



**MURRAY**  
CITY COUNCIL

# Committee of the Whole Meeting January 7, 2025



# **Murray City Municipal Council**

## **Committee of the Whole**

### **Meeting Notice**

**January 7, 2025**

**PUBLIC NOTICE IS HEREBY GIVEN** that the Murray City Municipal Council will hold a Committee of the Whole meeting beginning at 3:45 p.m. on Tuesday, January 7, 2025 in the Poplar Meeting Room #151 located at Murray City Hall, 10 East 4800 South, Murray, Utah.

The public may view the Committee of the Whole Meeting via the live stream at [www.murraycitylive.com](http://www.murraycitylive.com) or <https://www.facebook.com/Murraycityutah/>.

#### **Meeting Agenda**

**3:45 p.m.**      **Committee of the Whole** – Poplar Meeting Room #151  
Pam Cotter conducting.

#### **Approval of Minutes**

Committee of the Whole – November 19, 2024

Committee of the Whole – December 3, 2024

#### **Discussion Items**

1. Economic Development Corporation of Utah (EDCUtah) presentation. Elvon Farrell and Greg Bisping and Scott Cuthbertson with EDCUtah. (30 minutes)
2. Discussion on a resolution opting into and authorizing participation in the Utah C-Pace Program to facilitate and finance C-Pace projects; approving and authorizing an agreement with Sustainable Real Estate Solutions, Inc., to administer the City's C-Pace Program. Elvon Farrell and Theddi Chappell with Sustainable Real Estate Solutions, Inc. (30 minutes)
3. Power Department Report. Greg Bellon presenting. (20 minutes)
4. Discussion on an ordinance amending the City's Fiscal Year 2024-2025 Budget. Brenda Moore presenting. (15 minutes)
5. Reports from Interlocal Boards and Committees. (30 minutes – 5 minutes per report)
  - a. Utah Infrastructure Agency – Brenda Moore
  - b. Valley Emergency Communications Center, Metro Fire and Utah Telecommunications Open Infrastructure Agency – Doug Hill
  - c. Council of Governments and Wasatch Front Waste and Recycling District – Mayor Hales

#### **Adjournment**

#### **NOTICE**

Supporting materials are available for inspection on the Murray City website at [www.murray.utah.gov](http://www.murray.utah.gov).

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

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

On Friday, January 3, 2025, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Hall, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website [www.murray.utah.gov](http://www.murray.utah.gov), and the state noticing website at <http://pmn.utah.gov>.

A handwritten signature in black ink that reads "Jennifer Kennedy". The script is cursive and fluid, with the first name and last name clearly distinguishable.

Jennifer Kennedy  
Council Executive Director  
Murray City Municipal Council



**MURRAY**  
CITY COUNCIL

# Committee of the Whole Minutes

**MURRAY CITY MUNICIPAL COUNCIL  
COMMITTEE OF THE WHOLE**

Work Session Minutes of Tuesday, November 19 2024  
Murray City Hall, 10 East 4800 South, Poplar Meeting Room, Murray, Utah 84107

**Attendance:**

Council Members:

Pam Cotter	District #2 – Council Chair
Diane Turner	District #4
Adam Hock	District #5 – Council Vice-Chair

Others:

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administration
G.L. Critchfield	City Attorney	Joey Mittelman	Fire Chief
Phil Markham	Community and Economic Dev. Director	Kim Sorensen	Parks and Recreation Director
Zac Smallwood	Planning Manager	John Pearson	Golf Course
Elvon Farrell	Economic Development Specialist	Brenda Moore	Finance Director
David Rodgers	Senior Planner	Robert Wood	Auditor - HBME
Rob White	IT Director	Emily Barton	Finance
Ben Gray	IT	Scott Wells	Finance
Kim Sorensen	Parks and Recreation Director	Bailey Chism	City Journals
Dave Carr	Citizen	Mark Semone	NeighborWorks

**Excused:** Paul Pickett – District #1  
Rosalba Dominguez – District #3

**Conducting:** Council Vice Chair Hock called the meeting to order at 3:45 p.m.

**Discussion Items:**

- **Presentation of the independent audit for Fiscal Year 2023-2024.** Certified Public Accountant Robert Wood with HBME, LLC said the City's finance department did an excellent job in financial record-keeping to ensure that all accounts were accurate and reported properly. Everything presented within the report was fairly stated and there were no material exceptions known, which resulted in an unmodified or clean opinion. He said this is the very best opinion he could give as an independent auditor, there were no significant issues, only minor mathematical errors, corrected entries, and only a few reclassifications.

