23, 2024, before the Council to consider the appropriation; and

WHEREAS, after receiving public input, reviewing the Study and considering

other factors, the Council wants to make a determination regarding the appropriation to the Murray Concert Band.

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.

2. The Council finds that the following are legitimate public purposes the City wants to accomplish by appropriating money to the Murray Concert Band to provide for the safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the City:

- **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.

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 appropriation is necessary and appropriate to accomplish the reasonable goals of the City in the area of economic development, job preservation, and in enhancing the peace, order, and comfort of City residents.

5. Based on its findings, the Council approves an appropriation in an amount of $2,500 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 2024.

MURRAY CITY MUNICIPAL COUNCIL

_____
Pam Cotter, Chair

ATTEST:

_____
Brooke Smith, City Recorder

MURRAY
CITY COUNCIL

Complete and return to:
Murray City Council Office
10 East 4800 South #290
Murray City, Utah 84107

Email: jkennedy@murray.utah.gov

APPLICATION FOR FUNDS

All applications must be received by April 30, 2024 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 applications will not be considered. Awards will be based on an allocated budget amount to be determined during the city's budget process. Funding is not guaranteed.

APPLICANT INFORMATION

Legal Name of Applicant/Agency: MURRAY CONCERT BAND

Applicant Website: https://www.murrayconcertband.org

Physical Address: 12019 S FORT DRAPER AVE

City: DRAPER State: UTAH Zip Code: 84020

Mailing Address (if different from Physical Address):

_____

City: _____ State: _____ Zip Code: _____

APPLICANT CONTACT INFORMATION

Name: WENDY WHITE

Email Address: wendy1958@comcast.net

Telephone Number: 801-915-8989

PROGRAM INFORMATION

Funding Request Amount (Maximum of $ 2,500.00):

Is your organization a 501(c)?

Yes X

No ____

Program is:

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

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

1. Program Description (500 characters or less):

The Murray Concert Band is a community concert band comprised of about 60 volunteer musicians who play a wide variety of music. The band rehearses for 2 hours once a week and performs 8 concerts per year.

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

The band performs 4 regular concerts per year, at Hillcrest Jr. High School and at the amphitheater in Murray Park. The band also performs at the Murray City flag-raising ceremonty on July 4th, 2 concerts at local cemeteries on Memorial Day and at the Utah State Fair.

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

There are many, many community orchestras in Salt Lake County, but very few community bands. Murray is a rarity because it has both. The band gives adult musicians an opportunity to play their instruments instead of letting them gather dust in the back of the closet. Our concerts give audiences a chance to hear a variety of music and keep the band music tradition alive, which is both culturally and historically important.

4. What specific population and age group in Murray is the program intended to serve (beneficiary population)?: Audiences: All Musicians: High school and up

5. How many people are expected to be serviced with this program?: +/- 1500

6. When is the program offered?: All year long

7. What is the expected timeline for expenditure of requested funds?: We operate on a calendar year basis. Rent expenses are due in late spring and insurance in July.

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

9. Where is the program held (if different from agency location)?: Three concerts are performed at Hillcrest Jr. High; two at the Murray amphitheater; two at cemeteries in West Jordan and Cottonwood Heights; one at the state fair park.

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?

Five out of the eight concerts that the band performs are held at Murray schools and at the Murray amphitheater. All but one of these concerts are free to the public, although donations are accepted at the door. All Murray venues are ADA-compliant and everyone is invited to attend.

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

No, it does not.

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

The goal is to bring great music to the public and to allow adult musicans to use their talents and have fun giving back to the community.

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

Murray residents as a whole would be the primary beneficiaries of the concerts performed at Hillcrest and the amphitheater, but the goal is to benefit everyone.

e. Is the benefit to Murray residents speculative?

No, but music appreciation is subject to individual taste, therefore there is no guarantee. The band always tries to program something for everyone.

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

Listening to an evening of great music should be a pleasant experience, and would be unlikely to detract from serving the public interest. Again, individual taste is a factor, but our audiences have not ever walked away from our concerts without having enjoyed them. High probability and 100%.

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

No, it does not.

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

The band gives out flyers to advertise each regular concert and advertises on Now Playing Utah. We also have a Facebook page and band members share the flyers on their personal social media platforms.

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

There are no individual beneficiaries, only the general public.

PROGRAM OVERSIGHT

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

Salt Lake County ZAP grant Utah State Fair

Memorial Mortuaries & Cemeteries Co. - pays for 2 Memorial Day concerts

Murray City Arts in the Park concert series ticket sales

Member dues - dues are $20 per person each calendar year

Individual donations - donations are accepted at the door at 3 concerts

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

The board of trustees approves the annual budget and all expenditures. Our checks require two signatures. Music purchases require board approval.

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

All funds and expenditures are tracked by the treasurer and verified using bank statements and supporting documentation. The band's budget is relatively small, so tracking individual items is simple.

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

Salt Lake County ZAP grant - $2,000 *requested*

Utah State Fair - $250 *requested* Member dues - $20 per member

Memorial Mortuaries & Cemeteries - $800.00 *requested*

Murray City Arts in the Park ticket sales - unknown amount

Individual donations - unknown amount

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

Four board members (elections will be held in August for a 5th trustee)

Four board meetings per year, 2 hours each

Music director - 44 rehearsals, 2 hours each

Treasurer - 2 grant applications, 1 tax return, 12 bank reconciliations, 16 hours

Librarian - 4 regular concerts, 5 hours each

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

There are no W-2 employees, so there are no salaries.

Operating expenses, including insurance, rent, music, printing, supplies are budgeted

at $9,150 for the year. ZAP funding, member dues, donations and paid performances

will cover part of this, as outlined in question 16.

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

The band has been in existence since 1986 and has been keeping up a full performance

schedule for nearly 40 years. Murray City has been instrumental (pun sincerely intended)

in helping us be successful in our efforts. There is a lot of experience in this band.

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

The funds requested will help us to cover operating expenses, especially the insurance to cover our percussion equipment. The timpani we are using were given to us decades ago by the Murray Symphony. They are very old and very heavy and difficult to transport. We are trying to save enough money to replace them, hopefully next year, which will cost about $11,000-$12,000.

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.

CERTIFICATIONS

THE APPLICANT CERTIFES 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.

Wendy Whitee _____ 4-29-24 _____

APPLICANT SIGNATURE DATE

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 16 2002

MURRAY SYMPHONIC BAND
C/O WENDY WHITE
12019 S FORT DRAPER AVE STE 70
DRAPER, UT 84020

Employer Identification Number:
87-0681254
DLN:
17053239033001
Contact Person:
THOMAS K SHU ID# 52391
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

MURRAY COMMUNITY CARE

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990 T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, S.M. Box 146705
Salt Lake City, UT 84114-6705
Service Center: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: http://www.commerce.utah.gov

June 20, 2003

CERTIFICATE OF EXISTENCE

Registration Number: 1119203-0140
Business Name: MURRAY CONCERT BAND, THE
Registered Date: NOVEMBER 24, 1992
Entity Type: CORPORATION-DOMESTIC-NON PROFIT
Current Status: GOOD STANDING

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah.

Kathy Berg
Director
Division of Corporations and Commercial Code

CORPORATE BYLAWS FOR
MURRAY SYMPHONIC BAND, INC.

ARTICLE I

NAME, OFFICES, BOOKS AND RECORDS

Section 1.1. NAME. The name of the non-profit Utah Corporation is MURRAY SYMPHONIC BAND, INC.

Section 1.2 OFFICES. The initial registered office of the Corporation and its principal place of business is Clifford N. Millward, 2704 Glenmare Street, Salt Lake City, Utah 84106.

Section 1.3. REGISTERED AGENT. The registered agent of the Corporation is Clifford N. Millward, whose addressis 2704 Glenmare Street, Salt Lake City, Utah 84106.

Section 1.4. BOOKS AND RECORDS. The non-profit Corporation shall keep, at its registered office, the following books and records, and any Trustee of record, upon written demand stating the purpose thereof, shall have the right to examine, in person or by agent or attorney, at any reasonable time or times, for any proper purpose, the same and to make extracts therefrom:

(a) Its books and records of account;

(b) Its minutes of meetings of its Trustees and any committees thereof;

(c) Copies of its Non-Profit Articles of Incorporation and these Bylaws as originally executed and adopted, together with all subsequent amendments thereto.

Section 1.5 FINANCIAL STATEMENTS. Upon the written request of any Trustee of the Corporation, the Corporation shall mail to such Trustee its most recent annual or quarterly financial statements showing, in reasonable detail, its assets and liabilities and the results of its operation unless the Trustee has already received the same.

ARTICLE II
BYLAWS

Section 2.1 AMENDMENTS. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Trustees. Any such action shall be subject to repeal or change by action of the Trustee, but the alteration, amendment, repeal, change or new Bylaw (and the repeal of the old Bylaw) shall be valid and effective and no Trustee, employee or agent of the non-profit Corporation shall incur any liability by reason of any action taken or omitted in reliance on the same. The power of the Trustees to repeal or change any alteration, amendment, repeal, or new Bylaw shall not extend to any original Bylaw of the Corporation so long as it is not altered, amended, or repealed, but only to action by the Trustees thereafter. There shall be no time limit on its exercise.

Section 2.2 BYLAW PROVISIONS: ADDITIONAL, AND SUPPLEMENTAL TO PROVISIONS OF LAW. All restrictions, limitations, requirements, and other provisions of these Bylaws shall be construed, insofar as possible, as supplemental and additional to all provisions of law applicable to the subject provisions of law unless such compliance shall be illegal.

Section 2.3 BYLAW PROVISIONS CONTRARY TO OR INCONSISTENT WITH PROVISIONS OF LAW. Any article, section, subsection, subdivision, sentence, clause, or phrase of these Bylaws which, upon being construed in the manner provided in Section 2.2 hereof, shall be contrary to or inconsistent with said provisions of law shall not apply so long as said provisions of law shall remain in effect, but such result shall not affect the validity or applicability of any other portions of these bylaws, it being hereby declared that these bylaws would have been adopted and each article, section, subsection, subdivision, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, subdivisions, sentences, clauses or phrases is or are illegal.

ARTICLE III
MEETINGS OF SHAREHOLDERS

Section 3.1 PLACE OF MEETINGS. All meetings of the Trustees, annual or special, however called, shall be held at the office of the registered agent for the Corporation, unless the Trustees may designate any place for any meeting, either within or without the State of Utah, unless otherwise prohibited statute.

Section 3.2 ANNUAL MEETING. An annual meeting of the Trustees shall be held on the tenth day of July of each calendar year (unless that day is a legal holiday, and then on the next succeeding day that is not a legal holiday), at the office of the current President of this non-profit corporation.

If the election of the Trustees shall not be held on the day designated herein for the annual meeting of the Trustees, or at any adjournment thereof, the Trustees shall cause the election to be held as a special meeting of the Trustees to be convened as soon thereafter as may be convenient. The Trustees may, from time to time, by resolution, change the date and time for the annual meeting of the Trustees.

Section 3.3 SPECIAL MEETINGS. Special meetings of the Trustees may be called by the Chairman of the Trustees.

Section 3.4 NOTICE OF TRUSTEE'S MEETINGS. Written or printed Notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than thirty (30) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Chairman of the Trustees, or persons calling the meeting, to each Trustee of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Trustees at his or her address as it appears on the stock transfer books of the Corporation with postage thereon prepaid.

Section 3.5 WAIVER OF NOTICE. Any Trustee may waive notice of any meeting of Trustees (however called or noticed, whether or not called or noticed, and whether before, during or after the meeting) by signing a written waiver of notice or a consent to the holding of such meeting, or an

of the minutes thereof. Attendance at a meeting, in person or by proxy, shall constitute waiver of all defects of call or notice, regardless of whether waiver, consent or approval is signed or any objections are made. All such waivers, consents, or approvals shall be made a part of the minutes of the meeting. Any action may be taken at such meeting, unless specifically objected to, or unless written consent is necessary for such action. The proceedings of such meeting(s) may be ratified and approved and rendered valid, including any irregularity or defect in the Notice by a written statement signed by all parties having the right to vote at such meeting(s). Ratification may be manifested by proxy or by valid power of attorney.

Section 3.6 VOTING LIST. An assigned Trustee shall make, at least ten days before each regular meeting of Trustees, a complete list of the Trustees entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, which list, for a period of ten days prior to the meeting, shall be kept on file with the registered agent of the Corporation and shall be subject to inspection by any Trustee at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Trustee during the whole time of the meeting.

Section 3.7 QUORUM OF TRUSTEES VOTE. A two-thirds majority of the Trustees, represented in person or by proxy, shall constitute a quorum at a meeting of Trustees. If a quorum is present, the affirmative vote of

the majority of the Trustees represented at a meeting and entitled to vote on the subject shall be the act of the Trustees, unless the vote of a greater number or voting by the classes is required by the Utah Non-Profit Corporations Act or these Articles of Non-Profit Incorporation.

Section 3.8 PROXIES. A Trustee may vote either in person or by proxy executed in writing by the Trustee or by his or her duly authorized attorney-in-fact. No proxy shall be valid unless expressly revoked. Any Trustee giving a written consent, or such Trustee's proxy, or transferee or personal representative, or their respective proxies, may revoke the same prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary of the non-profit Corporation, but may not do so thereafter.

Section 3.9 ADJOURNMENT. Any Trustees' meeting, whether or not a quorum is present, may be adjourned from time to time by a majority vote of the Trustees. In the absence of a quorum, no other business may be transacted at such meeting. When a meeting is adjourned for thirty days or more, Notice of the adjourned meeting shall be given as in the case of an original special meeting. Save as aforesaid, it shall not be necessary to give any Notice of the time and place of the adjourned meeting or of the business to be transacted thereat other than by announcement at the meeting at which such adjournment is taken.

Section 3.10. VOTING RECORD. The Officer or agent of the non-profit Corporation having custody and control of the Trustee's register

shall make a complete record of the Trustees entitled to vote at such meeting or any adjournment thereof.

Section 3.11. IRREGULARITIES OR WAIVER. All inaccuracies and/or irregularities in calls or notices of a meeting and in the manner of voting, form of proxies, and/or method of ascertaining Trustees present shall be deemed waived if no objection thereto is made at the meeting.

Section 3.12. INFORMAL ACTION BY MEMBERS. Any action that is required or permitted to be taken at a meeting of the Trustees may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees entitled to vote with respect to the subject matter thereof.

ARTICLE IV
OFFICERS

Section 4.1 ELECTION AND QUALIFICATIONS. The Officers of this Non-Profit Corporation shall consist of a President, one Vice President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Trustees at the meeting of the Board of Trustees.

Any two or more offices may be held by the same person, except those of President and Secretary. Any Vice President, Assistant Treasurer or Assisant Secretary, respectively, as directed by the Trustees, shall perform such other duties as are imposed upon such Officers by the bylaws or the Trustees.

Section 4.2 SUBORDINATE OFFICER(S). The Board of Trustees may, from time to time, appoint such other Officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period,

have such authority, and perform such duties as the Board of Trustees may, from time to time, determine. The Board of Trustees may, from time to time, delegate to any Officer or agent the power to appoint any such subordinate Officer or agents and to prescribe or proscribe their respective title, terms of office, authorities, and duties.

Section 4.3 TERM OF OFFICE AND COMPENSATION. The term of office of said Officers, including subordinate Officer(s), shall be fixed and determined by the Board of Trustees and may be altered by such Board from time to time at its pleasure. No compensation shall be paid to any Trustee or Officer.

Section 4.4 REMOVAL AND VACANCIES. Any Officer of this non-profit Corporation may be removed by the Board of Trustees at any meeting, whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the persons so removed. Election or appointment of an Officer or agent shall not of itself create contract rights. If any vacancy occurs in any office of the non-profit Corporation, the Board of Trustees may elect a successor to fill such vacancy for the remainder of the unexpired term and until such Officer's successor is duly chosen and qualified.

ARTICLE V
CHAIRMAN OF THE TRUSTEES

Section 5.1 POWERS AND DUTIES. The Chairman of the Board of Trustees, if there be one, shall have the power to preside at all meetings of the Board of Trustees and shall have such other powers and shall be subject to such other duties as the Board of Trustees may from time to time prescribe.

ARTICLE VI
PRESIDENT

Section 6.1 POWERS AND DUTIES. The powers and duties of the President are:

(a) To act as the chief executive Officer of this non-profit Corporation, and, subject to the control of the Board of Trustees, to have general supervision, direction, and control of the business and affairs of the Corporation.

(b) To preside at all meetings of the Trustees and, in the absence of the Chairman of the Trustees, or if there be none, at all meetings of the Board of Directors.

(c) To call meetings of the Trustees to be held at such times and, subject to the limitations prescribed by law or by these Bylaws, at such places as the President shall deem proper.

(d) To affix the signature of this non-profit Corporation to all deeds, conveyances, mortgages, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board of Trustees or which, in the judgment

of the President, should be executed on behalf of this non-profit Corporation and do not require such authorization, to sign certificates for shares of stock of the Corporation, and, subject to the direction of the Board of Directors, to have general charge of the property of the Corporation and to supervise and control all Officers, agents, and employees of the Corporation.

Section 6.2 PRESIDENT PRO TEM. If neither the Chairman of the Board of Trustees, the President, nor the Vice President is present at any meeting of the Board of Trustees, a President Pro Tem may be chosen to preside and act at such meeting. If neither the President nor any Vice President is present at any meeting of the shareholders, a President Pro Tem may be chosen to preside at such meeting.

ARTICLE VII
VICE PRESIDENT

Section 7.1 POWERS AND DUTIES. In case of the absence, disability or death of the President, the Vice President shall exercise all of the President's powers and perform all of the President's duties. The Vice President shall have such other powers and perform such other duties as may be granted or prescribed by the Board of Trustees.

ARTICLE VIII
SECRETARY

Section 8.1 POWERS AND DUTIES. The powers and duties of the Secretary are:

(a) To be the Conductor of the Band, and in that capacity, to:

- select the music for all Band concerts; and
- maintain the Band's musical library; and
- selection of Band soloists; and
- identify and assign seating for all Band performers and all Band members; and
- prepare and conduct all Band practice sessions and concerts; and
- all other responsibility and tasks normally incident to the duties of the Band Conductor.

(b) To keep a book of minutes at the principal office of this non-profit Corporation, or such other place as the Board of Trustees may order, of all meetings of its Trustees with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at Trustee's meetings, and the proceedings thereof.

(c) To keep the seal of this non-profit Corporation and to affix the same to all instruments which may require it.

(d) To keep or cause to be kept at the registered office of this non-profit Corporation, the books and records required by these Bylaws.

(e) To make service and publication of all Notices that may be necessary or proper, and without command or direction from anyone. In case of the absence, disability, refusal or neglect of the Secretary to make service or publication of any notices, then such Notices may be served and/or published by the President or a Vice President, or by any person thereunto authorized by either of them, or by the Board of Trustees or by the holders of a majority of the outstanding shares of the non-profit Corporation.

(f) To prepare the voting lists required by these Bylaws.

(g) Generally to do and perform all such duties as pertain to the office of Secretary and as may be required by the Board of Trustees.

ARTICLE IX
TREASURER

Section 9.1 Powers and Duties. The powers and duties of the Treasurer are:

(a) To supervise and control the keeping and maintaining of adequate and correct accounts of this non-profit Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. The books of account shall at all reasonable times be open to inspection by any Trustee as provided in these Bylaws.

(b) To keep or cause to be kept at the registered office of this non-profit Corporation the books and records required by Section 1.3(a) above.

(c) To have the custody of all funds, securities, evidences of indebtedness and other valuable documents of this non-profit Corporation, and, at the Treasurer's discretion, to cause any or all thereof to be deposited for the account of this non-profit Corporation with such depositary as may be designated from time to time by the Board of Trustees.

(d) To receive or cause to be received, and to give or cause to be given, receipts and acquittances for monies paid in for the account of the non-profit Corporation.

(e) To disburse, or cause to be disbursed, all funds of this non-profit Corporation as may be directed by the Board of Trustees, taking proper vouchers for such disbursements.

(f) To render to the President and to the Board of Trustees, whenever they may require, accounts of all transactions as Treasurer and of the Financial condition of the non-profit Corporation.

(g) Generally to do and perform all such duties as pertain to the office of Treasurer and as may be required by the Board of Trustees.

ARTICLE X
EXECUTIVE COMMITTEES

Section 10.1. DESIGNATION OF COMMITTEES. The Trustees may, from time to time, and by resolution, designate such committees as they may deem appropriate in carrying out its duties, responsiblities, functions, and powers. Each such committee designated hereunder shall include at least one (1) member of the Board of Trustees. No Trustee shall receive compensation for services that he may render to the non-profit Corporation as a committee member, provided, however, that a Trustee may be reimbursed for expenses incurred in performances of his or her duties as a committee member to the extent such expenses are approved by the Board of Trustee(s) and (except as otherwise provided in these Bylaws) may be compensated for services rendered to this non-profit Corporation other than in his or her capacity as a Trustee.

Section 10.2. PROCEEDING OF COMMITTEES. Each committee designated hereunder by the Board of Trustees may appoint its own presiding Officers and may meet at such places and times and upon Notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

Section 10.3. QUORUM AND MANNERS OF ACTING. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least a majority of such committee (but in no event less than one Trustee) shall constitute a quorum for the transaction of business, and the act of a majority of the members at any meeting at

which a quorum is present shall be the act of such committee. The members of the committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have no inherent powers.

Section 10.4 RESIGNATION AND REMOVAL. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation to the President, the Board of Trustees, or the presiding Officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any member of any committee designated by it hereunder or dissolve any such committee.

Section 10.5 VACANCIES. If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining member shall, until the filling of such vacancy, constitute the committee and may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

ARTICLE XI
OWNERSHIP OF ACCOUNTS, BOOKS AND RECORDS

Section 11.1 IDENTIFICATION. All books, records, accounts, phone numbers of donors or supporters and any other material of any nature whatsoever, that any way identifies or refers to the accounts or clients of

this non-profit Corporation are the sole and exclusive property of this non-profit Corporation.

Section 11.2 SURRENDER OF RECORDS. At such time as any Trustee ceases to be an Officer, Director or Shareholder of the non-profit Corporation, they will return to the non-profit Corporation or its Trustees all books, records, accounts, phone numbers of all persons affiliated with, or interested in, the operation of the non-profit corporation, and any other material of any nature whatsoever, that any way identifies or refers to any such persons of the non-profit Corporation.

Section 11.3 PROHIBITION ON AFFILIATION. At such time as any Officer, or Trustee, ceases to be an Officer or Trustee of this non-profit Corporation, they will not represent themselves to be affiliated with or in any way whatsoever associated with the Corporation.

ARTICLE XII
SUNDRY PROVISIONS

Section 12.1 INSTRUMENTS IN WRITING. All checks, drafts, demands for money, and notes of this non-profit Corporation, and all written contracts of this non-profit Corporation, shall be signed by such Officer or Officers, agent or agents, as the Board of Trustees may from time to time by resolution designate. No Officer, agent, or employee of the Corporation shall have power to bind the Corporation or otherwise unless authorized to do so by these Bylaws or by the Board of Trustees.

Section 12.2 FISCAL YEAR. The fiscal year of this non-profit Corporation shall end on the last day of June of each year.

Section 12.3 GOVERNING LAW. The operation of this non-profit corporation shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the undersigned, constituting the initial Trustees of the Murray Symphonic Band, have executed these Bylaws.

_____

Maureen Burbidge
738 Silver Shadow Drive
Murray, Utah 84107

_____

Douglas V. Christensen
1529 Longdale Drive
Sandy, Utah 84092

_____

Bob Harris
1233 N. Colorado Street
Salt Lake City, Utah 84116

_____

Pat Brimmer
2500 East Robidoux Road
Sandy, Utah 84093

_____

Susan J. Bergman
5235 South 700 West, #23
Murray, Utah 84123

CERTIFICATE OF SECRETARY

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned does hereby certify that the undersigned is the Secretary of MURRAY SYMPHONIC BAND, INC., a non-profit Corporation duly organized and existing under and by virtue of the laws of the State of Utah; that the above and foregoing Bylaws of the referenced non-profit Corporation were duly and regularly adopted as such by the Board of Trustees of said Corporation at the first meeting of said Board, which was duly and regularly held on the ____ day of November, 1992; and that the above and foregoing Bylaws are now in full force and effect.

DATED this ___ day of November, 1992.

_____
SECRETARY

151699

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

I hereby certify that the foregoing has been filed and approved on the 24th day of Nov, 1992 in the office of this Division and hereby issue this Certificate thereof.

Examiner MC Date 11-24-92

Corporation Division Director

NON-PROFIT ARTICLES OF INCORPORATION OF THE MURRAY SYMPHONIC BAND

ARTICLE I
NAME

The name of the non-profit corporation is MURRAY SYMPHONIC BAND.

ARTICLE II
DURATION

The period of this non-profit corporation is perpetual.

RECEIVED
NOV 24 1992
SERVICE COUNTER
STATE TAX COMMISSION

ARTICLE III
PURPOSES

The purpose, business and pursuit of this non-profit corporation shall be to promote and advance the interests of band music, and to educate the public to the cultural traditions and social contributions of band music through concerts, recitals by the Band, and performances of small groups from within the MURRAY SYMPHONIC BAND.

ARTICLE IV
NO PERSONAL PROFIT

No part, here or hereafter, of any revenue generated by this non-profit corporation through the operation of any activity of the Murray Symphonic Band shall inure to the benefit, directly or indirectly, of any individual or for the benefit of any profit organization or business.

MC

ARTICLE V
FINAL LIQUIDATION

If, any at such time, that this non-profit corporation is dissolved, or is finally liquidated, no part of the net assets or earnings of this non-profit corporation shall inure to the benefit of any individual or any profit organization or business. Rather, any such net earning or assets shall be donated to another recongized non-profit organization or charity, so recognized by the State of Utah and the Internal Revenue Service, as the Trustees shall designate.

ARTICLE VI
IDENTIFICATION OF TRUSTEES

There shall be five (5) initial Trustees of this non-profit corporation, who have been appointed and shall serve in perpetuity until their successors have been appointed or elected.

Those initial Trustees are:

Maureen Burbidge
738 Silver Shadow Drive
Murray, Utah 84107

Douglas V. Christensen
1529 Longdale Drive
Sandy, Utah 84092

Bob Harris
1233 N. Colorado Street
Salt Lake City, Utah 84116

Pat Brimmer
2500 East Robidoux Road
Sandy, Utah 84093

Susan J. Bergman
5235 South 700 West, #23
Murray, Utah 84123

The private property of the Trustees or any other person involved in this non-profit corporation shall not be liable for the debts and obligations of this non-profit corporation.

ARTICLE VII.
MEMBERSHIP

The membership of the Murray Symphonic Band shall consist of those persons who have demonstrated a sincere interest in the purposes of this corporation, who may reside within or without the State of Utah, and who may be admitted or removed by a majority of the Trustees at a regularly-constituted meeting.

The private property of members of this non-profit corporation shall not be liable for the debts and obligations of this non-profit corporation.

ARTICLE VIII.
REGISTERED AGENT/OFFICE + principal office

The initial registered agent and office for this non-profit corporation is:

Clifford Millward
2704 Glenmare Street
Salt Lake City, Utah 84106

ARTICLE IX.
ACKNOWLEDGEMENT OR REGISTERED AGENT

The initial registered agent, Cliff Millward, acknowledges acceptance of his role as the Registered Agent for this non-profit corporation.

Clifford Millward

ARTICLE X.
OFFICERS

The initial officers of this non-profit corporation are as follows:

PRESIDENT	Douglas V. Christensen 1529 Longdale Drive Sandy, Utah 84092
VICE PRESIDENT	E.T. Osman 381 Kensington Avenue Salt Lake City, Utah 84115
SECRETARY	Cliff Millward 2704 Glenmare Street Salt Lake City, Utah 84106
TREASURER	Wendy White 4500 South Atherton Drive, #34 Murray, Utah 84123

ARTICLE XI
INCORPORATORS

The following persons are hereby identified as the incorporators of this non-profit corporation, all of whom are Utah residents.

Cliff Millward
2704 Glenmare Street
Salt Lake City, Utah 84106

C0151699
111903 XS

AMENDMENT TO ARTICLES OF INCORPORATION OF

MURRAY SYMPHONIC BAND

The undersigned, being the President of the Murray Symphonic Band, a Utah nonprofit corporation (#CO 151699), does hereby amend the Articles of Incorporation originally filed November, 1992 and as amended thereafter, in accordance to a meeting of the Board of Trustees held on June 1, 2000 wherein it was voted unanimously to make the following changes:

1. The name of the nonprofit corporation shall be The Murray Concert Band.

2. The names and addresses of the existing officers, trustees and registered agent shall remain the same as currently existing.

IN WITNESS WHEREOF, I have made and verified this Amendment to Articles of Incorporation of the Murray Symphonic Band this 12th day of July, 2000.

PRESIDENT

Brad J. Armstrong

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

On the 12th day of July, 2000, personally appeared before me Brad J. Armstrong, who being by me first duly sworn, declared that he is the President of the Murray Symphonic Band, and that the statements therein contained are true.

Department of Commerce
Division of Corporations and Commercial Code
I Hereby certify that the foregoing has been filed and approved on this 1 day of Jun 2000 in the office of this Division and hereby issue this Certificate thereof
Examiner RD Date 7/31/00

NOTARY PUBLIC

SHAWNA THURGOOD
NOTARY PUBLIC • STATE of UTAH
VAN COTT, BAGLEY, CORNWALL MCCA
50 SO MAIN STE 1700 KEY BANK
SALT LAKE CITY, UT 84144
COMM. EXP. 7-1-2001

MURRAY CONCERT BAND

ORGANIZATION CHART

MUSIC DIRECTOR
Diane Taylor, Trustee & Director
|
|
BOARD OF TRUSTEES
Bill Marsh, President
Wendy White, Treasurer
Pat Brimmer, Trustee
Diane Taylor, Trustee & Director
|
|
MUSIC LIBRARIAN
Linda Brimmer

INCOME	BUDGET 2024
Admissions/Audience donations	2,000.00
Individual donations	600.00
Member dues & paid performances	2,050.00
	-
Local government support	2,500.00
County support	2,000.00
State support	-
Other government support	-
Reserve from 2023	8,879.73
	18,029.73

EXPENSES	
Librarian	900.00
Supplies	800.00
Marketing	-
Storage unit rental	1,220.00
Insurance	2,500.00
Printing	650.00
Equipment	1,000.00
Other expenses	585.00
Reserve	10,374.73
	18,029.73

Welcome to The Murray Concert Band! We hope that you will have a fun and rewarding experience as part of our great group. To help you get started, please review the following guidelines and information.

Background

The Murray Concert Band began as The Murray-Westminster Symphonic Band in a basement room at Westminster College in 1986 and was originally conducted by Robert Lenz. Shortly after, Cliff Millward became the conductor, and the Band later was renamed The Murray Concert Band. Dr. Craig Ferrin became the conductor in August, 2007, and Diane Taylor became the conductor in February 2024.

The Band is a volunteer, community group and is a nonprofit 501(c)(3) organization. Your tax deductible donations are always welcome. The music performed ranges from classical to sometimes silly and everything else in between. We are looking for committed musicians who enjoy meeting each week to make music together. As stated in the Articles of Incorporation, "The purpose, business and pursuit of this non-profit corporation shall be to promote and advance the interests of band music, and to educate the public to the cultural traditions and social contributions of band music through concerts, recitals by the Band . . . ."

Rehearsals

The Band rehearses every Tuesday from 7:00-9:00 pm in the band room at Hillcrest Jr. High School, 178 East 5300 South, unless otherwise indicated or announced. No food is allowed in the band room.

Our season begins in August and the schedule for the year is distributed at that time and updated as necessary. Please be in your seat and ready to play right at 7:00 p.m. Since we only meet once a week, it is very important that members keep from talking, being disruptive or using their cell phones during rehearsal. Please step outside or in the hallway if you have an emergency that can't wait. We can accomplish much more this way and also show respect and courtesy to our conductor(s) and fellow players. There is a break in the summer and December.

The section leader is responsible for assigning parts. In the event a Band member needs to miss a rehearsal, it is his/her responsibility to notify the section leader and conductor(s). If you have music that will be needed, you must make arrangements to have it at the missed rehearsal. It is also expected that each Band member practice at home to learn their music. In all fairness to the other Band members and the overall quality of our group, please try to be at all of the rehearsals. If more than half of the rehearsals prior to a concert are missed, your situation will be assessed by your section leader and the conductor(s).

Performances

The Band performs four major concerts a year (winter, spring, summer and fall). In addition, we also play for Memorial Day, July 4, the Utah State Fair and occasionally for other events. It is very important that you make note of the concert dates so that you will not miss any performances. If you must miss a performance, you are responsible to let your section leader and conductor know as far in advance as possible. Music is made up of many parts, and every player and every part is important. If even one part is missing, the entire song is affected. Depending on the program, you may be asked to find a suitable replacement.

Music

All music is the property of The Murray Concert Band. You are responsible for all music assigned to you. Any marks placed on the music should be made with a #2 pencil. Please take care of your music. All music must be returned to the Band librarian immediately after a concert. If you cannot play in a concert, your music should be returned to the librarian before the concert.

Membership

Our members come in all shapes, sizes and ages. The Band generally does not require auditions, although you must be at least sixteen years old and have high school, college or equivalent experience. If necessary, each individual situation will be reviewed by the respective section leader and conductor(s). In some instances, a section may not need additional members, and the prospective member's name will be placed on a waiting list.

There is an annual $20 fee for each Band member due in January or when the member joins. If a member joins after August 1, the fee will be $10. Since we generally do not charge for admission to our concerts, this small amount will help offset the operating costs of the Band. If you are enrolled as a SLCC student taking this class for credit, the fee will be waived. It is the member's responsibility to notify the Secretary of any change in name, address, telephone or cell number, and email address. This information will be used strictly for Band purposes only.

Management

The Band is managed by a Board of Trustees who are elected by the Band members. There is also a Secretary and Treasurer who are appointed.

Many other people are also needed to insure the success of the Band. Members are encouraged to volunteer for a committee (*e.g.*, advertising, music selection, grants, equipment, special events, library, etc.). Be sure to pass on your suggestions or ideas to any of the Trustees.

We hope that you will enjoy being part of the Band. If you have any concerns or questions, please feel free to discuss them with your section leader, conductor(s) or one of the Trustees.

"Life Without Music Is A Mistake"

MURRCON-01 BBERGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2024

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 92472 Beehive Insurance Agency Inc Agency CA License #0582035 1289 S Interstate Dr #200 Cedar City, UT 84720-3658	CONTACT NAME: Michelle Fife PHONE (A/C, No, Ext): (435) 586-2211 FAX (A/C, No): (435) 586-4462 E-MAIL ADDRESS: mfife@beehiveinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company — 18058
INSURED Murray Concert Band Wendy White 12019 Fort Draper Ave Draper, UT 84020-4508	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X		PHPK2557717	7/9/2023	7/9/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	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)

Murray City, its officers, agents, employees, representatives, and volunteers and the Murray School Disctrict, its officers, agents, employees, representatives and volunteers are added as additional insured's with respects to operation of other activities performed under the agreement with Murray City per attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES, LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

   a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;

   b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;

   c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

   With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:

   a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Sponsors

4. Co-Promoters

The Murray Concert Band's 2024 Budget Presentation for the Murray City Council

History

1. The Band was formed in 1986 as The Murray Westminster Band and rehearsed at Westminster College
2. In 1989 the Band moved to Murray High School and was renamed The Murray Symphonic Band
3. In 1993 the Band's name was changed to The Murray Concert Band
4. The Band is a 501(c)(3) organization

Purpose of the Band

The purpose, business and pursuit of this non-profit corporation shall be to promote and advance the interests of band music, and to educate the public to the cultural traditions and social contributions of band music through concerts, recitals by the Band, and performances of small groups from within The Murray Concert Band

Band Membership

1. There are currently 74 musicians in the Band
2. At the April concert there were 65 musicians
3. A member must be at least 16 years of age and have high school, college or equivalent experience
4. Anyone interested in playing with the Band is encouraged to request to join the Band
5. There is a link on the Band's web site which allows musicians to request to join the Band
6. Auditions are not required
7. For some instruments there is a waiting list to join the Band

Performances

- Three concerts are performed at Hillcrest Jr. H. S.
  - These concerts are free, but donations are accepted
- One summer concert is performed at the Murray Amphitheater
  - $7 adults, $5 Seniors/Child – charge required by Murray City
- Memorial Day performances at two Memorial Estate cemeteries
- Performance at the Utah State Fair
- Participation in the Murray City July 4 Sunrise Service
- Additional performances may be scheduled

Concert Themes and Music

- Each concert has a theme
- November was veterans, January was international, April was animals, and June will be musicals
- A variety of music is played by the Band including
  - Marches
  - Patriotic music
  - Big Band music
  - Classical music
  - Some unusual or funny music

November 11, 2023, Concert

- This concert honored Veterans
- CW3 Mike Cottam (USA retired) was the announcer
- The Utah Army National Guard provided the color guard
- There was a display of several military vehicles and military equipment
- Patriotic music was played
- Veterans, both band members and audience, were recognized and honored

Financial request

- The band is requesting a grant of $2500.00
- The grant money will be used by the Band to pay for insurance, the storage unit, purchase music, purchase percussion instruments and support the general band operation
- The 4 major concerts performed by the Band are performed within Murray City limits which provides Murray residents and Salt Lake County residents an opportunity to attend a concert performed by a large Concert Band

2024 Budget - Income

- Admissions/Audience Donations $2000.00
- Individual Donations $ 600.00
- Dues ($20.00/year) & Paid Performances $2050.00
- Local Govt. Support (Murray) $2500.00
- County Support (Zap) $2000.00
- 2023 Reserve $8879.73
  - In 2025 the Band is planning to purchase 4 Timpani for about $12000.00 and will use part of the reserve
- Total $18029.73

2024 Budget – Expense pg. 1

- Librarian $ 900.00
- Supplies (Music, Office Supplies) $ 800.00
- Storage Unit Rental $1220.00
- Insurance $2500.00
- Printing $ 650.00
- Equipment $1000.00
  - Truck rental to move equipment for the June concert and the State Fair
- Other Expenses $ 585.00

2024 Budget – Expense pg. 2

- **Reserve** **$10374.73**
  - **In 2025 a portion of the reserve plus some of the 2025 budget will be used to purchase 4 new timpani for about $12000.00**
- **Total** **$18029.73**

In Conclusion

1. The Murray Concert Band has always been proud to represent Murray City wherever it performs.
2. The Murray City logo is proudly displayed on the Band's web site, programs, and flyers.
3. Thank you for considering the Band's grant request.

MURRAY
CITY COUNCIL

Public Hearings
4

City Council

Appropriation of Money for Ballet Center Utah

Council Action Request

Council Meeting

Meeting Date: July 23, 2024

Department Director Jennifer Kennedy **Phone #** 801-264-2622 **Presenters** Jennifer Kennedy **Required Time for Presentation** **Is This Time Sensitive** Yes **Mayor's Approval** **Date** July 9, 2024	**Purpose of Proposal** Appropriation of Money for Corporate Purposes **Action Requested** Appropriate funds to Ballet Center Utah **Attachments** Resolution and Application from the Murray Concert Band **Budget Impact** $3,000 **Description of this Item** With the use of these funds, BCUI will be able to continue to operate our ballet school with low-cost tuition and be able to serve the Murray community by holding 10 ballet performances (3 of which are free) for Murray residents at a low-cost admission, and free ballet clinics. This year we will produce our original ballet *The Last Unicorn*, to be performed July 19 & 20, 2024. In addition to the performances and clinics, the funds will be used to subsidize additional expenses of maintenance of the building, update the old theater lighting equipment, and refurbish costumes.

RESOLUTION NO. R24-__

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 Ballet Center of Utah has requested a monetary contribution in the amount of $3,000.00 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 in 2023 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 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, the Study was available for public inspection at least 14 days before the public hearing; and

WHEREAS, a public hearing was held on July 23, 2024 before the Council to consider the appropriations; and

WHEREAS, after receiving public input, reviewing the Study and considering

other factors, the Council wants to make a determination regarding the appropriation to the Ballet Center of Utah.

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.

2. The Council finds that the following are legitimate public purposes the City wants to accomplish by appropriating money to the Ballet Center of Utah to provide for the safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the City:

- **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.

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 appropriation is necessary and appropriate to accomplish the reasonable goals of the City in the area of economic development, job preservation, and in enhancing the peace, order, and comfort of City residents.

5. Based on its findings, the Council approves an appropriation in an amount of $3,000.00 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 2024.