Mr. Wood pointed out positive results in all other governmental funds and noted a slight loss of \$23,642 in the Redevelopment Agency Fund this year. Ms. Moore said the reduction was anticipated for the Smelter Site where money was spent and transferred and debts were all paid off.

Mr. Wood said the Municipal Building Authority Fund ended with \$19.5 million which was a transfer-in of bond money that was unspent this year. Funds would be used next year on the new public works facility. In conclusion he said the City was operating financially well, there were no findings to report and all budgetary schedules stayed within budget on all funds. He anticipated that the City would again receive the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting award which would be the 44th consecutive year.

- **Wasatch Front Waste and Recycling District update.** General Manager Pam Roberts said that Utah House Bill 107 – Recycling Facility Transparency Amendments would require them to publicly share all recycling data on their website. The bill also requires them to report to Murray twice a year its diversion rate, which is the actual amount of curbside waste and recycling materials taken from the landfill for recycling. Their goal each year is to reach a district-wide diversion rate of 18%. Ms. Roberts said the highest recorded

diversion rate this year was in Murray at 32%. She said 336 tons of Seasonal Container Reservation Program waste was collected in Murray from 246 requests which was equivalent to \$9,000 in disposal fees. In conclusion she reported that a fee increase would begin in June 2025 due to rising costs associated with maintenance, dumping fees, recycling, fuel, truck purchases, wages and overtime expenses.

- **An ordinance amending Sections 12.28.030 and 12.28.040 of the Murray City Municipal Code related to golf course fees.** Parks and Recreation Director Kim Sorensen and Head Golf Professional John Pearson discussed the need to increase green fees by approximately 11%. A regular 9-hole game would increase \$2 and 18-holes of golf would go up \$4. The shotgun tournament fee per player would be increased to \$15. Mr. Pearson said that even with the increase the Murray course would still be considered one of the least expensive courses comparatively.
- **An ordinance enacting Section 17.76.190 of the Murray City Municipal Code relating to residential short-term rentals and amending Sections 17.76.020 and 17.84.060 of the Murray City Municipal Code relating to the determination of permitted and conditional uses.** Planning Manager Zach Smallwood said the draft ordinance had not changed since a previous Committee of the Whole discussion in September. Mr. Smallwood recapped that the July 23, 2024 moratorium would expire on January 20, 2025, Council Members held a STR (Short-Term Rental) workshop August 26, 2024, a draft ordinance was presented to the Council on September 17, 2024 and the Planning Commission reviewed the text amendment in October 2024. He reviewed the proposed ordinance that included details about the hosted sharing option, parking, enforcement and the process to operate short term rentals. He discussed findings to confirm why staff supported the ordinance and noted that the Planning Commission voted 4-3 on October 17, 2024 to forward a positive recommendation to adopt the ordinance.

Ms. Cotter expressed concern about not having fire alarms, carbon monoxide detectors and escape route inspections included in the STR inspection process. Mr. Smallwood said all business type fire inspections fall under the Murray City Fire Department. Fire Chief Mittelman confirmed STR fire inspections would be similar to the standards for hotels and daycare businesses which are not required annually. He said the usual \$75 fire inspection fee could be reduced for STRs. Mr. Smallwood said STR owners could confirm fire safety compliance by signature during the annual license renewal process and that fire inspections should remain outside the STR ordinance since the Fire Department already had a process in place.

Mr. Hock asked about additional software and staffing for monitoring STRs. Mr. Smallwood said it was prudent to delay those needs because existing staff would work with Granicus whose software identifies all STR properties in the City. Staff will reevaluate STR operations in one year and report back all progress to the City Council at that time.

- **Adjournment:** 5:25 p.m.

**Pattie Johnson**  
**Council Administrator III**

**MURRAY CITY MUNICIPAL COUNCIL  
COMMITTEE OF THE WHOLE**

Work Session Minutes of Tuesday, December 3, 2024  
Murray City Hall, 10 East 4800 South, Poplar Meeting Room, Murray, Utah 84107

**Attendance:**

Council Members:

Paul Pickett	District #1
Pam Cotter	District #2 – Council Chair
Rosalba Dominguez	District #3 – Arrived at 4:24 p.m.
Diane Turner	District #4
Adam Hock	District #5 – Council Vice-Chair

Others:

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Pattie Johnson	Council Administration
Mark Richardson	City Attorney	Joey Mittelman	Fire Chief
Phil Markham	Community and Economic Dev. Director	Kim Sorensen	Parks and Recreation Director
Zac Smallwood	Planning Manager	Brooke Smith	City Recorder
Elvon Farrell	Economic Development Specialist	Brenda Moore	Finance Director
Russ Kakala	Public Works Director	Aron Frisk	Public Works
Rob White	IT Director	Ben Derrick	Public Works
Ben Gray	IT	Jenn Kikel-Lynn	Utah Main Street
Kim Sorensen	Parks and Recreation Director		

**Conducting:** Council Chair Cotter called the meeting to order at 4:00 p.m.

**Approval of Minutes:** Committee of the Whole, November 12, 2024. Ms. Cotter noted one spelling error that was corrected prior to the meeting. Mr. Hock moved to approve as amended, and Ms. Turner seconded the motion. All in favor 4-0.

**Discussion Items:**

- **Report from the Murray Area Chamber of Commerce.** Board Chair Kathy White hosted a Kahoot trivia game to review past and current information about the Chamber. She concluded by outlining events, programs, and activities planned for 2025.
- **Mayor Hales' appointment of Chad Wilkinson as the Community & Economic Development Department Director.** Mayor Hales introduced Mr. Wilkinson to Council Members. Mr. Wilkinson shared about his past and present employment and expressed excitement about the opportunity to work for Murray City again.
- **A resolution approving and authorizing execution of an amendment to an Interlocal Cooperation Agreement between Murray City Corporation and Salt Lake County for a contribution of TRCC Funds to assist in financing the restoration of the Murry Theater.** Parks Director Kim Sorensen explained that because the theater rebuild project has had a lot of unexpected complications, extra time was needed to finish the project. The amendment of the agreement would extend TRCC (Tourism, Recreation, Culture and Convention) grant funding terms from December 31, 2024 to June 30, 2025.

Mr. Sorensen said the backwall of the theater is missing and has been nonexistent for seven months due to foundation and footing issues. As a result workers had to excavate 17-feet down to construct new footings. Once the rear brick wall is reconstructed, they will begin to finish the inside of the theater. Final completion is expected by the end of April or May of 2025.

Mr. Hock asked about next steps if further issues arise and the project is not completed by the first of June 2025. Mr. Sorenson said another extension of the TRCC agreement would be requested.

- **A resolution approving and authorizing execution of an amendment to an Interlocal Cooperation Agreement between Murray City Corporation and Salt Lake County for a contribution of TRCC Funds to assist funding construction of Riverview Park improvements.** Parks Director Kim Sorensen said the original agreement to improve Riverview Park expired in September of 2024. The overall work was finished and pickle ball courts were open, but because some of the construction work was completed in October of 2024 the amendment was necessary to extend the terms of the agreement to December 31, 2024. Approval would allow the City to receive \$40,000 in TRCC grant funding to pay for that work; and receive additional money for any minor improvements needed before the end of the year.
- **A resolution approving the execution of a Memorandum of Understanding between the Central Valley Water Reclamation Facility ("CVWRF") and the City regarding their respective ownership and maintenance responsibilities.** Wastewater Superintendent Ben Ford said the purpose of the resolution was to clarify ownership boundaries and maintenance responsibilities with Central Valley, which were not clearly defined in previous documents. Mr. Ford discussed Murray's two connection points to Central Valley infrastructure and reviewed a map depicting those areas. He said the proposed resolution would allow Murray crews to conduct maintenance work on connection points and inspect any work performed by Central Valley staff. Once all member cities consider and approve related resolutions, Central Valley would also consider passing the same resolution to approve the Memo of Understanding.

Ms. Dominguez arrived at 4:24 p.m.

- **Discuss a resolution approving the 2024 Murray City Water Conservation Plan.** Water Superintendent Aaron Frisk said Andrew McKinnon, an engineer with Bowen Collins & Associates worked with Murray City for many years and understood the City's water system. Mr. McKinnon reviewed the plan in detail and noted water conservation regions in Utah since 2015 and reviewed State water conservation goals into the year 2030. He discussed functions of the City's water system, water supply and measurements, water production, water sales and system loss, conservation goals and milestones, future conservation of water supply and demands and current and future water conservation practices. He shared historic water production data, saying that even with population growth Murray's water production has remained stable.

Mr. Pickett asked how higher density housing and more people would result in less water use. Mr. McKinnon said the primary reason was due to outdoor irrigation needs that make up for 70% of the overall water demand for a single family home. Large apartment complexes do not have front and back yard watering needs that would increase water use, compared to more single family housing. With apartments, irrigation needs would stay the same but indoor water needs would increase. He believed the City would not see water demands increase with high density housing, as fast as it would with increasing outdoor water need demands. Mr. Pickett noted that single family homes in Murray use about 30% of culinary water. Mr. McKinnon agreed.

Mr. McKinnon said Murray has always had a good public awareness program regarding water conservation, which has been used as an example to other communities. Murray has been ahead of other cities for years in offering rebates and incentives on toilet and shower head fixtures and having its own flip your strip program not related to the Utah State program. Mr. Pickett thought the City's flip your strip program was meager comparatively. Mr. Frisk said the City's program, previously capped at \$350 in reimbursements, was changed to have no limit, to provide greater fairness to citizens with more parking strips on corner lots.



Council Members learned about the process for issuing water waste notices and meter sizes in new multi-family housing developments related to impact fees and master meters. Mr. McKinnon noted that every city in Salt Lake County has adopted the Utah State Water Savers ordinance except Murray, however many cities in Utah County have also not adopted the model landscape program either. He explained that the State ordinance developed by five large water districts is not a zero-scape requirement because it encourages plants in landscapes to qualify as a water wise landscape area. The ordinance only applies to new growth development, new residential and new commercial developments. Council Members analyzed why Murray had not participated in the State program.

Public Works Director Russ Kakala clarified that if the City wanted to participate in the State Waterwise program, CED staff would need to change the City's current landscape ordinance to meet the rules and regulations of the Utah Water Savers ordinance related to new construction of any kind. He said once that happens, people can take part in the State program. Mr. McKinnon agreed existing homes in Murray would not be required to change anything.

Mr. McKinnon displayed photos to share basic waterwise design concepts and explain the difference between Waterwise landscaping versus zero scaping. Mr. Kakala reminded Council Members the resolution in front of them was to adopt the presented Water Conservation Plan which was not to change the City's current flip your strip landscape program to the State program. There was consensus that Council Members would discuss at another time whether the City should adopt the State ordinance.

- **Van Winkle 2 Annexation.** City Recorder Brooke Smith provided an overview and history about the annexation request. She discussed a timeline regarding the efforts made to process the request that involved a few setbacks. In conclusion Ms. Smith said that all legal requirements for the annexation petition had been met as per Utah Code Title 10, Chapter 2, Part 4 and the proposal was ready for final consideration.
- **Adjournment:** 5:41 p.m.

**Pattie Johnson**  
**Council Administrator III**



# Discussion Items



# Discussion Item #1



**MURRAY**


# Community and Economic Development

## EDCUtah Participation Update

### Council Action Request

Committee of the Whole

Meeting Date: January 7, 2025

<b>Department Director</b> Phil Markham  <b>Phone #</b> 801-270-2428  <b>Presenters</b> Elvon Farrell Greg Bisping - EDCUtah Scott Cuthbertson - EDCUtah  <b>Required Time for Presentation</b> 30 Minutes  <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>   <b>Date</b> December 23, 2024	<b>Purpose of Proposal</b> Summary  <b>Action Requested</b> Informational update only. No action needed.  <b>Attachments</b> None  <b>Budget Impact</b> N/A  <b>Description of this Item</b> <p>This is a discussion with representatives from the Economic Development Corporation of Utah (EDCUtah), a nonprofit organization focused on promoting economic growth across the state. As a paying member, Murray City benefits from EDCUtah's expertise in business recruitment, retention, and expansion services, as well as their efforts to support local economic development initiatives.</p> <p>EDCUtah representatives will provide an overview of their organization, highlight key services they offer to members, and discuss how they assist communities like Murray City in fostering economic opportunities. This discussion will provide insight into the value of our partnership with EDCUtah and its impact on our local economy.</p>
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**MURRAY**  
CITY COUNCIL


# Discussion Item #2



**MURRAY**

**Council Action Request**

Meeting Date:

<b>Department Director</b>	<b>Purpose of Proposal</b>
<b>Phone #</b>	<b>Action Requested</b>
<b>Presenters</b>	<b>Attachments</b>
	<b>Budget Impact</b>
<b>Required Time for Presentation</b>	<b>Description of this Item</b>
<b>Is This Time Sensitive</b>	
<b>Mayor's Approval</b> 	
<b>Date</b>	

**Continued from Page 1:**

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

A RESOLUTION OPTING INTO AND AUTHORIZING PARTICIPATION IN THE UTAH C-PACE PROGRAM TO FACILITATE AND FINANCE C-PACE PROJECTS; APPROVING AND AUTHORIZING AN AGREEMENT WITH SUSTAINABLE REAL ESTATE SOLUTIONS, INC., TO ADMINISTER THE CITY'S C-PACE PROGRAM.