MURRAY CITY MUNICIPAL COUNCIL

_____

Pam Cotter, Chair

ATTEST:

_____

Brooke Smith, City Recorder

Complete and return to:
Murray City Council Office
10 East 4800 South #290
Murray City, Utah 84107
Email: jkennedy@murray.utah.gov

APPLICATION FOR FUNDS

All applications must be received by April 30, 2024 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 applications will not be considered. Awards will be based on an allocated budget amount to be determined during the city's budget process. Funding is not guaranteed.

APPLICANT INFORMATION

Legal Name of Applicant/Agency: Ballet Center Utah, Inc.

Applicant Website: https://balletcenterutahinc.com

Physical Address: 4907 South Poplar Street

City: Murray State: Utah Zip Code: 84107

Mailing Address (if different from Physical Address):

563 East Spruce Glen Road

City: Murray State: Utah Zip Code: 84107

APPLICANT CONTACT INFORMATION

Name: Michelle Armstrong

Email Address: mishkaballerina.armstrong@gmail.com

Telephone Number: 801-631-2964

PROGRAM INFORMATION

Funding Request Amount (Maximum of $3,000):

Is your organization a 501(c)?

Yes X

No ____

Program is:

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

X__ Existing program/service - previously provided in the most recent

1.Program Description (500 characters or less):

Ballet Center Utah, Inc. (BCUI) is a non-profit organization 501(c)(3) dedicated to the arts education (specifically classical ballet) for the Murray community. We were co-founded in 1986 by Willam Christensen (founder of Ballet West) and strive to continue his legacy of teaching a high standard of ballet technique to students age 3 to adult. We provide live piano accompaniment for all classes and offer our students four opportunities throughout the year to perform and learn stage management.

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

With the use of these funds, BCUI will be able to continue to operate our ballet school with low-cost tuition and be able to serve the Murray community by holding 10 ballet performances (3 of which are free) for Murray residents at a low-cost admission, and free ballet clinics. This year we will produce our original ballet *The Last Unicorn*, to be performed July 19 & 20, 2024. In addition to the performances and clinics, the funds will be used to subsidize additional expenses of maintenance of the building, update the old theater lighting equipment, and refurbish costumes.

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

Our service is needed to continue upholding the traditions of the arts in Murray by teaching our youth to have an appreciation and education within the art of ballet. The arts are an integral part of our community to help us stay connected, and express and share our stories. BCUI is one of the major cornerstones of art in Murray City.

4. What specific population and age group in Murray is the program intended to serve (beneficiary population)?

BCUI programming intends to serve all ages. Our ballet classes are offered to students aged three years old to adult 70+ years. Our performances also serve as education of the arts to the public.

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

Approximately 1500 + a year (including students and performance attendees)

6. When is the program offered?

From September to August or Year round

7. What is the expected timeline for expenditure of requested funds?

June 2024 – May 2025.

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

September 2024 – August 2025.

9. Where is the program held (if different from agency location)?

The program is held at Ballet Center Utah, Inc. (4907 S Poplar Street in Murray), and the Children's Matinee within Murray Park Pavilion #5.

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

It will provide Murray residents with opportunities to experience the art of classical ballet, character and contemporary dance.

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

The appropriation benefits the community by enabling BCUI to offer high standard ballet education to all the community, while maintaining a low-cost tuition to all families. We also offer to the community free ballet clinics which include free admission to the performance attached to the clinic.

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

The appropriation does have a specific date to be used by the end of BCUI's designated season. The appropriation is included and distributed in BCUI's general operations budget.

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

The ultimate goal or benefit to the public is to provide them with an opportunity to see high quality ballet performance at an affordable price. Many families may not have the opportunity to see ballet, or have an understanding of ballet, and BCUI has the creativity to reach as many people that ordinarily may not have any knowledge about ballet.

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

Murray residents are the primary beneficiaries, however BCUI has a large following of patrons that extends throughout the Salt Lake Valley.

e. Is the benefit to Murray residents speculative?

The benefit to Murray residents is actual. We collect addresses of patrons who have attended BCUI's institution and performances and communicate directly with them about upcoming and clinics.

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

BCUI has been conducting business in Murray since 1986, and we have continued to grow our outstanding reputation and dedication to our art form. Attendance to our performances has held steady, and shown some increase in attendance over the last few performances.

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

No, the expenditure has its primary objective to operate BCUI as a non-profit organization, remaining consistent as a low-cost tuition ballet school with very high standards, and offering excellent performances for all who attend.

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

The community will be notified of the programming through our website, social media advertising, placing posters and flyers around various businesses, direct email campaigns to those who have attended performances/classes/clinics before and by participating in the Murray 4th of July Parade.

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

Eligibility for individual beneficiaries requires a tuition fee which is collected quarterly. BCUI also offers students apprenticeships to learn the art of teaching and accompanying ballet classes. Full and partial scholarships are provided for students needing financial assistance.

PROGRAM OVERSIGHT

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

Other sources of funding used for the program are Utah Arts & Museum GOS grant, private donors and tuitions paid by the students.

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

BCUI has two business managers that write checks and maintain the budget. Our Board of Directors observes the budget expenditures and balance sheet throughout the year.

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

BCUI plans to use the expense budget computer program to make all entries concerning income and expenses with detailed codes.

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

BCUI's largest financial resource is the tuition paid by the students. We rely on Utah Arts & Museum GOS grant and Murray City's generous grant each year. We do bring awareness to patrons that we are a non-profit establishment, and occasionally receive private donations.

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

BCUI's faculty consists of eight instructors of whom have been working at BCUI for 10+ years, two teaching assists and three pianists (accompanists). Each instructor works 70% of their time building towards the performance outcomes each year. The daily class instruction is focused on building on the students' education, which results in the final presentation aspect. The other 30% of time goes towards preparations of performing on stage for the annual productions.

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

The other amount of funding that will cover salaries and operational expenses for the organization is the tuitions collected from the students. BCUI also receives GOS grant from Utah Arts & Museums, and there is a small amount of money collected from selling concessions at our performances.

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

BCUI's Artistic Director, Michelle Armstrong, has been in charge of the programming since 1992. She has been responsible for the curriculum taught and the shows produced. She is currently working in the same capacity at The Salt Lake School for the Performing Arts (since 2008) developing programming for high school students desiring to dance professionally. The program has built to 280 students and continues to grow. Michelle also is faculty at Westminster University (since 2017) teaching classes for the growing dance program and developing collaborative performances for students desiring an MFA or BA in dance. Recently Michelle has been a teacher for Creative Aging program sponsored through the State of Utah, teaching ballet curriculum to people over 55 years of age.

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

These funds would assist BCUI with sustainability to continue our outstanding work with the community, by providing the free ballet clinics and programming for the youth of our Murray community. BCUI is housed in an old building (built in 1957) and repairs are frequent. Unexpected costs appear often and additional funds would be helpful to building maintenance.

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 CERTIFES 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.

Michelle Armstrong — APPLICANT SIGNATURE

April 29, 2024 — DATE

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 11 2017

BALLET CENTER UTAH INC
4872 SOUTH POPLAR ST
MURRAY, UT 84107

Employer Identification Number:
82-0883842
DLN:
17053123344007
Contact Person:
SALLY B DAVENPORT ID# 31050
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 13, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

BYLAWS FOR THE BALLET CENTRE FOUNDATION

ARTICLE I
PURPOSES

This corporation is organized as a nonprofit corporation and shall be operated exclusively for religious, educational, charitable, scientific and literary purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent Federal tax laws. The corporation is organized to receive and maintain a fund or funds of real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, shall use and apply the whole or any part of the income therefrom and the principal thereof exclusively for religious, educational, charitable, scientific, or literary purposes, either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 and its Regulations as they now exist or as they may hereafter be amended.

ARTICLE II
MEETINGS OF DIRECTORS

Section 1. Place of Meeting. Any or all meetings of the Board of Directors of this corporation may be held in or out of Utah; meetings shall be held at the office of the corporation in Utah County, Utah, unless provided otherwise in a resolution adopted by the Board.

Section 2. Method of Participation. The Board may permit any Director to attend any meeting by, or conduct the meeting through, the use of any means of communication by which all directors participating may hear each other during the meeting, and any Director so participating may vote and shall be considered present at the meeting.

Section 3. Annual Meeting of Board of Directors. An annual meeting of the Board of Directors shall be held each year during the second week of August. If for any reason the annual meeting is not held by then, the annual meeting may be called and held as a special meeting. Directors shall be notified of such meeting as dictated by Section 4, below.

Section 4. Notice of Annual Meeting. At least seven (7) days prior to the date fixed by Section 3 of this article for the holding of the annual meeting of the Board of Directors, written notice of the time and place of such meeting shall be mailed, as hereinafter provided, to each member of the Board of Directors of the corporation; but if the annual meeting is called as a special meeting, at least ten (10) days notice shall be required.

Section 5. Order of Business at Annual Meeting. The order of business at the annual meeting shall be as follows:

a. Roll call;

b. Reading notice and proof of mailing;

c. Reading of minutes of last preceding meeting;

d. Report of President;

e. Report of Secretary;

f. Report of Treasurer;

g. Election of Directors;

h. Election of Officers;

i. Transaction of other business mentioned in the notice; and

j. Adjournment.

provided, that in the absence of any objection, the presiding officer shall have the discretion to vary the order of business.

Section 6. Special Meetings of Board of Directors. Special meetings of the Board of Directors may be called by the President or any two or more Directors upon written notice thereof, signed by the President and the Secretary, who shall mail copies of such notice to the last known address of each Director in the United States at least ten (10) days in advance of the holding of such meeting. No business not mentioned in the notice shall be transacted at such meeting unless all Directors are present and agree to the transaction of such business.

Section 7. Notices of Mailing.

a. All notices required by these Bylaws shall state the authority pursuant to which they are issued (e.g., "by order of the President," or "by order of the Board of Directors") and shall bear the written, stamped, typewritten or printed signature of the Secretary. Every notice shall be deemed duly served upon deposit in the mail.

b. "Mail," and similar terms used in these bylaws, indicate deposition in the United States mail, properly addressed to the last known address of the recipient appearing upon the records of this corporation, with first-class postage prepaid or email sent to the last known email address appearing upon the records of this corporation. Likewise, registered or certified mail must be sent with the proper fee prepaid.

Section 8. Waiver of Notice. Notice of the time, place and purpose of any meeting of the Board of Directors may be waived in any form that is (1) in writing, (2) signed by the Director entitled to the notice, and (3) delivered to the corporation for filing with the corporate records. Additionally, a Director's attendance at a meeting constitutes waiver of notice unless the Director promptly objects to the meeting for lack of sufficient notice and fails to vote for or assent to actions taken at the meeting.

Section 9. Quorum of Directors. A majority of the Directors shall constitute a quorum, and shall be necessary for the transaction of business of the corporation, but a lesser number may adjourn from time to time without notice other than an announcement at the meeting. A Director may, although not present, be included in a quorum count with respect to a particular proposal

through a signed, written proxy authorizing another Director in attendance at the meeting to cast a vote as reasonably specified in the proxy.

Section 10. Voting. If a quorum is present when a vote is taken, the affirmative vote of the majority of the Directors present shall be the act of the Board of Directors, unless the Articles of Incorporation or these Bylaws require the vote of a greater number of Directors.

a. A Director of the corporation who is present at a meeting of the Board of Directors (or any committee thereof) at which action on any corporate matter is taken is deemed to have assented to the action taken unless: he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after the adjournment of the meeting. Such right to dissent is not available to a Director who voted in favor of the action taken.

Section 11. Minutes. Decisions made by the Board in a meeting that require further action shall be described in minutes taken by the Secretary.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Number and Terms of Directors. The business, property and affairs of this corporation shall be managed by a Board of Directors composed of not less than three (3) nor more than seven (7) Directors, as decided upon by the Board. Except as provided below, each Director shall have a term of office of ten (10) years (or, after the 10 year period has expired, until his or her successor is elected and qualified), or until his or her removal, death or resignation, except for Joann Kay, who shall serve indefinitely until his death or resignation. Directors may be elected for successive terms. Director Joann Kay shall serve indefinitely, unless he passes away or he resigns.

Section 2. Resignation of Directors. A Director may resign at any time by giving written notice of resignation to the corporation, effective on the date notice is submitted, or on a date specified in the notice. A position vacated by a resignation to be effective at a later date specified in the notice of resignation may be filled prior to that date according to subsection 3 below, but the new director may not take office until after that position is vacated.

Section 3. Removal of Directors. Any Director or Directors of the corporation may be removed from office, with or without cause, as decided upon by a majority of the Directors at any meeting of the Directors called for such purpose.

Section 4. Vacancies. Vacancies in the Board of Directors shall be filled by election by a majority of the remaining Directors. Each person so elected to fill a vacancy shall remain a Director until the expiration of the term of the vacated position or, if filling a vacancy created by an increase in the number of Directors, the latter of (a) the next electoral meeting, or (b) the expiration of the term designated at the creation of the position, unless removed prior to that time by action of the Board. If, because of death, resignation or any other reason, there is no longer a quorum of Directors in existence, successor Directors shall be elected by the unanimous vote of the remaining Directors.

Section 5. Action by Unanimous Written Consent. Any action to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Directors of the corporation. Such consent shall have the same force and effect as a unanimous vote by the Board.

Section 6. General Powers and Duties. The Board of Directors shall have the complete and exclusive care, custody and control of the corporation's assets and shall exercise all of the corporate powers subject to the provisions of the laws of the State of Utah, the Articles of Incorporation and the Bylaws. The entire management of the corporation, its affairs, its properties and assets, is vested exclusively in the Board of Directors. The Board has the same powers as an individual to do all things necessary or convenient to carry out its objectives and duties. The powers of the Board shall include, but are not limited to, the following:

a. To sue and be sued, complain and defend in the corporate name;

b. To enter into any and all types of agreements or contracts related to the intake, disposition, custody, and management of the properties and assets of the corporation;

c. To decide and implement decisions on contributions, payments and distributions, which may be made in cash or in kind, as well as any projects, establishment of scholarships or similar funds, or maintenance of scientific research and studies determined by the Board to be in furtherance of the pursuits and objects of this corporation.

d. To enter into contract or agreement engaging a corporate Director to receive, manage, hold, invest and disburse the assets of the corporation for the purpose of earning income (as distinguished from applying such assets to educational, charitable or similar purposes), subject to the control of the Board, whose exercise of this power is proscribed by its general powers and duties;

e. To pay salaries or other compensation to Directors and officers for personal services actually rendered by them, but such salaries or compensation shall not be in excess of a reasonable allowance for such personal services rendered by such Director and officers;

f. To cease and dissolve the corporation;

g. Notwithstanding anything herein to the contrary, it is strictly understood and agreed that the Board's powers and responsibilities shall be vested in them and shall be exercised by them strictly in a fiduciary capacity to accomplish the pursuits and objectives of this corporation, and the Board is expressly prohibited from acting in contravention or derogation of the pursuits and objectives as stipulated above.

Section 7. Standards of Conduct. Each Director shall perform her or his duties in good faith, with reasonable prudence, and in an effort to further the best interests of the corporation.

Section 8. Emergency Powers. If, due to a catastrophic event, a quorum of Directors cannot readily be obtained, the officers of the corporation present at a meeting of the Board of Directors shall be considered to be the Directors for the meeting, in order or rank and within the same rank in order of seniority, as necessary to achieve a quorum. Notice of meetings under such

emergency circumstances need be given only to those directors whom it is practicable to reach, and may be given in any practicable manner, including by radio. Actions taken by such emergency quorum shall bind the corporation, and may not be the basis for imposition of liability on any director, officer, employee or agent of the corporation on the ground that the action was not an authorized corporate action.

Section 9. Power to Appoint Officers. The Board of Directors shall elect a President, a Vice-President and any additional Vice-Presidents deemed necessary or desirable, a Secretary and a Treasurer. All officers shall be Directors and, at the option of the Board, the offices of Secretary and Treasurer may be held by one Director. Assistants to officers may be elected by the Directors and such assistants need not be Directors.

Section 10. Power to Elect Other Officers and Agents. The Board of Directors shall have power to elect such other officers and agents as the Board may deem necessary for transaction of the business of the corporation.

Section 11. Power to Fill Vacancies. The Board of Directors shall have power to fill any vacancy in any office occurring for any reason whatsoever.

Section 12. Delegation of Powers. For any reason deemed sufficient by the Board of Directors, whether occasioned by absence or otherwise, the Board may delegate all or any of the powers and duties of any officer to any other officer or Director, but no officer or Director shall execute, acknowledge or verify any instrument in more than one capacity.

Section 13. Power to Require Bonds. The Board of Directors may require any officer or agent to file with the corporation a satisfactory bond conditioned upon the faithful performance of his or her duties.

Section 14. Limitation of Liability. The liability of any member of the Board of Directors for monetary damages for any action taken or any failure to take any action as a Director is hereby limited pursuant to Utah Code § 16-6a-823.

ARTICLE IV
OFFICERS

Section 1. President. The President shall be selected by and from the membership of the Board of Directors. By each signature below, the Board of Directors hereby appoints Joann Kay to act as President until his death or resignation. The President shall be the chief executive officer of the corporation and shall preside over all meetings of the Board. The President shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board are carried into effect. The President shall be *ex officio* a member of all standing committees and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. The President may be elected for successive terms.

Section 2. Vice-President. The Vice-President shall have the same powers as vested in the President, but shall not exercise said powers unless acting under the delegation, authority or direction of the President, or in the absence or incapacity of the President. By each signature below, the Board of Directors hereby appoints Dan R. Kay to act as Vice President until his death, removal

or resignation. The Vice-President shall have such additional prerogatives and powers as are not inconsistent with the powers conferred upon the President and usually pertain to the office of Vice-President. The Vice-President may be elected for successive terms.

Section 3. Assistant Vice-Presidents. Such assistant Vice-Presidents as are Board members, in the order of their seniority, shall perform the duties and exercise the powers of the President and Vice-President during the absence or disability of the President and Vice-President. Any Assistant Vice-President may be elected for successive terms.

Section 4. Secretary. The Secretary shall attend all meetings of the Board of Directors and shall preserve in books of the corporation true minutes of the proceedings of all such meetings and a record of all actions taken by the Board. By each signature below, the Board of Directors hereby appoints [name] to act as Secretary until her death, removal or resignation. The Secretary shall safely keep in his or her custody the seal of the corporation and shall have authority to affix the same to all instruments where its use is required. The Secretary shall give all notices required by statute, bylaw or resolution and shall perform such other duties as may be delegated to the Secretary by the Officers. The Secretary may be elected for successive terms.

Section 5. Treasurer. The Treasurer shall have custody of all corporate funds and securities and shall keep in books belonging to the corporation full and accurate accounts of all receipts and disbursements; and shall deposit all moneys, securities and other valuable effects in the name of the corporation in such depositories as may be designated for that purpose by the Board of Directors. By each signature below, the Board of Directors hereby appoints [name] to act as Treasurer until her death, removal or resignation. The Treasurer shall disburse such funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall give an account of all of the transactions of the Treasurer, and of the financial condition of the corporation, to the President and Directors at the regular meetings of the Board and whenever requested by them. If required by the Board, the Treasurer shall deliver to the President of the corporation and shall keep in force a bond in form, amount and with a surety or sureties satisfactory to the Board, conditioned upon the faithful performance of the duties of the office of Treasurer, and for restoration to the corporation in case of the death, resignation, retirement or removal from office of the Treasurer of all books, papers, vouchers, money and property of whatever kind in the possession or under the control of the Treasurer which belong to the corporation. The Treasurer may be elected for successive terms.

Section 6. Assistant Secretary and Assistant Treasurer. An Assistant Secretary and an Assistant Treasurer may be appointed. The Assistant Secretary, in the absence or disability of the Secretary, shall perform the duties and exercise the powers of the Secretary. The Assistant Treasurer, in the absence of disability of the Treasurer, shall perform the duties and exercise the powers of the Treasurer. Any Assistant Secretary or any Assistant Treasurer may be elected for successive terms.

Section 7. Terms of Office. Unless otherwise decided by the Board of Directors, the terms of officers shall be as set forth above.

ARTICLE V
EXECUTION OF INSTRUMENTS

Section 1. Checks, etc. All checks, drafts and orders for payment of money shall be signed in the name of the corporation by the President, the Vice-president, the Secretary or by any officer of the corporation authorized by the Board of Directors to so act.

Section 2. Contracts, Conveyances, etc. When the execution of any contract, conveyance or other instrument has been authorized within the specifications of the authorized officers, the President and the Secretary (or other officers authorized by these Bylaws or by decision of the Board) may execute the same in the name and on behalf of this corporation and may affix the corporate seal thereto.

ARTICLE VI
LOANS

Section 1. Power of Board to Borrow Money. The Board of Directors shall have full power and authority to borrow money whenever, in the discretion of the Board, it is required in the general interests of this corporation, and in such case the Board may authorize the proper officers of this corporation to make, execute and deliver in the name and on 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 this corporation, or any part thereof, as security for such indebtedness.

Section 2. Prohibited Loans. The corporation shall make no loans to, nor guarantee the obligations of, any of its Directors or officers, or the family members or others with similarly intimate personal connections with any of the Directors or officers of the corporation.

ARTICLE VII
TAXABLE YEAR

The taxable year of the corporation shall be a calendar year beginning on the lst day of January and ending on the 31st day of January of each year.

ARTICLE VIII
CORPORATE SEAL

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed there on the name of the corporation, the state of incorporation, and the words "Corporate Seal."

ARTICLE IX
INDEMNIFICATION

The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, or employee of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes,

penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

This Article constitutes a contract between the corporation and the indemnified Officers, Directors, and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified Officer, Director, or employee under this Article shall apply to such Officer, Director, or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

ARTICLE IX
AMENDMENTS

These Bylaws may be amended or repealed by an affirmative vote of a majority of the Board of Directors at any meeting of the Board if notice of the proposed amendment or repeal is contained in the notice of the meeting; provided the Board shall not amend the Bylaws contrary to the provisions of the Articles of Incorporation or the laws of the State of Utah.

The foregoing Bylaws were adopted by unanimous consent of the Directors at a meeting held on the _____ day of October, 2015.

[SIGNATURE PAGE TO FOLLOW]

OFFICERS:

Michelle Armstrong, President

Amber Giles, Vice President

Patrick Armstrong, Secretary/Treasurer

DIRECTORS:

Susan Wright, Director

William G. Wright, Director

Ben Waller, Director

Patricia K. Fordham, Director

Jay Bollwinkle, Director

Marjorie Tuckett, Director

Penny Brousard, Director

Michelle Armstrong, Director

Amber Giles, Director

Patrick Armstrong, Director

ARTICLES OF INCORPORATION OF BALLET CENTER UTAH, INC.

We, the undersigned natural persons, all being of the age of eighteen years or more, acting as incorporators under the Utah Revised Non-Profit Corporation Act, adopt the following Articles of Incorporation for such Corporation. The Amendment was adopted by the incorporators on April 22, 2016. No Member action was required since the Company has no Members.

ARTICLE I.
NAME

The name of the non-profit corporation is and shall be "Ballet Center Utah, Inc."

ARTICLE II.
DURATION

The period of duration of this non-profit corporation is perpetual.

ARTICLE III.
PURPOSE

Said organization is organized exclusively for charitable, religious, educational and scientific purpose, including, for such purpose, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE IV.
MEMBERS/STOCK

The corporation shall not have any class of members or stock.

ARTICLE V.
BYLAWS

Provision for the regulation of the internal affairs of the corporation shall be set forth in the Bylaws.

ARTICLE VI.
DIRECTORS

The number of directors of this corporation shall be three (3), or more than three, as fixed from time to time by the Bylaws of the corporation. The number of directors constituting the present Board of Directors of the corporation is ten (10), and the names and addresses of the persons who are to serve as directors until their successors are elected and shall qualify are:

Susan Wright
4872 South Poplar Street
Murray, Utah 84107

William G. Wright
4872 South Poplar Street
Murray, Utah 84107

Ben Waller
1024 South 800 East
Salt Lake City, Utah 84105

Jay Bollwinkle
145 West 200 South
South Lake City, Utah 84101

Penny Brousaard
2949 Manor Crest Ct.
Salt Lake City, Utah 84121

Amber Giles
4342 Beechwood Road
Taylorsville, Utah 84123

Patricia K. Fordham
1045 East 5600 South
Murray, Utah 84121

Marjorie Tuckett
602 East Evesham Drive
Murray, Utah 84107

Michelle Armstrong
2065 East Eldon Way
Cottonwood Heights, Utah 84093

Patrick Armstrong
2065 East Eldon Way
Cottonwood Heights, Utah 84093

ARTICLE VII.
INCORPORATOR

The name and address of the incorporator are:

Susan Wright
4872 South Poplar Street
Murray, Utah 84107

ARTICLE VIII.
REGISTERED OFFICE AND AGENT

The registered office for the corporation shall be:

4872 South Poplar Street
Murray, Utah 84107

Such office may be changed at any time by the Board of Directors without amendment to these Articles of Incorporation.

The initial registered agent at the said address shall be:

Susan Wright

I hereby acknowledge and accept appointment as corporate registered agent

signature

ARTICLE IX.
PRINCIPAL PLACE OF BUSINESS

The principal place of business of this corporation shall be 4872 South Poplar Street, Murray, Utah 84107. The business of this corporation may be conducted in all counties of the State of Utah and in all state of the United States, and in all territories thereof, and in all foreign countries as the Board of Directors shall determine.

ARTICLE X.
DISTRIBUTIONS

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered to the corporation and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under 501(c)(3) of the Internal Revenue Code of 1954, as amended or supplemented (or the corresponding provision of any future United State Internal Revenue law), or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954, as amended or supplemented.

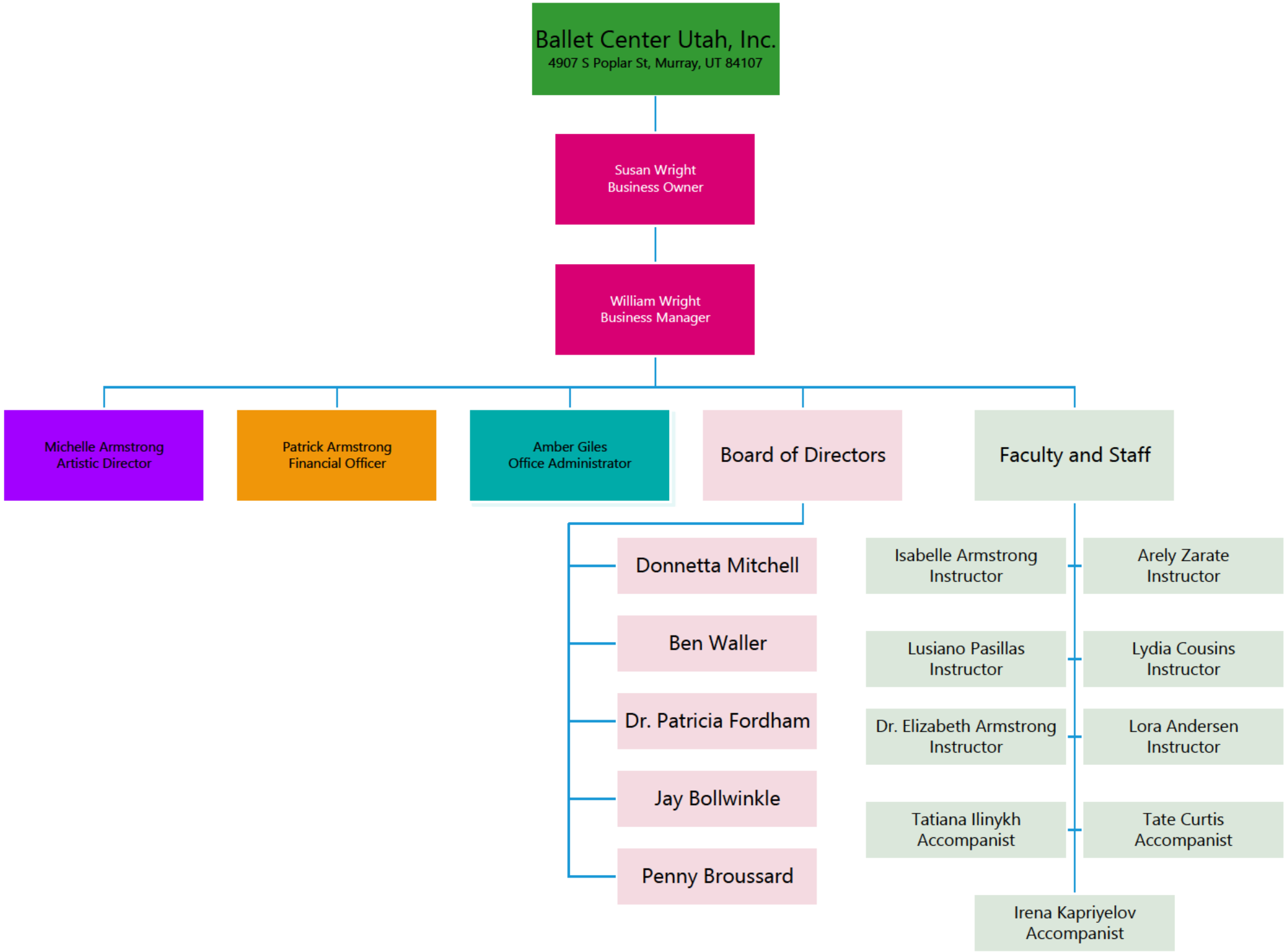
ARTICLE XI.
DISSOLUTION

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended or supplemented, or shall be distributed to the federal government or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

In witness whereof, I, Susan Wright, have executed these Articles of Incorporation in duplicate this _____ day of August, 2016.

That I am the incorporator herein; that I have read the above and foregoing Amended and Restated Articles of Incorporation; know the contents thereof and assert that the same is true to the best of my knowledge and belief, except as to matters herein alleged upon information and belief and as to those matters I believe to be true.

Susan Wright, Incorporator


Ballet Center Utah, Inc.
4907 S Poplar St, Murray, UT 84107
Susan Wright
Business Owner
William Wright
Business Manager
Michelle Armstrong
Artistic Director
Patrick Armstrong
Financial Officer
Amber Giles
Office Administrator
Board of Directors
Faculty and Staff
Donnetta Mitchell
Ben Waller
Dr. Patricia Fordham
Jay Bollwinkle
Penny Broussard
Isabelle Armstrong
Instructor
Arely Zarate
Instructor
Lusiano Pasillas
Instructor
Lydia Cousins
Instructor
Dr. Elizabeth Armstrong
Instructor
Lora Andersen
Instructor
Tatiana Ilinykh
Accompanist
Tate Curtis
Accompanist
Irena Kapriyelov
Accompanist

Existing Annual Budget		Proposed Program Budget	
	2023/2024		2024/2025
(Identify time frame)	$	(Identify time frame)	$
INCOME		**INCOME**	
Admissions	7,500	Admissions	8,000
Donations	1,000	Donations	1,500
Other Revenue		Other Revenue	
Murray Grant	3,000	Murray Grant	3,000
County (ZAP)		County (ZAP)	
State	3,000	State	3,000
Other	62,620	Other	65,650
TOTAL	**$ 77,120**	**TOTAL**	**$ 81,150**
In-kind match for City Function Up to $500		In-kind match for City Function Up to $500	
EXPENSE		**EXPENSE**	
Personnel	31,184	Personnel	32,366
Supplies	5,610	Supplies	5,621
Marketing	5,622	Marketing	5,653
Bldg Rentals	31,164	Bldg Rentals	31,433
Other(describe)		Other(describe)	
TOTAL	**$ (73,580)**	**TOTAL**	**$ (75,074)**
Cash Reserve		Cash Reserve	

If expenses exceed income, describe how expenses were covered.
Other comments:

Volunteer Agreement & Policies

Agreement ("Agreement") made _____, 2024 ("Effective Date") by and between (Volunteer, an individual with a residence at _____

("Volunteer") and Ballet Center Utah, Inc., a not-for-profit corporation with its principal place of business at 4907 South Poplar Street; Murray, Utah, 84107 ("Company") for the 2023-24 School Year.

1. SERVICES: Volunteer hereby agrees to assist teachers and students on designated date:

Dates ("Dates"):

- Friday XX/XX/2024
- 4:30-5:45pm Assisting Teachers backstage for rehearsal
- Saturday XX/XX/2024
- 6:00 – 8:30pm Assisting Teachers backstage for performance

In addition, Volunteer agrees to correspond with Ballet Center Utah, Inc. Staff regarding schedule adjustments.

2. ASSOCIATON. Volunteer is a parent or legal guardian of registered student: _(name of student)_____

Registered in class level:_____. No outsiders not registered within the Company are allowed to volunteer. Volunteer will not handle any money transactions for the Company during specified hours.

3. MEDIA. Volunteer hereby grants Company the right to film, videotape or otherwise electronically record/broadcast, or allow the filming, videotaping or electronic recording/broadcasting of Performances for any purpose including but not limited to, exploitation, marketing, performance, rehearsal, teaching, sale, lease and distribution through and by all means or technical processes now known or later devised throughout the universe.

4. RECORDING. Volunteer agrees that the taking of photography, videos, or recordings of any kind is not allowed in either rehearsal, performances, backstage areas. Volunteer is specifically prohibited from making recordings or any kind available to the general public via posting on the internet or any other means of distribution or display. If Company is fined by any third party due to a violation of this Section 4, Volunteer will reimburse Company for all associated costs.

5. CREDIT. Billing, in all promotional material will be in accordance with industry standards as below. Volunteer hereby grants to Company a non-exclusive, perpetual, worldwide right and license to use Volunteer's name, likeness, biographical data and personal characteristics in connection with Ballet and the advertisement thereof.

6. INDEPENDENT VOLUNTEER. It is further agreed that:

A. Volunteer is not an employee of Company, and nothing herein may be deemed or interpreted to create, establish, or imply any joint venture, partnership, agency or employment relationship between the parties;

B. Volunteer expressly represents and warrants to Company that Volunteer is not and will not be construed to be an employee of Company. Volunteer also agrees and understands that:

1. Volunteer's status will be that of a volunteer for which Volunteer is solely responsible for Volunteer's actions and inactions;
2. Volunteer will act solely as a volunteer, not as an employee or agent of Company; and
3. Volunteer is not authorized to enter into contracts or agreements on behalf of Company or to otherwise create obligations of Company to third parties.

C. RESPONSIBILITY FOR WORKERS' COMPENSATION. Company will not obtain Workers' Compensation insurance covering Volunteer, as a volunteer. Volunteer is solely responsible to provide all Workers' Compensation insurance that may be required for him/herself.

D. REIMBURSEMENT OF EXPENSES. Company will not be liable to Volunteer for any expenses paid or incurred by Volunteer, unless otherwise agreed to in writing.

7. CONFIDENTIALITY. Neither Company nor Volunteer will, during the course of or after the term of this agreement, disclose the terms of this agreement or any confidential information that might come into their possession arising from the project to any other person or persons, whether directly or indirectly except as and when required by law to do so.

8. MISCELLANEOUS

A. Time: Time is of the essence in performance under this Agreement.

B. Confidentiality: The terms and conditions of this Agreement are confidential and shall not be disclosed to others, except as may be necessary to enforce the terms of this Agreement, and on a need-to-know basis only.

C. Assignment: Volunteer shall not assign, delegate or transfer this Agreement or any rights hereunder in whole or in part without the prior written consent of BCUI. Any assignment, delegation or transfer in violation of this paragraph XX.D. will be null and void.

D. Choice of law: Any dispute arising under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Utah.

E. Entire Agreement: This Agreement, together with all exhibits hereto, which are incorporated herein by reference, constitutes the entire understanding among the parties relating to the subject matter hereof and supersedes all prior agreements relating thereto and may not be modified unless agreed upon by the parties in writing.

F. Waiver: The waiver of a breach of, or of a default under, any of the terms of

this Agreement shall not be construed as a waiver of any subsequent breach or default. No waiver or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

G. Force Majeure: No party to this Agreement shall be liable for failure to perform its obligations under this Agreement if such failure to perform is caused by, prevented by, or is due to, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, interruption or delay of transportation service, acts of terrorism, acts of God (including, but not limited to flood, earthquake, or other natural disaster), or any other similar but different cause beyond the control of the parties. If either party should indicate in writing to the other its desire to cancel this Agreement or a portion thereof for this reason, this Agreement to that extent shall be canceled and any financial costs or obligations incurred by either party in connection with its performance hereunder prior to such cancellation shall be borne by the party having incurred such cost or obligation.

H. Severability: In the event that any one or more of the provisions of this Agreement shall be deemed invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provisions in every other respect, and of the remaining provisions of this Agreement, shall not in any way be impaired. Any ambiguity which arises by reason of such invalidity, illegality or unenforceability shall be construed in accordance with the overall intent of the parties as exhibited by the remaining provisions of this Agreement.

I. Counterparts: This Agreement may be executed in counterparts and delivery by facsimile or by email or other customarily used technology shall be deemed binding upon the parties.

J. Captions: The captions and headings have been inserted as a convenience to the parties and shall not be construed to have any independent meaning or significance.

K. No Construction Against Drafter. If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by all of the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

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

By Volunteer:_____ Date: _____

(Printed Name)_____

Email Address_____

By Company: _____ Date: XX/XX/2024

Susan Wright, Business Manager,

Ballet Center Utah, Inc.

*Code of Conduct

Volunteers should not communicate with students via email, text messages, social networking sites or other methods at any time. Volunteers should not be alone with any one student at any time. Volunteers will remain with the populated group along with other Volunteers and Teachers in open areas, providing assistance. Any violation of this conduct can result in discipline and be reported.

Service Agreement & Policies

Agreement ("Agreement") made _____, 2024 ("Effective Date") by and between (Teacher, an individual with a residence at _____

("Teacher") and Ballet Center Utah, Inc., a not-for-profit corporation with its principal place of business at 4907 South Poplar Street; Murray, Utah, 84107 ("Company") for the 2023-24 School Year.

1. SERVICES: Teacher hereby agrees to instruct students on a schedule as follows:

Classes ("Classes"):

- Monday & Thursday
- 4:30-5:45pm Level: Basic 1
- Saturday
- 11: 15 -12:30pm Level: Contemporary

In addition, Teacher agrees to correspond with Ballet Center Utah, Inc. Staff regarding schedule adjustments.

2. COMPENSATION. For all rights and services herein, Teacher will be compensated a fee of $_____/hr.

Payable on the 5th and 20th of each month. The payments specified in this Section 2 will be made by Company check. If Teacher is ill or unable to work, they must use substitute faculty within the Company, and notify the Business Manager or Artistic Director immediately. Attendance and punctuality are expected each time Teacher appears for Classes. Teacher will take role each time the Class meets. Teacher is required to attend three mandatory faculty meetings throughout the contract year.

3. MEDIA. Teacher hereby grants Company the right to film, videotape or otherwise electronically record/broadcast, or allow the filming, videotaping or electronic recording/broadcasting of Performances for any purpose including but not limited to, exploitation, marketing, performance, rehearsal, teaching, sale, lease and distribution through and by all means or technical processes now known or later devised throughout the universe.

4. RECORDING. Teacher agrees that the taking of photography, videos, or recordings of any kind is not allowed in either rehearsal, performances, backstage areas. Teacher is specifically prohibited from making recordings or any kind available to the general public via posting on the internet or any other means of distribution or display. If Company is fined by any third party due to a violation of this Section 4, Teacher will reimburse Company for all associated costs.

5. CREDIT. Billing, in all promotional material will be in accordance with industry standards as below. Teacher hereby grants to Company a non-exclusive, perpetual, worldwide right and license to use Teacher's name, likeness, biographical data and personal characteristics in connection with Ballet and the advertisement thereof.

6. INDEPENDENT CONTRACTOR. It is further agreed that:

A. Teacher is not an employee of Company, and nothing herein may be deemed or interpreted to create, establish, or imply any joint venture, partnership, agency or employment relationship between the parties;

B. Teacher, as an independent contractor, expressly represents and warrants to Company that Teacher is not and will not be construed to be an employee of Company. Teacher also agrees and understands that:

1. Teacher's status will be that of an independent contractor for which Teacher is solely responsible for Teacher's actions and inactions;
2. Teacher will act solely as an independent contractor, not as an employee or agent of Company; and
3. Teacher is not authorized to enter into contracts or agreements on behalf of Company or to otherwise create obligations of Company to third parties.

C. NOTICE TO TEACHER ABOUT THEIR TAX DUTIES AND LIABILITIES. Teacher, as an independent contractor, understands that he/she is responsible to pay, according to law, his/her own income taxes. If Teacher is not a corporation, Teacher may be liable for self-employment (social security) tax, to be paid by Teacher according to law.

D. FEDERAL, STATE AND LOCAL PAYROLL TAXES. Neither federal, state, or local income tax nor payroll tax of any kind will be withheld or paid by Company on behalf of Teacher or Teacher's employees, if any. Teacher will not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

E. RESPONSIBILITY FOR WORKERS' COMPENSATION. Company will not obtain Workers' Compensation insurance covering Teacher, as an independent contractor, or Teacher's employees, if any. Teacher is solely responsible to provide all Workers' Compensation insurance that may be required for him/herself and her employees.

F. REIMBURSEMENT OF EXPENSES. Company will not be liable to Teacher for any expenses paid or incurred by Teacher, over and above those expressly agreed upon herein, unless otherwise agreed to in writing.

7. CONFIDENTIALITY. Neither Company nor Teacher will, during the course of or after the term of this agreement, disclose the terms of this agreement or any confidential information that might come into their possession arising from the project to any other person or persons (except to their accountants, financial advisors, and/or legal advisors), whether directly or indirectly except as and when required by law to do so.

8. MISCELLANEOUS

A. Time: Time is of the essence in performance under this Agreement.

B. Confidentiality: The terms and conditions of this Agreement are confidential

and shall not be disclosed to others, except as may be necessary to enforce the terms of this Agreement, and on a need-to-know basis only.

C. Assignment: Teacher shall not assign, delegate or transfer this Agreement or any rights hereunder in whole or in part without the prior written consent of BCUI. Any assignment, delegation or transfer in violation of this paragraph XX.D. will be null and void.

D. Choice of law: Any dispute arising under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Utah.

E. Entire Agreement: This Agreement, together with all exhibits hereto, which are incorporated herein by reference, constitutes the entire understanding among the parties relating to the subject matter hereof and supersedes all prior agreements relating thereto and may not be modified unless agreed upon by the parties in writing.

F. Waiver: The waiver of a breach of, or of a default under, any of the terms of this Agreement shall not be construed as a waiver of any subsequent breach or default. No waiver or modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

G. Force Majeure: No party to this Agreement shall be liable for failure to perform its obligations under this Agreement if such failure to perform is caused by, prevented by, or is due to, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, pandemic, interruption or delay of transportation service, acts of terrorism, acts of God (including, but not limited to flood, earthquake, or other natural disaster), or any other similar but different cause beyond the control of the parties. If either party should indicate in writing to the other its desire to cancel this Agreement or a portion thereof for this reason, this Agreement to that extent shall be canceled and any financial costs or obligations incurred by either party in connection with its performance hereunder prior to such cancellation shall be borne by the party having incurred such cost or obligation.

H. Severability: In the event that any one or more of the provisions of this Agreement shall be deemed invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provisions in every other respect, and of the remaining provisions of this Agreement, shall not in any way be impaired. Any ambiguity which arises by reason of such invalidity, illegality or unenforceability shall be construed in accordance with the overall intent of the parties as exhibited by the remaining provisions of this Agreement.

I. Counterparts: This Agreement may be executed in counterparts and delivery by facsimile or by email or other customarily used technology shall be deemed binding upon the parties.

J. Captions: The captions and headings have been inserted as a convenience to the parties and shall not be construed to have any independent meaning or significance.

K. No Construction Against Drafter. If an ambiguity or question of intent arises with respect to any provision of this Agreement, the Agreement will be construed as if drafted jointly by all of the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

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

By Teacher:_____ Date: _____

(Printed Name)_____

SSN/TIN_____

Email Address_____

By Company: _____ Date: XX/XX/2024

Susan Wright, Business Manager,

Ballet Center Utah, Inc.

*Code of Conduct

Teachers should not communicate with minor students via email, text messages, social networking sites or other methods at any time, unless it is for educational purposes and informative material needed by the student. Teachers should not be alone with any one student at any time, and remain in open areas. Any violation of this conduct can result in discipline and be reported.

Owners Ins. Co.

Issued 03-13-2024

AGENCY JENSENS INSURANCE AGENCY CORP
43-0063-00 KJ MKT TERR 076

Company Bill

POLICY NUMBER [redacted]

INSURED WRIGHT ENTERPRISES

Term 04-18-2024 to 04-18-2025

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE

Coverages Provided

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

LOCATION 0003 - BUILDING 0001

Location: 4907 S Poplar St, Murray, UT 84107

Occupied As: Property Owner

Secured Interested Parties: None

Rating Information

Territory: 186
Program: Mercantile
Protection Class: 03
Class Rate - Building: 0.182

County: Salt Lake
Construction: Masonry
Class Code: 0832
Class Rate - Pers Prop: 0.159

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			$1,038,700		
Causes of Loss					
Basic Group I	90%	$1,000		0.119	$1,236.00
Basic Group II	90%	$1,000		0.031	$322.00
Special	90%	$1,000		0.038	$395.00
Theft	90%	$1,000			Included
OPTIONAL COVERAGE					
Inflation Guard Factor Building 1.000					
Replacement Cost					
Equipment Breakdown		$1,000	See Form 54843		$51.00
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		$1,000	Incl in Bldg Limit		Included
Coverage B-Demolition		$1,000	$10,000		Included
Coverage C-Increased Cost		$1,000	$10,000		Included
PERSONAL PROPERTY			$8,100		
Causes of Loss					
Basic Group I	90%	$1,000		0.157	$13.00
Basic Group II	90%	$1,000		0.047	$4.00
Special	90%	$1,000		0.395	$32.00
Theft	90%	$1,000			Included
OPTIONAL COVERAGE					
Replacement Cost					
Inflation Guard Factor Personal Property 1.032					
Equipment Breakdown		$1,000	See Form 54843		$1.00

Owners Ins. Co.

Issued 03-13-2024

AGENCY JENSENS INSURANCE AGENCY CORP
43-0063-00 KJ MKT TERR 076

Company Bill

POLICY NUMBER [redacted]

INSURED WRIGHT ENTERPRISES

Term 04-18-2024 to 04-18-2025

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
ORDINANCE OR LAW Coverage D-Tenant's I&B		$1,000	$10,000		Included

Forms that apply to this building:

CP0127 (03-96) 54835 (07-08) IL0003 (07-02) 59350 (01-15) 64224 (01-16)
59325 (12-19) 64326 (07-19) IL0266 (07-21) CP0090 (07-88) 64000 (12-10)
64013 (12-10) 64010 (12-10) 64020 (12-10) 54843 (07-19) 64352 (12-20)
59390 (11-20)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0003 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390	$41.00
LOCATION 0003	**$2,095.00**

LOCATION 0006 - BUILDING 0001

Location: 4894 S State St, Murray, UT 84107-4844

Occupied As: Property Owner

Secured Interested Parties: None

Rating Information

Territory: 186
Program: Service
Protection Class: 03
Class Rate - Building: 0.142

County: Salt Lake
Construction: Masonry
Class Code: 0702

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
BUILDING			$1,351,100		
Causes of Loss					
Basic Group I	90%	$1,000		0.077	$1,040.00
Basic Group II	90%	$1,000		0.026	$351.00
Special	90%	$1,000		0.031	$419.00
Theft	90%	$1,000			Included
OPTIONAL COVERAGE					
Inflation Guard Factor Building 1.000					
Replacement Cost					
Equipment Breakdown		$1,000	See Form 54843		$47.00
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		$1,000	Incl in Bldg Limit		Included
Coverage B-Demolition		$1,000	$10,000		Included
Coverage C-Increased Cost		$1,000	$10,000		Included

Owners Ins. Co. Issued 03-13-2024

AGENCY JENSENS INSURANCE AGENCY CORP
43-0063-00 KJ MKT TERR 076

Company Bill **POLICY NUMBER** [redacted]

INSURED WRIGHT ENTERPRISES

Term 04-18-2024 to 04-18-2025

Forms that apply to this building:

CP0127	(03-96)	54835	(07-08)	IL0003	(07-02)	59350	(01-15)	64224	(01-16)
59325	(12-19)	64326	(07-19)	IL0266	(07-21)	CP0090	(07-88)	64000	(12-10)
64013	(12-10)	64010	(12-10)	64020	(12-10)	54843	(07-19)	64352	(12-20)
59390	(11-20)								

COMMERCIAL PROPERTY COVERAGE - LOCATION 0006 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54835, 59390	$37.00
LOCATION 0006	**$1,894.00**

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal And Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Damage to Premises Rented to You (Fire Damage)	$50,000 Any One Premises
Medical Payments	$5,000 Any One Person

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Non-Audited

Forms that apply to this coverage:

55405	(07-08)	59350	(01-15)	CG0186	(11-94)	IL0017	(11-85)	55146	(06-04)
IL0021	(07-02)	CG2106	(05-14)	CG0001	(04-13)	55513	(05-17)	CG2109	(06-15)
55029	(05-17)	CG2196	(03-05)	CG2132	(05-09)	CG2147	(12-07)	55885	(05-17)
59325	(12-19)	IL0266	(07-21)	59390	(11-20)				

LOCATION 0003 - BUILDING 0001

Location: 4907 S Poplar St, Murray, UT 84107

Territory: 002 **County:** Salt Lake

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Building Or Premises - Bank Or Office - Mercantile Or Manufacturing (Lessor's Risk Only) (For-Profit)	61212		Area	Each 1000	
		Prem/Op	3,500	25.274	$88.00
		Prod/Comp Op	3,500	2.972	$10.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0003 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	$1.00
LOCATION 0003	**$99.00**

Ballet Center Utah, Inc.™

Ballet Center Utah, Inc.

Founded 1970

Financial Request

We are asking for a financial request of $3,000.

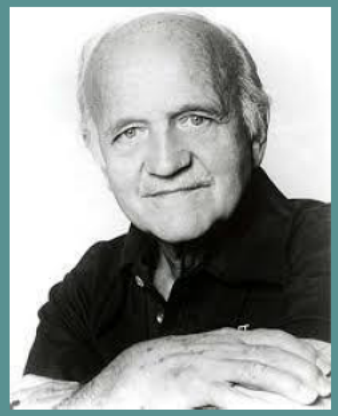
These funds will help aid in the general operating support (GOS) of performance outreach, subsidizing student tuition, roof repair, and *The Last Unicorn* production.

About Our School

- Offering ballet classes ages 3+
- Qualified teachers who studied ballet from BCUI
- All classes accompanied by pianist
- Extra classes offered: Character Class, Contemporary Class, and Adult Class
- Internships and Service Scholarships offered to students
- Performance opportunities (3+)
- Costumes provided for free by BCUI
- Summer programs offered for further training and performance opportunities

Mr. C

Co-founder



In 1986, the school was co-founded by Willam Christensen who also founded Ballet West and San Francisco Ballet

We maintain his standards of teaching and accompanied classes. We strive to continue his legacy and instill in the young a love for dance.

BCUI Commercial

Performance Intensive 2024

The Last Unicorn

- Spring Fairytale was a success!
- Record number of tickets sold
- Full school involvement
- Will return in the Summer Program

Community Involvement

Children's Matinee Performance

Life Church Performance

Honoring Outstanding Women in Society

Spring Fairytale Q & A

Community involvement cont.

Murray City 4th of July Parade

Free Ballet Clinic

The Italian Festival at Gateway

Being recognized as a participant in local community trade shows

Utah Bridal Magazine

We thank you for your continued support

Murray City's funds will greatly help sustain our school and allow more opportunities for student involvement

Ballet Center Utah, Inc. ™

MURRAY
CITY COUNCIL

Public Hearing # 5

City Council

Appropriation of Money for the Utah Farm Bureau Federation

Council Action Request

Council Meeting

Meeting Date: July 23, 2024

Department Director Jennifer Kennedy **Phone #** 801-264-2622 **Presenters** Jennifer Kennedy **Required Time for Presentation** **Is This Time Sensitive** Yes **Mayor's Approval** **Date** July 9, 2024	**Purpose of Proposal** Appropriation of Money for Corporate Purposes **Action Requested** Appropriate funds to the Utah Farm Bureau Federation **Attachments** Resolution and Application from the Utah Farm Bureau Federation **Budget Impact** $5,000 **Description of this Item** We would use the funds in two ways. One- to pay for the weekly children's activities (like produce taste-testing, crafts, etc.) specifically- paying for materials and fresh produce purchased from the farmers at the Murray Park Farmers Market. And two- by expanding the $2 vouchers to include more children who would like to participate. Currently we have only enough funding for 50 children every Saturday only. With increased funding we could include preschool-age children who attend the market on Fridays.

RESOLUTION NO. R24-__

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 Murray Park Farmers Market, Utah Farm Bureau Foundation has requested a monetary contribution in the amount of $5,000.00 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 the Finance and Administration Director (the "Study"); and

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

WHEREAS, a public hearing was held on July 23, 2024, before the Council to consider the appropriations; and

WHEREAS, after receiving public input, reviewing the Study and considering

other factors, the Council wants to make a determination regarding the appropriation to the Murray Park Farmers Market, Utah Farm Bureau Foundation.

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

1. The Study prepared by Finance and Administration Director is accepted in its entirety and incorporated as part of the record.

2. The Council finds that the following are legitimate public purposes the City wants to accomplish by appropriating money to the Murray Park Farmers Market, Utah Farm Bureau Foundation to provide for the safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the City:

   - **MURRAY PARK FARMERS MARKET, UTAH FARM BUREAU FOUNDATION.** Educates the City's younger residents about healthy foods, nutrition and farmers through activities, taste tests, and purchases. Contributes to healthier and more educated children and families. Increases access to fresh, nutritious food, encourage potential lower prices, stimulate the local economy, job creation, and promote sustainability.

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

   - 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 appropriation is 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 an appropriation in the amount of $5,000.00 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 2024.

MURRAY CITY MUNICIPAL COUNCIL

_____

Pam Cotter, Chair

ATTEST:

_____

Brooke Smith, City Recorder

MURRAY
CITY COUNCIL

Complete and return to:
Murray City Council Office
10 East 4800 South #290
Murray City, Utah 84107

Email: jkennedy@murray.utah.gov

APPLICATION FOR FUNDS

All applications must be received by April 30, 2024 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 applications will not be considered. Awards will be based on an allocated budget amount to be determined during the city's budget process. Funding is not guaranteed.

APPLICANT INFORMATION

Legal Name of Applicant/Agency: Murray Park Farmers Market, Utah Farm Bureau Federation

Applicant Website: https://www.murrayfarmersmarketut.com/

Physical Address: 296 E, Murray Park Ave

City: Murray State: Ut Zip Code: 84107

Mailing Address (if different from Physical Address):

9865 s State St

City: Sandy State: UT Zip Code: 84070

APPLICANT CONTACT INFORMATION

Name: Adelaide Corey-Disch

Email Address: adelaide.coreydisch@fbfs.com

Telephone Number: 904-412-5982

PROGRAM INFORMATION

Funding Request Amount (Maximum of $ 5,000):

Is your organization a 501(c)?

Yes X

No ____

Program is:

_X_ 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):

We are implementing a children's program for the first time at the Murray Park Farmers Market. The program, called Power of Produce (POP) Club is a farmers market-based children program (developed by the Farmers Market Coalition) that seeks to teach children about fruits and vegetables, local food systems, and healthy food preparation through fun activities. Participants engage in the full farmers market experience by trying new foods, having conversations with farmers, and buying local produce. POP participants receive $2 vouchers to spend on the fruits and vegetables of their choice at each market day they participate. These vouchers serve to empower kids, by giving them the purchasing power to buy from farmers and local vendors at the market.

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

We would use the funds in two ways. One- to pay for the weekly children's activities (like produce taste-testing, crafts, etc.) specifically- paying for materials and fresh produce purchased from the farmers at the Murray Park Farmers Market.

And two- by expanding the $2 vouchers to include more children who would like to participate. Currently we have only enough funding for 50 children every Saturday only.

With increased funding we could include preschool-age children who attend the market on Fridays.

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

The Murray Park Farmers Market provides an important source of fresh Utah-grown produce in Murray, and acts as a business incubator for local small businesses, many of which are owned by Murray residents. The market's attendees are aging however, and in order to maintain the sustainability of the market we need to engage with our family and younger consumers.

Additionally, the money that funds the voucher program would be directly reinvested into the local businesses that vend at the market- thereby keeping the investment local and supporting the success of these small businesses. The program would also be an investment in Murray's youth- providing an important resource for them to explore not only being exposed to fresh Utah-grown fruits and vegetables but also by giving them a vibrant learning opportunity on financial literacy.

4. What specific population and age group in Murray is the program intended to serve (beneficiary population)?: Families, specifically with children ages 2-15.

5. How many people are expected to be serviced with this program?: 1500+

6. When is the program offered?: Fridays and Saturdays 8 am -1pm, from July 26-October 26.

7. What is the expected timeline for expenditure of requested funds?:

Expenditures would last throughout the season, JUly 26-October 26 2024.

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

9. Where is the program held (if different from agency location)?: Murray Park

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?

Via investing in our community's youth and small buisnesses

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

No

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

Create a lifelong appreciation for our Utah farmers, ranchers and food businesses as well as for our local farmers market. Increasing consumption of local produce provides long-term benefits to the health and well being of all involved.

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

Yes.

e. Is the benefit to Murray residents speculative?

No.

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

This I don't know- although I do know that in other community's where this program has been implemented it is deeply appreciated by the community, and has very high rates of involvement.

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.):

The community will be notified by in-person marketing at the farmers market as well as via our typical marketing channels which include: the Murray City Journal, our website, and our social media. We'll also reach out to local schools to apprise them of this fun opportunity for their students.

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

Any child that wants to participate in the program will be eligible, funds permitting.

PROGRAM OVERSIGHT

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

We have received $1,000 in funding from Zion Bank, and $2,500 from Utah's Own.

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

We are a very small non-profit, our market manager reports the market's P&L directly to the CEO who answers to a Board of Directors and President.

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

The farmers market has it's own dedicated bank account used only for the market.

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

The Farm Bureau has primarily self-funded the market for the past 43 years, with a small portion of funding provided by vendors via fees.

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

This program will rely on one staff member, the farmers market manager.

We will rely heavily on volunteers to support the operating of the program.

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

n/a

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

We haven't run a similar program, however our organization has run the market for 43 years,

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

Our mission is to support the farmers and rancher of Utah. Children learning and enjoying their local food and farmers market ensure the next generation will appreciate our mission.

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.

CERTIFICATIONS

THE APPLICANT CERTIFES 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

5/2/24
DATE

IRS Department of the Treasury
Internal Revenue Service
PO BOX 9019
HOLTSVILLE NY 11742-9019

In reply refer to: 0150536351
Mar. 06, 2024 LTR 147C 0
87-0189000 000000 00
00005339
BODC: TE

UTAH FARM BUREAU FEDERATION
9865 S STATE ST
SANDY UT 84070-3205

065663

Employer identification number: 87-0189000

Dear Taxpayer:

Thank you for your inquiry of Feb. 26, 2024.

We can't reproduce the CP 575/576, Employer Identification Number (EIN) Assignment. However, this letter will serve as proof of EIN assignment verification.

Your employer identification number (EIN) is 87-0189000. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at IRS.gov/forms or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call us at 800-829-0115.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0150536351
Mar. 06, 2024 LTR 147C 0
87-0189000 000000 00
00005340

UTAH FARM BUREAU FEDERATION
9865 S STATE ST
SANDY UT 84070-3205

Sincerely yours,

Cathy M. Snider

Cathy M. Snider, Operations Mgr.
Accounts Management Op 3

Enclosures:
Copy of this letter

efile GRAPHIC print - DO NOT PROCESS | As Filed Data - | DLN: 93493271002122

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ **Go to *www.irs.gov/Form990* for instructions and the latest information.**

OMB No. 1545-0047

2020

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning 11-01-2020 , and ending 10-31-2021

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
UTAH FARM BUREAU FEDERATION

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
9865 SOUTH STATE STREET

City or town, state or province, country, and ZIP or foreign postal code
SANDY, UT 84070

D Employer identification number
87-0189000

E Telephone number
(801) 233-3008

G Gross receipts $ 4,056,352

F Name and address of principal officer:
DARREN HEDIN
9865 SOUTH STATE STREET
SANDY, UT 84070

H(a) Is this a group return for subordinates? ☐ Yes ☑ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. (see instructions)

H(c) Group exemption number ▶

I Tax-exempt status: ☐ 501(c)(3) ☑ 501(c) (5) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization: ☑ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1945

M State of legal domicile: UT

AMENDED BYLAWS

OF THE

UTAH FARM BUREAU FEDERATION

As Proposed by
the UFBF Bylaw Revision Committee
and Adopted by the House of Delegates
November 22, 2019

Definitions

1. Corporation:	The Utah Farm Bureau Federation.
2. Federation:	The Utah Farm Bureau Federation.
3. UFBF:	The Utah Farm Bureau Federation.
4. Board:	The Board of Directors of the Utah Farm Bureau Federation.
5. YF&R:	The Young Farmers and Ranchers Committee of UFBF.
6. County Farm Bureau:	The body of individuals within a county duly organized as Farm Bureau members.
7. AFBF:	American Farm Bureau Federation.
8. House of Delegates:	All Voting Delegates.
9. P&E	Promotion and Education Committee of UFBF.
10. Annual Meeting:	Regular meeting of the members of UFBF held in November or December each year.
11. Voting Delegates:	Regular members from each County Farm Bureau organization duly authorized to vote in the House of Delegates.

Bylaw No. 1
PLACE OF BUSINESS

1.1 The principal place of business of this Corporation shall be Sandy, Utah, and branch offices may be established and maintained at any place in the State of Utah.

Bylaw No. 2
PURPOSE

2.1 The purpose of UFBF is to inspire all Utah families to connect, succeed, and grow through the miracle of agriculture.

Bylaw No. 3
MEMBERSHIP

3.1 Counties. Each county with an organized County Farm Bureau consisting of at least twenty-five (25) regular members in good standing may become a member of UFBF and remain a member of UFBF as long as they comply with the provisions of the bylaws of UFBF.

3.2 Requirements. Any County Farm Bureau organization qualified to become a member of this Corporation shall accompany its application for membership with the following documents:

a. Two (2) properly executed copies of the "Memorandum of Agreement" between UFBF and the County Farm Bureau organization.

b. A certified copy of its bylaws and any amendments or revisions thereto and its Articles of Organization or Certificate of Organization.

3.3 Cancellation. Should a County Farm Bureau fail to comply with the general provisions of UFBF's bylaws, or in the event a county is found not to be complying with its own bylaws, the Board of Directors may, after reasonable investigation including a hearing held by the Board of Directors at the Corporation's principal place of business, with notice of such hearing given to the County President of said county no less than ten (10) days prior to said hearing, cause the cancellation of the county's Memorandum of Agreement with UFBF. Upon such cancellation, the county in question shall cease to be a member of UFBF and have no further rights or affiliation with UFBF.

3.4 Member Classification. Each County Farm Bureau organization shall classify its own members as either regular or associate members. Regular members shall be those generally engaged in, or supporting production agriculture, as further defined by each County Farm Bureau organization's bylaws and as defined in writing by the UFBF Board to the county organizations from time to time. Each county may further divide associate members into different classes as the county sees fit, subject to Section 3.5 next below.

3.5 Disputes. The UFBF Board shall have final say in any dispute regarding classification of a County's members, including the determination of whether a particular member qualifies as a regular member or not.

Bylaw No. 4
MEMBERSHIP FEE

4.1 Membership fee amounts shall be recommended by the UFBF Board and ratified by the House of Delegates at the Annual Meeting. Said recommendation shall provide for payment of UFBF's annual membership fee to AFBF and determine the division of fees between UFBF and each of the member County Farm Bureau organizations.

Bylaw No. 5
HOUSE OF DELEGATES

5.1 Voting Delegates & Meeting. A meeting of the House of Delegates shall be held at the UFBF Annual Meeting. All Voting Delegates as defined below, shall collectively be known as the House of Delegates. The total number of delegates in the House of Delegates shall be determined as hereinafter provided.

5.2 Composition. Each County Farm Bureau organization shall be entitled to have three (3) Voting Delegates and in addition thereto, one (1) additional Voting Delegate for each one-hundred fifty (150) regular members in the county, or major portion thereof. The Delegation from each county shall include the County President. The balance of the Delegation from each

county shall be elected for a term of (1) year by the respective County Farm Bureau organizations in a manner consistent with each county's bylaws. In addition to the above designated delegates, the UFBF Board of Directors shall be at-large voting members of the House of Delegates.

5.3 Regular Member Report. This Corporation shall report to each County Farm Bureau organization the number of regular members of record in the particular county as of August 31st each year, which shall be the basis for determining the number of members of the House of Delegates, which each County Farm Bureau organization is entitled to that year.

5.4 Delegate Report. Each County Farm Bureau organization shall, at least seven (7) days prior to the opening of each UFBF Annual Meeting, submit to the Secretary of the Corporation the names of voting delegates and any alternate delegates from said county. The Credentialing Committee may authorize additional delegate names as deemed necessary with the consent of affected County Presidents.

5.5 Quorum. A simple majority of the members of the House of Delegates constitutes a quorum. No business shall be considered by the House of Delegates at any meeting at which a quorum is not present, and the only motion which the Chair shall entertain at such meeting shall be a motion to adjourn.

5.6 Counties. Farm Bureau members in any given county shall be represented in the House of Delegates by only one (1) County Farm Bureau organization, except that members within the geographic boundaries of Box Elder county shall be represented either by the North Box Elder County Farm Bureau or the South Box Elder County Farm Bureau, each of which shall be represented in the House of Delegates on the same basis as all other county Farm Bureaus. The line dividing North and South Box Elder is bounded on the north by Deweyville, Elwood, Tremonton, Penrose, Park Valley, and Grouse Creek; and on the south by Honeyville, Bear River City, and Corinne.

5.7 Eligibility. Any regular member in good standing is eligible to be a Voting Delegate. No employee of this Corporation or any of its affiliates shall be eligible to serve as a Voting Delegate.

5.8 Majority Action. Every act or decision made by a majority of the House of Delegates at a meeting duly held at which a quorum is present is the act of body, unless these bylaws or the Utah State Code require a greater voting percentage or different voting rules.

Bylaw No. 6
BOARD OF DIRECTORS

6.1 Subject to such policies as may be adopted by the House of Delegates in regular and special meetings, the business and property of UFBF shall be controlled by a Board of Directors made up of twelve (12) members as set forth below.

6.2 One Director in Each of Seven Districts.

A. The counties in each of the seven (7) UFBF districts are as follows:

1. North Box Elder, South Box Elder, Cache, and Rich.
2. Morgan, Summit, and Weber.
3. Davis, Salt Lake, and Tooele.
4. Juab, Utah, and Wasatch.
5. Carbon, Duchesne, Emery, Grand, Daggett, San Juan, and Uintah.
6. Garfield, Piute, Sanpete, Sevier, and Wayne.
7. Beaver, Iron, Millard, Kane and Washington.

B. One director shall be elected from each of the seven (7) districts in the state as herein provided and shall serve for a term of two (2) years, and until their successors are elected and qualified. Each Board Member elected from a district shall be responsible for coordinating the business of UFBF in that district. The House of Delegates has the authority to create new districts and change the boundaries of the present districts.

6.3 President & Vice President Board Members. The President and Vice President of UFBF are voting members of the Board of Directors.

6.4 P&E, Women's & YF&R chairs Board Members. The chair of the P&E Committee, the chair of the Women's Committee, and the chair of the YF&R Committee are voting members of the Board of Directors. Their terms of office shall be two (2) years.

6.5 District Caucus. For the purpose of election of directors from the seven districts, the House of Delegates shall caucus by district and regular members shall be nominated for the position of director with one nominee selected by secret ballot by the voting delegates from each district, with odd numbered districts holding elections in even numbered years and even numbered districts holding elections in odd numbered years. This nominee shall then be presented to the House of Delegates and shall be the only nominee for election to the board of directors from that district. If a district caucus fails to nominate a person for election to the board of directors, a nominee from that district shall be selected by the House of Delegates. Final election of those nominated by the district caucus shall be by action of the House of Delegates.

6.6 Board Eligibility. Any regular member in good standing with their respective County Farm Bureau organization is eligible for the office of director of this Corporation. No employee of this Corporation or any of its affiliates, nor any insurance agent under contract with any of this Corporation's affiliates, shall be eligible to serve as a director of this Corporation.

Bylaw No. 7
REMOVAL FROM OFFICE

7.1 By Vote. Any director may be removed by a two-thirds (2/3) vote of the House of Delegates.

7.2 Vacancy. The office of any Director, who ceases to be eligible for membership on the Board, shall immediately become vacant. All board vacancies may be filled for the unexpired term by majority vote of the remaining members of the Board. Vacancies shall be filled by a regular member from the district or committee in which the vacancy occurs.

Bylaw No. 8
BOARD MEETINGS & QUORUM

8.1 Meetings. The Board of Directors shall meet as often as necessary for transaction of the business of this corporation. Board meetings may be called by the president or the secretary or upon written call of three (3) Directors.

8.2 Quorum. A simple majority of the Board constitutes a quorum. No business shall be considered by the Board at any meeting at which a quorum is not present, and the only motion which the Chair shall entertain at such meeting shall be a motion to adjourn.

8.3 Majority Action. Every act or decision made by a majority of the Board at a meeting duly held at which a quorum is present is the act of body, unless these bylaws or the Utah State Code require a greater voting percentage or different voting rules.

8.4 Notice. Notice of all meetings of the Board of Directors shall be provided to each director at least five (5) days prior to such meeting. Notice of Board meetings shall also be sent to each County President. Notice pursuant to this bylaw may be accomplished via U.S. mail postage prepaid at the recipient's last known address, by hand delivery, or by electronic means when the President/Secretary of this Corporation has on file the recipient's written consent to receive notice electronically.

Bylaw No. 9
COMPENSATION

9.1 Compensation of Directors and Officers shall be determined and set by the Board of Directors from time to time as necessary.

Bylaw No. 10
OFFICERS

10.1 The officers of this Corporation shall consist of a President, a Vice President, a Chief Executive Officer, a Secretary, and a Treasurer. The President and Vice President shall be regular members in good standing of the respective County Farm Bureau organization where they reside.

10.2 Election of President and Vice President. The President and Vice President shall be elected by secret ballot by the House of Delegates at the UFBF annual meeting and shall each serve for a term of two (2) years, and until their successors are elected and shall have qualified, with the election for vice president being held in even numbered years and the election

for president being held in odd numbered years. The President and/or Vice President may be removed by a majority vote of the House of Delegates, and upon such removal, or upon the resignation, death, removal of legal residence from the state, or upon becoming ineligible because of becoming an employee of this Corporation or any of its subsidiaries, the vacancy thereby shall be filled by the House of Delegates at a regular, or special meeting called for that purpose within sixty (60) days after the office becomes vacant.

10.3 Other Officers. The chief executive officer, secretary, and treasurer shall be appointed, and their tenure and compensation shall be fixed by the Board of Directors. The Board may appoint, compensate, and remove all officers as the Board deems necessary.

Bylaw No. 11
DUTIES OF OFFICERS

11.1 President. The President shall be the chief policy spokesman for UFBF and all non-insurance affiliates. The President shall preside at all meetings of the Board of Directors, House of Delegates, and at all meetings of the members of the Corporation. The President shall execute all contracts and agreements authorized by the Board of Directors. The President shall submit, or cause to be submitted, a report of the operations of the Corporation to each regular annual meeting for the year next preceding and shall make such recommendations as to policies and activities of the Corporation as he may deem to be in the best interests of the Corporation. The President shall perform such other duties as the Board may prescribe, consistent with the bylaws of the Corporation, or as ordinarily attached to the office of president.

11.2 Vice President. The Vice President shall perform the duties of president in the absence of the President, or in case of the President's inability to act.

11.3 CEO. The chief executive officer (CEO) of this Corporation shall be appointed by the Board of Directors for a term to be determined from time to time by the Board of Directors and shall be responsible to the Board. The CEO shall serve as the full-time salaried chief administrative officer of this Corporation and shall, under the direction of the Board of Directors, have authority to employ, supervise, and terminate such employees as are necessary to conduct the affairs of this Corporation. The CEO may serve as secretary of this Corporation and of all affiliated companies controlled by this Corporation and shall have authority and responsibility for administrative direction of the affairs of this Corporation and all affiliated companies controlled by this Corporation as hereinafter provided. The CEO may serve as treasurer of this Corporation.

11.4 Secretary. The Secretary shall make and keep all records of the Corporation, cause notice of meetings to be given, and keep a detailed record of all meetings of the Corporation and of the Board. The Secretary shall perform such other duties as the Board of Directors shall from time to time prescribe.

11.5 Treasurer. The Treasurer shall receive, and in accordance with the budget and operational plans approved by the Board of Directors, shall disburse all the funds of the corporation, and shall keep accurate and detailed records of all receipts and disbursements. The

Treasurer shall give a surety bond to the corporation in a sum at least equal to the amount of all sums and securities which may be in his custody at any one time, the cost of such bond to be paid out of the funds of the corporation. The Treasurer shall be custodian of all securities belonging to the Corporation and shall render reports of transactions by the Corporation in such manner at such times as the Board may require. The Treasurer shall perform such other duties as the Board prescribes.

Bylaw No. 12
MEMBERSHIP MEETINGS

12.1 Annual Meeting. Each year the members of this Corporation shall meet sometime during the months of November or December (the Annual Meeting), the specific date and place of each Annual Meeting to be selected by the Board of Directors. Regular and special meetings of the members may be called by the President of this Corporation or by two-thirds (2/3) vote of the Board of Directors. The Board may, by resolution, determine the manner of giving notice of membership meetings, including the Annual Meeting.

12.2 Notice. When not otherwise determined by the Board, notice of membership meetings shall be deemed to have been duly given by placing in the U.S. mail, postage prepaid, to the last known address of the member or by publishing in the official online publication of UFBF, notice of the time and place of the meeting at least ten (10) days before the meeting. Each district of UFBF shall hold a District Caucus meeting at the Annual Meeting to conduct business of the district, and notice of the Annual Meeting is deemed satisfactory notice of District Caucus meetings.

Bylaw No. 13
COMMITTEES

13.1 Standing Committees. The Promotion and Education (P&E), Women's, and Young Farmers & Ranchers (YF&R) Committees of the Utah Farm Bureau Federation shall each be recognized as, and constitute, a permanent standing committee of UFBF and shall perform and carry out their work under the supervision and direction of the Board of Directors of UFBF.

A. These standing committees shall consist of at least one person or couple (husband and wife) who qualifies as a regular member, from each of the districts. A caucus of the voting delegates of each district shall be held at the time of the Annual Meeting for the purpose of selecting the names of a couple or person to be recommended for appointment to these committees from said district. Appointments shall be for two (2) years. The Board of Directors may reject any or all of the nominations made by the district caucus and appoint any other eligible person from the district to a committee.

B. The P&E, Women's, and YF&R Committees shall conduct a committee leadership meeting at the time of the annual meeting of this Corporation for the purpose of receiving a report of the past year's activities and, every other year, to select a regular member to be nominated to the House of Delegates for appointment as chairperson of

said State committee and for election to the Board of Directors of this Corporation. Term of appointment shall be two (2) years.

C. For the purpose of selecting a regular member to be nominated to the House of Delegates for appointment as chairperson of said State committee and for election to the Board of Directors of this Corporation during the annual committee leadership meeting, each County will assign one qualified regular member to vote for said appointment.

D. The person or persons nominated as chair of the YF&R Committee shall be regular members of this corporation who meet all criteria set forth by AFBF at the time of nomination.

E. The membership of the Women's Committee shall consist of one woman who is a regular member from each of the districts that are defined in these Bylaws.

13.2 Credentialing Committee. This committee shall consist of three (3) regular members who are currently serving as either County Presidents or County Vice-Presidents in their county organization. The Credentialing Committee has the authority to carry out the duties set forth in Section 5.4 of Bylaw 5, as well as resolving questions related to delegate credentialing.

13.3 Nominating Committee. The Board of Directors of this Corporation shall appoint a Nominating Committee of not fewer than three (3) regular members from the membership of the County Farm Bureau organizations, whose duty is to submit to the House of Delegates at the Annual Meeting, the names of one (1) or more persons as nominees for each of the offices of president and vice president of this Corporation in the year that such office is up for election. The Nominating Committee shall report to the Secretary the list of nominees at least twenty-four (24) hours in advance of the voting delegate session at which such officers are to be elected and nominees shall only be accepted up until twenty-four (24) hours in advance of the session.

13.4 Resolutions Committee. Prior to the annual meeting, the President shall call the Resolutions Committee into session. The Resolutions Committee shall consist of all members of the Board of Directors of this Corporation and the Presidents of each County Farm Bureau organization affiliated with UFBF or their duly appointed representative. All members of the Resolutions Committee shall be regular members in good standing of their respective County Farm Bureau organization.

A. The Resolutions Committee shall be responsible for the preparation and presentation of the resolutions to be considered at the Annual Meeting. The Resolutions Committee shall only be required to present those resolutions which are submitted at least twenty-four (24) hours prior to the time when action shall be taken thereon. Only upon unanimous consent of the House of Delegates shall any new resolutions be considered from the floor. Final action on all resolutions shall be made by the House of Delegates at the time of the Annual Meeting. Prior to the Annual Meeting, an

invitation may be issued to representatives of appropriate organizations and other persons to appear before the Resolutions Committee to make statements regarding matters of interest.

13.5 Except as otherwise provided in Section 13.1 B, of these Bylaws, the President shall appoint the chair of all committees. The President shall be an ex-officio member of all committees. All committee members must be regular members in good standing of one of the County Farm Bureau organization members of UFBF.

13.6 Additional Appointments and Procedures. All committees shall serve at the pleasure of the Board of Directors and shall report to the Board as requested. Additional persons may be appointed to any committee by the UFBF Board as deemed prudent by the Board. Committees may create unique, written standard operating procedures to govern their committee as long as such procedures comply with these bylaws and are approved by the Board.

Bylaw No. 14
ANNUAL REPORT

14.1 The Board of Directors shall cause to be made annually to the House of Delegates at the Annual Meeting a report of the activities of the Corporation, including the financial condition of the Corporation, and the status and condition of all property, real and personal, held by the Corporation.

Bylaw No. 15
FISCAL YEAR

15.1 The fiscal year of this Corporation shall begin each November 1st and end on October 31st the following year.

Bylaw No. 16
COOPERATIVE AGREEMENTS

16.1 This Corporation may enter into cooperative agreements or other agreements deemed beneficial to the Corporation as determined by the Board.

Bylaw No. 17
AMENDMENTS TO BYLAWS

17.1 Amendments of the Bylaws. These bylaws may be amended by a unanimous affirmative vote of the duly elected Directors present at any regular or special meeting of the Board. Notice of any such amendments made by the Board of Directors shall be provided to the presidents of the County Farm Bureau organizations of UFBF not less than sixty (60) days prior to the next Annual Meeting of UFBF.

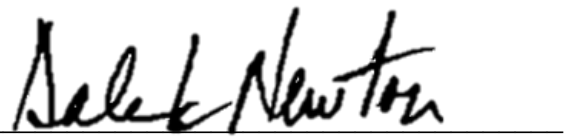
17.2 Amendments at Annual Meeting. These bylaws may be amended at any regular or special meeting of the House of Delegates by 2/3 vote of the delegates present, provided notice

to amend has been provided to the County Farm Bureau organizations sixty (60) days prior to the Annual Meeting.

Bylaw No. 18
ROBERTS RULES OF ORDER TO GOVERN

18.1 The current edition of *Robert's Rules of Order* shall govern all meetings of this Corporation not provided for otherwise; however, the then acting UFBF President shall have final say regarding the resolution of any conflicts or questions arising from such Rules.

I, Dale K. Newton, Secretary of the Utah Farm Bureau Federation, do hereby certify that the above bylaws are amended by authority of the House of Delegates meeting at the Annual Meeting of UFBF on November 22, 2019.



Dale K. Newton, Secretary

16873

16873

ARTICLES OF INCORPORATION

OF THE

UTAH STATE FARM BUREAU FEDERATION

- - - -

The following affidavit is made and filed in pursuance of the provisions of Title 18, Chapter 1 of the Compiled Laws of Utah, 1917, as amended by Chapter 14 of the Laws of Utah, 1923, and is to constitute the Articles of Incorporation of the Utah State Farm Bureau Federation, the object and purpose of the incorporators being to promote the general interest and welfare of the members, and not primarily to secure pecuniary profit. This corporation shall be composed of all County Farm Bureau Federations in the state of Utah, which county federations are in turn composed of the several local or community farm bureaus organized within their respective territories, and all members of said local or community farm bureaus shall be recognized as members of said county federations and also of this corporation.

State of Utah)
) ss.
County of Salt Lake)

We do solemnly swear that at a meeting of the members of the Utah State Farm Bureau located and residing within the state of Utah, said meeting having been held at Salt Lake City, Utah, on the 23rd day of January, 1925, upon notices to the incorporaters by publication in the Deseret News, a daily newspaper having general circulation among the residents of the State of Utah for a period exceeding fifteen days, towit, for a period of at least sixteen days; and also by posting notices for said period at the central office of said association at 302 Dooly Building, Salt Lake City, Utah, which office is the usual place of meeting of the members thereof, said notice stating the time, place and object of said meeting; and at said meeting it was decided by a majority vote of those present to incorporate said Utah State Farm Bureau as the Utah State Farm Bureau Federation, within the limits of the state of Utah with such rights and obligations as are or may be prescribed by law.