WHEREAS, facilitating clean energy projects on commercial and industrial types of property will enable the City to contribute toward the goals of community sustainability and the reduction of greenhouse gas, carbon emissions and energy consumption; and

WHEREAS, in 2013 the Utah Legislature passed (amended in 2017) the "Commercial Property Assessed Clean Energy Act" or "C-PACE Act," establishing the Utah C-PACE Program and appointing the Utah Office of Energy Development ("OED") to direct the Program; and

WHEREAS, C-PACE, is a nonpublic financing tool that helps new and existing buildings offset the cost of financing for energy efficiency, water efficiency and resiliency seismic improvements; and

WHEREAS, pursuant to the ACT, OED delegated authority to Sustainable Real Estate Solutions, Inc., to provide program administration support services to the C-PACE Program, in accordance with Utah Code §11-42a-106(4)(b); and

WHEREAS, to participate in the State C-PACE Program, a municipality must adopt an opt-in resolution and enter into a program administration agreement; and

WHEREAS, participating in the Utah C-PACE Program is in the best interests of the health, safety, and welfare of residents and businesses of Murray City and will generate more economic opportunities for residents, property owners, and commercial businesses; and

WHEREAS, City wants to opt in to and participate in the Utah C-PACE Program and enter into a program administration agreement with Sustainable Real Estate Solutions, Inc. to administer the program within City's jurisdiction.

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

1. Pursuant to the Act, this Resolution shall constitute the City's opt-in resolution that authorizes participation in the Utah C-PACE Program.



2. The City Council does hereby authorize and approve a C-PACE program administration agreement in substantially the same form as the agreement attached hereto.

3. The Mayor is hereby authorized to execute a program administration agreement with Sustainable Real Estate Solutions, Inc., in substantially the same form as the agreement attached hereto.

4. The Mayor is authorized to enter into agreements and/or any other documents or instruments necessary that the Mayor deems necessary or advisable to effectuate the purposes and intent of this Resolution.

5. This Resolution shall become effective upon passage.

DATED this      day of January 2025.

MURRAY CITY MUNICIPAL COUNCIL

\_\_\_\_\_  
, Chair

ATTEST:

\_\_\_\_\_  
Brooke Smith, City Recorder

# PROFESSIONAL SERVICES AGREEMENT

between

MURRAY CITY CORPORATION

and

SUSTAINABLE REAL ESTATE SOLUTIONS, INC.

*for consulting services in administering energy assessment areas  
that the City creates under the C-PACE program*

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is between MURRAY CITY CORPORATION, a Utah municipal corporation (“City”), and SUSTAINABLE REAL ESTATE SOLUTIONS, INC., a Delaware corporation, whose address is 179 Main St. #61, Monroe, CT 06468 (“SRS”, and collectively with the City, the “Parties”), and is dated as of the date that the City Recorder attests the Mayor’s signature (“Effective Date”).

## RECITALS

A. Utah Code Title 11, chapter 42a (the “C-PACE Act”) authorizes the City to create an energy assessment area (“C-PACE Area”) and levy an assessment on a private property to cover the costs of an energy efficiency upgrade, a renewable energy system, or an electric vehicle charging infrastructure.

B. The City may delegate its administrative powers to a third party to administer its C-PACE program in accordance with the C-PACE Act and other relevant codes.

C. The City desires that SRS act as a consultant to assist the City in administering any energy assessment areas that the City may create during the term of this Agreement.

D. SRS represents that it is qualified and desires to assist the City in the City’s administration of any energy assessment areas that the City may create during the term of this Agreement.

## AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. Scope of Services: City agrees to engage SRS and SRS agrees to provide its professional and technical services as shown on the Scope of Services attached hereto as **Exhibit A**.

2. Compensation and Method of Payment: SRS’ sole compensation for the Scope of Services it provides under the terms of this Agreement shall be a program administration fee charged against each project that is financed. The fee is set at 3.0 percent of the total amount of C-

PACE financing, not to exceed \$90,000 per project. Upon financial closing, the capital provider will send the total fee (3.0 percent of the total amount of C-PACE financing, not to exceed \$90,000) to SRS. SRS acknowledges and agrees that SRS would not be able to participate in C-PACE financing without the City's cooperation, and therefore the City has no financial obligation to SRS for the services it provides under the terms of this Agreement, whether any or all project(s) do or do not close.