I.

The name of this corporation shall be Utah State Farm Bureau Federation.

II.

This corporation shall exist for a period of fifty years from the date of incorporation.

III.

This corporation is organized for the purpose of federating all the county farm bureau federations of the state of Utah, which several county federations are composed of the local farm bureaus within the respective territories of such county federations, their being at the present time nineteen county federations, and this corporation shall be composed of all of said county federations; and if and when a new county federation is organized, it may automatically become a part of this corporation and its members may be

members hereof. Each County Farm Bureau Federation shall be entitled to representation on the governing board of this corporation in accordance with the terms hereinafter set forth, and this corporation is established for the purpose of forming an agency through which all of such county federations may cooperate; and the object and purpose of this corporation stated in general terms is not to secure pecuniary profit, but is to promote, improve and stabilize the agricultural industry in which its members are engaged, the object of the members being to secure greater efficiency in the production, distribution and marketing of agricultural products; and it is the further purpose to engage in the study and investigation of rural conditions and the betterment and improvement of rural homes and rural life generally, and to study and investigate all social, economic and other community problems, having in view the general improvement of their community conditions and the general welfare of all persons engaged in agricultural productive enterprises; and this association shall have and may exercise all powers necessary or incidental to the carrying out of its purposes and objects; and it is especially provided that the enumeration of any specific powers, objects or purposes herein shall not be construed as a limitation or restriction upon the powers of this association.

IV.

The principal office and place of business of this corporation is Salt Lake City, Utah.

V.

The members of the governing board of this corporation shall be styled directors, and collectively shall be known as the "Board of Directors"; the number of members on said board to be fixed and determined as herein provided. The said board shall be composed of the presidents of the several county farm bureau federations, and of persons chosen upon membership basis as hereinafter provided.

There are at the present time, nineteen county presidents and in the event that other county farm bureau federations are formed and federated herewith, the number of directors shall be accordingly increased. In addition to the said county farm bureau presidents, additional directors shall be selected upon the basis of membership in the several counties, each county having in excess of 500 members to be entitled to a director for each additional 500 members or a major part thereof.

NAME	ADDRESS
C. G. Adney	Corinne, Box Elder Co., Utah.
Harry C. Parker	Wellsville, Cache Co., Utah.
Mrs. E. A. Parson	Smithfield,RFD., Cache Co., Ut.
A. W. Shiner	Price, Carbon Co., Utah.
Joseph Holbrook	Layton,RFD., Davis Co., Utah.
L. E. Potter	Myton, Duchesne Co., Utah.
Harry Beagley	Nephi, Juab Co., Utah.
Wilford Day	Parowan, Iron Co., Utah.
O. L. Robinson	Fillmore, Millard Co., Utah.
T. W. Butters	Morgan, Morgan Co., Utah.
D. B. Perkins	Monticello, San Juan Co., Ut.
Geo. B. Cox, Jr.	Manti, San Pete County, Utah.

NAME	ADDRESS
Alexander E. Lee	Murray,RFD., Salt Lake Co.,Utah.
W. D. Fitzgerald	Richfield, Sevier Co., Utah.
Geo. L. Hobson	Hoytsville, Summit Co., Utah.
J. R. Droubay	Tooele,RFD., Tooele Co., Utah.
A. Theodore Johnson	Vernal, Uintah Co., Utah.
Samuel E. Taylor	Payson, Utah Co., Utah.
Geo. A. Huntington	Charleston,RFD.,Wasatch Co.,Utah
M. P. Brown	Roy, Weber Co., Utah.

Two-fifths of the qualified members of the board of directors shall be necessary to form a quorum and to transact the business of this association.

Election to the office of president of any county farm bureau federation shall constitute an election of such person to the office of director of the Utah State Farm Bureau Federation, and in the event of any county farm bureau president vacating his office as such county president, his office as director of the Utah State Farm Bureau Federation shall thereby and thereupon become vacant.

In case the president of any one of said county federations shall be elected president of this corporation, then the duties of president of such county federation may, during his incumbency as such state president, devolve upon the vice-president of such county federation, until his successor shall be elected and qualified in the manner to be provided in the by-laws of such county federation.

VI.

The officers of this association shall be a president, a vice-president, a secretary and a treasurer, any one of whom may or may not be a director, but must be a member in good standing, and the offices of secretary and treasurer may be held by one person. The president and vice-president shall be elected by ballot at the regular annual meeting by the Board of Directors; the secretary and treasurer shall be appointed and compensation shall be provided by the executive committee which is hereinafter provided for, and until the first annual meeting the following named persons shall serve as such officers:

Ephraim Bergeson,	Cornish Utah,	President
M. P. Brown,	Roy, Utah,	Vice-President
M. S. Winder,	Salt Lake City, Utah,	Secty-Treas.

There shall be an executive committee to consist of five members, two of whom shall be the president and vice-president of the association; the other three to be elected by the Board of Directors, each to serve a term of one year and until their successors are elected and qualified; and the president and vice-president shall hold the said offices as executive committeemen during their term as president and vice-president of the association;

provided that on such executive committee both men and women may be represented. Provision shall be made in the by-laws regulating the manner of resignation, removal, filling of vacancies and other similar matters pertaining to the executive committee.

VII.

The first annual meeting of the directors of this corporation shall be held on the 20th day of January, 1920, and thereafter the annual meeting shall be held on the third Wednesday of each January and shall continue in session for as many days as shall be required for the transaction of the business of the board.

VIII.

Notices of all general and special meetings shall be given by the secretary to each and every director at least five days prior to such meeting, and in case of special meetings, the object and purpose of such meeting shall be stated in such notice and the business transacted at such special meeting shall be confined to the purposes stated. Such other meetings shall be held as may be provided by the by-laws, and a minimum number of such meetings shall be specified by the by-laws.

IX.

A general membership meeting or convention shall be held at least once in each calendar year and shall be made up of delegates or representatives of the several local bureaus of county federations, and the manner of electing such delegates or representatives, their powers, authority and duties shall be defined by the by-laws.

X.

The by-laws of this corporation shall be adopted at the first general meeting or convention of this association.

XI.

Any person, male or female, engaged in or connected with agricultural property or pursuits in the state of Utah, who shall become a member of any local farm bureau within the state, shall be recognized as a member of this corporation and shall be entitled to the privileges and advantages of such membership, and upon the failure or cessation of any of said qualifications, such membership shall cease in such local association, in the county federation and in this corporation.

XII.

This corporation is organized without capital stock and membership herein shall be evidenced by certificates of membership, which are to be issued by this organization and transmitted through the several local farm bureaus of the state of Utah, and such certificate shall entitle the member to membership in the local, the county federation and in this corporation.

XIII.

This State Farm Bureau Federation is organized in pursuance of a general plan for the organization of all producers of agricultural products within the state of Utah, there having been

heretofore organized local farm bureaus in the several communities of the state of Utah, said local farm bureaus having been federated into county farm bureaus, and the said county farm bureaus are now by these articles of incorporation federated into the Utah State Farm Bureau Federation, and each of the members of such local farm bureaus and said county farm bureau federations becomes a member of the Utah State Farm Bureau Federation in pursuance of the terms of the articles of incorporation of said local farm bureaus and said county farm bureau federations; and it is intended that the Utah State Farm Bureau Federation shall be associated with and shall cooperate with the American Farm Bureau Federation; and payment of membership fees by any member of any such local farm bureau shall entitle the member to membership in such local farm bureau and also in his respective county farm bureau federation, the Utah State Farm Bureau Federation and the American Farm Bureau Federation; and it is understood and agreed that each member of this corporation shall conform to the provisions of the articles of incorporation of this association, of his county federation, of his local bureau, and also to the rules and regulations of the American Farm Bureau Federation.

IN WITNESS WHEREOF, the undersigned Chairman and Secretary of the meeting at which the foregoing articles were adopted do hereby affix their signatures.

E. BERGESON
Chairman

M. S. WINDER
Secretary

Subscribed and sworn to before me this 23 day of February, 1925.

LAWRENCE M. ATWOOD
Notary Public, residing at
Pleasant Grove, Utah.

(seal)

My Commission Expires:

Aug. 27, 1927

STATE OF UTAH }
COUNTY OF SALT LAKE } *ss.*

I, Clarence Cowan, County Clerk in and for the County of Salt Lake in the State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original

Articles of Incorporation of

UTAH STATE FARM BUREAU FEDERATION # 10693

~~(Not for pecuniary profit)~~

as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 26th *day of* February *A. D. 192*5

CLARENCE COWAN *Clerk*

By Flora B Jones *Deputy Clerk*

STATE OF UTAH
COUNTY OF SALT LAKE } ss.

I, CLARENCE COWAN, County Clerk in and for the County of Salt Lake, State of Utah, do hereby certify that the UTAH STATE FARM BUREAU FEDERATION # 10693 *has duly filed in my office the Agreement of Incorporation, duly acknowledged, together with* ~~the oath of the incorporators and~~ *oath of office of each officer, as required by Compiled Laws of Utah, 1917.*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 26th *day of* February *192*5

CLARENCE COWAN *County Clerk*

By Flora B Jones *Deputy Clerk*

ENDORSED

****

NUMBER 10693

Articles of Incorporation of

UTAH STATE FARM BUREAU FEDERATION
(Not for pecuniary profit)

Filed in the Clerk's office,
Salt Lake County, Utah.
Feb. 26, 1925.
Clarence Cowan, County Clerk,
By Flora B.Jones, Deputy Clerk.

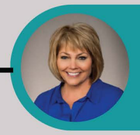
UTAH FARM BUREAU FEDERATION

Organizational Chart

Spencer Gibbons
CEO

Darren Hedin
CFO

Sadie Carroll
Accountant



Susan Furner
VP - Consumer Engagement

Hannah Haslam
Member Benefits Coordinator

Adelaide Cory-Disch
Farmers Market Manager

AJ Ferguson
VP - Farm Safety & IT

Julia Misiego
Membership Marketing Specialist

Terry Camp
VP - Public Policy

Wade Garrett
VP - Strategic Relationships

Matt Hargreaves
VP - Communications

Aubree Thomas
Comm.Coordinator - MAF Assistant

Clayton Beckstead
Field Staff Director- MAF Director

Sakia White
Regional Manager

Troy Henrie
Regional Manager

Jaron Hansen
Regional Manager

Sadie Sweat
Executive Assistant

				Occupied Stalls	Total Fees
Fees	10,560		Murray	62	7,440
Grants	8,000		South Jordan	26	3,120
Total Revenue	18,560			88	10,560
Vendor Reimbursements					
Advertising	5,411	35%			
Interns	9,439				
License & Registration	350				
Miscellaneous	450				
Total Expenses	15,650				
Net Income/(Loss)	2,910				

POWER OF PRODUCE (POP) CLUB Budget

*all costs estimated for running POP for 14 weeks with 50 kids per week

Expense Categories		Costs
Program Set-Up		
Cooler for handwashing station	$	20.00
File boxes to organize POP Passports at registration table	$	20.00
SUBTOTAL	**$**	**40.00**
POP Currency		
$2 to spend on fruits and vegetables each week for each POP participant (50/week)	$	1,400.00
Proposed expanded POP participation (50 more kids/week)	$	1,400.00
SUBTOTAL	**$**	**1,400.00**
POP Activities		
Activity 1: Vegetable Art		
Assortment of vegetables	$	75.00
Toothpicks	$	3.00
Plastic table cloth	$	5.00
Small paper plates	$	6.00
Markers	$	12.00
Activity 2: Veggie Scavenger Hunt		
Printed signs for participating vendors	$	15.00
Printed scavenger hunt lists	$	30.00
Stickers/stamps for completion	$	4.00
Activity 3: Cooking Demo		
Ingredients for recipe	$	50.00
Farmer/vendor time to lead demo	$	100.00
On-site cooking equipment rental	$	100.00
Small paper plates	$	6.00
Plastic cutlery	$	3.00
Napkins	$	2.00
Activity 4: Mystery Vegetable		
2-3 seasonal vegetables	$	30.00
Small paper plates	$	6.00
Small pieces of paper and pencils to write down vegetable guesses	$	2.00
SUBTOTAL	**$**	**449.00**
Two Bite Club (on weeks w/out other activity, 10 total)		
Produce for tasting	$	300.00
Plates/cups	$	20.00
Plastic cutlery	$	50.00
Napkins	$	50.00
SUBTOTAL	**$**	**420.00**

Program Promotion		
Flyer printing	$	60.00
Coupon printing (optional)	$	100.00
SUBTOTAL	**$**	**160.00**
Program Staff		
One intern (15/hr, 7 hrs/week, 14 weeks)		**$1,470**
SUBTOTAL		
Total	**$**	**7,808.00**

Utah Farm Bureau Federation

EMPLOYEE GUIDE

WELCOME TO FARM BUREAU

As an employee of Farm Bureau, you have become a member of a *very* important part of Utah's largest and most effective farm and ranch organization. The Utah Farm Bureau Federation was organized in 1916 to help farmers and ranchers analyze their needs and problems and to work together to address them. Farm Bureau has been helping farmers and ranchers solve problems ever since.

Farm Bureau consists of members throughout the state who voluntarily pay dues. These members determine organizational policies and elect agricultural leaders to guide us in carrying out these policies. These volunteer leaders are dedicated to the mission of Farm Bureau... without salary.

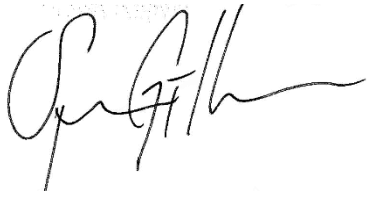
Utah Farm Bureau is a federation of county Farm Bureaus whose headquarters is located in Sandy, Utah. Farm Bureau professional staff is employed to represent members in Congress, at the state legislature, with regulatory agencies and join with other groups to protect farmers and ranchers against unwise laws while protecting America's food security. More than six million families across the nation belong to Farm Bureau.

As a member of the Farm Bureau staff, the state's farmers and ranchers trust in you to represent their adopted policies and help them produce the food and fiber for a rapidly expanding population. Whatever your job, you are a valued part of the Farm Bureau team. We need you and your best efforts to meet the needs and challenges facing Farm Bureau members. As an employee of Farm Bureau, I am confident you will give your best.

This employee guide has been prepared to help you get acquainted with Farm Bureau and to help you understand procedures and expectations. There will be questions that may arise not answered in this book. Your supervisor, department head or personnel department will always be ready to help.

Please read the employee guide carefully. We will do everything we can to help you find success and personal satisfaction at Farm Bureau. We will, of course, expect you to follow our rules of conduct, standards of dress and operating procedures.

Best wishes,



Spencer Gibbons
Chief Executive Officer
Utah Farm Bureau Federation

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POLICIES ON EMPLOYMENT PRACTICES AND CONDUCT

NOTICE OF REVISION

All policies are subject to change by Utah Farm Bureau Federation (Farm Bureau or Company) management without notice to employees. We will attempt to keep you informed of any changes that are made to the information contained here, but in all cases the policies of management that are in effect at the time will take precedence *over* what is in this manual.

EMPLOYEE CLASSIFICATION

The nature and responsibilities of the job determines employment classification as an exempt or non-exempt employee under federal guidelines. Wage-Hour provisions of the Fair Labor Standards Act (FLSA) prescribe the guidelines, which must be followed in determining employment status and maintaining employment and payroll records.

Non-exempt employees will be paid for overtime at the rate of one and one-half times the base rate for hours worked *over* 40 hours during a pay period. Exempt employees receive no additional compensation for working more than that standard workweek and are expected to work whatever hours are necessary to complete the job.

The following is an explanation of the classification system used by our Companies and its effect on compensation and benefits.

FULL-TIME

1. **Regular full-time** employees are those exempt (salaried) and non-exempt (wage/hour) who work 38 ¾ hours each week and who maintain continuous, regular employment status. They are eligible for all employee benefits according to the eligibility requirements as outlined in the various Summary Plan Descriptions.

LESS-THAN-FULL-TIME

2. **Regular high-time** employees are non-exempt (wage/hour), work a minimum of 31 hours but less than 38 ¾ hours each week and maintain regular employee status. They are eligible for all employee benefits according to the eligibility requirements as outlined in the various Summary Plan Descriptions.

3. **Regular part-time** employees are non-exempt (wage/hour) and work a maximum of 39 hours during a two-week pay period. Part-time employees are eligible for performance bonuses.

4. A **temporary** position is one that is not a regular position and is usually less than one year's duration. Temporary share in *very* few, if any, benefits.

PAY PERIODS

Pay periods for non-exempt (wage/hourly) personnel end *every* other Friday**.** Employees must record hours in Dayforce every other Friday. Supervisors will approve hours in Dayforce. Approval is then forwarded to the accounting department for processing. Employee pay will be direct-deposited to the employee's financial institution.

Before a non-exempt (wage/hour) employee may work overtime, the supervisor must approve the time. Overtime shall be paid at the rate of one and one-half times regular rate for all time worked in excess of 40 hours during the work week, Monday through Friday. For time worked between 38 ¾ and 40 hours, the regular rate will be paid.

Pay periods for exempt personnel (salaried) are paid monthly. Paychecks are distributed (direct deposit) on or around the 18th of each month.

Employees who fail to continue employment for the days of the month following the day of payroll deposit may be subject to recovery action for any pay not earned.

When payday falls on a holiday or weekend, payday will be the preceding workday.

No advance on wages or salaries will be made except in emergencies. A request must be submitted in writing through a supervisor or the personnel coordinator.

OVERTIME PAY REPORTING PROCEDURES

If an employee believes there is a discrepancy in overtime pay, they should take the following actions:

1. Report the alleged oversight immediately to their supervisor, department manager, or the personnel coordinator.
2. All reports will be handled in a timely manner. The purpose of this provision is to ensure the correct pay is provided to any employee who has worked overtime as required by the Fair Labor Standards Act (FLSA).

PAYROLL DEDUCTIONS

According to the FLSA, an exempt employee's pay **may be** reduced for the following reasons:

1. Full day absences for personal reasons, other than sickness or disability.
2. Full day absences due to sickness or disability if deductions are made under a bona fide wage replacement benefit plan. (Salary Continuance makes up the difference).
3. Disciplinary suspensions for infractions of written workplace conduct rules.
4. First or last week of employment, if the employee is paid a proportionate share of salary for time worked (a partial week's pay is pro-rated).
5. Penalties imposed in good faith for violating safety rules of 'major significance'.
6. To offset amounts received as payment of military pay.

PHONE ETIQUETTE

Telephone courtesy is important. When answering incoming calls, give the Company name, and then your own name. Change your personal voicemail greeting when you will be out of the office and when you return to the office. When answering calls, be prepared, polite, patient, personable, professional, and proactive.

Employees are reimbursed $40 each month to offset business use on personal cell phones. Complete a reimbursement request in Concur.

FIRST AID

Injuries or illness requiring first aid or medical treatment should be brought to the attention of the personnel coordinator so proper action can be taken to help. If an emergency should occur requiring an ambulance, the personnel coordinator should be contacted. If an emergency should occur in other locations, contact your supervisor and when appropriate, emergency medical personnel.

Employees are to report all work-related accidents or illnesses to the human resources manager or your supervisor as well as suggestions concerning safety and health matters.

On the first day of employment, you are asked to provide the human resources manager with the names and phone numbers of people to contact in the event of an emergency; you are responsible for keeping this information up to date.

OFFICE ATTIRE AND APPEARANCE

Office attire and appearance at Utah Farm Bureau operates under the standard of dressing appropriately to the responsibilities of the job. Please maintain an appearance that is clean, neat, moderate, and appropriate for the work to be done and reflects well on the Company. Wearing Farm Bureau branded apparel is suggested when you are working events or are meeting with industry partners and other organizations. Branded apparel helps increase awareness of Utah Farm Bureau Federation.

CONFIDENTIAL INFORMATION

Information is a critical asset for the Farm Bureau, requiring security commensurate with its value, criticality, and sensitivity. This information includes private member data, proprietary business pricing and solutions, and strategic plans for growth and change. The Company is reliant upon and entrusted with this information and is accountable for its protection. Measures must be taken to protect the Company from risks due to unauthorized information modification, destruction, or disclosure, whether accidental or intentional, and to ensure its authenticity, integrity, and availability.

In the course of your employment with the Farm Bureau, you may use or have access to personal, financial, and medical information concerning Farm Bureau members, policyholders, and applicants for insurance, as well as other employees. You may also use or have access to certain computer software or computer systems which are owned by your employer or which your employer has licensed from other companies.

All such information, software, and systems, as well as any other information which is not generally known to the public and which, if disclosed, could have a reasonable possibility of adversely affecting your employer's business or that of an affiliated company, shall be treated as CONFIDENTIAL INFORMATION.

Our Company, in many cases, is prohibited by law from using CONFIDENTIAL INFORMATION for any purpose other than the legitimate purpose for which it was obtained, or from disclosing CONFIDENTIAL INFORMATION except to those employees who may require the use of or access to such information in the performance of their jobs. As an employee, you are required to maintain the same degree of confidentiality with respect to all CONFIDENTIAL INFORMATION.

If, at any time, you have a question concerning the confidential nature or handling of any information, software, system, service, product, or anything else which you become aware of or have access to because of or arising out of your employment, please direct any such questions to your immediate supervisor.

All employees that have access to Company information, including insurance information, are responsible for understanding and complying with the applicable information security policies, standards, processes, and procedures. All employees are expected to protect all Company owned and/or managed information, · in accordance with all Company and FBL corporate policies, standards, processes, and procedures.

PRIVACY POLICY

Farm Bureau has a strong tradition of protecting the confidentiality of members' personal information. We are keenly aware of the importance of properly maintaining this personal information as we recognize that there is no quicker way to lose a member's trust than by misusing information. Our goal is to balance members' legitimate privacy concerns with their need for convenience, prompt service, and new and affordable products and services. Farm Bureau has determined that all personally identifiable information regarding a member will be treated as private information. Thus, no information about a member (including names and addresses) will be shared unless the company is allowed or required to do so under applicable laws or unless the member has authorized the Company to share the information. The only exception to this rule is if we have actual knowledge that a particular piece of information is of public record.

In most cases, Farm Bureau will share information with third parties to complete a transaction requested by the member. Other times, sharing is required by law or is necessary to prevent fraud. Medical information is *never* shared unless authorized by the member or by law. Employees who

violate this policy (or other procedures in our privacy policy) are subject to the normal disciplinary process.

In certain circumstances, members have the right to opt out of having their personal information shared. The member will fill out a form, which is contained in our privacy notice, and will mail this form back to the company. We have developed a system for keeping track of these members to help protect their privacy.

If you enter into any contract or agreement with nonaffiliated third parties, you should check to see if there would be any member information provided to the third party. If member information is provided, we must add a provision to the contract prohibiting the third party from using the information or disclosing it in any way other than as necessary to carry out the purpose for which the information is disclosed. This contract language is available from the legal department member responsible for privacy compliance.

It is vital that all employees understand the importance of adhering to the Company's privacy policy. If you have questions about whether certain information sharing is appropriate, you should first check with your supervisor. If the answer is still not clear, please check with the legal department member responsible for privacy compliance.

CORPORATE COMPLIANCE

All employees are responsible for demonstrating a high level of ethical business conduct, as well as complying with laws, regulations, and company standards and policies. Such compliance helps assure that you and the Company are protected against risks resulting from a failure to comply with ethical or legal requirements relating to your position. Employees who detect potential violations of laws, industry regulations, or company policies are encouraged to bring the situation to the attention of their supervisor or the CEO. In some situations, employees may be uncomfortable reporting the incident directly. If you find yourself in that situation, you are encouraged to submit anonymous information to the CEO related to potential violations of compliance standards or other business conduct issues.

For complaint procedures surrounding issues of employment discrimination, please see the appropriate guidelines contained herein.

ELECTRONIC COMMUNICATION SYSTEMS

Farm Bureau has established a policy regarding all electronic communication systems and all communications and stored information transmitted, received, or contained in the Company information systems; for example, but not limited to Company email and voicemail systems.

1. All electronic communication systems, stored information and all communications are the property of the Company. The primary purpose of our computers, phones, and any other electronic communications devices or systems is to expedite necessary business communications.
   Use of these systems is a privilege and may be revoked at any time. Incidental personal use of our electronic communication systems is permitted in some work areas, with supervisory discretion. However, personal use should not interfere with company operations, nor should it cause any harm or embarrassment to the Company, its employees, members, or members. Any personal use of our electronic communication systems should not interfere with job responsibilities. Management maintains the right to assess and limit or prohibit when personal

usage is excessive or detrimental to the business, and you may be disciplined according to such management interpretation.

2. All messages, images, documents, or files of any type accessed, composed, sent, or received on electronic, or voice mail systems are and will remain the property of the company. They are not the private property of any employee.
3. You are not to access, create, or transfer disruptive or offensive messages using internet access or company electronic mail or messaging systems. Any of the following will be considered disruptive and offensive: sexual material of an implicit or explicit nature, racial slurs, vulgarity, negative gender- specific comments, and any comments that offensively address a person's age, marital status, religious or political beliefs, national origin, disability (mental or physical), status as a disabled veteran or Vietnam era veteran, or any protected class status. The Company reserves the right to decide regarding the inappropriateness of any messages or materials accessed, created, or transferred through our electronic systems.
4. Internet access, company electronic mail or messaging systems shall not be used to send, upload, receive, or download copyrighted materials, trade secrets, proprietary financial information, or similar materials without the prior authorization of the company.
5. The Company reserves and will exercise the right to monitor all electronic communication systems, and all communications that are transmitted, received, or stored within the company systems, including an employee's interaction with Internet websites, and personal, password-protected, web- based accounts. Further, the contents of these systems, obtained for legitimate business purposes, may be disclosed within the Company without the permission of the employee.
6. You should not assume the confidentiality of any message or file. Such information or data can be retrieved and read, even after being deleted. In addition, the use of passwords does not guarantee confidentiality.
7. Although the Company has the right to access any electronic communication, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Any exception to this policy must have the prior approval of the CEO.
8. You may not use a code, access files or any other stored information without authorization. Further, you should not attempt to access another employee's messages without the latter's consent.
9. If you discover a violation of this policy, contact your supervisor, or the personnel coordinator.
10. If you are found in violation of this policy, you will be subject to disciplinary action up to and including termination.

SOCIAL MEDIA

We recognize that social media will be used for personal & business purposes. For either, employees are expected to use good judgment to maintain the integrity and professional image of our company, all employees & representatives, the company brand image, and its financial security. Also, the use of social media should never interfere with the effective performance of an employee's duties.

To the extent any personal online activity requires use or registration of an email address, physical address, phone, or fax, the employee should use a personal email address, personal or home address, personal phone, or personal fax, and not company-sponsored addresses, numbers, or accounts. The only exception would be professional networking sites, such as LinkedIn, where employees are expected to maintain high levels of professionalism due to the reflection on the Company.

We reserve the right to assess and issue discipline up to and including termination if we determine that an employee's social media usage, statements, communications, or depictions result or may result in damaging or negative business impact, including financial losses, the deterioration of business relationships, professional image or reputation of the company, or of any employee, agent, or other

person or entity who is representative of our company. Employees are reminded that they are individually liable for all postings and communications that they make electronically, which could include libel or personal defamation claims, as well as other legal ramifications.

POLICY REGARDING MEDIA

We have a corporate process in place that is important to follow when a reporter or media representative calls. The Utah Farm Bureau has identified designated spokespersons, and all such incoming calls are to be directed to them. This helps ensure that the right message is communicated, and the appropriate people are involved. This process provides protection for employees and the Company. It also assures that accurate and consistent information is provided to the media and helps us protect our corporate image and reputation.

Employees, other than the authorized spokespersons, should not respond to inquiries from the media until they have discussed it with these designated persons, and then only if they are asked to do so by an authorized spokesperson (CEO or Vice President of Communications) to ensure responses consistent with policy.

SOLICITATIONS

To protect employees from interference in their daily work and to maintain a productive working atmosphere, the following rules regarding solicitation and distribution of literature on company property must be followed:

- **Oral Solicitation by Employees**—Employees may not solicit membership, dues, contributions, or support for any organization or cause during "working time." "Working time" is the period during the workday when employees are performing their jobs. This includes both the employee doing the solicitation and the employee being solicited. It does not include lunch times, pre- or post-work periods or other break periods.

- **Distribution of Literature by Employees--**Employees may not distribute literature or other printed matter of any kind in work areas. However, during lunch times or other break periods, employees may distribute literature in non-working areas if that area does not become littered.

- Non-Employees. Persons not employed by the companies may not solicit or distribute literature for any purpose at any time on company property.

OPEN POSITIONS

Our Company encourages career growth and development.

To assure you have an opportunity to fairly assess a current position, as well as to assure investment in training/job orientation is not lost, there is a guideline for the time frame in which you must stay in an existing position. Exempt (salaried) employees should stay in a current position for one year; nonexempt (hourly) employees should maintain his/her position for six months before posting out. This requirement may be waived, however, with your current supervisor's approval.

If you are interested in applying for an opening, you must complete and submit an application or resume' with the personnel coordinator. The personnel coordinator will help you determine your eligibility and qualifications and will follow up with whatever action is necessary to assure that your best interests and those of the Company are served.

You'll be evaluated for the position based on the skill requirements of the position as well as your job knowledge, previous and current job performance, training, education, and experience. If you meet the opening's qualifications, your personnel file will be released to the interviewing supervisor; however, you are not guaranteed an interview. If an interview is requested, the personnel coordinator will contact you to schedule a mutually agreeable time. If you are currently on a performance deficiency, you are not eligible for consideration without your supervisor's approval.

Our Company may request an investigation of the background of any employee, candidate for promotion, or applicant for employment. These investigations will be conducted in accordance to the Fair Credit Reporting Act.

EMPLOYMENT OF RELATIVES

For purposes of these guidelines, "relatives" are considered to include your:

- Spouse, Ex-spouse, or Fiancé
- Domestic partner as provided by law
- Child
- Son- or Daughter-in-law
- Sibling
- Parent
- Grandparent
- Aunt or Uncle
- Niece or Nephew
- First Cousin
- Step or half relationships with any of the above
- Spouse's relatives, considering all the above

Relatives of current employees may be hired if the following is met:

- Relatives may not be employed where one employee supervises the other or where an employee is within the chain-of-command of a relative.
- Relatives may not directly report to the same first level management, and their work product or processes should be independent of each other.
- Employment of close relatives (first cousins or closer) of Management Team or Board members may require additional approval of Human Resources and the CEO.
- Board members and their immediate family members (as defined above) will be excluded from consideration for employment by our companies.

- If a prohibited condition is created through marriage, reorganization, or promotion, the condition will be changed by termination or transfer of one of the employees within a reasonable period.
- Any exceptions to the above must be approved by the CEO.

LEAVING THE COMPANY

We hope that your relationship with our Company is mutually satisfactory. However, circumstances may arise that require you to leave the Company.

If you resign, you should give your supervisor a minimum of two weeks advance written notice. This allows time to secure a replacement and begin training. In some situations, you may be released prior to your stated last day. If this occurs, you may receive wages in lieu of notice.

An exit interview may be scheduled and conducted to discuss employment practices and benefits upon termination.

No paid leave may be used on the final day of employment (except in the case of retirement). All company property must be returned prior to your last day of work including laptops, printers, identification cards, security cards, corporate credit cards, keys, company vehicles, equipment, study books, education materials, etc.

EQUAL EMPLOYMENT OPPORTUNITY

We are proud of our employees and the contribution of each to our success. Our continued success depends on our ability to hire qualified people and to provide each person with a challenging and positive environment in which to work. To these ends, we provide equal employment opportunity for all employees--regardless of race, color, creed, religion, national origin, sex, age, disability, marital status, status as a disabled veteran or sexual orientation. The policy of equal employment opportunity affects all employment practices including recruiting, training, compensation, promotions, transfers, terminations, layoffs, working conditions, and benefits.

HARASSMENT POLICY

Farm Bureau recognizes that discriminatory harassment based on race, sex, age, disability, religion or national origin undermines the integrity of the employment relationship. It is inconsistent with the philosophy of the Companies and with sound management practice.

Any employee who believes that he or she has been treated unfairly as the result of discriminatory harassment should immediately notify Human Resources. In all cases, reasonable measures will be taken to protect the complaining employee from any retaliatory harassing or abusive behavior.

All complaints will be investigated fully, promptly, and with documentation. Employee conduct that results in discrimination against other employees is illegal, and appropriate action will be taken, including possible termination. Confidentiality on all complaints will be maintained on a need-to-know basis.

SEXUAL HARASSMENT

Farm Bureau fully supports the rights and opportunities of all people to seek, obtain and hold employment without being subjected to harassment or discrimination of any kind in the workplace. It is the policy of Farm Bureau to provide an environment free of sexual harassment.

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964 and it is against the policies of Farm Bureau for any employee, male or female, to sexually harass another employee by:

a) Making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature as a condition of an employee's employment, or
b) Making submission to or rejection of such conduct the basis for employment decisions affecting the employee, or
c) Creating an intimidating, hostile or offensive working environment by such conduct.

Sexual harassment is unwelcome behavior that is personally offensive, that fails to respect the rights of others, that lowers morale and, therefore, interferes with our work effectiveness. Sexual harassment may take different forms. One specific form is the demand for sexual favors. Other forms of harassment include:

- Verbal — Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
- Non-Verbal — Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
- Physical — Unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault.

Sexual harassment may be overt or subtle. Some behavior which is appropriate in a social setting may not be appropriate in the workplace. But whatever form it takes, verbal, non-verbal, or physical, sexual harassment can be insulting and demeaning to the recipient and cannot be tolerated in the workplace. **Sexual harassment by any employee, manager, supervisor, or non-employee will not be tolerated.** All employees, managers, and non-supervisors alike, will be expected to comply with this policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy against sexual harassment. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination.

SEXUAL HARASSMENT COMPLAINT PROCEDURE

Any employee who believes he or she has been the subject of sexual harassment should, if possible, first confront the person committing the harassment and ask that person to stop the harassing behavior. If the harassment continues, take the following actions:

1. Report the alleged act immediately to his or her department supervisor, CEO, or personnel coordinator.
2. If a complaint involves a manager or supervisor, file the complaint directly with Human Resources.
3. All complaints will be handled in a timely and confidential manner. All information discovered by the investigation team during the complaint process will be held in confidence and released to third parties only on a need-to-know basis. The purpose of this provision is to protect the confidentiality of the employee who files a complaint, to encourage the reporting of any incidents of sexual harassment, and to protect the reputation of any employee wrongfully charged with sexual harassment.
4. Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.
5. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action designed to stop the harassment immediately and to prevent its recurrence will be taken.

Farm Bureau recognizes that the question of whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect requires a factual determination based on all facts in the matter. Given the nature of this type of discrimination, the Company recognizes also that false accusations of sexual harassment can have serious effects on innocent individuals. We trust that all employees of the Company will continue to act responsibly to establish and maintain a pleasant working environment, free of discrimination, for all. The Company encourages any employee to raise questions he or she may have regarding discrimination with their supervisor, the personnel coordinator, or the CEO.

DISABILITY POLICY

Farm Bureau recognizes the requirements of the Americans with Disabilities Act, which are designed to end the general isolation and further the employment of individuals with disabilities. The Company expects all employees to cooperate in accommodating employees with disabilities. This could mean that employees may occasionally have to assist fellow employees with disabilities in performing functions of their jobs. Such assistance would not constitute additional duties or change an accommodating employee's compensation. Rather, employees who assist fellow employees with disabilities would do so in furtherance of their civic obligation and in recognition of the express purposes of the Americans with Disabilities Act.

An employee who is a qualified individual with a disability as covered by the Americans with Disabilities Act is eligible for, upon request, reasonable accommodation as defined by the Act. The employer in its sole discretion may make reasonable and necessary accommodations which do not impose an undue hardship as defined by the ADA, including but not limited to modified work schedules, reassignment to a vacant position (with the appropriate adjustment in wage rate), restructuring of existing job duties, use of adaptive devices, and making facilities accessible provided the employee is otherwise qualified and can perform the essential functions of the job. No accommodation made under this paragraph shall be treated as precedential.

DRUG AND ALCOHOL-FREE WORKPLACE POLICY

Utah Farm Bureau has a strong commitment to provide a safe and healthy work environment. Consistent with the spirit and intent of this commitment, this drug and alcohol-free workplace policy has been established.

Employees are expected to report for work in condition to perform the duties of their jobs. While Farm Bureau does not normally intend to intrude into the private lives of its employees, it recognizes that employees' off-the-job, as well as on-the-job, involvement with alcohol and drugs can have an impact on the workplace and on company ability to accomplish its goal of an alcohol and drug free work environment. Accordingly, Farm Bureau has developed the following company policies:

1. The illegal manufacture, distribution, dispensing, use, sale and/or possession of narcotics, illegal drugs, or controlled substances while on the job or on Farm Bureau property are intolerable activities for which the employee may be subject to termination on the first offense. Any illegal drugs or controlled substances will be turned *over* to the appropriate law enforcement agency and may result in criminal prosecution.

2. Employees may not work while under the influence of illegal drugs or alcohol. Individuals who appear unfit for duty will be relieved from their job and may be subject to a physical examination, including testing for drugs and alcohol, at a designated medical facility. Refusal to comply with a physical examination may result in disciplinary action, up to and including discharge.

3. Employees are obligated to report to Human Resources any conviction of a criminal drug statute within *five* (5) calendar days of that conviction. A "conviction" is defined as a finding of guilt (including a plea of nolo contendere) or imposition of a sentence, or both, by any judicial body responsible for determining violations of the federal or state criminal drug statutes.

4. Off-the-job illegal manufacture, distribution, dispensing, use, sale and/or possession of illegal drugs could adversely affect an employee's job performance, the safety of other employees, visitors or the public, the reputation of Farm Bureau and company property and may result in disciplinary action, up to and including discharge.

5. An "illegal drug" includes any drug which is not legally obtainable in the United States, or which is legally obtainable but is being used in a manner not prescribed by a physician or intended by the manufacturer. Over-the-counter or prescription medication which is prescribed by a physician or is being used for the purpose intended by the manufacturer shall not be considered an illegal drug. Farm Bureau may require the employee to produce a physician's prescription for any such medication.

6. Employees who wish to report drug or alcohol use in violation of this policy should contact the CEO or personnel coordinator. Farm Bureau will make every effort to protect anonymity and such information will be treated in confidence.

7. Employees who voluntarily request assistance in dealing with their own drug or alcohol problem should seek appropriate assistance and notify the CEO. The company will maintain confidentiality, assist with a referral for drug or alcohol counseling and rehabilitation and employment will not be terminated if the employee is involved in a prescribed drug or alcohol counseling program and ceases any use and involvement with drugs and/or alcohol.

8. Employees that are assigned a company car or utilize a company pool car for business purposes may be subject to annual Motor Vehicle Reports (MVR) requested by the CEO. Those individuals that have an adverse MVR or are found to be in violation of this policy will be subject to discipline and/or potential driving restrictions or revocations.

TOBACCO POLICY

To protect and enhance our indoor air quality and to contribute to the health and well-being of all employees, we are a tobacco-free environment. Tobacco products are not permitted in the building or inside Company vehicles. No additional breaks are established for any employee who smokes. Failure to comply may result in disciplinary action, up to and including termination.

POLICIES ON WORKING HOURS AND TIME OFF

WORK WEEK

The basic workweek for regular employees is 38 ¾ hours Monday through Friday with 45 minutes for lunch. Temporary and regular part-time employees are assigned hours by their supervisor. Field offices may vary from this program as needed to meet the needs of Utah Farm Bureau members and to provide member services. (Benefit programs that are related to work hours for all regular employees of Company are based on the basic workday of 7 ¾ hours)

BASIC OFFICE HOURS

Exempt employees (salaried) are expected to work whatever reasonable amount of time their job responsibilities require, with less specific need for scheduled work week hours; overtime practice, etc.

ATTENDANCE GUIDELINES

All employees are expected to have reasonable, regular, and predictable attendance. In general, satisfactory attendance is 6 or fewer unscheduled absences, instances of tardiness or early departures during the past 12 months. However, circumstances may warrant disciplinary action at any time.

Unscheduled - Any absence, tardy or early departure that did not receive prior approval. Examples include illness, family emergencies, transportation emergencies, family member illness, and household emergencies.

Tardy- Arriving late or not being ready to work at the scheduled time.

Early Departure- Leaving work prior to the end of scheduled work time.

Circumstances may warrant coaching and disciplinary action prior to six (6) or fewer unscheduled absences in certain cases. Other unscheduled absences outside these general guidelines may be considered excessive, and subject the employee to coaching and discipline, up to and including termination.

~~Continuous days off for the same initial illness (i.e. influenza, injury, etc.) should generally be counted as one unscheduled absence. However, the Company reserves the right to count the absences separately at their discretion.~~

SICK OR CARING FOR AN ILL FAMILY MEMBER

Time off work to care for an ill-dependent child, spouse or parent should be requested through the employee's supervisor. Employees **will** use available sick leave. When an employee has exhausted use of personal holiday and vacation, leave will be followed by unpaid time. In the case of family member illness (max. of 6 days) employees will use available sick leave. When exhausted, employees will use personal holiday and vacation, followed by unpaid time.

HOLIDAYS

All Farm Bureau offices will be closed on the following holiday, or on the day officially celebrated for these holidays:
New Year's Day
Memorial Day
Independence Day
Pioneer Day
Labor Day
Thanksgiving Day
The day after Thanksgiving Day and Christmas Day
An extra day in conjunction with Christmas Day*

*The policy on the extra day at Christmas is as follows:

If Christmas falls on:	**The Office will be closed on:**
Saturday or Sunday	Friday and Monday
Monday or Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday or Friday	Thursday and Friday

The policy for New Year's Day, Independence Day, or Pioneer Day

Falls on a:	**The Office will be closed on:**
Saturday	Friday preceding
Sunday	Monday

VACATION

(Updated March 21, 2019)

Vacations provide an opportunity for rest and relaxation. All employees are expected to take vacations. Employees should request time off as soon as they are aware of their needs to the person to whom they

report. Every effort will be made to grant your vacation at the time you desire, subject to UFBF work requirements.

It is the policy of UFBF to provide each full-time employee with vacation time on a periodic basis. The amount of vacation to which an employee becomes entitled is determined by the employee's length of service as of January 1. For full-time employees, vacation accrues as follows:

1. During the first year of service, regular employees earn one day of vacation for each month they work, up to a maximum of 10 days for the 12-month year beginning January 1st. New employees may receive vacation credit for the first month of employment if actively employed on or before the 15th of the month. Additional vacation for regular employees is granted as of December 31 on or following the employee's anniversary of continuous employment.

2. Employees receive base vacation days on January 1 of each year based on the following schedule.

Consecutive Years of Completed Service (as of 12/31)	**Vacation Schedule**
less than 1 year	10 days
1-3 years	12 days
4 years	15 days
5 years	16 days
6 years	17 days
7 years	18 days
8 years	19 days
9 + years	20 days

3. Additionally, during health insurance open enrollment each year, up to five additional vacation days may be purchased or sold.

Regular part-time employees shall be entitled to paid vacation based upon the average number of hours normally worked, using the average hours worked per week during the preceding six months. For example, a regular part-time employee who averages 20 hours per week would earn half of what a regular full-time employee would work with the same years of service.

Employees may carry over a maximum of 15 days of vacation. Any employee with more than 15 days of accrued vacation on December 31, will lose vacation over the approved carry over amount. Vacation does not accrue between calendar years and may not be taken until it is earned. Employees are not entitled to pay in lieu of taking time off for vacation.

Any unused vacation days will be paid out upon termination of employment.

WHEN YOU ARE NOT ABLE TO WORK

If you are not able to work because of sickness or personal necessity and have not received prior approval, you must notify your supervisor of your absence no more than one-half hour after your normal starting time.

Time taken from work that is not covered by Farm Bureau's leave policies is discouraged and is taken without pay. Leave without pay is granted if its use does not create an unnecessary hardship on the department or company. Supervisory approval is required for granting full days of leave without pay.

Before leave without pay is approved, employees must use all paid time (sick/vacation/personal holiday) before unpaid, "own time", is taken.

An employee absent from work for three consecutive days without notifying their supervisor is considered to have voluntarily terminated their employment.

FUNERAL LEAVE

In the event of a death in the immediate family as defined below, regular full-time, high-time and part-time employees will be given a paid leave of absence to attend to funeral related matters. Leave is based on average hours worked during a traditional 5-day workweek, not to exceed 7 ¾ hours per day, regardless of length of service. Funeral leave shall be reported to the Personnel Office.

Relationship of Deceased to Employee	Length of Leave
Spouse, Child	Up to five (5) regular workdays
Parent of the Employee or Spouse	Up to three (3) regular workdays
Sibling of the Employee or Spouse	Up to two (2) regular workdays
Uncle, Aunt, Nephew, Niece, Grandparent, Grandchild, Child's Spouse or Sibling's Spouse (considering the Employee or Spouse)	Up to one (1) regular workday

One additional day may be granted to accommodate travel to attend the funeral of a family member (listed above) when it is held at a location more than 200 miles one way from your residence.

For the death of a relative or friend not covered by paid bereavement leave, such as a cousin or great-grandparent, you should request to use vacation or personal holiday leave.

JURY DUTY

Employees will be given a paid leave of absence (based on average hours worked during a traditional 5-day workweek, not to exceed 7 ¾ hours per day) when called to serve on a jury or subpoenaed to appear in court as a witness. Employees are to report to work on days when they are not selected to participate on jury duty or are not needed as witnesses.

This policy does not apply to personal, civil, or tort cases where you are the plaintiff, defendant, or are serving as a witness in these actions. Time off taken for these actions is without pay.

VOTING-TIME OFF

On days of a general election, employees whose working hours do not leave them three consecutive hours of time during which the polls are open will receive up to one hour off with pay to allow them to vote. Employees whose working hours leave them three consecutive hours of time during which the polls are open will not receive paid time off to vote. If you are eligible to take time off to vote and plan to vote, you should notify your supervisor.

SICK LEAVE

UFBF recognizes that employees will likely need days off from work from time to time to address their medical needs or medical needs of a dependent/family medical need. Sick leave may be used for doctor and dentist appointments of the employee or dependent/family. All permanent, full-time UFBF employees will be given six (6) days of sick leave on January 1of each year to use for such medical needs (not to be used as vacation).

Employees are encouraged to notify your supervisor about an appointment or illness as soon as is reasonably possible. If your illness exceeds past five (5) days, you may be required to provide a doctor's certificate noting the illness and approving your return to work.

Employees with excessive absences either due to their own illness or dependent/family illness may at any time be requested to provide a doctor's statement describing the condition. If you are injured on the job, please report the injury immediately to your supervisor and to the personnel coordinator.

If you receive compensation payments or other payments from any program provided in whole or in part at the expense of Farm Bureau (such as Worker's Compensation), you must endorse such compensation to your employer. Your credits will only be reduced by straight time wages paid to you during the absence less the compensation or other payments received from other illness or injury compensation programs such as Worker's Compensation.

Employees can roll over unlimited sick days. Accrued sick days will not be paid upon termination.

BUILDING CLOSING FOR INCLEMENT WEATHER

Utah Farm Bureau is a service organization. Our existence depends on meeting the needs of our members who live and work throughout the state and potentially broader. It is important to remember that inclement weather does not change the needs or expectations of our members.

When the weather or other events interfere with employees working their normal schedules, it is expected those employees will adapt as well as possible to improve and not distract from member services. Therefore, to reduce confusion, the company will not close the building in Sandy for inclement weather. Those who can make it in should and those who in their best judgment cannot make it in should wait until their way to work is passable and may work from home during the interim. We recognize there is no single rule with which to deal with all possible interruptions. Good judgment and member focus will be our guides.

What about including a virtual option here?

~~In these situations, our policy of using vacation, or if no vacation, "own time," as it applies to exempt and non-exempt employees, to cover times away from work will be followed.~~

ATTENDANCE

Employees are expected to be in attendance and prepared to commence work activities at designated work locations, on assigned days and hours.

MATERNITY & PATERNITY LEAVE

It is the policy of Utah Farm Bureau Federation [UFBF] to provide paid leave to female employees for the birth and care of children for a period of 6 to 8 weeks, depending on the health of both the mother and child. Compensation during standard maternity leave will be at 100% of the employee's base compensation level. It is the expectation of UFBF that the employee will continue, as an employee of the company, after the conclusion of the maternity leave period. (For how long?)

If additional time off is required due to medical restrictions of the mother, the employee may be granted such additional time off at a percentage of the employee's base pay level. This percentage will be negotiated on a case-by-case basis. The employee is also encouraged to utilize their accrued sick leave and/or vacation leave as needed. The accrued sick leave or vacation pay must be used prior to any supplemental leave time in addition to the standard 8 weeks. The employee is encouraged to return to work early if conditions allow.

To qualify for maternity leave benefits under this policy the employee must have been a UFBF employee for not less than one year at the time of first using the benefit. Other employee benefits, such as health, dental, vision and life insurance, will continue to be covered and paid by UFBF during the medical absence.

UFBF may also provide leave benefits for adoptive mothers and fathers, and paternity leave for new fathers, based upon certain conditions. These benefits will be negotiated separately and will be much less extensive [than maternity leave] and will generally not exceed ten paid days off [in addition to standard sick leave or vacation].

GENERAL POLICIES AND OPPORTUNITES FOR EMPLOYEES

STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY

We are proud of our employees and the contributions each make to our success. Our continued success depends on our ability to hire qualified people and to provide each person with a challenging and positive environment in which to work. To these ends, we provide equal employment opportunity for all employees -- regardless of race, color, creed, religion, national origin, sex, age, disability, marital status, or status as a disabled veteran or Vietnam era veteran. The policy of equal employment

opportunity affects all employment practices including recruiting, training, compensation, promotions, transfers, terminations, layoffs, working conditions, and benefits.

We will treat all people with whom we interact with dignity and respect.

SMOKING

To comply the Utah Indoor Clean Air laws and for health and comfort purposes, smoking is prohibited in all areas of the Farm Bureau Center, including any area closer than 25 feet from the building or as directed by state law. The Farm Bureau Center is a smoke-free environment.

BENEFITS

All permanent full-lime employees are eligible for certain benefit programs which are either paid in full by the employer or shared with the employees.

These benefits are designed to provide you and your beneficiaries and/or dependents with a measure of income security in the event of illness, accident, or death and upon retirement. Plans are sponsored by the Utah Farm Bureau Federation and Affiliated Companies located at 9865 South State Street, Sandy, Utah 84070. The plan administrators may be reached at this address. A detailed summary of each plan is given to each qualified employee.

WORKERS COMPENSATION

All employees are covered by Worker's Compensation Insurance. The law requires employers to promptly report any work-related accident or illness within seven days. Therefore, employees must report any such incident to your supervisor, division head and/or personnel coordinator without delay. Report forms are available from the personnel coordinator. There are no exceptions!

401(K) SAVINGS PLAN

Utah Farm Bureau provides a 401(K) savings plan which is federally-approved. Participation in the 401(K) savings is voluntary. Under this plan, the employee chooses among investment opportunities for his or her pretax contribution. Details of this voluntary investment savings plan may be obtained from the personnel coordinator.

EMPLOYEE DEVELOPMENT

Farm Bureau encourages all employees to continually strive to improve themselves. This policy is consistent with our general policy of providing our members with the best service possible.

EDUCATION PROGRAM

This program is to encourage all personnel to continue to improve themselves for their own welfare and that of their employer. This policy is consistent with Farm Bureau's general policy of providing our members with the best service possible.

Employees will be reimbursed 50 percent of tuition, registration fees, and books for classes that: 1) are related to the employee's Farm Bureau work assignments, and 2) will benefit the Farm Bureau by increasing the employee's knowledge, performance, and skills in those areas. Participation in the Education Program is dependent upon meeting the following criteria:

1. The individual must be employed full time by the Utah Farm Bureau for at least six months prior to seeking funding for continuing education.
2. The employee must get approval from his/her supervisor before enrolling in a class for which he/she expects to be reimbursed.
3. A reasonable period away from the office will be provided for class attendance. The employee may enroll in only one class at a time.
4. Reimbursement of tuition and books expenses is contingent upon successfully completing the class and attaining a grade of "C" or better.
5. Itemized receipts for tuition and books are required for reimbursement.

Any employee terminating within one year following the completion of any reimbursed course shall be required to repay any expenses reimbursed by the Company.

GROUP LIFE INSURANCE

Group life insurance is provided by the Company at no cost to the employee and is equal to twice your annual wage or salary. All full-time employees are included in this program after 30 days of continuous service. This benefit is provided to employees prior to the time they become eligible to participate in the retirement plan.

HEALTH AND ACCIDENT INSURANCE

A major medical health and accident insurance program is provided for full-time employees. Each employee is automatically covered on the first of the month following 30 days of employment, with the Company paying a single coverage for the employee. Family coverage is available for an additional charge.

ANNUAL MEDICAL EXAMS

We are very concerned about employee welfare and health. Studies have indicated proper preventative health measures prevent or reduce additional health costs and possible sick time.

Farm Bureau recommends each employee receive an annual exam. This is optional to the employee and is not to be viewed as mandatory or compulsory. The group health coverage provided to employees provides for an annual exam in conjunction with its preventive care provision. The Company will pay that portion of the examination cost over and above health insurance reimbursement.

The Utah Farm Bureau allows you to have your exams during regular business hours and those hours do not need to be made up.

NAME AND ADDRESS CHANGE

It is the employee's responsibility to notify your supervisor and the personnel coordinator of any changes in name, address, telephone number and number of dependents, Employee files contains your application form, W-4 tax form and other basic employee records. Changes should be recorded immediately to update your file.

DEDUCTIONS

The law requires that specified amounts be deducted from your paycheck for federal income tax, state income tax and social security. You may authorize other approved deductions for employee benefit programs.

JOB SECURITY

The Company will conduct business and plan to maximize job security. Job security is dependent upon how all employees do their respective jobs and meet the needs of Farm Bureau members.

FARM BUREAU MEMBERSHIP

All employees are invited to become members of one of the county Farm Bureau organizations. We believe that membership will pay dividends to each worker and certainly helps you feel a part of the organization.

Through membership, employees become eligible for the purchase of insurance products and to be a supporting Farm Bureau partner. Member Benefits include discounts and exclusive offers from thousands of participating businesses throughout the United States and Canada.

DISABILITY POLICY

Farm Bureau recognizes the requirements of the Americans with Disabilities Act (ADA), which are designed to end the general isolation and further the employment opportunities for individuals with disabilities. Farm Bureau expects all employees to cooperate in accommodating employees and visitors with disabilities.

Each employee must assist the Company in complying with The Americans with Disabilities Act (ADA). Quality service must be provided to all members, and we must be especially sensitive both to our members and to our employees with disabilities.

LUNCHROOM

A lunchroom is located on the first floor. There is a microwave, refrigerator, and other appliances for your convenience. Please remember that everyone has the right to a clean lunchroom facility. This can be done if everyone cooperates and practices good housekeeping.

WELLNESS

Farm Bureau embraces an employee wellness philosophy encouraging employees to become acquainted with basic aspects of total health including diet and nutrition, stress management and a personal exercise program. The Company provides a fitness facility in the Sandy office that is available to employees and immediate employee family members.

BUILDING SECURITY

The Farm Bureau Center is equipped with a silent alarm security system. It provides protection for employees, property, and content during non-working hours. Exit or entrance during non-working hours is limited to persons with entry keys registered with building security. In the event you are in the building after hours, be aware of the security system and how to arm and disarm it. If you cause a breach in the security system or cause a false alarm where law enforcement or the fire department are required to respond, you may be required to reimburse the Company for the cost of the incident. Employees are required to review and agree to employee responsibilities related to building security.

PARKING

Paved parking is provided to employees at no cost. Please park within the striped area and avoid parking at the diagonal. At times our parking areas are full. ONLY VEHICLES DISPLAYING STATE APPROVED HANDICAPPED STICKERS MAY PARK IN HANDICAP DESIGNATED SPACES. Violators may be subject to a fine, as provided by law, as well as a towing charge for removal of the vehicle at times when the parking lot is full.

A "visitors" area is provided in the front of the building. It is imperative these spaces be available for visitors. Employees parking in this area are subject to disciplinary action. Employee's free parking is a privilege, not a right.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2024

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jeremiah Johnson c/o FBL Financial Group Inc. 8133 S Redwood Rd West Jordan, UT 84088	CONTACT NAME: Jeremiah Johnson PHONE (A/C, No, Ext): (801) 282-2900 FAX (A/C, No): E-MAIL ADDRESS:
INSURED COUNTY FARM BUREAUS OF UTAH 9865 S STATE ST SANDY, UT 840703205	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Farm Bureau Property & Casualty Insurance Company — 13773 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY	[ ]	[ ]	CPP0016193	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 1000000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5000000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5000000
	OTHER:							$
	AUTOMOBILE LIABILITY	[ ]	[ ]				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR	[ ]	[ ]				EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)	[ ]	[ ]				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)

Farmer's Markets - June 15, 2024 through October 30, 2024.

CERTIFICATE HOLDER

Murray City
4646 South 500 West
Murray, UT 84123

CANCELLATION

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
Jon Swartz, Underwriting Vice President

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2024

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jeremiah Johnson c/o FBL Financial Group Inc. 8133 S Redwood Rd West Jordan, UT 84088	**CONTACT NAME:** Jeremiah Johnson **PHONE (A/C, No, Ext):** (801) 282-2900 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED COUNTY FARM BUREAUS OF UTAH 9865 S STATE ST SANDY, UT 840703205	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Farm Bureau Property & Casualty Insurance Company — 13773 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP0016193	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 1000000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5000000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5000000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						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)

Farmer's Markets - June 15, 2024 through October 30, 2024.

CERTIFICATE HOLDER

South Jordan
1600 Towne Center Dr.
South Jordan, UT 84095

CANCELLATION

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
Jon Swartz, Underwriting Vice President

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MURRAY
CITY COUNCIL

Public Hearing # 6

City Council

Appropriation of Money for Miss Murray Scholarship Organization

Council Action Request

Council Meeting

Meeting Date: July 23, 2024

Department Director Jennifer Kennedy **Phone #** 801-264-2622 **Presenters** Jennifer Kennedy **Required Time for Presentation** **Is This Time Sensitive** Yes **Mayor's Approval** **Date** July 9, 2024	**Purpose of Proposal** Appropriation of Money for Corporate Purposes **Action Requested** Appropriate funds to Miss Murray Scholarship Organization **Attachments** Resolution and Application from Miss Murray Scholarship Organization Federation **Budget Impact** $14,000 **Description of this Item** Murray Organization offers a series of workshops to teach, mentor and inspire these women to be the best versions of themselves. They learn how to: write resumes, practice interviews, present themselves with confidence, speak about causes they are passionate about, and perform under pressure. The money would be used for paying out the scholarships won by this year's winners upon the conclusion of their year of service and operational costs to hold the next competition - like renting rehearsal and performance space.

RESOLUTION NO. R24-__

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 Miss Murray Scholarship Organization has requested a monetary contribution in the amount of $14,000.00 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 in 2023 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, the study was performed pursuant to Section 10-8-2 of the Utah Code by Bonneville Research (the "Study"); and

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

WHEREAS, a public hearing was held on July 23, 2024, before the Council to consider the appropriations; and

WHEREAS, after receiving public input, reviewing the Study and considering

other factors, the Council wants to make a determination regarding the appropriation to the Miss Murray Scholarship Organization.

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.

2. The Council finds that the following are legitimate public purpose the City wants to accomplish by appropriating money to the Miss Murray Scholarship Organization to provide for the safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the City:

   - **MISS MURRAY.** Support the Miss Murray Organization's mission is to empower women to be community leaders.

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.
   - 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 appropriation is necessary and appropriate to accomplish the reasonable goals of the City in the area of economic development and in enhancing the peace, order, and comfort of City residents.

5. Based on its findings, the Council approves an appropriation in the amount of $14,000.00 to the Miss Murray Scholarship Organization 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 2024.

MURRAY CITY MUNICIPAL COUNCIL

_____

Pam Cotter, Chair

ATTEST:

_____
Brooke Smith, City Recorder

MURRAY
CITY COUNCIL

Complete and return to:
Murray City Council Office
10 East 4800 South #290
Murray City, Utah 84107

Email: jkennedy@murray.utah.gov

APPLICATION FOR FUNDS

All applications must be received by April 30, 2024 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 applications will not be considered. Awards will be based on an allocated budget amount to be determined during the city's budget process. Funding is not guaranteed.

APPLICANT INFORMATION

Legal Name of Applicant/Agency: The Miss Murray Scholarship Organization

Applicant Website: Instagram @MissMurrayOrg and @MissMurrayUT

Physical Address: 5595 Shadow Wood Dr.

City: Murray State: UT Zip Code: 84123

Mailing Address (if different from Physical Address):

Same as above

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

_X__ 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.

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

*Paying out the scholarships won by this year's winners upon the conclusion of their year of service.

*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 completely by volunteers, the Miss Murray Organization offers a series of workshops to teach, mentor and inspire these women to be the best versions of 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 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. After her passing, 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. 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?: Competition is once a year, but Miss Murray is a year round entity

7. What is the expected timeline for expenditure of requested funds?: The Miss Murray Competition is May 4, 2024 and the funding granted in October 2023 are to support that program. This 2024 funding will go towards the 2025 program at the beginning of next year and to pay out the scholarships of the 2024 Royalty after their year of service

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

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 during the summer of 2024.

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. For example: Miss Murray 2023 (Emma Robison) 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 @MissMurrayUT and @MissMurray Org. There was an article in the Murray Journal and posters/flyers were put up and around Murray High School as well as different city locations. We started a Murray's Little Miss Camp last 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.

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.

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.

This program relies on donors and sponsors to function. Everyone involved is a volunteer and we have a photographer who donated headshots. We have updated to digital programs with a QR code and also use that technology to accept donations on the night of competition.

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.

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. 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 have a spreadsheet to keep track of winnings and payouts.

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 D. Smith since 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.

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 CERTIFES 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 DATE

Article IV
Names and Addresses of Incorporators

The name(s) and address(es) of the incorporators are:

Incorporator #1
David B Winn
5882 S 900 E 200
SLC, UT 84121
David Winn (POA or AIF)
Signature

In Witness Whereof I / We have executed these Articles of Incorporation on 21 July, 2023 **and say:**

That they are all incorporators herein; that they have read the above and foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of their knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters they believe to be true.

Article V
Members

The nonprofit corporation will not have voting members

Article VI
Shares

The nonprofit corporation will not issue shares evidencing membership or interests in water or other property rights.

Article VII

Directors/Trustees/Officers

The name(s), address(es) and signature(s) of the director(s)/trustee(s)/officer(s) are:

Officer #1
Lindsey D Smith
5595 Shadowwood Dr
Murray, UT 84123
David Winn (POA or AIF)
Signature

Director #2
Lindsey D Smith
5595 Shadowwood Dr
Murray, UT 84123

David Winn (POA or AIF)
Signature

Director #3
Diane Smith
5595 Shadowwood Dr
MURRAY, UT 84123
David Winn (POA or AIF)
Signature

Trustee #4
David B Winn
5882 S 900 E 200
SLC, UT 84121
David Winn (POA or AIF)
Signature

Article VIII

The period of duration of this corporation is 50

Article IX

Principal Place of Business

The street address of the principal place of the business is:

5595 Shadowwood Dr
Murray, UT, 84123

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

Miss Murray Organizational Chart

No employees - all volunteers

Lindsey D. Smith
Executive Director

Officers:
Lindsey D. Smith
Diane Smith
David B Winn

Camilla Larsen
Judges Chair

Natalie Daniel
Judges Host

Cari Carnell
Volunteer Coordinator

2024 Volunteer List
Lindsey Ballard
Teaira Burge
Cari Carnell
Kelly Combs
Natalie Daniel
Chantryce Diehl
Soni Hirasuna
Polly Holyoak
Courtney Jacobson
Camilla Larsen
Spencer Lawson
Gary Matsuura
Carolyn/Neil Milne
Stacey Orton
Amber Robison
Lia Smith
Dede Smith
Patrice West
Morgan Workman

Miss Murray 2025 Proposed Budget

Miss Murray Scholarships:
Miss Murray: $3,000
1st Runner Up: $800
2nd Runner Up: $600
Talent Award: $250

Total Scholarship Money: $4,650

Other Miss Murray Expenses:
Crown: $203.61
Sash: $73.49
License fee: $100
Awards: $160
Programs/Design: $300
Headshots: $200
Flowers: $150
Judges Meal/Farewell Luncheon: $150
Judges Books: $140

Total Competition Costs: $1,477.10

Murray City Float:
Parade Dresses for Royalty: $600
Sashes: $119.98

Total Royalty Float Looks: $719.98

Murray's Little Miss:
Miss Utah Registration: $500
Tiara: $50
Sash: $50
White Dress/Silver Sandals: (Parent pays)

Total Murray's Little Miss Cost: $600

Murray's Little Miss Camp:
Rental Space to Host: $300
Craft Supplies: $40
Sash Craft: $45
Thank You Notes: $20

Total for Little Miss Camp: $405

Miss Utah:
Miss Utah Entry: $1975 (Includes housing/food, production, video)
2 Tickets to 4 nights of competition: $424
Final Luncheon: $55
Awards Gala: $25

Total Miss Utah Costs: $2,479

TOTAL Operational Costs: $9,926.08

Rentals from Murray for Leadership Workshops/Prep:
MHS Dance Studio Space ($50/hr)
Workshop 1: $100
Workshop 2: $200
Workshop 3: $200
Workshop 4: $200

Total Rentals: $700

Miss Murray Week Rentals/Rehearsals:
Hillcrest Junior High ($125/hr)
Tuesday Rehearsal: $375
Wednesday Tech Rehearsal: $375
Thursday Dress Rehearsal: $375
Friday Final Rehearsal: $375
Competition Day (Hillcrest Junior High from 1-10pm): $1,125
Payment of Murray City supervisor/technician: $700

Total operational cost: $4,095

Miss Utah Prep: Private residence
Miss Utah Preview: Donated dance studio

Total Annual Miss Murray Proposed Budget: **$15,126**

Unknown:
Costs associated with whoever wins Miss Murray to implement her Community Service Initiative into Murray City.

Miss Utah
Scholarship Organization, Inc.

Local and State Volunteer Code of Ethics and Standards

I, Full Name *, hereby acknowledge that I am a volunteer and/or member of a local or state committee affiliated with the Miss Utah Scholarship Organization (the "MUSO"), a licensed affiliate within the Miss America Organization (the "MAO") and/or Miss Utah's Teen Program. Given my position as a volunteer and/or member of a local or state committee, I hereby agree to be bound by and pledge that I will adhere to the following Code of Ethics and Standards (the "Code") while associated with the MUSO:

1. I understand that I am a representative of the mission and vision of the MUSO and that my actions as a volunteer and/or member of a local or state committee is reflective, not just of me, but of the entire MUSO. *

- Confirmed

2. I will maintain the highest standard of personal conduct and will conduct myself in a way that exemplifies integrity, virtue and service. I will be honest and accurate about, and respectful in, all of my dealings with the MUSO, its board members, and/or other local or state committee members, volunteers, titleholders, contestants, judges, and/or sponsors. *

- Confirmed

3. I will speak and conduct myself professionally so as not to adversely impact the MUSO, and I will treat others associated with the MUSO with professionalism, courtesy, respect, and dignity. This includes any communications made by me either in person and/or remotely through electronic means, including, but not limited to, social media sites and web-based forums, either maintained by me or another third

Confirmed

3. I will speak and conduct myself professionally so as not to adversely impact the MUSO, and I will treat others associated with the MUSO with professionalism, courtesy, respect, and dignity. This includes any communications made by me either in person and/or remotely through electronic means, including, but not limited to, social media sites and web-based forums, either maintained by me or another third party. *

Confirmed

4. I understand my responsibility to uphold and adhere to all rules and regulations from time-to-time established by the MAO and/or the MUSO. *

Confirmed

5. I will not participate in, and will discourage others from participating in, communications that are disrespectful of the MAO, and/or the MUSO, its board members, and/or other local or state committee members, volunteers, titleholders, contestants, judges, and/or sponsors. This includes communications made either in-person, via telephone, text message, email, social media sites and/or web-based forums. *

Confirmed

6. I acknowledge that it is important that I am an individual of good moral character and judgment, and I will immediately notify the MUSO of any pending criminal charges against me. *

Confirmed

7. I will strive for excellence in all my activities within the MUSO, including, but not limited to, within state and/or local committee activities. *

Confirmed

8. I will maintain any confidential or privileged information entrusted or known to me by virtue of my position, either about the MAO and/or MUSO, its board members, and/or local or state committee members, volunteers, titleholders, contestants, judges and/or sponsors. Confidential and/or privileged information is information that has been communicated to me privately and is not known to the general public and/or which the individual communicating it to me has otherwise requested that I keep private. *

Confirmed

9. I will accept the outcome of any competition with grace, dignity, and class. I will

Confirmed

9. I will accept the outcome of any competition with grace, dignity, and class. I will not speculate on fairness and/or accuracy of the results, nor make any statements which cause others to speculate on the fairness and/or accuracy of the results. If I have a genuine concern regarding the fairness and/or accuracy of the results, I will immediately, and privately, direct them to either the MUSO judges chair and/or the local competition judges chair. *

Confirmed

10. I will utilize appropriate channels set forth by MUSO, including, but not limited to, communicating with directors, field directors and/or board members about any concerns, comments, questions, frustrations, speculations, rumors, and/or issues in attempts to resolve any of the foregoing, and further facilitate appropriate and ethical actions within the MUSO, on both the state and local level. *

Confirmed

11. I will cooperate with reasonable requests made by the MUSO state and/or local committee members, for the advancement of the MUSO and the MAO. *

Confirmed

12. I will create and maintain an environment at all levels of the MUSO so as to support the reality and perception that each and every contestant in the MUSO is guaranteed a fair, safe, objective, and unbiased opportunity to compete for scholarships and the opportunity to represent Utah on the state and/or local level. I will refrain from developing a relationship with contestants that would be perceived as more personal than professional. This may include not commenting on contestants who are currently competing within the MUSO's social media posts, coaching and/or mentoring them, and/or meeting with them privately in preparation for the competition in which I hold a leadership role. I will use my best judgment regarding which of these activities may be appropriate, and will, at the request of the MUSO, terminate any conduct which in the sole determination of the MUSO creates a perception of favoritism or bias toward a particular contestant. *

Confirmed

13. I will support and facilitate an environment at all levels of the MUSO to ensure that no contestant or volunteer is subjected to any form (e.g., verbal, mental, physical, etc.), of abuse, harassment, and/or bullying. *

Confirmed

14. If I serve as a state volunteer within the MUSO, or if I serve as a director or judges chair of any local competition, I agree not to participate, in any capacity, with any other competition of [redacted]m. Similar nature is

14. If I serve as a state volunteer within the MUSO, or if I serve as a director or judges chair of any local competition, I agree not to participate, in any capacity, with any other competition of a similar nature to the MAO program. Similar nature is defined as programs in which a participant advances to a regional, national, or international competition(s) by winning local and/or state competition(s) and is awarded a title or crown. MUSO volunteers are allowed to participate in local/state fairs, festivals, or school events that may award titles but do not advance to another level of competition. *

- [ ] Confirmed

15. I will perform all duties in a dignified and professional manner, and use my best efforts to be sensitive to the feelings and impressions of the young women who participate in the MUSO. This includes, but is not limited to, social media sites and other similar web-based forums and inflammatory conversations among organization members. I understand that web-based forums that claim to be “anonymous” are not truly anonymous, and all IP addresses are saved and trackable. *

- [ ] Confirmed

16. I will refrain from presenting myself as an agent or individual designated to speak on behalf of, or bind, the MUSO without the express written consent of the MUSO executive director(s). *

- [ ] Confirmed

17. I understand and acknowledge that failure to adhere to each and every requirement set forth in this Code may result in my being asked by the MUSO to discontinue working with and/or volunteering with the MUSO and/or its affiliated local competitions. *

- [ ] Confirmed

This Code has been adopted to promote and maintain the highest standard of service and personal conduct amongst its volunteers and local and state committee members. Adherence to the standards set forth in this Code is required and serves to assure public confidence in the integrity of the Miss Utah Scholarship Organization.

Name *

First Name

Last Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/21/2024

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 5101 S. Nevada Ave Suite 110 Sioux Falls SD 57108	**CONTACT NAME:** Denise Allex **PHONE (A/C, No, Ext):** 605-275-1954 **FAX (A/C, No):** **E-MAIL ADDRESS:** denise_allex@ajg.com
INSURED MISSAME-03 Miss America State and Local Competitions - SD Policy 46-283 Heeia Street Kaneohe HI 96744	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Markel American Insurance Company / 28932 **INSURER B :** Markel American Insurance 3 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 995873505 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			MKP0000500771000	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ Excluded $ 1,000,000 $ 5,000,000 $ 5,000,000 $
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			MKP0000500771000	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ Included $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED / RETENTION $			MKX0000500884200	6/14/2023	6/14/2024	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Scheduled Equipment			MKP0000500771000	5/1/2023	5/1/2024	Limit: Deductible:	$100,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: The Miss Murray Scholarship Organization | 5595 Shadow Wood Dr. Murray, UT 84123 | Event Dates: May 2nd, 3rd, & 4th, 2024

CERTIFICATE HOLDER

Hillcrest Junior High
Attn: Kristen Davis
178 E 5300 S
Murray, UT 84107

CANCELLATION

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
Dwight D. Vondra

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Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

THE MISS MURRAY SCHOLARSHIP
ORGANIZATION
C/O LINDSEY D SMITH
5595 SHADOWWOOD DR
MURRAY, UT 84123

Date:
10/17/2023
Employer ID number:
93-2483454
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
July 21, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053679002173

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

The Miss Murray Scholarship Organization

EIN: 93-2483454 | Murray, Utah, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

FinalLetter_93-2483454_THEMISSMURRAYSCHOLARSHIPORGANIZATION_10042023_00.pdf [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_93-2483454_THEMISSMURRAYSCHOLARSHIPORGANIZATION_10042023_00.pdf]

MURRAY
CITY COUNCIL

Public Hearing # 7

City Council

Appropriation of Money for the Murray Chamber of Commerce

Council Action Request

Council Meeting

Meeting Date: July 23, 2024

Department Director Jennifer Kennedy **Phone #** 801-264-2622 **Presenters** Jennifer Kennedy **Required Time for Presentation** **Is This Time Sensitive** Yes **Mayor's Approval** **Date** July 9, 2024	**Purpose of Proposal** Appropriation of Money for Corporate Purposes **Action Requested** Appropriate funds to the Murray Chamber of Commerce **Attachments** Resolution and Application from the Murray Chamber of Commerce **Budget Impact** $60,000 **Description of this Item** Funds will be used for first-year memberships for new Murray businesses. The chamber will continue to provide robust educational workshops, strategic networking events, and business advocacy, boosting local economic development. These efforts support businesses, in gaining visibility and resources, directly impacting community growth and increasing local tax revenue.

RESOLUTION NO. R24-__

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 Murray Chamber of Commerce has requested a monetary contribution in the amount of $60,000.00 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 in 2023 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, the Study was available for public inspection at least 14 days before the public hearing; and

WHEREAS, a public hearing was held on July 23, 2024, before the Council to consider the appropriation; and

WHEREAS, after receiving public input, reviewing the Study and considering other factors, the Council wants to make a determination regarding an appropriation to the Murray Chamber of Commerce.

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.

2. The Council finds that the following are legitimate public purposes the City wants to accomplish by appropriating money to the Murray Chamber of Commerce to provide for the safety, health, prosperity, moral well-being, peace, order, comfort or convenience of the inhabitants of the City:

- **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.

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

- 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 appropriation is necessary and appropriate to accomplish the reasonable goals of the City in the area of economic development, job preservation, and in enhancing the peace, order, and comfort of City residents.

5. Based on its findings, the Council approves an appropriation in the amount of $60,000.00 to the Murray Chamber of Commerce 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 2024.

MURRAY CITY MUNICIPAL COUNCIL

_____

Pam Cotter, Chair

ATTEST:

_____

Brooke Smith, City Recorder

MURRAY
CITY COUNCIL

Complete and return to:
Murray City Council Office
10 East 4800 South #290
Murray City, Utah 84107

Email: jkennedy@murray.utah.gov

APPLICATION FOR FUNDS

All applications must be received by April 30, 2024 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 applications will not be considered. Awards will be based on an allocated budget amount to be determined during the city's budget process. Funding is not guaranteed.

APPLICANT INFORMATION

Legal Name of Applicant/Agency: The Murray Chamber of Commerce

Applicant Website: https://www.themurraychamber.com/

Physical Address: 141 East 5600 South Ste 300 (Inside Indie Square)
City: ___Murray_____ State: ___UT___ Zip Code: ____84123

Mailing Address (if different from Physical Address): N/A

City: _____ State: _____ Zip Code: _____

APPLICANT CONTACT INFORMATION

Name: Kathy White

Email Address: boardchair@themurraychamber.com

Telephone Number: 1-801-680-5877 (cell) 1-801-263-2632 (Chamber Office Number)

PROGRAM INFORMATION

Funding Request Amount (Maximum of $_60,000____):

Is your organization a 501(c)?

Yes _X__

No ____

Program is:

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

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

1. Program Description (500 characters or less):

The Murray Area Chamber of Commerce fosters economic growth as a key link between city and local businesses. We provide entrepreneurial education, business development resources, and networking opportunities, increasing profitability and tax revenue for community/city infrastructure. Our programs support businesses success and community development, benefiting Murray residents and businesses alike.

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

Funds will be used for first-year memberships for new Murray businesses. The chamber will continue to provide robust educational workshops, strategic networking events, and business advocacy, boosting local economic development. These efforts support businesses, in gaining visibility and resources, directly impacting community growth and increasing local tax revenue.

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

We love to market Murray City and the benefits of having a business within the city. We provide education, assistance, and we are here to support businesses to grow. We are vested in helping businesses succeed, learn about Murray, come to Murray, thrive, enhance and bring more revenue to the community.

4. What specific population and age group in Murray is the program intended to serve (beneficiary population)?:

Our programs target local business owners and entrepreneurs. The MYCC is also a committee of the Chamber.

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

Currently, we are impacting approximately 100 businesses or more per month. Moving forward with our new initiative and working closer with the city and offering chamber memberships to all new businesses; based on the number we have seen over the last couple of months; we expect that to increase that by at least 500 businesses per year.

6. When is the program offered? Continuously, all year long.

7. What is the expected timeline for expenditure of requested funds?: These funds will be invested in the community throughout the year as new businesses join the city of Murray.

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

9. Where is the program held (if different from agency location)?: We do different events throughout the community such as ribbon cuttings and open houses at local businesses, Women in Business is usually held at Security National, Referral Community is held at The Break in Murray, Business Accelerator is held at Indie Square where our new Chamber office is located.

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?

Community-wide Benefit: The appropriation benefits the community as a whole by fostering a robust local economy, which translates into more jobs, better services, and enhanced community welfare through the success of local businesses. By supporting businesses, the Chamber indirectly boosts the local economy, which benefits all residents by increasing local services and infrastructure improvements.

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

Government Functions: Yes, the appropriation directly relates to the functions of government, including economic development, job creation, and community planning. The Chamber's work supports these governmental objectives by ensuring that the local business environment is conducive to growth and success, which aligns with the government's goal of maintaining a healthy economy.

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

Ultimate Public Goal or Benefit: The intended ultimate goal is to sustain and enhance Murray's economic vitality, ensuring long-term prosperity for its residents. This includes supporting local businesses, which are crucial to the economic and social fabric of the community, thereby enhancing quality of life and economic stability.

d. Are Murray residents or private parties the primary beneficiaries? Primary Beneficiaries: Both Murray residents and private businesses benefit, but the primary beneficiaries are the residents of Murray. While businesses receive direct support, the overarching aim is to cultivate a thriving community, which enhances living standards for all residents.

e. Is the benefit to Murray residents speculative?

Speculative Benefits: The benefits to Murray residents are not speculative but are based on established outcomes associated with economic development such as job creation, improved city services, and increased local spending. The Chamber's history of successfully supporting local businesses provides a solid basis for expecting continued positive outcomes.

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

Probability and Degree of Public Interest Service: The probability that the public interest will be served is very high. The Chamber's activities are designed to enhance the overall business climate, which historically has led to job creation and economic stability. The degree to which the public interest is served is directly proportional to the success of the Chamber's initiatives in supporting local businesses.

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

Primary Objective: The expenditure does not primarily serve a private interest. While businesses do benefit, the primary objective is the economic and social well-being of the entire Murray community. The focus is on creating a sustainable economic environment that benefits all sectors of the community, not just individual businesses.

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

The community is notified through a number of avenues that the Chamber utilizes such as newsletter, websites, education events, social media, referrals, and networking events with other chambers.

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

The eligibility of individual and company beneficiaries will be determined by the business license application process that Murray sets forth. Once they are approved for a business license; the next process will be giving their company a complimentary first year Chamber membership that is provided through this program.

PROGRAM OVERSIGHT

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

Chamber Memberships/Sponsorships

Events

Affiliate Income

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

All financial expenditures have to be voted on by the board with a majority vote. We have a separate bookkeeper who sends the Executive team weekly financials. In the board package, all financials are given to each board member. Any board member can request further information at any time. All expenditures are approved by the board.