3. Term: This Agreement shall commence on the Effective Date and terminate three years thereafter ("Term"), unless terminated earlier by either party. SRS shall perform its services in a timely manner, in accordance with the best professional standards of practice, and in accordance with any schedule in the Scope of Services.

4. Amendments: Any change in this Agreement shall be mutually agreed upon by the City and the SRS and shall be set forth in a written amendment to this Agreement.

5. Subconsultant Agreements: All of the services required hereunder will be performed by SRS or under its supervision and all personnel engaged in providing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

6. City's Obligations: The City shall provide, at no expense to SRS, such books, maps, records, plans, reports, statistics or other data or information, that are existing, as may be reasonably required by SRS to perform the tasks or services. The City makes no representation that such information will be provided or that review of any information submitted by SRS to the City will be made within any given timeframe. City shall not be liable in any manner whatsoever for any loss or damage of any kind incurred by SRS related to the City's review of any information submitted to or requested from the City.

7. Assignment: SRS shall not assign any obligation under this Agreement without City's written consent, which may be withheld in City's sole discretion.

8. Discrimination: SRS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin.

9. Ownership of Materials: All materials and other documentation prepared for public consumption pursuant to this Agreement (whether completed or uncompleted, or draft or final) shall become the property of City upon expiration of the Term. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. Credits for work prepared by SRS shall be included with all documents issued by the City. SRS retains the right to duplicate and retain copies of all reports and other documents it prepared in providing services pursuant to this Agreement.

10. Independent Contractor Relationship: The legal relationship of the SRS to City with respect to the services required under this Agreement shall be that of an independent contractor and not that of an agent or employee.

11. Notices: All notices under this Agreement shall be sent to the following address:

City: Murray City Corporation  
10 East 4800 South  
Murray, UT 84107

**Attention:**

SRS: Sustainable Real Estate Solutions, Inc.  
179 Main Street, #61  
Monroe, CT 06468  
Attention: Brian McCarter, CEO

12. Indemnification: SRS agrees to indemnify, save harmless and defend City, its officers and employees, from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges and causes of action of every kind or character, including attorney's fees, costs, and expenses, arising out of SRS's intentionally wrongful, reckless, or negligent performance hereunder. SRS's duty to defend City shall exist regardless of whether City or SRS may ultimately be found to be liable for anyone's negligence or other conduct. If the City's tender of defense, based upon this indemnity provision, is rejected by SRS, and SRS is later found by a court of competent jurisdiction to have been required to indemnify the City, then in addition to any other remedies City may have, SRS shall pay City's reasonable costs, expenses and attorney's fees incurred in proving such indemnification, defending itself or enforcing this provision. Nothing herein shall be construed to require SRS to indemnify City against City's own negligence.

13. Termination: City may terminate this Agreement at any time, for any reason, by providing SRS at least thirty days (30) business days written notice of its intent to terminate the Agreement. In such event, all finished or unfinished documents, data, studies, and reports prepared by SRS or SRS's subconsultants under this Agreement shall, at the option of City, be delivered to City within three (3) days after the effective date of termination. Notwithstanding the above, SRS shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by SRS, and City may withhold any payments, if any, otherwise due to the SRS until such time as the exact amount of damages due to City from SRS is determined.

14. Compliance with laws and regulations: SRS shall obey all laws, ordinances, regulations and rules of the federal, state, county and municipal governments that may be applicable to its operations. Said laws include, but are not limited to, equal employment opportunity laws (including without limitation, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act of 1967), the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, the Utah Immigration Accountability and Enforcement Act, and all applicable building codes. Any violation of applicable law shall constitute a breach of this Agreement and SRS shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorneys' fees and costs incurred by the City as a result of such violation.

15. Standard of Care: All services provided by SRS and SRS's subconsultants hereunder shall be performed in accordance with the professional standards of licensed

professionals of their respective disciplines experienced, competent and specializing in the services being provided to the project (whether licensed and/or practicing in the jurisdiction where the project is located or elsewhere).

16. Insurance: SRS, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

a. Worker's compensation and employer's liability insurance sufficient to cover all of SRS's employees under Utah law. In the event SRS subcontracts any work under this Agreement, SRS shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

b. Commercial general liability ("CGL") insurance with a policy endorsement naming City as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, SRS, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from SRS's operations under this Agreement, whether performed by SRS itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and products-completed operations.

c. Professional liability insurance in the minimum amount of \$1,000,000 per claim made with a \$1,000,000 annual aggregate limit.

d. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause for "tail coverage."

e. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and either (i) currently rated A- or better by A.M. Best Company or (ii) listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570)*, as amended.

f. SRS shall, upon City's request, furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof, at each renewal, and thereafter as required.