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

These funds will be in a separate general ledger cash account titled “City Funds.” As new businesses come into Murray and they are granted their complimentary first year membership; we will have a process to account for the “New Memberships” against the city fund account. We will be able to track every new Murray City Business license that comes in and tie it directly with their chamber membership. We will have an exact accounting of where those funds go.

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

a. Membership Dues/Sponsorships
b. Event Proceeds
c. Affiliate Income

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

Experience: Our board, ambassadors, and president have a wide range of business experience. These experiences consist of Digital Marketing, Branding, Business Coaching, Business structure, real estate, Legal, Accounting, Community Development, and Advertising.

Number of Staff: Currently, the president is the only paid team member. We intend to add 2 more in the future.

Time Commitment: Our President works 40+ hours a week, Board Chair contributes over 20 hours per week. Board and ambassadors volunteer approx. 120 hours a month.

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

a. Membership Dues/Sponsorships
b. Event Proceeds
c. Affiliate Income

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

The chamber has taken on various projects of similar scope. Over the years the chamber has taken on projects such as: Annual Children's Charity Golf Tournament, Murray Business Gala, Numerous business education events, and Women In Business.

The organization itself with the current board of directors, has years of experience with business ownership, leadership experience, banking experience, and Accounting experience.

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

The Murray Chamber of Commerce's mission is to enhance the businesses that are already established within Murray and help new businesses coming into Murray with expertise, consulting, support, education, and community.

21. Please provide a PowerPoint 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 in 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. Applicants must complete the entire application to be eligible.

_____ _____

APPLICANT SIGNATURE DATE

Murray Area Chamber of Commerce

BY-LAWS

Final Revision November 8, 2013

ARTICLE I. GENERAL

Section 1. NAME: The name of this organization shall be the Murray Area Chamber of Commerce, a Chamber of Commerce serving Murray City and surrounding area, hereafter referred to as "MACC" or "Chamber of Commerce."

Section 2. OBJECTIVE: The Chamber is organized for the purpose of advancing the commercial, industrial, civic and general interests of the business community. Chamber objectives will be accomplished through functions designed to:

- D Encourage business development and retention in the area represented by the Chamber
- D Teach good business practices, and/or assist our members with being successful
- D Welcome new businesses into the area represented by the Chamber
- D Improve the community through coordination and execution of service projects
- D Provide a venue for positive interaction and networking of Chamber members
- D Coordinate efforts with other chambers of commerce
- D Represent members to other public and private organizations
- D Inform the business community of events, legislation, (including state laws and municipal ordinances), activities and other pertinent issues of importance
- D Represent the members of MACC before elected and appointed government officials, staff and other community officials
- D Foster productive, proactive, and beneficial relationships between government entities and the business sector

Section 3. LIMITATIONS OF METHODS: MACC shall observe all local, state, and federal laws which apply to a non-profit organization as defined in Section 501 (C) (6) of the Internal Revenue Code.

ARTICLE II: MEMBERSHIP

Section 1. ELIGIBILITY: Any reputable individual or lawful association, corporation, partnership or estate having an interest in the objectives of the chamber may apply 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 and President/CEO retains the right to reject any application. Upon approval by the Board or its designated representative(s), an

applicant shall become a member upon payment of the regularly scheduled dues set forth by the Board of Directors.

Section 3. HONORARY MEMBERSHIP: Honorary membership may be conferred on state, regional, or local government officials, and on individuals who have distinguished themselves through outstanding public service. Election to honorary membership shall require a majority vote of a quorum of the Board of Directors. Prospective honorary members may be nominated at any time by any member of the Board in good standing. The list of honorary members shall be reviewed for appropriateness annually by the Board. Honorary membership may be removed by a simple majority vote of a quorum of the Board. Honorary membership shall include all privileges of active membership, except holding office and voting. Honorary members are exempt from membership dues.

Section 4. TERMINATION: The Board of Directors may expel Chamber members for non-payment of membership dues or non-payment of other financial commitments to the Chamber, or for actions adverse to the interests of the Chamber. With the exception of non-payment of dues, no member will be expelled without the opportunity of a hearing before the Board of Directors, as requested by the terminated member in a written letter to the Chair of the Board. Reasonable notice of the time and place must be provided. A three-fourths vote of a quorum of the Directors shall be necessary to expel a member.

The death, resignation, loss of business license for cause, or expulsion of a member shall terminate his/her membership.

ARTICLE III. MEETINGS

Section 1. MEMBERSHIP MEETINGS: The Board of Directors may schedule regular and special membership meetings whenever it may be considered necessary or desirable.

Section 2. BOARD MEETINGS: The Board of Directors shall meet a minimum of ten (10) times annually, at such regular time and place as will be determined by the Chair of the Board.

Section 3. QUORUMS: At any duly called meeting of the Board, a simple majority of the Directors shall constitute a quorum of the Board of Directors; at committee meetings, a simple majority of assigned committee members shall constitute a quorum.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. DUTIES OF THE BOARD OF DIRECTORS: The government of the Chamber, the direction of its works and the control of its property shall be vested in the Board of Directors. The Board may adopt rules as necessary for conducting the business of the Chamber. The Board is entrusted to further the objectives of the Chamber as defined in ARTICLE I, Section 2. The Board will annually review the By-laws of the Chamber for sufficiency and correctness each year prior to the annual Board retreat. Any changes must be approved by a three-quarter vote of the Board.

Section 2. PARLIAMENTARY PROCEDURE: The proceedings of the meetings of the Board of Directors shall be governed by and conducted according to the latest edition of Robert's Rules.

Section 3. COMPOSITION OF THE BOARD: shall reflect a balanced representation of the business community and the various areas covered by the Chamber. There shall be no more than thirteen (13) members of the Board serving at any one time, with exception of newly-elected members of the Board. They shall serve as a non-voting status as directed in Section 5. New members to the Board of Directors shall be elected by simple majority vote by the current Board of Directors. The term of office for a Board Member shall be two years commencing at 12:00 noon (MST) on the first day of January of the new year, expiring on that same day two years hence when his/her successor has been elected and qualified. An

individual elected to the Board of Directors shall be allowed to succeed him/herself in office one time only unless an exception is made by three-fourths vote by the current Board of Directors. The immediate Past Chair of the Board shall continue to serve on the Board for a minimum of one year after the term of office as Chair. The Board shall select the next Chair Elect by a majority vote by the last quarter of each year. The Chair elect shall serve in that capacity for one year then succeed to the position of Chair of the Board. The President/CEO of the Chamber shall also serve as member of the Board in an ex-officio, non-voting status. There shall be no limit to the term of office for the President/CEO.

Section 4. SELECTION AND ELECTION OF DIRECTORS:

Nominating process. At a regular meeting of the Board, the Chairman of the Board shall request nominations from the Board of individuals to be considered as potential members of the Board to replace directors whose regular terms are due to expire. Each recommended candidate must be an active, participating member in good standing and must have agreed to accept the responsibility of a directorship.

Section 5. SEATING OF NEW DIRECTORS: All newly elected board members shall be seated at the next Board meeting following selection and shall be participate in board meetings until their term has commenced. 1. Retiring board members shall continue to serve until January 1 and shall provide training and assistance to the new board member.

Section 7. INTERIM VACANCIES: All interim vacancies on the Board of Directors, or among the officers, shall be filled by appointment of Members to such positions by a majority vote of the Board of Directors. The appointee shall act as a board member for the remainder of the term of the vacant Board Member and shall meet the requirements set forth in Article IV. Board Member who shall be absent from three consecutive regular meetings, without notification to the Board of Directors, shall be construed as a resignation

Section 8. DUTIES OF THE BOARD OF DIRECTORS: To attend Board Meetings, chamber events, serving as an Ambassador of the community representing the chamber. They shall be selected to serve on a committee as assigned by the Chair of the Board.

Section 8. DUTIES OF THE CHAIR OF THE BOARD: The Chair of the Board shall preside at all meetings of the Board of Directors, and Executive Committee and perform all duties incident to this office. The Chair shall, subject to the approval of the Board of Directors, appoint all committees and shall be an ex-officio member of all committees, and at such other times as the Chair may deem proper, commend to the membership of the board of Directors such matters and make such suggestions as may promote the prosperity and increase the usefulness of the Chamber.

The Chair will work to assure that the activities of the Chamber are directed toward achieving business and community needs in the area served by the Chamber. The Chair shall exercise oversight responsibility to ensure that the by-laws of the Chamber are properly adhered to and reviewed annually for completeness.

Section 10. DUTIES OF THE IMMEDIATE PAST CHAIR OF THE BOARD: The Past Chair of the board shall act in the absence of the Chair. The past Chair will at all times work to assure the activities of the Chamber are directed toward achieving business and community imperatives in the area services by the Chamber. During the remainder of their elected term of service, the Immediate Past Chair of the Board shall vote, serve on the Executive committee, act in an advisory capacity to the Chair and provide continuity.

Section 11. DUTIES OF THE CHAIR ELECT: The Chair-Elect shall act in the absence of the Chair and Past Chair. The Chair Elect will at all times work to assure the activities of the Chamber are directed toward achieving business and community imperatives in the area served by the Chamber. The Chair Elect will act as an ex-officio member of committees as assigned by the Chair. The Chair-Elect will serve as Chair beginning January one (1). The Chair-elect shall serve one year.

Section 12. DUTIES OF THE TREASURER: The Treasurer shall be elected by the majority of the Board of Directors and serve for one calendar year. The Treasurer shall review receipts and disbursement records of the Chamber. The Treasurer shall review all monies of the Chamber deposited in its name including monthly bank statements and balance sheets. The Treasurer shall chair the Finance Committee and make ~~quarterly~~ monthly finance reports to the Board of Directors. The Treasurer shall submit a financial statement and written report of the year's work at the close of each fiscal year. All Chamber monies shall be kept on deposit in financial institutions or invested in a manner approved by the Board of Directors.

Section 13. PRESIDENT/CHIEF EXECUTIVE OFFICER: The President/Chief Executive Officer (CEO) shall be the chief administrative and executive officer of the Chamber. The President/CEO shall serve as advisor to the Chairman of the Board and the Chairs of Committees, and shall assemble information and data and cause to be prepared special reports as directed by the Board of Directors. The President/CEO shall be responsible for hiring, discharging, directing and supervising all Chamber employees, subject to the approval of the Executive Committee. With the cooperation of the Finance Committee, the president/CEO shall be responsible for the preparation of an operating budget covering all activities of the Chamber, subject to approval of the Board of Directors. The President/CEO shall also be responsible for all expenditures of approved budget allocations. The President/CEO is hired by the Board of Directors and reports to the Chair.

Section 14. EXECUTIVE COMMITTEE: The Executive Committee shall comprise of Chair of the Board, Past Chair of the Board from the previous year, Treasurer, and Chair Elect. All of these Officers shall be current members of the Board of Directors. Members of the Executive Committee may continue service in their elected capacities until the expiration of their term of service as an officer. The Chair of the Board shall serve as head of the 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. The Executive Committee shall have the general charge of the finances and property of the Chamber and shall have the authority to order disbursements for necessary expenses.

Section 15 MANAGEMENT: The Board of Directors shall employ a President/Chief Executive Officer and other positions as may be deemed advisable and shall fix their salaries and other considerations of employment. The President/Chief Executive Officer will be the Chief Administrative Officer with duties and responsibilities as set forth by the Executive Committee of the Board. The other positions shall serve under the President/Chief Executive Officer and Board of Directors with duties and responsibilities as set forth in job descriptions as proposed by the President/CEO and approved by the Executive Committee.

Section 16. APPOINTMENT AND AUTHORITY OF DIVISIONS: The Board of Directors may create such divisions, bureaus, departments, councils, or subsidiary corporations as it deems 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 corporations, including collection and disbursement of 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.

Section 17. INDEMNIFICATION. The Chamber may, by resolution of the Board of Directors, provide for indemnification by the Chamber of any and all current or former officers, directors and employees 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 officers, directors or employees of the Chamber, except in relation to matters as to which such individuals 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.

Section 18. 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 approved or ratified by the Board of Directors.

ARTICLE V - COMMITTEES

Section 1. APPOINTMENT AND AUTHORITY: The Chair of the Board shall, by and with the approval of the Board of Directors, establish all standing committees and committee chairs. Additionally, the Chair may appoint ad hoc committees and their leaders as deemed necessary to carry out the program of the Chamber. It shall be the function of committees to carry on the duties to the board of Directors, and to carry on such activities as may be delegated to them by the Board.

ARTICLE VI - FINANCE

Section 1. DISBURSEMENTS: No disbursements of the funds of the Chamber shall be made unless the same shall have been approved, authorized, and ordered by the Board of Directors. All disbursements shall recorded, and reviewed by the Financial Committee monthly and reported to the Board of Directors. Checks shall be signed by the President/Chief Executive Officer and shall be countersigned by the Current Serving Chair, Chair Elect, Past Chair and Treasurer. Upon the approval of the budget, the President/CEO may be authorized to make disbursements on account of expenses provided for in the budget without an additional approval of the Board of Directors. All recommendations for expenditures outside the budget shall be submitted to the finance committee, whose recommendations shall be submitted to the Board.

Section 2. BUDGET: During the fourth quarter the President/CEO, Board of Directors and Finance Committee shall compile a budget for the Board of Director to review and approval revenues for the following fiscal year.

Section 3. ANNUAL AND PERIODIC REVIEW: The accounts of the Chamber shall be reviewed annually as of the close of business of the fiscal year by an independent CPA who shall not serve on the Financial Committee or Board of Directors. The review shall at all times be available to members of the organization within the offices of the Chamber. Any change in the position of the President/CEO or Secretary/Treasurer of the Board of Directors will require a review of all accounts.

Section 4. INSURANCE: The President/CEO, Board of Directors, and such other staff as the Board may designate, shall maintain a Directors and Officers Insurance policy. This policy will be paid for through chamber funds.

Section 5. FISCAL YEAR: The Fiscal Year shall close on December 31.

Section 6. FINANCE COMMITTEE: The Finance Committee shall be comprised of the Treasurer and President & CEO with an additional board member as designated by the current Chair.

ARTICLE VII - DISSOLUTION

Section 1. PROCEDURE: The Chamber shall use its funds only to accomplish the objectives and purposes specified in these by-laws, and no party of said funds shall inure, or be distributed, to the members of the Chamber. On dissolution 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.

Murray Area Chamber of Commerce
2023 Profit & Loss Budget Overview
January through December 2023

	Jan - Dec 23	
Ordinary Income/Expense		
Income		
City Support		20,200.00
Events Income		
Golf Tournament	33,500.00	
Luncheons Income	5,600.00	
Total Events Income		39,100.00
Membership Renewals		22,000.00
New Memberships		14,000.00
Total Income		95,300.00
Cost of Goods Sold		
Events		
Golf Tournament Expenses	7,500.00	
Luncheon Expenses	5,000.00	
Total Events		12,500.00
Sales Commission		3,600.00
Total COGS		16,100.00
Gross Profit		79,200.00
Expense		
Advertising & Marketing		1,600.00
Automobile Expenses		1,800.00
Bank Service Fees		800.00
Dues & Subscriptions		290.00
Information Technology		2,250.00
Insurance		1,700.00
Labor		52,000.00
Licenses & Permits		10.00
Meals & Entertainment		850.00
Merchant Fees		1,700.00
Office Rent		7,200.00
Office Supplies		1,000.00
Postage and Delivery		100.00
Professional Services		
Accounting	1,500.00	
Total Professional Services		1,500.00
Telephone		1,272.00
Total Expense		74,072.00
Net Ordinary Income		5,128.00
Net Income		**5,128.00**

RECEIVED

MAR 17 2005

JBB

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 certified 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 MQ Date 4-7-2005
Kathy Berg
Division Director

03-17-05P03:57 RCVD

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 Area 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. 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

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 1st 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 — 3/11/05 Date

I, L. Pat Thorne, do hereby accept the responsibility of Registered Agent for the Murray Area Chamber of Commerce.

L. Pat Thorne — 3/11/05 Date

Chamber of Commerce By-Laws, concerning ARTICLE IV – BOARD OF DIRECTORS – Section 4 : SELECTION AND ELECTION OF DIRECTORS:

1. **Qualifications:**
    a. Murray Business or Home Owners: Ideally seven but a minimum of four members have business or home in Murray Area – representation at the ribbon cuttings and events is low and it would be helpful for attendance at functions and people who know the community.
    b. Skills Necessary for Board: We need to look at openings and fill them with people that the Chamber is in need of.
    c. Commitment of Nominated Board Members: A 3 month period of time needs to be given between nominating and election of Board Members. Needs to be a show of commitment from the nominee e.g., Ambassadors, Chairing a committee, fundraising for events, being part of an established committee. A position of leadership to assess their commitment and abilities.
    d. Application Process:
        1. Application: A Current Board member nominates a person. That board member will submit the person's application to the Nominating Committee.
        The person should be told to apply for the position and be given 3 months to participate. Application Questions:
            a. Tell us about your background and where you see those skills and talents applying at the chamber
            b. Already serving on a committee, what have you learned about the Chamber?
            c. What is your vision for the Chamber?
            d. Time Commitment, would you be able to commit your time as needed?
            e. It's a two year commitment; will you be available for that period of time?
            f. A personal write up of at least 1 page of background details and why they would be good for the Chamber.
        2. Commitment of Nominated Board Members: A 3 month period of time needs to be given between nominating and election of Board Members. Needs to be a show of commitment from the nominee e.g., Ambassadors, Chairing a committee, fundraising for events, being part of an established committee. A position of leadership to assess their commitment and abilities.
        3. Applicants will attend at least 1 of the 2 Board meetings (prior to the Board meeting where the Board votes on letting them on the Board). It is recommended they attend all Board meetings that they are invited to attend. They will attend as an Observer. They will not participate unless asked to by a current Board Member. They will not be part of the meeting during the discussion of the Financials.

4. Applicants will have a Zoom interview that will be recorded. Three people on the Nominating committee need to be on the zoom interview with nominee.

e. If an applicant meets the above qualification, the Nominating Committee will inform the Board that they are qualified for a vote to be on the board. All relevant information on the applicant will be sent to the Board for review. At a Board meeting, at least 3 months from the start of the application process, the full Board will vote to approve or deny the applicant to the board.

2. Current Board Members: A key requirement for a person resigning from the Board needs to notify the Board at least four months prior to departure. (August Board meeting for departure at the end of the calender year)

Approved by the Murray Area Chamber Board of Directors in January 2021.

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

KATHY BERG
Division Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2024

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
PHONE A/C, No, Ext): (801) 963-1528 FAX (A/C, No): (855) 625-6411
E-MAIL ADDRESS: bporte1@amfam.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance Company	25895
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Murray Area Chamber of Commerce
5411 S Vine St Unit 3A
Murray, UT 84107

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	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐						BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) BODILY INJURY 	$ $ $ $ $
	☒ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS-MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'LAGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER _____			NBP1570441	04/12/2024	04/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT 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

Murray City
10 East 4800 South
Murray, UT 84107

CANCELLATION

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
Bessie Ann Porter Bessie Ann Porter

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Policy and Procedures Manual

141 East 5600 South

Suite 300

#15 Inside Indie Square

www.themurraychamber.com

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Policy Statement:

This manual is intended to be a reference and guide to the Board of Directors, members, employees, and volunteers of The Murray Chamber of Commerce ("The Chamber").

The entire organization including the board of directors, administrators, and staff shall work together to make certain that all matters of the organization are addressed with care, integrity, and in the best interest of The Chamber.

The policy and procedural guidelines contained in this handbook are designed to:

1. Protect the assets of The Chamber;
2. Ensure the maintenance of accurate records of The Chamber's financial activities;
3. Provide a framework of operating standards and behavioral expectations of volunteers and staff; and
4. Ensure compliance with federal, state, and local legal and reporting requirements.

The Chair of the Board of The Chamber has the responsibility of administering these policies and ensuring compliance with procedures that have been approved by the Board of Directors. Exceptions to written policies may only be made with the prior approval of the Executive Committee or Board of Directors. The Chamber reserves the right to add, amend, or delete any policy or procedure stated herein at any time.

Legend Chamber:

MCC: The Murray Chamber of Commerce:

CB: Chair of Board

EC: Executive Committee

BOD: Board of Directors; The governing body of the Chamber

Organizational Structure

The Murray Chamber of Commerce is a member-based not-for-profit 501 (c)(6) association dedicated to serving the needs of our member businesses in a variety of ways including, but not limited to, the following: encouraging investment in The Murray, representing our members in the community, and improving the business climate for all member businesses. We are focused on providing services to help our members sell more, expand their operations, create jobs, and develop new products/services while partnering with many other organizations in The Murray's business community. Our beliefs are founded on our core values of honesty, integrity, trust, and regard. We at the Murray Chamber of Commerce are dedicated to improving our community and stimulating our economy.

Mission:

We are a membership organization that provides leadership by connecting, building, and growing the economic interests of the business, tourism, and educational initiatives of the Murray/Salt Lake County Metropolitan area by being a politically proactive advocate for our members, providing professional development, and serving as a catalyst for emerging trends.

Vision

To be a trusted resource and partner for the business community by listening, educating, cultivating, and advancing our region through engaged leadership and advocacy.

Values:

Develop

The Murray Chamber of Commerce is dedicated to fostering economic development in our community.

Encourage

The Murray Chamber of Commerce promotes a planned development of resources and infrastructure in our region.

Connect

The Murray Chamber of Commerce connects with community leaders and business organizations, with the goal of bringing business into Murray.

Composition of the Board

The BOD shall reflect a balanced representation of the business community and the various areas covered by the Chamber. There shall be no more than thirteen (13) members of the Board serving at any one time, with the exception of newly-elected members of the Board. They shall serve as a non-voting status as directed in Section 5. New members to the Board of Directors shall be elected by simple majority vote by the current Board of Directors. The term of office for a Board Member shall be two years commencing at 12:00 noon (MST) on the first day of January of the new year, expiring on that same day two years hence when his/her successor has been elected and qualified. An individual elected to the Board of Directors shall be allowed to succeed him/herself in office one time only unless an exception is made by three-fourths vote by the current Board of Directors. The immediate Past Chair of the Board shall continue to serve on the Board for a minimum of one year after the term of office as Chair. The Board shall select the next Chair Elect by a majority vote by the last quarter of each year. The Chair elect shall serve in that capacity for one year then succeed to the position of Chair of the Board. The President/CEO of the Chamber shall also serve as member of the Board in an ex-officio, non-voting status. There shall be no limit to the term of office for the President/CEO.

Past Chairman: The Past Chairman is responsible for ensuring a smooth transition of the new Chairman into a leadership role. He/she also serves on the Executive Committee. The past Chair acts as a resource to the Chairman and the Board by providing input and raising awareness of policies, process of historical perspective as appropriate.

Chairman: The Chairman of the Board is responsible for presiding over meetings of the Board and possesses the right to vote on any committee or subcommittee, excluding the Nominating Committee. The Chairman of the Board shall address The Chamber during the Annual Meeting and when deemed necessary, to communicate matters and suggestions aimed at promoting The Chamber's welfare and enhancing its effectiveness. Additionally, the Chairman is responsible for performing duties incidental to the office and those prescribed by the Board of Directors to ensure The Chamber operates efficiently and successfully.

Chairman-Elect: The Chairman-Elect shall utilize the year to familiarize himself/herself with all of the duties and responsibilities that must be accomplished by the Chairman of the Board. He/she shall always be alert to the talent that he/she may wish to use on committees and subcommittees during his/her year program which will perfect the effective continuation of the entire Chamber program. The Chairman-Elect shall act as presiding officer at such times when the Chairman is absent.

Secretary/Treasurer: In conjunction with the Accounts and Payroll Manager, the Secretary-Treasurer shall keep an account of all monies received and expended for use. He/she shall also submit monthly reports at the Board meeting. The funds, books, and vouchers at all times are subject to the verification and inspection of the Board of Directors. In addition, he/she shall keep and preserve the seal of the Chamber; cause to be kept all books, documents, and communications; cause to be kept books of account; maintain record of the proceedings of the Chamber Board of Directors; and shall cause records to be kept for all committees and subcommittee.

Executive Director/President/President/President: The Chamber's administration and management shall be overseen by a salaried staff leader, known as the Executive Director/President/President, appointed by the Chairman of the Board and approved by the Board of Directors. The Executive Director/President/President shall hire, and if necessary, terminate the employment of staff members essential for conducting The Chamber's work.

The responsibilities of the Executive Director/President/President shall include, but are not limited to, the following: he/she shall conduct the official correspondence of the Chamber; shall perform such other duties as are usually incidental to the Board of Directors office; shall be the official representative of the Chamber in all matters and will be authorized to sign official documents in the representation of the Chamber; and shall be a nonvoting member of all committees and subcommittees of the Chamber. The Executive Director/President/President may not be a member of the Nominating Committee. The Executive Director/President/President's salary shall be determined by the Executive Committee.

Board Responsibilities and Duties

The Board of Directors has the responsibility to:

- Determine and periodically re-evaluate the Chamber's mission, bylaws, and policies.
- Ensure that effective and strategic plans are created for implementing the mission of the Chamber.
- Adopt an annual budget to support the strategic plan. Closely monitor the fiscal health of the Chamber.
- Establish fundraising goals and take a leadership role in achieving them. Each board member has different skills and personalities.
- Enhance the Chamber's public standing and advocate for its issues in the community and at all levels of government.
- Monitor, ensure, and take responsibility for the legal, ethical, and fiscal integrity of the Chamber.
- Speak with one voice, as a corporate body. No individual member may speak for the Board of Directors, except the Chairman of the Board.
- Select, support, guide and, if necessary, dismiss the Executive Director/President/President.
- Prepare for meetings by reviewing the agenda and supporting documents.
- Follow the Chamber's bylaws, policies, and board resolutions.
- Sign an annual conflict-of-interest disclosure and update it during the year, if necessary, as well as disclose potential conflicts before meetings and actual conflicts during meetings.
- Maintain confidentiality about all internal matters of The Murray Chamber of Commerce.
- Serve on at least one committee to assist in effectively steering the organization towards its goals.

These responsibilities serve the following purposes:

A. Encourage two-way communication throughout the year to achieve the fullest possible understanding of all expectations, thereby improving job performance.

B. Provide the Board with a clear picture of the Chamber's status so as to chart its future more effectively.

C. Enable the Board to support its President/Chief Executive Officerand staff.

Policies Affecting the Board

The following policies apply at all meetings of the Chamber Board and its Committees, and at all meetings of any Board, Committee or Agency to which members are appointed as a representative of the Chamber Board. Board members may face possible dismissal and replacement if they fail to comply. It is the duty of the Chairman to oversee the board for failure to perform one's duties, including the rules of conflict of interest, but can also be brought to question by any other member in good standing.

Attendance Policy

Absence of voting members from three consecutive regular meetings of the Board without an excuse deemed valid and so recorded by the Board shall be construed as a resignation, and such vacancy may be filled by the Board as provided in Section 7 of the Chamber Bylaws.

A Board Member may be excused from a meeting by contacting the Board Chairman or his/her designee prior to the meeting and stating the reason for his/her inability to attend the meeting. During the meeting, the Board shall be informed of the Board Member's reason to be absent and determine whether to make a motion to excuse the absent Board Member.

Upon passage of the motion by a majority of the Board Members present, the absent Board Member shall be considered excused, and the appropriate notation will be made in the minutes. If the motion is not passed or the above procedure is not followed, the minutes will reflect that the absence is unexcused.

Personal illness, family emergencies, military absences, family weddings, family graduation or school functions, funerals, bona fide business or employment obligations, and vacation trips shall constitute good cause for nonattendance at Board meetings. Whether good cause exists for any other absence shall be determined by vote of the majority of Board Members present.

Confidentiality Policy

This Confidentiality Policy applies to all members of The Murray Chamber of Commerce ("The Chamber") who serve in voluntary governance positions, which include the Board of Directors, Executive Committee, and standing and special committees.

Policy

It is the policy of The Murray Chamber of Commerce that the board, committee members, and staff of the Murray Chamber of Commerce shall not disclose confidential information belonging to, or obtained through their affiliation with, the Chamber to any person, including their relatives, friends, and business and professional associates, unless the Chamber has authorized disclosure in writing.

This policy is not intended to prevent disclosure where disclosure is required by law. Confidentiality is the preservation of privileged information. Board members and other volunteers are cautioned to demonstrate professionalism, good judgment, and care at all times in handling any information related to the Murray Chamber of Commerce to avoid unauthorized or improper disclosures of confidential information. While board and committee members are expected and encouraged to discuss the organization with one another and the targeted public, they shall not report opinions expressed in meetings, nor shall they report independently on committee action, or engage in any communication which has not been approved by the Executive Director/President/President or Chairman of the Board that would not be supported by board policy, procedures, or decisions. Further no board member, committee member, staff, or volunteer shall use information gained through their affiliation with The Chamber to advance any personal interest, whether financial, employment-related, or otherwise. No board member, committee member, staff, or volunteer shall engage in any activity where he or she is expected to disclose confidential information gained by reason of serving on The Chamber.

At the end of the board or committee member's term or upon his/her retirement, resignation, or removal from the Board of Directors or committee, he/she shall return, at the Chamber's request, all documents, papers, and other materials, regardless of medium, which may contain or be derived from confidential information, in his/her possession. It is expected that board and committee members (trustees and committee members), will not use trade secrets, client lists, or other confidential information acquired by virtue of being on the board or committee, even after they complete their service with the Murray Chamber of Commerce.

Governance

From time to time, it may be necessary or required for meetings of the Board of Directors (certain committees, etc.) to be held in executive session. The proceedings of these meetings are confidential in nature and should not be disclosed to individuals who were not present at the meeting. Any information discussed at a meeting held in an executive session or documents that are disseminated are to remain confidential and may not be shared with anyone not in attendance.

Policy Adherence and Consequences

Any breach of this Confidentiality Policy shall be considered inappropriate behavior. Adherence to this policy is mandatory for all members serving on committees or the board. Failure to comply with the policy guidelines may result in disciplinary action, including the possibility of being removed from committees or the board, at the discretion of the Executive Directort/President and/or the Chairman of the Board. Regular review of this policy and members adherence to it shall be conducted to ensure compliance and to ensure any violations are dealt with seriously and promptly.

Board of Directors Commitment Statement

The Board of Directors exists to secure and promote the financial, legal, and ethical well-being of the organization and to ensure that it fulfills its mission. As a member of the Board of Directors of the Murray Chamber of Commerce, I understand that I have a duty of care to always work in the best interests of the organization, a duty of loyalty to put the good of the organization first and avoid any conflicts of interest and a duty of obedience to be faithful to the central goals of the organization and follow its governing documents.

In furtherance of these commitments and responsibilities, I pledge to:

● Attend, fully prepare for, and diligently participate in board meetings, committee meetings, and special events. I acknowledge that being absent from three consecutive board meetings, without a valid excuse, shall be considered a resignation.

● Make an annual personal financial contribution or in-kind donation at a level that is commensurate with my financial means.

● Actively participate in helping to develop resources for the organization, act in the best interests of the organization, and excuse myself from discussions and votes where I have a conflict of interest.

● Strive to keep abreast of trends, issues, and current developments that may affect the organization. Stay informed about what is going on in the organization, including asking questions and requesting information as needed. I will participate in and take responsibility for making decisions on issues, policies, and other board matters.

● Actively voice my opinions and concerns, and open-mindedly consider everyone else's opinions and concerns, in all board decision-making. I trust that we all share a constant passion for this organization's mission.

● Exercise my authority as a board member only when acting in a meeting with the full board or when appointed by the board.

● Represent the organization in a positive and supportive manner at all times. Bring a sense of humor and actively listening to my participation in meetings.

● Work collaboratively with staff and other board members as partners toward the achievement of the Chamber's goals.

● Strictly maintain the confidentiality of all privileged or sensitive information provided to me to safeguard the organization's reputation and integrity, as well as the privacy rights of individuals and donors connected with the organization and the Board. I accept this principle as one that should survive my period of board service.

If I do not fulfill these commitments to the organization, I will expect the board chair to discuss my responsibilities with me. Should I find myself unable to carry out the duties and responsibilities listed above to the best of my abilities, I agree to resign my position as member of the Board of Directors of the Murray Chamber of Commerce.

Code of Ethics for Directors

Purpose

The Murray Chamber of Commerce (hereafter referred to as "the Chamber") is committed to upholding the highest ethical standards in all its operations and relationships. This Ethics and Conflict of Interest Policy aims to guide staff and volunteers in making decisions that avoid conflicts of interest and ensure the Chamber's reputation for integrity and impartiality.

Scope

This policy applies to all employees, contractors, officers, directors, and volunteers (hereafter referred to collectively as "individuals") associated with the Chamber.

Conflict of Interest Disclosure

Individuals shall promptly disclose any actual or potential conflicts of interest to the Chamber's Executive Director/President/President or board of directors. A conflict of interest exists when an individual's personal, financial, or other interests may interfere with their ability to act in the best interest of the Chamber.

Resolution

Upon disclosure, the board of directors shall review and assess the conflict of interest and determine the appropriate course of action. This may include recusal from decision-making processes or taking corrective measures to eliminate the conflict.

Confidentiality

Individuals shall respect the confidentiality of all Chamber information and shall not use it for personal gain or disclose it to unauthorized parties. Confidential information includes, but is not limited to, information about the organization, its members, partners, donors, employees, and other stakeholders.

Financial Integrity

- Accounting Records
    - All financial transactions shall be accurately and transparently recorded in the Chamber's financial records. Individuals involved in financial matters must adhere to generally accepted accounting principles and legal requirements and the Chamber’s policies, procedures, and administrative regulations.

- Personal Financial Gain
    - Individuals shall not use their positions at the Chamber to gain personal financial benefits, directly or indirectly, at the expense of the Chamber's mission and interests.

Gifts and Entertainment

Individuals shall not accept gifts, favors, or entertainment that may compromise their impartiality or the Chamber's reputation. Exceptions may be granted in writing by the board of directors in cases where such acceptance would not violate ethical standards or compromise the Chamber's integrity.

Political Activity

The Chamber is a non-partisan organization, and individuals shall not engage in political activities on behalf of the Chamber without prior written authorization from the board of directors.

Compliance

Failure to comply with this Ethics and Conflict of Interest Policy may result in disciplinary action, including termination of employment, removal from volunteer positions, removal from committees or the board, or legal action, if necessary.

Annual Acknowledgment

All individuals associated with the Chamber shall annually acknowledge receipt and understanding of this policy and disclose any potential conflicts of interest.

Reporting Violations

Any individual who becomes aware of a potential violation of this policy is encouraged to report it to the ethics officer or the board of directors. Reports can be made anonymously if desired, and the Chamber will protect the confidentiality of the reporting individual to the extent permitted by law.

Review and Amendment

The Chamber's board of directors shall periodically review and amend this policy as necessary to ensure its continued effectiveness and relevance.

Conclusion

The Murray Chamber of Commerce is committed to fostering a culture of ethical conduct and transparency. By adhering to this Ethics and Conflict of Interest Policy, we uphold the values and integrity that are essential to our mission and the trust of our stakeholders.

Social Media Policy

Purpose: The purpose of this social media policy is to provide guidance and best practices for The Murray Chamber of Commerce volunteers and staff when using social media platforms in both personal and professional capacities. By following these guidelines, we aim to protect the organization's reputation, maintain professionalism, and uphold our values.

Scope: This policy applies to all volunteers and staff members associated with the Murray Chamber of Commerce who use their personal social media accounts in connection with any matters or events related to the organization. As representatives of the Chamber, volunteers and staff members are expected to uphold the Chamber’s reputation and guidelines in all their social media interactions, even if they are not directly responsible for the management of the Chamber’s social media accounts.

General Guidelines:

● Professionalism: Always maintain a professional tone and demeanor when representing the Murray Chamber of Commerce on social media.

● Transparency: Clearly identify yourself as a representative of the Murray Chamber of Commerce when discussing organization-related matters on social media.

● Accuracy: Ensure that the information you share about the organization is accurate and up to date. Avoid spreading rumors or false information.

● Respect: Show respect for colleagues, members, competitors, and all stakeholders in your online interactions. Avoid engaging in negative or offensive discussions.

● Confidentiality: Do not share confidential or proprietary information about the Murray Chamber of Commerce or its members on social media.

● Conflict of Interest: Disclose any potential conflicts of interest when discussing topics related to the Chamber, its members, or its activities.

● Personal Accounts: When using personal social media accounts, make it clear that your opinions are your own and not necessarily reflective of the Murray Chamber of Commerce.

Across All Platforms:

● Use appropriate language and tone in all posts and comments.

● Engage with the Chamber's followers in a polite and timely manner.

- Share Chamber-related news, events, and updates regularly.
- Ensure that all video and audio content align with the Chamber's mission and values.
- Include proper attribution and permissions for any third-party content used.

Monitoring and Enforcement:

The Murray Chamber of Commerce may periodically monitor social media activity related to the organization. Violations of this policy may result in disciplinary actions, up to and including termination or removal of volunteer status.

Violations of Policy:

If a Chamber employee, board member, committee member or volunteer is not in compliance with the Chamber's Social Media Policy, the Chamber may take any corrective measures it deems necessary, including, but not limited to, providing a formal warning, temporary suspension from using the Chamber's social media platforms, if use is granted, or removal from the committee and/or the Chamber. Violations of this policy include personal posts from a member or volunteer's social media platform while acting as a representative of the Chamber.

Disclaimer:

This policy is subject to change and should be reviewed regularly to ensure compliance with evolving social media trends and best practices. By adhering to these social media guidelines, volunteers and staff members of the Murray Chamber of Commerce can contribute positively to the organization's online presence and reputation while maintaining professionalism and integrity.

Anti-Harassment Policy

The Murray Chamber of Commerce ("the Chamber") prohibits and will not tolerate harassment of any kind by Chamber staff, Chamber volunteers, Chamber leaders, or Chamber members on the basis of race, color, physical, or mental disability, religion, creed, national origin, ancestry, sex (including pregnancy), sexual orientation, gender/gender identity, age, citizenship, genetic information, past, current, or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law. Harassment is prohibited on Chamber property and at all Chamber-related or Chamber-sponsored events. This policy further extends to harassment on social media platforms. All Chamber staff, Chamber volunteers, Chamber leaders, and Chamber members are expected to behave accordingly and take appropriate measures to ensure that the conduct described herein does not occur. Appropriate disciplinary action will be taken against any Chamber staff, Chamber volunteers, Chamber leaders, and Chamber members who violate this policy. The Chamber is committed to enforcing this policy against all forms of harassment.

Harassment Defined

Sexual harassment means any harassment based on someone's sex or gender. It is not limited to interactions between members of the opposite sex. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature. Sexual harassment includes, but is not limited to, the following:

- Verbal (for example, epithets, derogatory statements, threatening or obscene language, slurs, sexually related comments or jokes, sexual innuendos, unwelcome sexual advances, or requests for sexual favors).
- Non-verbal (for example, suggestive or insulting sounds, or whistling).
- Physical (for example, assault or inappropriate or unwanted physical contact, such as touching, pinching, or brushing the body).
- Visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making obscene or sexual gestures).

● Online (for example, derogatory statements, threatening or obscene language, or sexually suggestive postings on any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.). Other types of harassment often take a similar form to sexual harassment and include harassment that is:

● Verbal (for example, epithets, derogatory statements, threatening or obscene language, slurs, derogatory comments, or jokes).

● Physical (for example, assault or inappropriate physical contact).

● Visual (for example, displaying derogatory posters, cartoons, or drawings, or making derogatory gestures).

● Online (for example, derogatory statements, threatening or obscene language, or sexually suggestive postings on any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.). This list is illustrative only, and not exhaustive. It is impossible to list every type of behavior that can be considered harassment. Any conduct that could create an offensive or hostile environment will be considered harassment in violation of this policy.

Reporting Harassment

Any individual who believes that he or she has experienced prohibited conduct or believes that another individual has experienced prohibited conduct should immediately report the alleged acts. The individual may report the alleged acts to his or her supervisor, or alternatively the Executive Director/President/ or Chairman of the Board.

The Chamber will take each complaint seriously and conduct a thorough and impartial investigation. The Chamber will maintain a complete written record of each complaint and will maintain communication with the alleged harasser and the victim throughout the proceedings. Confidentiality will be maintained throughout the process to the extent practical and appropriate under the circumstances. The Chamber will take prompt and proportionate action when a violation of this policy has occurred.

Chamber Staff (Contractor or Employee): If you are Chamber staff and are subject to any conduct that you believe violates this policy or witness any such conduct, you may speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the next level above your direct supervisor. An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Once a report has been received, a prompt and thorough investigation will be conducted by your direct supervisor.

Association volunteer leaders and members:

If you are a Chamber volunteer leader or member and are subjected to any conduct that you believe violates this policy or witness any such conduct, you may speak to, write, or otherwise contact the Chairman of the Board. An individual shall not be required to report prohibited conduct to the person alleged to have committed it. A Complaint Form is available on the Chamber's website to make your complaint if you wish to use it, however submission of a complaint using this form is not required. Once a report has been received, a prompt and thorough investigation will be conducted by the Chairman of the Board after consulting with the Association's Legal Counsel. If the report names the Chairman, that individual is precluded from participating in the investigation and disciplinary action and shall be replaced by the Chamber's President-elect.