17. Jurisdiction: This Agreement and all transactions contemplated hereunder shall be

governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions.

18. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the Parties hereto relating to the subject matter of this Agreement and supersedes any previous understandings, commitments, proposals, or agreements whether oral or written.

19. Representation Regarding Ethical Standards: SRS represents that it has not (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance.

*(Signatures Begin on Following Page)*

IN WITNESS WHEREFORE, the parties are signing this Agreement as of the Effective Date.

**CITY:**

MURRAY CITY CORPORATION, a Utah  
municipal corporation

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST & COUNTERSIGN:  
City Recorder's Office

APPROVED AS TO FORM:  
\_\_\_\_\_ Attorney's Office

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

**SRS:**

SUSTAINABLE REAL ESTATE SOLUTIONS,  
INC., a Delaware Corporation

By: \_\_\_\_\_

Name: Brian McCarter

Title: CEO

**EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT**

(Scope of Services)

The SRS shall perform the following services as requested by City:

**Section 1 – Services Provided by SRS.**

1.1 SRS will provide the following services for City:

- a) Program Administration Services,
- b) Financial Services, and
- c) Education and Outreach Services.

1.2 SRS Program Administration Services include the following:

- a) Managing all aspects of C-PACE project pre-applications and applications, including verification of project eligibility against statute.
- b) Coordinating communication between City and program participants, and tracking progress of projects through origination, development, and finance agreement execution.
- c) Educating property owners and mortgage holders about C-PACE mortgage holder consent; disseminating the mortgage holder consent agreement to C-PACE stakeholders; meeting with mortgage holders; and tracking mortgage holder consent agreements through to execution.
- d) Managing all aspects of the C-PACE contractor and capital provider communications.
- e) Coordinating with City to facilitate City activities such as recording energy assessment liens and assigning such liens to project capital providers.
- f) Maintaining C-PACE Area template agreements and forms.

1.3 SRS Financial Services include the following:

- a) All financial services for the C-PACE Area.
- b) Conducting financial services in a transparent manner, which include periodic reporting and providing City with access to all program materials.
- c) Mitigating potential conflicts of interest and ensuring competition within the City's C-PACE program to keep project financing competitive in an open market structure.
- d) Working with capital providers to collect applicable program administration fees.
- e) Advising City and C-PACE stakeholders on national C-PACE best practices and Utah statute throughout the project lifecycle and financing decision points.



1.4 SRS Education and Outreach Services include the following:

- a) Periodic outreach events for C-PACE stakeholders (i.e., contractors, building owners and capital providers) to realize new C-PACE projects and ensure that C-PACE stakeholders have relevant program information.
- b) Maintaining C-PACE Area templates, forms, and agreements.
- c) Responding to inquiries about C-PACE Areas.
- d) Developing case studies and success stories of completed C-PACE projects.
- e) All Education and Outreach Services shall be based on C-PACE best practices and be in accordance with Utah statute.



# Discussion Item #3



**MURRAY**

# Murray City Council

## Power Department Quarterly Report

### Council Action Request

Committee of the Whole

Meeting Date: January 7, 2025

<b>Department Director</b> Jennifer Kennedy  <b>Phone #</b> 801-264-2622  <b>Presenters</b> Greg Bellon     <b>Required Time for Presentation</b> 20 Minutes  <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>     <b>Date</b> December 19, 2024	<b>Purpose of Proposal</b> Quarterly Power Department Report  <b>Action Requested</b> Information only.  <b>Attachments</b>    <b>Budget Impact</b> None  <b>Description of this Item</b>  The Power Department will provide an update on their department.
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# Discussion Item #4



**MURRAY**


# Department/Agency Finance & Administration

## FY 2024-2025 Budget Amendment

### Council Action Request

Committee of the Whole

Meeting Date: January 7, 2025

<b>Department Director</b> Brenda Moore  <b>Phone #</b> 801-264-2513  <b>Presenters</b> Brenda Moore     <b>Required Time for Presentation</b> 10 Minutes  <b>Is This Time Sensitive</b> Yes  <b>Mayor's Approval</b>   <b>Date</b> December 16, 2024	<b>Purpose of Proposal</b> Amend the 2024-2025 budget  <b>Action Requested</b> Discussion  <b>Attachments</b> Memo outlining budget changes, proposed ordinance  <b>Budget Impact</b> Amendment  <b>Description of this Item</b>  A request is being made to change the FY2024-2025 budget. See attached memo for proposed changes.
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TO: Murray City Municipal Council

From: Brenda Moore, Finance & Administration Director

Date: December 13, 2024

Re: Fiscal Year 2025 Budget Opening – Committee of the Whole January 7, meeting January 21

A budget opening public hearing has been scheduled for January 21. The opening will request funds and budget adjustments for the following purposes:

- Receive and allocate several grants and reimbursements.
- New project, needs, or increased cost for FY2025.