No Retaliation

No one will be subject to, and the Chamber prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations.

Violations

Any Chamber staff, Chamber volunteer leader, and Chamber member, regardless of position or title, who has subjected an individual to harassment or retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment (for staff) or removal from any office or

committee position the Chamber volunteer leader holds. A violation of this policy may be a factor in determining a Chamber member's fitness for future Chamber volunteer leader positions.

Investigation

The Chamber may request, but shall not insist upon, a written report detailing the incident or occurrence. If a report is made orally, the receiving administrator shall reduce the report to written form. Upon receipt or notice of a report, the Chamber shall determine whether the allegations, if proven, would constitute prohibited conduct as defined by the Chamber. If so, the Chamber shall immediately authorize and initiate an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

If appropriate, the Chamber shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

The investigation may be conducted by a Chamber official or a designer. When appropriate, the supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Absent extenuating circumstances, the investigation should be completed within thirty (30) Chamber business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the Chamber official overseeing the investigation.

If the results of an investigation indicate that prohibited conduct occurred, the Chamber shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The Chamber may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

To the greater extent possible, the Chamber shall respect the privacy of the complainant, the persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal Process

Association staff found in violation will have a right to appeal the decision to the Chamber's Chairman. Any volunteer leader or Chamber member found in violation will have a right to appeal the decision to the Chamber's Board of Directors. A written request for appeal must be submitted no more than thirty (30) days after the individual receives notice of a violation of this policy.

Whistleblower Policy

Introduction

The Murray Chamber of Commerce ("Chamber") is committed to maintaining the highest standards of ethics, honesty, and accountability. To promote these values, the Chamber encourages employees, members, volunteers, and other stakeholders to report any concerns about illegal or unethical conduct within the organization.

This Whistleblower Policy outlines the procedures for reporting and addressing such concerns and provides protection against retaliation for individuals who report in good faith.

Scope

This policy applies to all employees, members, volunteers, contractors, and stakeholders associated with the Murray Chamber of Commerce.

Reporting Procedure

If you have concerns or suspect wrongdoing, you should report them to the designated whistleblowing channel. A complaint, report or inquiry made by staff should be directed to a direct supervisor; if this person is implicated in the complaint, report, or inquiry, it should be directed to the next level above the direct supervisor or the Chairman of the Board. A complaint, report or inquiry by a volunteer should be directed to the Chairman and if the Chairman is implicated in the complaint, report, or inquiry, it should be directed to the Chairman Elect or the Executive Director/President/President.

Reports made under this policy will be treated confidentially to the extent allowed by law and consistent with a thorough investigation. However, the Chamber cannot guarantee absolute confidentiality.

Protection from Retaliation

The Chamber strictly prohibits any form of retaliation against individuals who report concerns in good faith. Retaliation includes, but is not limited to, harassment, termination, demotion, or any adverse employment or business action.

Investigation Procedure

Once a report is received, the Chamber will initiate an impartial and confidential investigation. The investigation will be conducted promptly and thoroughly. Individuals involved in the investigation process should not discuss the matter with anyone other than those directly involved in the investigation.

Reporting Outcomes

The Chamber will inform the whistleblower of the outcome of the investigation, to the extent permitted by law and consistent with the need to protect privacy and confidentiality.

Non-Malicious Reporting

Anyone who makes a report that is found to be false, malicious, or in bad faith may be subject to appropriate disciplinary action.

Retention of Records

All reports, investigations, and outcomes will be documented and retained in accordance with applicable laws and regulations.

Review and Updates

This policy will be reviewed periodically to ensure its effectiveness and compliance with applicable laws and regulations. Updates and amendments will be made as necessary.

Conclusion

The Murray Chamber of Commerce is dedicated to maintaining a culture of integrity and transparency. This Whistleblower Policy is designed to encourage the reporting of concerns while protecting those who come forward in good faith.

Conflict of Interest Policy

Each member of the Board of Directors and/or Chamber committees has a fiduciary responsibility to the Board. It shall be the duty and obligation of each director/committee member to act in the best interest of The Chamber as opposed to primarily representing individual constituencies. No Board member shall vote on any action in which the individual Board member or committee member may receive direct or indirect monetary benefits or on any action in which the director/member may have conflict due to a affiliation with the organization subject to the proposed action. Such action shall be reflected in the minutes.

A conflict of interest arises when a Board/Executive, employee or committee member's personal affairs or interests, typically of, but not restricted to, a financial or material nature, conflict or appear to conflict with their public duties and responsibilities to The Chamber, its programs, members, participants, or patrons. It is not sufficient for a Board/Executive, employee, and committee member to act within the law, but they must also act in a manner so scrupulous as to withstand the closest public scrutiny.

To protect their honesty and impartiality, Board/Executive, employee, and committee members should not be or place themselves or their families in situations where they might benefit personally, or they may be obligated to any person who might benefit from special consideration or favor on their part. All Board/Executive, employee, and committee members must exercise care in the management of their private affairs so as not to benefit or appear to benefit from the use of information acquired during the course of their official duties, which is not generally available to the public. All Board/Executive, employee, and committee members shall not place themselves in a position where they could derive any direct or indirect benefit from any of the Chamber's contracts or transactions.

Board/Executive members, employees, and committee members must not participate in decision-making on any matter in which they have a pecuniary interest to a greater extent than your fellow Chamber members. When any situation arises that pertains to ethics, the position taken by a Board/Executive, employee, and committee members of the Murray Chamber of Commerce must not only be legally correct but should also be a position that will stand the test of public scrutiny if necessary. If such public scrutiny could result in allegations that would likely harm or embarrass the Chamber member, the Chamber organization, or any third party, then it is not the correct position to be taken.

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

The onus for identifying a potential conflict of interest is always on the individual. Board/Executive members, employees, and committee members shall disclose to the Chairman or Executive Director/President/President a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge or their assigned duties and responsibilities or with the best interest of The Chamber.

Definition: A pecuniary interest is something that could monetarily affect you, your spouse, your children, your parents or the parents of your spouse, or a business that employs you or any organization in which you have an interest.

Committees of the Board

The Board of Directors may create such committees as it deems advisable to handle the work of the Chamber. The Board shall authorize and define the powers and duties of all committees. The Board shall annually review and approve all activities and proposed programs of such committees, including collection and disbursement of funds.

Each council shall be headed by a member of the Executive Committee designated by the Chairman of the Board to serve in that capacity. Council chairs shall develop a plan of action for the particular council they chair and make recommendations to the Chairman of the Board for appointment of Committee Chairs to carry out that plan of action during the year. The Council Chairs shall be responsible for ensuring that Committee Chairs meet regularly and that they are fiscally responsible in carrying out all activities.

No action or resolution that impacts or represents The Chamber shall be taken by any committees unless it has been previously approved by the Board of Directors.

With the exception of the Executive Committee, the Chairman has the authority to establish or discontinue various committees according to the strategic goals of the BOD and appoint committee members. By their nature, ad hoc committees are formed when they are needed and dissolved when their work is done.

The Chairman of the Board, by and with the approval of the Board of Directors, shall appoint all committee members and committee chairmen. The Chairman of the Board may appoint such ad hoc committees and their chairmen as deemed necessary to carry out the program of the Chamber. Committee appointments shall be at the will and pleasure of the Chairmen of the Board and shall serve concurrent with the term of the appointing Chairman of the Board, unless a different term is approved 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.

Executive Committee

Objective and Goal: The Executive Committee consists of five officers of the Board: the Chairman, Chairman-Elect, Secretary/Treasurer, President, and Past Chairman. It exercises the power of the Board between Board meetings.

Responsibilities: The Board of Directors, by resolution adopted by a majority of Directors, may designate an Executive Committee to consist of the Chairman of the Board, Chairman-Elect, Secretary-Treasurer, Immediate Past Chairman of the Board, five (5) members at large from the current Board of Directors) and Executive Director/President/President.

The Executive Committee, to the extent provided in said resolution, shall have and may exercise all of the authority of the Board, except where action of the full Board is required by statute or the articles of incorporation. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required. The Executive Committee is responsible for evaluating the Executive Director/President/President and all aspects of the Chamber of Commerce for which they are responsible, including but not limited to program efficiency, effectiveness and quality, fiscal management, supervision, team leadership, fundraising, marketing, community relations, risk management, and building management.

Government Relations Committee

Objective: The Government Affairs Committee is composed of a group of local leaders/members that help the Chamber provide our members a platform for local, state, and federal advocacy. The Government Relations Committee is an essential part of the Chamber's efforts to promote a favorable business environment and advocate for the interests of its members.

Responsibilities: Advocating for policies, regulations, and legislation that are favorable to business interest and economic growth, legislative monitoring of regulatory changes that could impact business in the area, relationship building among elected officials, government agencies, and other key stakeholders, hosting of events, seminars, or workshops to educate members on relevant government issues, policies or regulations, and developing strategies that outline the Chamber's goals, priorities, and tactics.

Accreditation & Bylaws Committee

Objective: Accreditation with the United States Chamber of Commerce is the only program of its kind that defines excellence in chamber planning and recognizes chambers for outstanding contributions toward positive change in their communities. This committee will assist the Chamber with the application process in 9 different areas. This committee will also review and recommend amendments to the Chamber Bylaws as deemed necessary.

Responsibilities: Reviewing, developing, and earning the Chamber's 5 star accreditation and identifying needs for improvement or amendment of Bylaws to fit the evolving needs of the Chamber. This committee plays a critical role in establishing and maintaining the framework for the chamber's governance and operational needs.

Human Resources/Chamber Operations Committee

Objective: The Human Resources Committee shall provide support and advise the Executive President/ Chief Executive Officerin maintaining chamber operational documents.

Responsibilities: Meet with the Executive President/Chief Executive Officeron a biannual basis to review the Employee Handbook and Policy & Procedures Manual and offer recommendations/suggestions that may help clarity or compliance. This committee will also recommend trainings for staff to attend to help them be more efficient within their role and may review employee benefits.

Breakfast with Mayor/Community Leaders Committee

Objective: to serve as the bridge between the business community and the local government in its efforts help promote collaboration, transparency, and advocate for policies that benefit local businesses and the community at large.

Responsibilities: Organize Breakfast with the Mayor/Community Leaders topics and venue, seek funding or sponsorship opportunities if necessary, gather feedback from attendees to assess the event's effectiveness and identify needs for improvement, develop agenda for the event, including discussion topics, presentations, and any relevant guest speakers or panelists.

Nominating Committee

Objective: To identify and nominate qualified candidates for leadership positions within the chamber and to ensure that the chamber has a strong and effective leadership team.

Responsibilities: ensure the nominated candidates reflect the diverse business interests of the chamber, including the board of directors and officers, plan the orderly transition of leadership roles to ensure continuity and a smooth handover of responsibilities.

Education Committee

Objective: The Education Committee promotes continuing education and connects industry needs with educational programs to ensure a skilled workforce for our community.

Responsibilities: Maintain close contact with local educational institutions, both public and private, to provide input as to industry needs; and to provide incentives to members of the profession and students to encourage standards of excellence.

Murray Youth Community Council (MYCC)

Objective: MYCC Initiative is a comprehensive youth program that creates confident, leadership-oriented students who can achieve personal success. The MYCC is made possible through the Murray Chamber of Commerce Foundation with a strong collaboration by the students' home schools.

Responsibilities: To annually recruit students from within the 8th grade of local public and private schools that commit to participate in a five-year leadership program; to organize a group of business volunteers that commit to serve as mentors for cadres of 8th, 9th, 10th, 11th and 12th grade students exposing them to activities/projects designed to inspire leadership qualities; and to assist in raising funds to support the overall operation of the program and delivery of $500 scholarships for all seniors exiting the program annually. *If a student joins the program their senior year; it will be up to the Executive Committee on the scholarship amount.

Business Development Certification Program Objective:

The Business Development Certification Committee is responsible for the promotion of professional development practices among Chamber Members. The committee develops the annual Business Development Certification Program which consists of a series of 8 professional development-oriented

workshops offered at no cost to all Chamber members. To constantly deliver tips and techniques of exceptional service to Chamber Members; fostering a positive image among all The Murray residents.

Responsibilities: To annually plan and organize the series of seminars that constitute the Business Development Series Program for that respective year; to seek and secure experts in the field that provide session training on a volunteer basis; and to assist in delivery of the program by helping with recruitment of participants and registration and monitoring at each session.

Elevate Murray Committee

Objective: The Leadership Committee will be responsible for planning and organizing a program of orientation and exposure to the local culture/history and current advantages, needs and challenges facing the local community.

Responsibilities: To plan and organize a leadership program(s) consisting of ten sessions, each addressing a topic of interest related to societal, demographic, political and/or industry-related issues affecting Murray/Salt Lake County. To recruit members of the local community, particularly new arrivals, with an interest in obtaining a better understanding of the local population and its dynamics.

Small Business Committee

Objective: To support local business owners with workforce and business development through education, community involvement, and exposure.

Responsibilities: To develop the Chamber's Small Business Saturday and Business Week, assist in executing small business awards/business icon awards, and any other events necessary such as but not limited to a job fair to engage members, and provide informative and educational programs to the membership on a regular basis.

Events, Entertainment, & Marketing Committee

Entertainment & Hospitality Committee

Objective: To boost tourism, foster community engagement, and create a vibrant local economy, to showcase the area's culture, arts, and heritage through events and initiatives that enrich the local businesses and communities, facilitate collaboration and networking opportunities for businesses/ members.

Responsibilities: Organize and coordinate events, festivals, and attractions to engage the local community, partner with local businesses, hotels, restaurants, and cultural organizations, to create attractive packages and deals for visitors, create networking opportunities for members that creates camaraderie and community development.

Chamber Events Committee

Objective: To ensure that the Chamber's communications are done professionally, reviewed and are consistent. To take such actions on behalf of the Chamber as are consistent with policies and decisions of the Board and Chamber as a whole.

Responsibilities: Coordinate events including, but not limited to, the following: monthly mixers, happy hour events, Coffee with the Chairman, networking events, chamber festival.

Welcoming Committee

Objective: Create a welcoming and positive first impression for new members, helping them feel valued and appreciated, encouraging them to participate in chamber events and activities, provide new members with essential information about chamber benefits, services, and resources.

Responsibilities: Attend and participate in ribbon cuttings/grand opening ceremonies, be a chamber ambassador that actively participates in chamber events and initiatives, follow-up with new members after initial integration to ensure they are finding value and address questions or concerns, recognize and celebrate the contributions of new members within the chamber community.

Membership Committee

Objective: to attract new members, increasing the organization's size and influence, work to retain existing members by providing value, support, and engagement resources, foster connections and relationships among chamber members, helping them to connect, collaborate, and grow their businesses, ensure members are satisfied with the chamber's services and benefits and seeking to continuously improve and align offerings with member needs.

Responsibilities: develop strategies and campaigns to attract new members, create and facilitate a member orientation process, oversee the development and delivery of services, benefits, and resources provided to chamber members, develop and update marketing materials and information packets necessary for recruitment purposes.

Board Committee Principles and Guidelines

1. Each committee, ad hoc or standing, shall have a chairperson appointed by the Chairman of the board. Committee chairs should work with staff as appropriate to prepare background materials for committee meetings and schedule meetings, but will be responsible for preparing minutes and reports which shall be submitted to the staff liaison before the 15th of each month.

2. Board committees are established to help the BOD fulfill its job, not to help the staff do its job. Committees ordinarily will assist the board by preparing policy alternatives and implications for board deliberation. Board committees are not to be created by the board to advise staff.

3. Board committees may not speak or act for the board, except when formally given such authority for specific and time-limited purposes. Expectations and authority will be carefully stated in order not to conflict with the authority delegated to the chairman.

4. Board committees shall not exercise authority over staff. Since the Executive President/Chief Executive Officerworks for the full board, the Executive President/Chief Executive Officeris not obligated to seek approval from a board committee before taking executive actions.

5. Board committees are to avoid over-identification with organizational parts rather than the whole. Therefore, a board committee that has helped the board create policy on some topic will not be used to monitor organizational performance on that same subject.

6. The committee must follow the policies and values of the organization.

7. The committee may not conduct business without a quorum of committee members present. Those members of the committee present shall constitute a quorum for the transaction of business. A majority of those committee members present and voting shall be required to approve items or business brought before the committee.

8. Absence from three (3) consecutive meetings without an excuse deemed valid by the committee shall be construed as resignation. A member may be excused from a meeting by contacting the Committee Chairman or his/her designee prior to the meeting and stating the reason for his/her inability to attend the meeting. During the meeting, the committee shall be informed of the committee member's reason to be absent and determine whether to make a motion to excuse the absent committee member. Upon passage of the motion by a majority of the committee members present, the absent committee members shall be considered excused, and the appropriate notation will be made in the minutes. If the motion is not passed or the above procedure is not followed, the minutes will reflect that the absence is unexcused. Personal illness, family emergencies, military absences, family weddings, family graduation or school functions, funerals, bona fide business or employment obligations, and vacation trips shall constitute good cause for nonattendance at meetings. Whether good cause exists for any other absence shall be determined by vote of the majority of committee members present.

9. All members are subject to censure or removal at the direction of the Board of Directors, in accordance with the Confidentiality Agreement.

10. Committee expenses must be submitted to the Executive President/Chief Executive Officerfor approval before they are incurred. A profit and loss statement is mandatory for each event and must be included in the committee meeting's minutes.

Budgetary & Financial Policy & Procedures

The Murray Chamber of Commerce is committed to responsible financial management. The entire organization, including the Board of Directors, administrators and staff, will work together to make certain that all financial matters of the organization are addressed with care, integrity and in the best interest of the Chamber.

The policy and procedural guidelines here contained are intended to:

- Protect the assets of the Chamber;
- Ensure the maintenance of accurate records of the Chamber's financial activities;
- Provide a framework of operating standards and behavioral expectations; and
- Ensure compliance with federal, state and local legal and reporting requirements.

The President/Chief Executive Officerof the Murray Chamber of Commerce has the responsibility for administering these policies and ensuring compliance with procedures that have been approved by the Board of Directors.

Exceptions to written policies may only be made with the prior approval of the Executive Committee/ Board of Directors. Changes or amendments to these policies may be approved by the Board of Directors at any time. A complete review of the policies shall be conducted every three years. Every Director and every Administrator with financial-related responsibility is expected to be familiar with and adhere to the policies and guidelines outlined herein.

Scope of Authority

Board of Directors or Board of Trustees

Has the authority to execute any policies it deems to be in the best interest of the organization within the parameters of the organization's articles of incorporation, bylaws, and applicable federal, state, or local laws.

Chair of the Board

The Chair of the Board shall preside at all meetings of the Board of Directors, and Executive Committee and perform all duties incident to this office. The Chair shall, subject to the approval of the Board of Directors, appoint all committees and shall be an ex-officio member of all committees, and at such other times as the Chair may deem proper, commend to the membership of the board of Directors such matters and make such suggestions as may promote the prosperity and increase the usefulness of the Chamber.

The Chair will work to ensure that the activities of the Chamber are directed toward achieving business and community needs in the area served by the Chamber. The Chair shall exercise oversight responsibility to ensure that the by-laws of the Chamber are properly adhered to and reviewed annually for completeness.

Executive Committee
The Executive Committee shall comprise of Chair of the Board, Past Chair of the Board from the previous year, Treasurer, and Chair Elect. All these Officers shall be current members of the Board of Directors. Members of the Executive Committee may continue service in their elected capacities until the expiration of their term of service as an officer. The Chair of the Board shall serve as head of the 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. The Executive Committee

shall have general charge of the finances and property of the Chamber and shall have the authority to order disbursements for necessary expenses.

Treasurer
The Treasurer shall review receipts and disbursement records of the Chamber. The Treasurer shall review all monies of the Chamber deposited in its name including monthly bank statements and balance sheets. The Treasurer shall chair the Finance Committee and make quarterly monthly finance reports to the Board of Directors. The Treasurer shall submit a financial statement and written report of the year's work at the close of each fiscal year. All Chamber monies shall be kept on deposit in financial institutions or invested in a manner approved by the Board of Directors.

President/Chief Executive Officer
The President/Chief Executive Officer (CEO) shall be the chief administrative and executive officer of the Chamber. The President/CEO shall serve as advisor to the Chairman of the Board and the Chairs of Committees and shall assemble information and data and cause to be prepared special reports as directed by the Board of Directors. The President/CEO shall be responsible for hiring, discharging, directing, and supervising all Chamber employees, subject to the approval of the Executive Committee. With the cooperation of the Finance Committee, the president/CEO shall be responsible for the preparation of an operating budget covering all activities of the Chamber, subject to approval of the Board of Directors. The President/CEO shall also be responsible for all expenditures of approved budget allocations. The President/CEO is hired by the Board of Directors and reports to the Chair.

Indemnity Policy
To the fullest extent allowed by applicable law and in the manner prescribed or permitted, the Murray Chamber of Commerce may indemnify any past, present, or future Directors, Officers, Employees, or Agents against all costs, expenses, and liabilities, including attorneys' fees, incurred or imposed upon them due to their involvement with the Murray Chamber.

No such reimbursement or indemnity shall relate to any expense incurred or settlement made in connection with any matter arising out of their negligence or misconduct as determined either by a court of competent jurisdiction or, in the absence of such a determination, by the Murray Chamber of Commerce acting on the advice of counsel.

The Murray Chamber of Commerce shall purchase and maintain insurance on behalf of any person who is or was serving at the request of the Chamber, as a Director, Officer, Employee, Agent, Staff Volunteer or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such.

Safeguarding Assets

● The Executive President/Chief Executive Officer shall have primary responsibility for ensuring that proper Financial Management procedures are maintained and that the policies of the Board are carried out.

● The Treasurer and the Executive Committee shall provide fiscal oversight in the safeguarding of the Assets of the Organization and shall have primary responsibilities for ensuring that all internal and external financial reports fairly present its financial condition.

● A proper filing system will be maintained for all financial records.

● Actual income and expenditures will be compared to the budget on a quarterly basis.

● All excess cash will be kept in an interest bearing account.

● Bank statements are promptly reconciled on a monthly basis.

● Documents on all securities and fixed assets will be kept in a locked fireproof file. Inventory records will contain description, serial numbers, date of purchase or receipt, valuation, and date of valuation.

● Appropriate insurance for all assets will be maintained.

Signatories & Disbursements

No disbursements of the funds of the Chamber shall be made unless the same shall have been approved, authorized, and ordered by the Board of Directors. All disbursements shall recorded, and reviewed by the Financial Committee monthly and reported to the Board of Directors. Checks shall be signed by the President/Chief Executive Officer and shall be countersigned by the Current Serving Chair, Chair Elect, Past Chair and Treasurer. Upon the approval of the budget, the President/CEO may be authorized to make disbursements on account of expenses provided for in the budget without an additional approval of the Board of Directors. All recommendations for expenditures outside the budget shall be submitted to the finance committee, whose recommendations shall be submitted to the Board.

● Blank checks shall be stored in a secure drawer.

● Blank checks may never be signed in advance.

● The President/Chief Executive Officer has expenditure approval up to the parameters set by the annual operating budget as approved by the Board.

Operating Procedures

The Treasurer will also function as the accountant with primary responsibility for designing and maintaining the accounting system. Bookkeeping support may be provided by other staff as designated. Monthly reports shall be made to the Executive Committee/President/Chief Executive Officer covering, at a minimum, receipts, disbursements, receivables, and payables.

The President/Chief Executive Officer will be required to include budget comparisons in periodic financial reports to the Treasurer and the Board.

Standard Journal Entries should be reviewed by the Executive Committee/President/Chief Executive Officer for reasonableness and approved for posting to the general ledger. (Non-standard journal entries are to be reviewed by the auditor). Journal entries are pre-numbered and are accounted for monthly. The Treasurer will be responsible for providing semi-annual budget reviews and annual reviews of the adequacy of insurance coverage. The Board of Directors will be required to ensure an independent audit annually.

Contract Signing Authority

It is the policy of the Chamber to grant authority to sign contracts to the Executive President/Chief Executive Officer as long as the financial implications of the contract are included in the Chamber's Board approved budget. If the financial implication of signing a contract is not included in the Chamber's budget, BOD approval is required before the authority to sign the contract is granted.

Credit Cards

The Chamber maintains a corporate credit card account at the discretion of the Executive Committee/ President/Chief Executive Officer and the Board of Directors.

Expenses must be valid, approved by the Executive Committee/President/Chief Executive Officer and following budgetary guidelines.

All charges must be documented with supporting documentation and reports submitted at the end of the month matching credit card invoice. A receipt must be provided for each charge and shall be submitted as soon as possible but no later than five (5) days from the date of charge.

Refunds & Reimbursements

It is the policy of the Chamber not to grant refunds for member dues. Directors and committee members must submit expenses for approval prior to events/expenditures being made. No reimbursements will be made. Exceptions to this policy must be approved by the Executive Committee.

Financial Reporting

● The Murray Chamber of Commerce operates on a Calendar Year that begins on January 1 and ends on December 31.

● Annual budgets are prepared by the President/Chief Executive Officer with advice of the Treasurer and the Executive Committee. The budget shall contain all items of expense anticipated in carrying out the Program of Work adopted by the Board. In addition, a capital budget shall be prepared and contain proposed capital expenditures. The President/Chief Executive Officer must present the annual budget to the Board of Directors a minimum of 30 days prior to the end of the fiscal year. The Board must approve the budget.

● Budgets are reviewed mid-year (June) and are adjusted as necessary to reflect changing conditions.

● A Chart of Accounts is available and used to code receipts and disbursements to the proper accounts.

● Non-standard journal entries are discussed with the CPA to ensure proper accounting treatment.

● Monthly Financial Reports are provided to the Treasurer and the Executive Committee within 30 days of the close of the period.

● Detailed Financial Reports are provided to the Board of Directors quarterly at a regular Board meeting.

● Reference explanations for any and all budget variances of 10% or more are contained for the above referenced reports.

● Taxes will be submitted by an independent CPA at the close of each fiscal year. The CPA will present a detailed report of the audit to the Board of Directors at their regular meeting 90 days after the end of the fiscal year, or earlier.

Inventory (Property & Equipment)

It is the policy of the Chamber to maintain a complete inventory list of all Chamber property and equipment valued over $100. Additionally, a review of the physical location of the property will be done annually.

Independent Contractors

It is the policy of the Chamber to evaluate criteria established by the IRS when assigning an individual status as an employee or as an independent contractor. Individuals qualifying as independent contractors will sign an Independent Contractor Agreement and will be issued an IRS Form 1099 if compensation is $600 or more.

Accounting Procedures

The Chamber receives revenue from different sources. These must be properly identified since the source determines tax consequences. Every Chamber event or program shall be entered into a separate ledger and coded accordingly. Sources of Revenue include:

○ Membership Dues – Dues paid by members on an annual basis as per anniversary

○ Sponsorships/Donations – Revenue generated from benefactors

○ Sales – Income generated through sale of advertising, souvenirs, etc.

○ Services – Income generated through delivery of services, e.g., certificates of origin

○ Programs & Projects – Income generated through seminars, conferences, events, etc.

Bank Reconciliations

● The Treasurer shall maintain a record of all bank transactions, listing all checks disbursed and all receipts deposited on a weekly basis. This computerized system shall show the current bank balance for all bank accounts.

● On a monthly basis, the Treasurer will reconcile the bank statements and notify the Executive Committee/President/Chief Executive Officer of any discrepancies.

● The Executive Committee/President/Chief Executive Officer will resolve all discrepancies with the assistance of the accountant, and the bank, if necessary. The Executive President/Chief Executive Officer will report the resolution of the discrepancies to the Treasurer.

● The Treasurer will adjust the system as needed.

● The Treasurer will reconcile the system to the general ledger cash accounts on a monthly basis.

Billing and Receivables

● All billings for services or goods are approved in advance by authorized personnel.

● The President/Chief Executive Officer prepares all billings and invoices on a timely basis.

● The Treasurer records the billing/invoice in the accounts receivable ledger on a timely basis.

● The Treasurer posts the accounts receivable ledger to the general ledger on a timely basis, utilizing the billing/invoice copies.

● The Treasurer reconciles the accounts receivable ledger to the general ledger on a monthly basis.

● The Treasurer prepares a status report on all outstanding receivables, on a monthly basis, and submits the report to the Executive Committee/President/CEO/

Accounts Payable

● All invoices are submitted to the Treasurer.

● The Treasurer records all invoices in the accounts payable ledger immediately upon receipt, and places the invoices in the unpaid open invoice file.

● Invoices from unfamiliar or unusual vendors, must be reviewed by the President/Chief Executive Officer for approval.

● All payments are immediately recorded in the accounts payable ledger by the Treasurer.

● The accounts payable ledger is reconciled with the general ledger by the Treasurer on a monthly basis.

Computer Controls

● The Treasurer is responsible for inputting the financial data into the computer for generating financial reports. Only the Treasurer will have access to the password required to log onto the system.

● Detailed printouts of cash receipts and cash disbursements are to be obtained. The Treasurer is responsible for comparing the detailed printouts to source documents for accuracy.

● All subsidiary account balances are reconciled to the control accounts monthly.

● A trial balance on the general ledger totals should be obtained and compared to detailed reports for accuracy of balances.

General Chamber Policy

Meetings

All Board of Directors meetings, committee meetings, general membership meetings, etc. shall follow Robert's Rules of Order Newly Revised.

Event and Meeting Complimentary Tickets

Unless explicitly notified by Chamber leadership beforehand, all Board of Directors, committee members, and general members are responsible for purchasing their own tickets for all Chamber sponsored events.

The Executive Committee/President/Chief Executive Officer reserves the right to designate complimentary tickets to the Board Chair, at his or her discretion.

Communication Policy

It is the policy of the Murray Chamber of Commerce that any communications on behalf of the Chamber shall be made officially through its President, staff, or the Board Chairman. No statements shall be made, either verbal or written, that conflict with the position of the Chamber. Leadership should understand that, by virtue of their position, any statements may be perceived as official and made on behalf of the Chamber.

To control official communications, stationary and business cards shall solely be used by staff. The exception to this policy would be a letter written by the Chairman or President/Chief Executive Officer under the direction of the Board. A copy of the approved letter shall be provided to staff within 24 hours of dissemination for permanent file retention. Staff will prepare letters on behalf of the Chamber with a copy remaining in the office.

Social Media Communications

The Murray Chamber of Commerce Social Media Policy serves to protect and enhance the Chamber brand through the use of social media. Our Social Media Policy and Guidelines apply to all The Murray Chamber of Commerce employees, contractors, volunteers, and Board of Directors working on behalf of the Chamber who contribute personally or professionally to any social media tools.

The following is The Chamber's Social Media Policy to ensure consistency and the protection of the Chamber's brand:

● All posts and comments, whether via personal or Chamber accounts, shall be respectful, constructive and add value to the conversation.

● Chamber social media accounts shall only be used to represent and promote the organization.

● Under no circumstances will the Murray Chamber of Commerce promote any organization that is not a member of the Chamber on its social media accounts or website.

● All marketing for committees and their programs will be done via the Chamber's official social media accounts and published by the Chamber.

The Murray Chamber of Commerce reserves the right to:

● Monitor and control, at its discretion, its brand identity online as well as offline.

● Remove comments and/or block users should any conversation become adversarial or antagonistic.

● Remove inappropriate, or offensive comments or posts.

● Revoke administrative privileges of anyone not in compliance with its social media policies.

● Modify this policy at any time. The policies in this document apply to any and all social media accounts that pertain to the Chamber or its committees.

Logo Usage

The Chamber's logo is developed and utilized for the promotion and marketing of the organization. No Board member or Chamber member shall utilize the logo on any printed publication or broadcast media without approval from the Board of Directors or written authorization given by the Executive Director/ President. Elements of color and font are to be strictly adhered to if permission is granted.

Building and Facilities Policy

The following policy is used as a general guideline for the use of The Chamber building and facilities:

● The use of facilities and equipment must not conflict with regular Chamber use.

● The building is available for use by members; however, the building shall not be used for any political, religious or controversial meetings.

● Meetings must be scheduled in advance during the Chamber's normal operating hours: Monday – Friday 8:00 a.m. – 5:00 p.m.

● Groups using the Chamber's facilities shall be held responsible for any and all damages to the Chamber property and for the conduct of all parties present during the period of use.

● Office equipment, chairs and furniture are not to be taken from the Chamber building or moved from room to room without the consent of the Chamber staff. Groups using the Chamber's facilities are expected to leave the room in a neat and orderly fashion.

Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, PO Box 146705
Salt Lake City, UT 84114-6705
Service Center: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: http://www.commerce.utah.gov

04/28/2024
5861808-014004282024-1155605

CERTIFICATE OF EXISTENCE

Registration Number:	5861808-0140
Business Name:	MURRAY AREA CHAMBER OF COMMERCE
Registered Date:	March 17, 2005
Entity Type:	Corporation - Domestic - Non-Profit
Status:	Current

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah. The Division also certifies that this entity has paid all fees and penalties owed to this state; its most recent annual report has been filed by the Division **(unless Delinquent)**; and, that Articles of Dissolution have not been filed.

L. Veillette

Leigh Veillette
Director
Division of Corporations and Commercial Code

Category	JAN-DEC 24		
Ordinary Income/Expense			
Income	**Amount (USD)**		
City Support	$ 60,000.00		
Events Income			
Cruise Income	$ 8,000.00		
Gala Income	$ 25,000.00		
Golf Tournament	$ 18,000.00		
Workshops	$ 24,000.00		
Hot Air Balloon Palooza	$ 25,000.00		
Total Events Income	**$ 100,000.00**		
Membership Renewals	$ 35,000.00		
New Memberships	$ 30,000.00		
Total Memberships Income	**$ 65,000.00**		
Total Income	**$ 225,000.00**		
Cost of Goods Sold			
Events Expenses			
Gala Expenses	$ 14,000.00		
Golf Tournament Expenses	$ 9,500.00		
Workshop Expenses	$ 2,000.00		
Hot Air Balloon Palooza	$ 20,000.00		
Total Events	**$ 45,500.00**		
Sales Commission	**$ -**		
Total COGS	**$ 45,500.00**		
Gross Profit	**$ 179,500.00**		
Expense			
Advertising & Marketing	$ 1,600.00		
Automobile Expenses	$ 2,400.00		
Bank Service Fees	$ 800.00		
Dues & Subscriptions	$ 290.00		
Information Technology	$ 2,250.00		
Insurance	$ 2,000.00		
Labor	$ 60,000.00		
Licenses & Permits	$ 10.00		
Meals & Entertainment	$ 2,000.00		
Merchant Fees	$ 3,400.00		
Office Rent	$ 7,200.00		
Office Supplies	$ 2,000.00		
Postage and Delivery	$ 200.00		
Accounting	$ 1,500.00		
Telephone	$ 2,000.00		
Total Expense	**$ 87,650.00**		
Net Income	**$ 91,850.00**		

EVENTS	2024 - Goal	Actual	Notes
Cruise	$8,000.00	$5,685.00	
Golf (5/24)	$18,000.00	$0.00	
Workshops	$24,000.00	$0.00	Still in planning stages
Hot Air Balloon Fesitval	$25,000.00	$0.00	Still in planning stages
Gala (11/24)	$25,000.00	$0.00	This hasn't even been planned out yet. This was based off of the last gala.
MEMBERSHIP			
New Members	$30,000.00	$0.00	New Murray Business Initiative are not Included in this projection
Renewals	$35,000.00	$0.00	

MURRAY

AREA CHAMBER OF COMMERCE

SERVING UTAH SINCE 1948

Murray Area Chamber of Commerce Application for Funds Presentation for Murray City's Fiscal Year 7/2024-6/2025

MURRAY
AREA CHAMBER OF COMMERCE
SERVING UTAH SINCE 1948

Overview of the Organization

The Murray Area Chamber of Commerce is

- A referral-driven networking resource.
- Educational resource.
- Dedicated to the success of our Murray businesses.
- Committed to the development and growth of our members.
- Bridge the gap between government, business, community, and education.
- Hub of entrepreneurial education, business development, community relations, and youth development.
- Liaison in the development of youth leadership and business prosperity.

MURRAY
AREA CHAMBER OF COMMERCE
SERVING UTAH SINCE 1948

Overview of the Organization

The Murray Area Chamber of Commerce Mission

- Foster Economic Growth & Prosperity in Our Community
- Empowering Local Businesses, Advocating for their interests
- Facilitating meaningful connections among business owners, government agencies, and other members.
- Creating a Vibrant and inclusive business ecosystem that promotes innovation, colloboration, and sustainability
- Supporting long-term success of our members and contributing to the overall well-being of our community.

MURRAY
AREA CHAMBER OF COMMERCE
SERVING UTAH SINCE 1948

Structure of the Chamber

- Executive Board
- President/CEO
- Board
- Ambassadors

The only paid position is the President. All other positions are voluntary.

MURRAY
AREA CHAMBER OF COMMERCE
SERVING UTAH SINCE 1948

Overview of the Organization

Executive Board

Kathy White
Chair
Board of Directors

Brett Lechtenberg
Past Chair
Board of Directors

Amber Miller
Treasurer

Matthew Gibbons
President/CEO

Mike Henderson
Ambassador Chair

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Overview of the Organization

Board 2024

Lives in Murray - 2

Works in Murray - 6

Elvon Farrell

Matthew Gibbons

Mike Henderson

Brett Lechtenberg

Lenny Leslie

Amber Miller

Zach Smith

Luke Thompson

Sherri Vanbibber

Kathy White

George Wilkinson

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Overview of the Organization

2024 Ambassadors

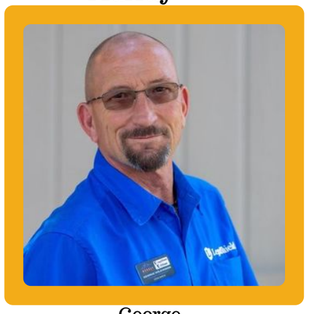
Ben - Prime IV
Murray

Dorie-Beyond Creation
Murray

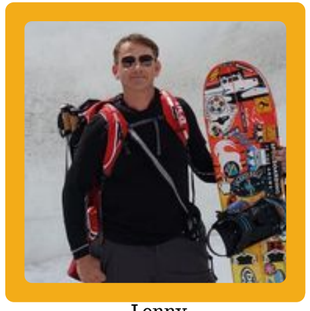
Brett -
Total Success Business Solutions

Dwight-Midvale

Luke - WAFD
Murray



George
Legalshield
Bountiful



Lenny
Park City Toffee
Park City

Zac Smith
Post Net
West Valley

Matt
Murray Chamber

Kathy
Kathy White Coaching
Murray

Sherri - Red Cross
Murray

Elvon-
Murray City

Allison -
WAFD
Murray

Jeff Vega

Carlos Robles Cruz

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Services Provided by the Organization

- Referral Community
- Women In Business
- Business Accelerator
- Ambassador Team
- MYCC
- Ribbon cutting, groundbreaking, and/or grand re-opening as appropriate.

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Services Provided by the Organization

- Open Houses for Local Businesses
- Networking
- Business Education
- Opportunity to go on Good Things Utah at a discounted rate
- Co-hosting opportunities for chamber events, increasing brand exposure, and demonstrating leadership

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Services Provided by the Organization

- Annual Children’s Charity Golf Tournament
- Support Local Community Events
- Connections to other Business Community Leaders
- Business Spotlight Podcast
- Listing in the chamber's online directory, enhancing visibility for your business
- Certificates of Origin at no charge (if all eligibility requirements are met)

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Services Provided by the Organization

- Landing page with a link to the company website included on the MACC website
- Access to member business directory.
- Access to exclusive discounts and promotions offered by fellow chamber members.
- Promote your events on Murray Chamber Calendar & Newsletter

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Volunteering at Murray Children's Pantry

Networking Events

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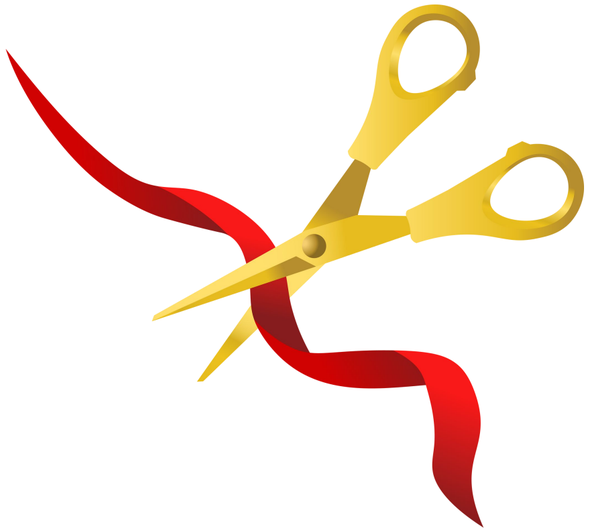
Ribbon Cuttings to Welcome New Businesses in Murray



MURRAY
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SERVING UTAH SINCE 1948

Business Spotlight Podcast powered by The Murray Chamber of Commerce

Murray Chamber of Commerce
Published by Brett Lechtenberg · 2d ·

Check out the newest episode of the Business Mastery Podcast With Cynthia Yarinakis of African Tours, powered by the Murray Chamber of Commerce.

Thank you to our show sponsor Personal Mastery Martial ARts and Family Success Center.

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Referral Community

Live Training Every Thursday by Brett Lechtenberg & Matthew Gibbons

Educating on Subjects such as:

- Marketing
- Branding
- Advertising
- Sales
- Business Development
- Staff training
- Entrepreneurial Structure
- Habit Creation

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Helped The Rotary of Murray with The Annual Cleanup

Picked up Trash

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In partnership with the Murray Children's Pantry
and Frank Cordova Foundation

Delivered over 200 Turkey Dinners to Horizon Elementary & Parkside Elementary

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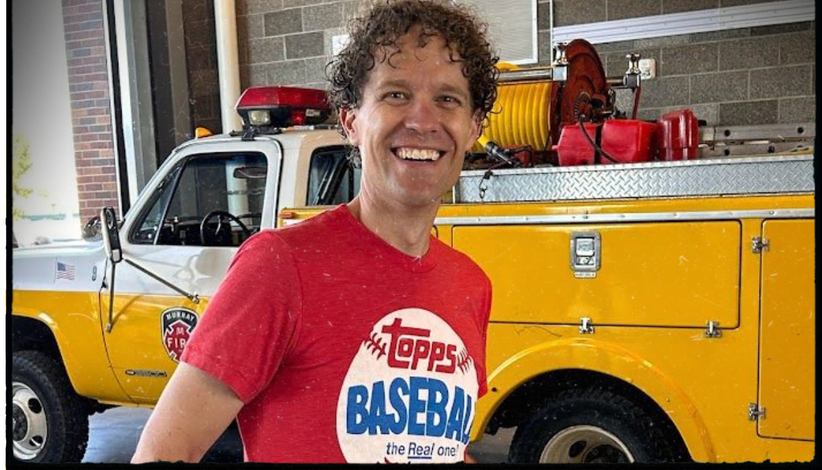
Fire Fighters Breakfast



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AREA CHAMBER OF COMMERCE
SERVING UTAH SINCE 1948

Handed out Hot Chocolate at Tree Lighting Ceremony

Women In Business

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AREA CHAMBER OF COMMERCE
SERVING UTAH SINCE 1948

Annual Golf Tournament

Donated $5,000 to The Spartan Closet

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Changes Fitness Christmas Party

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The Financial Request

Request: $60,000

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The public purpose (i.e., the benefit to a majority of Murray residents)

Both Murray residents and private businesses benefit, but the primary beneficiaries are the residents of Murray. While businesses receive direct support, the overarching aim is to cultivate a thriving community, which enhances living standards for all residents.

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The public purpose (i.e., the benefit to a majority of Murray residents)

Community-wide Benefit: The appropriation benefits the community as a whole by fostering a robust local economy, which translates into more jobs, better services, and enhanced community welfare through the success of local businesses. By supporting businesses, the Chamber indirectly boosts the local economy, which benefits all residents by increasing local services and infrastructure improvements.

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The public purpose (i.e., the benefit to a majority of Murray residents)

Ultimate Public Goal or Benefit: The intended ultimate goal is to sustain and enhance Murray's economic vitality, ensuring long-term prosperity for its residents. This includes supporting local businesses, which are crucial to the economic and social fabric of the community, thereby enhancing quality of life and economic stability.

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How the funds will be used

- These monies will go to the new Murray businesses Chamber memberships.
- As the new businesses come into Murray, they will receive a complementary first year Chamber Membership.
- This will allow these new businesses to have access to award winning business education and support that we have on the Murray Chamber Board.

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Join us in fostering a thriving business community in Murray

The proposed $60,000 allocation to the Murray Chamber of Commerce is:

- Expected to not only return a significant financial impact through increased tax revenues and economic activity.
- Foster a more vibrant, sustainable local business ecosystem.
- This proposal aligns with the City Council's strategic goals of economic development and community enrichment, promising substantial returns on investment.

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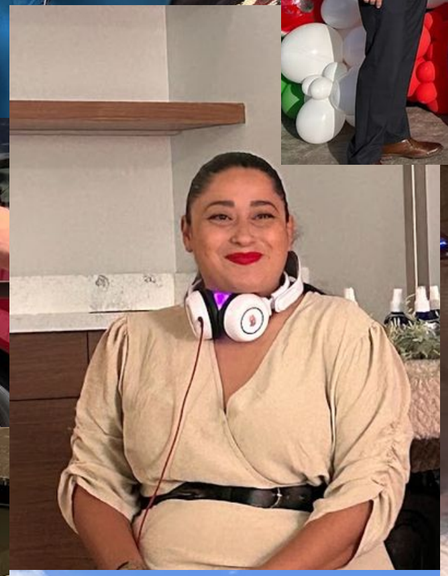
KNOX
BASTA.
BASTA.
BASTA.
BASTA.



Happy House
Cleaning

MURRAY
CITY COUNCIL

Public Hearing # 8

City Council

Appropriation of Money for Boys and Girls Club of Greater Salt Lake

Council Action Request

Council Meeting

Meeting Date: July 23, 2024

Department Director Jennifer Kennedy **Phone #** 801-264-2622 **Presenters** Jennifer Kennedy **Required Time for Presentation** **Is This Time Sensitive** Yes **Mayor's Approval** **Date** July 9, 2024	**Purpose of Proposal** Appropriation of Money for Corporate Purposes **Action Requested** Appropriate funds to the Boys and Girls Club of Greater Salt Lake **Attachments** Resolution and Application from the Boys and Girls Club of Greater Salt Lake **Budget Impact** $100,000 **Description of this Item** Funds will support after school and summer school programs for youth in a safe and supportive environment with evidence-based, high-impact programming. Youth 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.

RESOLUTION NO. R24-__

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 Boys and Girls Club of Greater Salt Lake has requested a monetary contribution in the amount of $100,000.00 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 in 2023 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, the Study was available for public inspection at least 14 days before the public hearing; and

WHEREAS, a public hearing was held on July 23, 2024, before the Council to consider the appropriations; and

WHEREAS, after receiving public input, reviewing the Study and considering

other factors, the Council wants to make a determination regarding an appropriation to the Boys and Girls Club of Greater Salt Lake.

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.

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

   - 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.

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

   - 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 appropriation is 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 an appropriation in the amount of $100,000.00 to the Boys and Girls Club of Greater Salt Lake 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 2024.

MURRAY CITY MUNICIPAL COUNCIL

_____
Pam Cotter, Chair

ATTEST:

_____
Brooke Smith, City Recorder

MURRAY
CITY COUNCIL

Complete and return to:
Murray City Council Office
10 East 4800 South #290
Murray City, Utah 84107

Email: jkennedy@murray.utah.gov

APPLICATION FOR FUNDS

All applications must be received by April 30, 2024 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 applications will not be considered. Awards will be based on an allocated budget amount to be determined during the city's budget process. Funding is not guaranteed.

APPLICANT INFORMATION

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

Applicant Website: www.gslclubs.org

Physical Address: 5263 S. Commerce Dr., 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

Telephone Number: 801-322-4411

PROGRAM INFORMATION

Funding Request Amount (Maximum of $100,000):

Is your organization a 501(c)?

Yes X

No ____

Program is:

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

_X__ 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 has served the Murray Community since 1967 when we established our first Club site in Murray, our primary location. Today in Murray, we serve over 700 youth, ages 3-18, 436 of whom are Murray residents. Youth have access to positive adult role models and mentors, trained youth development professionals, and licensed daycare services. We provide these services at little to 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 school programs for youth in a safe and supportive environment with evidence-based, high-impact programming. Youth 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 provide transportation for youth from Murray schools directly to our Club and offer full day pre-K programs in our state-licensed, state-of-the-art childcare facility. Additionally, we provide all-day summer programs at our Clubs which assist in summer learning loss while keeping Murray youth residents safe among their friends, peers, and caring, supportive adult role models. Youth continue learning throughout the summer in fun ways.

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

According to the Utah Afterschool Network, there are 8 kids on a waiting list for every child that is enrolled in an afterschool program in the Murray City School District. According to Niche.com, the graduation rate in the Murray City School District is 78%. At the Murray Club, 94% of youth are on grade level with 93% expecting to graduate.

According to a community needs assessment by the Pathway Group, there is a 65% gap between the need in the community and the capacity of approved childcare facilities for children under 6 in the counties served by Boys & Girls Clubs of Greater Salt Lake. This need is even greater for Murray residents experiencing financial struggles where their options are reduced because of cost. 80% of Murray Club youth are from households with low-moderate income. The Murray Club offers affordable childcare for ages 3-12 as well as programs for teens. This eases access for these families while reducing cost and transportation barriers.

Additionally, we offer a specialized STEM lab which provides Murray youth with a variety of STEM-related hands on activities and career exploration, cultivating increased opportunities for these youth as they prepare for post-secondary education development. By providing these services to youth in Murray in a safe facility, parents are able to pursue career opportunities and achieve economic stability for their families. The Murray Club lifts the entire community by stabilizing working families, reducing juvenile delinquency, promoting life skills and positive habits that youth carry with them into adulthood.

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 2024-25 school year and through the summer of 2025.

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

N/A

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?

    According to a study conducted by the Institute for Social Research and the School of Public Health at the University of Michigan, there is $10.80 in benefits returned to the individual and society for every $1 spent at a Boys & Girls Club in Utah. Our Club works to keep youth from negative influences whereas, according to Youth.gov, the average cost for youth involved in the Juvenile Justice system is $408 per day and $588 per day for secure confinement ($214,620 per year). We get youth involved in the community and assist them in becoming agents of positive change in their community. We had 528 youth from the Murray Club involved in 151 service projects in the community in 2023.

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

    Even though our programs don't directly relate to the functions of government, they assist government agencies in filling gaps of needs and in their goal of providing meaningful education and support systems to help youth and families in Murray. Our programs reduce crime and benefit government communities 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 at grade level and prepare them to enter into the workforce with skills that will support them for their lifetime. We also keep youth safe in our facilities and assist them in dealing with mental health issues through trauma-informed care and social-emotional learning opportunities in our facilities. We provide safe transportation from Murray schools to our Club. We deliver programs that prevent kids from engaging in risky behaviors such as drug use, crime, and dating violence. We hold family engagement nights where we review what youth are learning in these programs to encourage these discussions to continue at home.

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

    Murray residents and their children are the primary beneficiaries of the Murray Club. Parents with children in our programs benefit having their kids in Club as this offers flexibility in their afternoons to improve their careers and situations. These programs reduce future crimes in the community, 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. According to our National Youth Outcomes Initiative survey, 93% of youth members report feeling safe in the Murray Club and 86% of youth Murray Club members enjoy coming to the Club. We support parents in Murray in achieving a safe place for their kids to go to after school and during the summer. Youth members expand their knowledge in academics, STEM, and 21st-century skills building. Members participate in service projects and cultivate positive civic involvement in the community.

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

The Murray Club has served the public interest for 57 years. During that time, we responded to the needs of youth in Murray City. We've renovated and expanded the Murray Club recently as a state-of-the-art facility to take on the anticipated growth in the community. We currently have a waiting list of 60 youth and have hired new Youth Development Professionals to alleviate this need and take on additional growth. We hire staff who are reflective of the community we serve and provide them with growth and advancement opportunities.

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 advertise at local schools and we provide transportation to our Clubs from the following schools – Longview, McMillan, Parkside, Grant, Horizon, Liberty, and Riverview Elementary Schools; Hillcrest Junior High and Murray High. We post 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.

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, special events, and individual donations to maintain a sustainable long-term funding strategy. We have 22 community leaders serving on our board. They each support funding efforts by making a personal contribution, providing professional advice, community connections, stewardship and solicitation efforts, and more. We maintain three months of cash on hand or approximately $1.4M for the entire organization.

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 uses the Funding Source Fact Sheet as their guide. All contributions received are designated by their category of contribution on all tracking platforms.

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 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.

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

The following are sources of committed funders: Call to Action Foundation, Fidelity Foundation, Florence J. Gillmor Foundation, Bruce & Cecilia Petersen Foundation, Panda Cares, Emma Eccles Jones Foundation, Comcast NBCUniversal, Discover Brighter Future Fund, Endeavor Foundation, Sallie Mae, Willard L. Eccles Foundation, Family Dollar, Progressive Leasing, Bridgestone, Vern & Marva Wolcott Charitable Foundation, Pete & Arline Harman Trust Fund, Richard K. & Shirley S. Hemingway Foundation, Comenity Capital Bank, U.S. Bank, Fredrick H. Barth Foundation, Jacksons Food Stores, Ally Bank, Stephen G. & Susan D. Denkers Family Foundation, Sweet Fund For Health & Wellness, Quality Steel, Utah Association of Financial Services, UBS Bank, Union Pacific Foundation, Wells Fargo Foundation, C. Scott & Dorothy Watkins Foundation, Wex Bank, Navient, Robert & Barbara Keener Foundation, Dee's, Buffalo Wild Wings, IHC Community Partner Fund, Verizon Foundation, Grandeur Peaks Global Advisors, Rachel Ray Foundation, Kennecott (RioTinto), Byrne Family Foundation, Trebor International, Web Bank, Walmart, Adidas, Rent-A-Center, and the JC Penny Communities Foundation.

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, Director of Impact, Director of Quality, Assistant Director of Operations, Operations Officer, STEM Director, Academic Director, and our Director of Philanthropy commit 14% of their time to this project. 34 staff members at 100% and 11 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 our 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, and other overhead costs needed to offer our programs. 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.

CERTIFICATIONS

THE APPLICANT CERTIFES 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.

Amanda Ruth Hughes 4-30-2024

APPLICANT SIGNATURE DATE

IRS Department of the Treasury
Internal Revenue Service
Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0256430001
Aug. 16, 2023 LTR 4168C 0
87-0304654 000000 00
00015093
BODC: TE

BOYS & GIRLS CLUBS OF GREATER SALT
LAKE
% AMANDA REE HUGHES
P O BOX 57071
MURRAY UT 84157

024347

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

Dear Taxpayer:

We're responding to your request dated Aug. 09, 2023, about 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).

We also show 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 you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

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87-0304654 000000 00
00015094

BOYS & GIRLS CLUBS OF GREATER SALT
LAKE
% AMANDA REE HUGHES
P O BOX 57071
MURRAY UT 84157

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Steve M. Brown, Operations Manager
Operations 3-CIN

Date: 06/25/2015
Receipt Number: 6048248
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.

06-25-15A11:10 RCVD

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".

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

Boys & Girls Clubs of Greater Salt Lake

By: _____
Name: LEANN SALDIVAR
Title: President and CEO

Boys & Girls Clubs of South Valley

By: _____
Name: Bob Dunn
Title: Executive Director

FILED in the office of the Secretary of State, of the State of Utah, on the 6th day of Jan A.D. 1967
CLYDE L. MILLER
Secretary of State
Filing Clerk BA Fees 5.00

45968

RECEIVED JAN 6 1967 SECRETARY OF STATE

JAN--6-67 AAHECD 1st NSF

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:

Name	Address
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

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:

Name	Address	Sponsor
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 5th day of January, 1967.

Wm. E. Dunn

Alvin N. Nakfoor

L. Clark Cushing

J. Lowell Young

Ephraim Nakfoor

Lynn T. Pett

Clifford J. Brown

Ronald A. Wright

L. H. Griffiths

James Harold Bueno

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

On the 5th 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 5th day of January, 1967.

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

My Commission Expires:

Feb 6, 1967

600822-0142

RECEIVED
JAN 15 2003
Utah Div. Of Corp. & Comm. Code

Amendment
To the Articles of Incorporation
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 13th 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:

01-15-03P04:50 RCVD

Article I.

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

PASSED, APPROVED AND ADOPTED this 13th day of November, 2002.

JoAnn Seghini, President
Board of Directors

Approval of membership was not required.

BOYS & GIRLS CLUBS
OF GREATER SALT LAKE

2023-24 Board of Directors

Standing Committees Organizational Chart

Marketing & Resource Development
Rachel Sweet, Chair
Dillon Hase, Vice Chair
Drew Maggelet
Sheri Olsen
Aisza Wilde

Staff:
Cathy Green

Finance
Scott Young, Chair
Dillon Hase
Mark McCaskill
Jill Tavey

Volunteer
Clary Cook

Staff:
Wendy Cowley

Quality & Impact
Kellie Williams, Chair
Aidan Leonard
Cheryl Shepherd

Volunteers
Shauntel Paskett
Dana Williamson

Staff:
Terra Bueno

Human Resources
Monnica Manuel, Chair
Alan Ford
Shannon Hutchings

Volunteer
Brad Manuel

Staff:
Wendy Cowley/Terra Bueno

Audit Committee
Jill Tavey

Investment Comm
Craig Martucci

Area Council Liaisons
Brad Hardy
Mike King

Physical Assets
Mike King, Chair
Rob Goates
Megan Marshall

Volunteer
Shauna Winters

Staff:
Jaimie Dunn

Board Development
Mark McCaskill, Chair
Neil Kaplan
Sheri Olsen

Staff:
Amanda Hughes

Safety
Jarrod Hall, Chair
Brad Hardy
Aprille Savarese
Jeannie Yerkovich

Volunteer
Drea Atencio-Valdez

Staff:
Jaimie Dunn

Executive Committee
Alicia Garcia
President/Chair

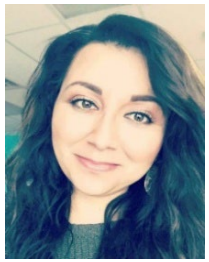
Mark McCaskill
Chair Elect

Scott Young
Secretary/Treasurer

Brad Hardy
Past Chair

At Large
Jarrod Hall
Rob Goates
Mike King
Monnica Manuel
Craig Martucci
Rachel Sweet
Kellie Williams

STAFF



Amanda Ree Hughes | Wendy Cowley | Terra Bueno | Jaimie Dunn | Cathy Green

AMENDED AND RESTATED

BYLAWS

OF

The Boys & Girls Clubs of Greater Salt Lake

a Utah nonprofit corporation

Dated as of _____, 2015

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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 Officerof 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 March 4, 2015.

Tim Peterson, President

Client#: 2580 BOYSGIR1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2023

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 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: Jessica Wright	
Moreton & Company - Utah P.O. Box 58139 Salt Lake City, UT 84158-0139 801 531-1234	PHONE (A/C, No, Ext): 801 531-1234	FAX (A/C, No): 801-531-6117
	E-MAIL ADDRESS: jessica@moreton.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED Boys & Girls Clubs of Greater Salt Lake P.O. Box 57071 Murray, UT 84157	INSURER B : WCF Mutual Insurance Company	10033
	INSURER C : Philadelphia Insurance Company	23850
	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	X COMMERCIAL GENERAL LIABILITY			PHPK2575553	07/01/2023	07/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2575553	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB872333	07/01/2023	07/01/2024	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			1351961	08/01/2022	08/01/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Abuse/Molestation			PHPK2575553	07/01/2023	07/01/2024	$1,000,000/3,000,000	
A	Professional Liab			PHPK2575553	07/01/2023	07/01/2024	$1,000,000/3,000,000	
C	D&O/EP			PHSD1809199	07/01/2023	07/01/2024	$2,000,000/2,000,000	

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

Boys & Girls Clubs of America
1275 Peachtree Street NE
Atlanta, GA 30309

CANCELLATION

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

Matt Campbell

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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.

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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;

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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.

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Boys&Girls&
SafePlaces&
Tutoring&
Well-Being

Whatever It Takes to
Build Great Futures.

BOYS & GIRLS CLUBS
OF GREATER SALT LAKE

Policies & Procedures

EMPLOYEE HANDBOOK

Revised August 2015

Updated January 2023

EMPLOYEE HANDBOOK

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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:

Administrative Office
179 East 5065 South
Murray, Utah 84107
P: (801) 322-4411
F: (801) 322-4435

Larry H. & Gail Miller Family Club
244 Myrtle Avenue (5065 South)
Murray, Utah 84107
P: (801) 284-4254
F: (801) 288-2225

Lied Club
464 South Concord (1235 West)
Salt Lake City, Utah 84104
P: (801) 364-9118
F: (801) 746-0453

Midvale Club
7631 South Chapel Street (425 West)
Midvale, Utah 84047
P: (801) 256-9008
F: (801) 256-3735

Price Club
60 East 100 North
Price, Utah 84501
P: (435) 637-6066

Spence Eccles Club
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 7th Street
Tooele, Utah 84074

Website: https://www.gslclubs.org
Facebook: https://www.facebook.com/bgcsaltlake/
Twitter: https://twitter.com/BGC_SaltLake
Instagram: https://instagram.com/bgcsaltlake
LinkedIn: LinkedIn_BGCGSL

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:

STATUS	DEFINITION
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.
- 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 10th and 25th 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

Years of Service	PTO Days Available	PTO Hours Accumulated
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

Years of Service	PTO Hours Available	PTO Hours Accumulated
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 1st 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.

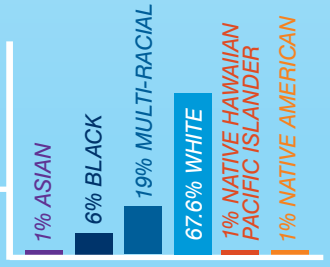
BOYS & GIRLS CLUBS
OF GREATER SALT LAKE

2023 MURRAY IMPACT REPORT

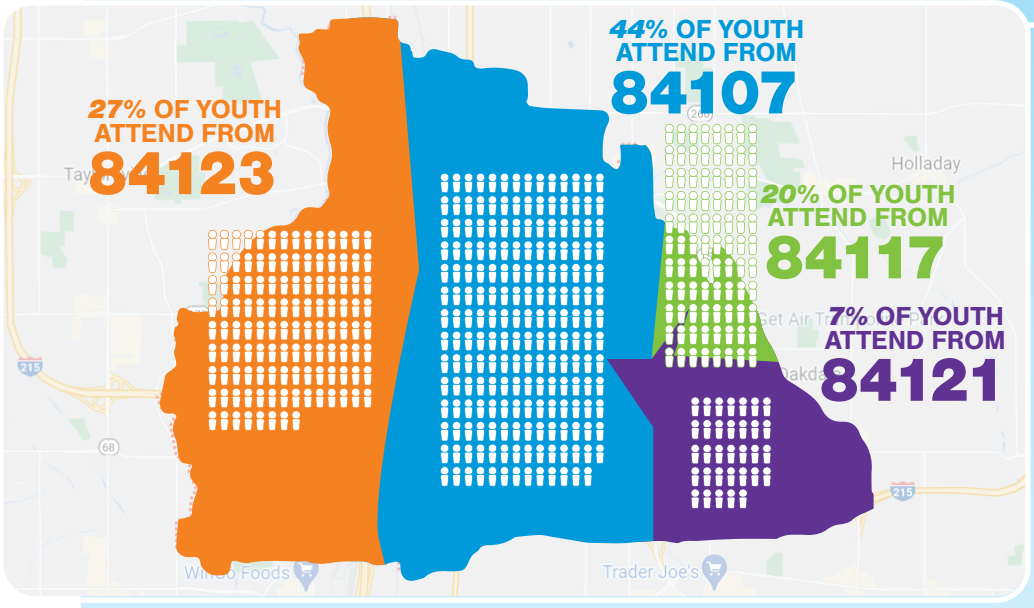
Our mission is to inspire and empower youth to realize their full potential as productive, responsible, and caring citizens. We serve kids at 7 locations in Salt Lake, Tooele and Carbon County. Boys & Girls Clubs give kids opportunities to succeed through programs that truly impact their lives. We help Club members: Graduate from high school on time with a plan for the future, engage in healthy behaviors and becoming fit for life, and develop strong character and become engaged citizens.

436 YOUTH SERVED IN 2023

"Club becomes a second home for youth in Murray. One child was moving and would no longer be able to attend. In the days leading up to him moving, he found a way each day to make each staff member feel special and let them know he will miss us. He brought us snacks, wrote us letters and gave us hugs. He told us how much he loves and appreciates the club and hopes to return this summer, needless to say, we do as well."
-Veronica, Club Director



1800 YOUTH ATHLETES PLAYED AT MURRAY CLUB



MURRAY SCHOOLS SERVED

GRANT ELEMENTARY
HORIZON ELEMENTARY
LIBERTY ELEMENTARY
LONGVIEW ELEMENTARY
MCMILLAN ELEMENTARY
PARKSIDE ELEMENTARY
VIEWMONT ELEMENTARY
HILLCREST JUNIOR HIGH
RIVERVIEW JUNIOR HIGH
MURRAY HIGH

CLUB FAMILIES SAY

STATISTICS FROM THE 2023 PARENT/CAREGIVER SURVEY

MY KIDS ARE READY FOR ANYTHING.

96% of parents feel Club helps their kids prepare for the future.

MY KIDS LOVE CLUB.

86% of parents say their kids feel safe at Club.
74% say there is an adult at Club that their kids can talk to.
70% of parents feel like their kids belong at Club.

I CAN COUNT ON CLUB.

87% of parents feel Club benefits them as a caregiver.
80% believe Club plays an important role in their family's life.
76% feel that they can go to Club if they need support.

"Club is my child's favorite part of his educational day. He loves the events, time with friends, and conversations with the staff. I'm lucky to have found the club for my child!"

I LOVE THE STAFF.

82% of parents feel positively about Club staff.
82% of parents feel there is someone at Club they can talk to about their child.

IMPORTANT STATISTICS

43% SINGLE PARENT HOUSEHOLDS

70% OF PARENTS FEEL MORE PRODUCTIVE AT WORK BECAUSE OF AFTER SCHOOL CARE

SUPPORTING KIDS

57.4% of parents are concerned about their child's behavior and attitude.

"The club has done a great job at acknowledging negative behavior, reinforcing positive behavior and not making my child feel like a bad person because they made a bad choice."

NOAH S. UTAH STATE YOUTH OF THE YEAR

"Noah S, Utah Youth of the Year, spoke on the importance of mentors in his life, and how being a Club kid helped him become his best self. He is an advocate for education, an athlete who teaches good sportsmanship to his younger peers, and a leader to his fellow Club youth. He is eager to finish high school with a plan for college and continue being a mentor."

BOYS & GIRLS CLUBS
OF GREATER SALT LAKE

CLUB KIDS SAY

I AM A LEADER.
67% of youth feel they are honing their leadership ability.

I BELONG.
62% of youth feel a sense of belonging while at Club.

MY FEELINGS MATTER.
82% of youth feel emotionally safe at Club and with staff.

I LOVE THE STAFF.
77% of youth feel they have a good connection with staff.

LOOKING FORWARD TO 2025

DOUBLE ENROLLMENT & ELIMINATE WAITING LISTS

EXPAND ***SUMMER SCHOOL*** PROGRAMMING

INCREASE ***STAFF WAGES***

UPDATE THE ***TRANSPORTATION FLEET***

BY THE NUMBERS

CURRENT ANNUAL COST TO SERVE EACH YOUTH

$2,516

PROJECTED ANNUAL OPERATING BUDGET

$1,802,071

BOYS & GIRLS CLUBS
OF GREATER SALT LAKE

BOYS & GIRLS CLUBS
OF GREATER SALT LAKE

PROGRAMMMATIC DATA 2023

MURRAY CLUB

Keystone Leadership Group

20 Teens

Torch Club Leadership Group

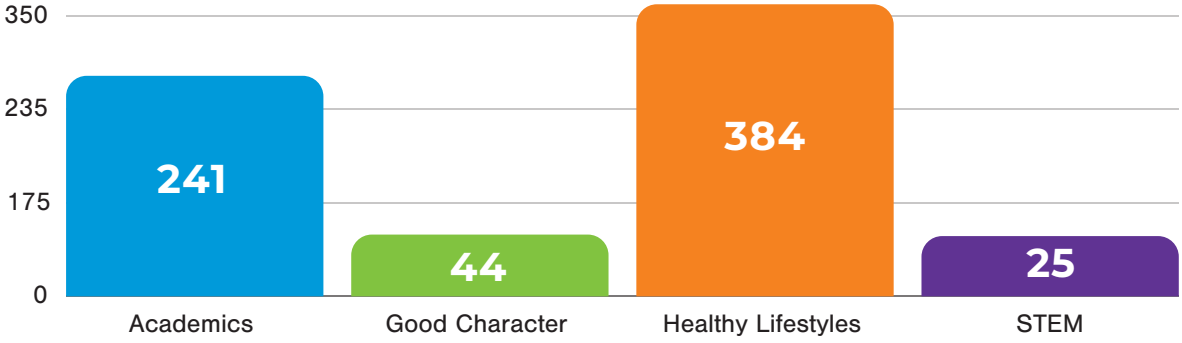
22 Youth

IMPACTFUL MOMENTS & EVENTS

Being able to give out turkeys for Thanksgiving and providing Christmas made a huge impact on our families. When handing a Thanksgiving dinner kit to a Club mom, she began to cry and expressed how if it wasn't for Club they would not be having Thanksgiving or be able to do Christmas this year.

PRIORITY OUTCOMES

NUMBER OF PROGRAMS IMPLEMENTED



SOCIAL-EMOTIONAL INITIATIVES

Therapy Groups Sessions

Tiny Warriors *Youth Ages 4-7*	3
Mighty Warriors *Youth Ages 8-11*	16
Girls Inspired *Girls Group*	7
Teen Mindfulness & Mood Management *Teen Group*	25

15 INDIVIDUAL MEMBERS THERAPY

51 GROUP THERAPY SESSIONS

Club Family Events
7

Youth Participating in Service
382

Volunteer Service Hours
3191

BOYS & GIRLS CLUBS
OF GREATER SALT LAKE

Operating Budget FY 2023-24

REVENUE	
PROGRAM FEES / DUES	1,485,935
FEDERAL GOVERNMENT GRANT (1)	3,485,513
STATE GOVERNMENT GRANTS	386,614
LOCALGOVERNMENT GRANTS	141,000
FOUNDATIONS, CORPORATIONS & INDIVIDUALS	2,439,100
EVENT REVENUE	495,000
RENT/OTHER INCOME	48,500
INTEREST INCOME	12,300
TOTAL REVENUE	8,493,962
EXPENSES	
SALARIES	4,963,801
PAYROLL TAXES	392,255
GROUP INSURANCE	287,334
PENSION	42,000
PERSONNEL	29,900
COMMERCIAL INSURANCE	252,606
PROFESSIONAL FEES	230,220
PROGRAM SUPPLIES	94,400
CHILD CARE FOOD/SNACK	213,016
FURNITURE & EQUIPMENT	43,500
OFFICE SUPPLIES & PRINTING	19,785
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
AVERTISING EXPENSES	50,000
BOARD EXPENSES	18,500
CONFERENCES, MEETINGS & TRAININGS	75,840
EVENT EXPENSES	165,150
LEGAL & ACCOUNTING	79,850
BANK & CREDIT CARD FEES	35,985
TOTAL EXPENSES	8,447,684
CAPITAL PROJECTS / RESERVES	46,278
	8,493,962

(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 [1] / DUES	587,900
MURRAY CITY	100,000
OTHER GOVERNMENT GRANTS [2]	1,480,730
FOUNDATIONS, CORPORATIONS & INDIVIDUALS	304,888
TOTAL REVENUE	2,473,518
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 [2]	844,077
TOTAL EXPENSES	2,473,518

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

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

Standard Operating Procedures
Volunteers

BOYS & GIRLS CLUBS
OF GREATER SALT LAKE

Our Mission

Our mission is to inspire and empower youth to realize their full potential as productive, responsible, and caring citizens.

Individual Volunteers

Volunteers have the opportunity to choose between two different long-term volunteer opportunities.

- Option 1: Club Programming: providing programmatic support including homework help, fitness activities, social-emotional learning, and more. The expectation is to volunteer 1 day each week for at least 12 weeks for at least 1 hour per shift. Services run between 2:00 pm - 6:30 pm Monday-Friday during the school year, and all day Monday-Friday during the summer (times vary based on Club location.)
- Option 2: Snack and Meal Serving: serving snacks and meals. The expectation is to provide anywhere from 30 minutes to 90 minutes of service sometime between 1:00 pm - 4:30 pm for snack or 5:00 pm - 6:30 for dinner (times vary based on Club location.)

Outreach

Potential volunteers may reach out through Volunteer Coordinator or another staff member. If the potential volunteer connects through staff member, connect them with Volunteer Coordinator to begin onboarding process.

Onboarding

Ongoing volunteers must complete the following:

- Sign and submit at volunteer application.
- Sign and submit a volunteer agreement.
- Submit proof of COVID-19 vaccination.
- Complete the Preventing Child Abuse Online Course for Adults Working with Youth.
- Pass a criminal background check.
- Complete a virtual interview with Volunteer Manager to include reference checks.

Volunteer Coordinator will reach out when the volunteer has completed the onboarding process. Volunteers must complete all steps before they can be in the clubs.

Tracking Hours

Having volunteers sign in and out helps us know who is in the building, gives us the ability to thank those who have donated their time, and helps us track hours for the purposes of meeting requirements and provide reference check information for long-term volunteers. You can access these sign-in sheets here. These sheets will be at the front desk of every club and need to be turned in to the Volunteer Coordinator on the 1st and 16th of every month.

Volunteer Evaluations

For ongoing volunteers, connect with Volunteer Coordinator about concerns about a volunteers, attendance, conduct, or behavior.

Group Volunteers

Group volunteers can provide a wide variety of services to the Boys & Girls Clubs of Greater Salt Lake. These could include the following (and more)

- Site beautification
- Holiday parties
- Putting together bikes for kids
- Support with fundraising efforts
- Sports clinics

Outreach

Potential volunteers may reach out through Volunteer Coordinator or another staff member. Volunteer Coordinator may reach out to Club Directors to seek volunteer opportunities to match with groups that are interested in volunteering. If the potential volunteer connects through staff member, connect them with Volunteer Coordinator to coordinate volunteer activities.

Tracking Hours

Having volunteers sign in and out helps us know who is in the building, gives us the ability to thank those who have donated their time, and gives us an opportunity to make outreach to volunteers who may turn into potential donors. You can access these sign-in sheets here. These sheets will be at the front desk of every club and need to be turned in to the Volunteer Coordinator on the 1st and 16th of every month.

Coach Volunteers

Outreach

Potential volunteers are recruited by Athletic Director or Volunteer Coordinator. If the potential volunteer is recruited by Athletic Director they will connect them with Volunteer Coordinator to begin onboarding process. Athletic Director communicates onboarding due date to Volunteer Coordinator.

Onboarding

Coaching volunteers must complete the following:

- Sign and submit at volunteer application – completed through Athletic Director.
- Complete the Preventing Child Abuse Online Course for Adults Working with Youth.
- Pass a criminal background check.

Volunteer Coordinator maintains a Google spreadsheet found here and communicates updates to Athletic Director.

Therapist Visitors

Outreach

Therapists may reach out through Volunteer Coordinator or another staff member. If the therapist connects through staff member, connect them with Volunteer Coordinator to begin onboarding process.

Onboarding

Therapists must complete the following:

Either:

- Submit a current copy of their Psychology/Psychiatry/Social Work License
- Sign and submit a volunteer agreement.

Or:

- Sign and submit at volunteer application.
- Sign and submit a volunteer agreement.
- Submit proof of COVID-19 vaccination.
- Complete the Preventing Child Abuse Online Course for Adults Working with Youth.
- Pass a criminal background check.
- Complete a virtual interview with Volunteer Manager to include reference checks.

Volunteer Coordinator will reach out when the volunteer has completed the onboarding process. Volunteers must complete all steps before they can be in the clubs.

Tracking Hours

Having volunteers sign in and out helps us know who is in the building, gives us the ability to thank those who have donated their time, and helps us track hours for the purposes of meeting requirements and provide reference check information for long-term volunteers. You can access these sign-in sheets here. These sheets will be at the front desk of every club and need to be turned in to the Volunteer Coordinator on the 1st and 16th of every month.

MURRAY
CITY COUNCIL

Business Item

Attorney's Office

Temporary Land Use Regulation

Council Action Request

Council Meeting

Meeting Date: July 23, 2024

Department Director G.L. Critchfield **Phone #** 801-264-2642 **Presenters** G.L. Critchfield **Required Time for Presentation** **Is This Time Sensitive** Yes **Mayor's Approval** **Date** July 19, 2024	**Purpose of Proposal** Discuss a temporary land use regulation relating to short term rentals **Action Requested** Adopt the attached ordinance **Attachments** Ordinance **Budget Impact** None **Description of this Item** This is a recommendation to put a six month moratorium on short term rentals while the city council works towards implementing an ordinance relating to short term rentals.

ORDINANCE NO. ____

AN ORDINANCE ESTABLISING A TEMPORARY LAND USE REGULATION PURSUANT TO UTAH CODE ANNOTATED SECTION 10-9A-504 RELATING TO SHORT TERM RENTALS.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

PREAMBLE

Section 10-9a-504 of the Utah Code Annotated grants the City authority to enact an ordinance establishing a temporary land use regulation for all of the area within the City without prior consideration or recommendation from the Planning Commission for a period not to exceed six (6) months.

The popularity of short-term rentals has grown significantly across the country and reportedly in the City over the last decade. With this rapid growth, the City Council ("Council") is concerned with short term rentals within the City that are operating without licenses or are not being regulated in any way. In addition, the Council is interested in addressing how to best manage the consequences of short-term rentals operating within the City. While some of these consequences may be positive, there are also many potential issues and negative side-effects that the Council desires to mitigate by adopting sensible regulations.

While the Council is aware that there are certain benefits to individual citizens and to communities associated with short-term rentals, the Council is equally aware that many of the potential adverse effects of short-term rentals are borne by the nearby neighbors and surrounding communities which may not be receiving any of the positive benefits. Unregulated short-term rental use within the City can lead to increased traffic from renters that has the potential to slowly transform peaceful residential communities into tourist communities which lack a feeling of "community". Short-term renters may not always know (or follow) local rules, resulting in increased public safety risks, noise or nuisance complaints, or trash and parking problems for other nearby residents. The conversion of residential units into short-term rentals can result in less availability of affordable housing options and higher rents for long-term renters in the community.

The Council has serious concerns that the lack of more specific rules and regulations make it difficult to address the impacts caused by short-term rentals throughout the City. Regulating short-term rentals is a complex and time-consuming task. Balancing the interests of homeowners and residents while ensuring compliance and fair enforcement, as well as implementing effective regulations to address rapidly evolving concerns around safety, licensing, taxation, zoning, and neighborly conduct as it relates to short-term rentals requires careful planning and resources.

The Council has determined it is in the best interest of the City, in the protection of public health, safety and welfare, to allow City staff time to gather information and consider the relevant issues concerning short-term rentals in order to consider if additional regulations are necessary and appropriate and to determine the best possible approach for such regulation under the Constitution of the United States and the laws of the State of Utah.

In order to preserve the status quo pending further analysis of the regulation of short-term rentals, the Council has determined that a six-month temporary moratorium should be imposed upon the issuance of any land use or other required approvals ("approvals") for the establishment of short-term rentals.

BE IT ENACETED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The purpose of this ordinance is to establish a temporary land use regulation prohibiting the issuance of any approvals for the establishment of short-term rentals.

Section 2. That there be and hereby is imposed for a period not to exceed one hundred eighty (180) days from the effective date of this ordinance a moratorium upon the issuance of approvals for the establishment of short-term rentals. The City shall not accept, process or approve any application related to the operation of any proposed short-term rental.

Section 3. That during the one hundred eighty (180) day temporary land use regulation period, the City staff shall work to develop and present to the City Council a proposed ordinance or ordinances regulating short-term rentals and present to the City Council in sufficient time that the ordinance(s), if adopted, may take effect prior to the expiration of the one hundred eighty (180) day temporary land use regulation.

Section 4. In order to protect the public health, safety, and welfare and allow sufficient time to implement the policy goals and objectives of the City as more fully described above, the Murray City Municipal Council hereby expressly invokes the Pending Ordinance Doctrine with respect to this Temporary Land Use Regulation.

Section 5. Effective date. This Ordinance shall take effect July 23, 2024.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this 23rd day of July 2024.

MURRAY CITY MUNICIPAL COUNCIL

_____
Pam Cotter, Chair

ATTEST:

_____
Brooke Smith, City Recorder

MAYOR'S ACTION: Approved

DATED this ____ day of _____, 2024.

_____
Brett A. Hales, Mayor

ATTEST:

_____
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 _____, 2024.

_____
Brooke Smith, City Recorder

MURRAY
CITY COUNCIL

Mayor's Report
And Questions

MURRAY
CITY COUNCIL

Adjournment