The interest rates on city investments have not decreased as fast as anticipated so most new budgeted items will be paid by increasing the budget for interest revenue.

This budget opening will include language which will give me council authorization to increase the budgets for General Fund transfer to the CIP Fund, and the CIP Fund transfer from the General Fund. The transportation sales tax received in the General Fund is restricted to Street projects and is spent in the CIP fund. If we receive amounts higher than the original budget, the transfer budget to the CIP fund will need to be adjusted. This will also allow me, at year end, to transfer the amount necessary to keep the General Fund reserves between 25% and 26% of revenue to the CIP fund, adjust the budget, and avoid getting an audit finding.

#### **General Fund**

1. The Police department received \$25,894 grant from the Justice Assistance Grant (JAG) Program to be used for Police equipment.
2. The Parks & Recreation department received a \$3,000 donation for the volunteer banquet, from Intermountain Health. The donation was used to purchase gifts for the volunteers.
3. The Parks department received a \$48,000 grant from the Utah Department of Natural Resources for Jordan river trail maintenance and improvements.
4. The Fire department received a \$13,000 Emergency Management Performance Grant (EMPG). This pays a portion of the emergency manager's salary.
5. The Fire department received \$770,481 in reimbursements from 7 fire wildland deployments in Utah, Oregon, California, Wyoming, and Oregon. This covers Fire wages (both for deployed personnel and overtime to cover shifts) \$511,312, employment taxes of \$46,631, travel \$15,808, and direct costs \$408. \$196,322 was received for equipment rental. This rental will be used to increase the vehicle maintenance budget by \$50,000 and building maintenance budget by \$25,000, these two accounts had unexpected costs this year. The remaining rental revenue of \$121,322 will be transferred to the CIP fund to be used for future fire equipment.
6. The Interest revenue budget will be increased \$36,768. The increase in revenue budget will be allocated to the following new expenses:
  - a. \$30,000 in the Arts division for Glass Art enhancement on the 5 new BRT stations located

in Murray.

- b. \$6,768 in the Planning and Zoning division for Granicas software to identify property listed as short term rentals within Murray City.

#### **Capital Improvement Projects Fund (CIP)**

7. The CIP fund will receive \$121,322 from the wild land fire reimbursement and allocate to Fire equipment.
8. An additional \$25,000 is necessary to replace truck #47. The FY2025 budget had \$240,000 to replace ten-wheel dump truck #47. The actual cost was substantially more than what was budgeted. To come up with the extra funds, they saved money on the F450 by reusing the old truck bed. They will also reuse the bed and salter from the original truck #47. After these cost saving strategies, they still need an additional \$25,000 to get the vehicle outfitted as necessary. I verified that the equipment they are reusing are safe and will do the job. The interest revenue budget will be increased to offset this expense.

#### **Power Fund**

9. \$236,735 is requested for the purchase of a new arborist bucket truck. The 5-year CIP plan for equipment had an arborist bucket truck replacement set for FY2027. The truck they were going to replace in 2027 was having reliability issues, having to regenerate the batteries, which run the bucket, multiple times a day and started making so much noise people in the neighborhood where they were working were complaining. An opportunity came up to purchase a new truck which was already built for \$236,735. With the problems the old truck was having it seemed prudent to purchase the truck now instead of waiting 2 years. This will be paid for by increasing the interest revenue budget.

#### **Murray Parkway Fund**

10. \$9,500 is requested for a range ball picker. The one they have is old and needed a \$1,200 clutch. They found a 4-year-old, completely refurbished with new batteries ball picker for \$9,500. A brand-new ball picker would have cost \$20,500. The budget for interest will be increased to offset this expense.

#### **Risk Fund**

11. \$400,000 is requested for risk claims expense. A lawsuit was settled for \$400,000. The insurance company reimbursed the city \$236,973 (the amount the settlement and outside legal fees exceeded our self-insurance of \$250,000). The remaining \$163,027 will come from reserves.

ORDINANCE NO. 25-\_\_

AN ORDINANCE AMENDING THE CITY'S FISCAL YEAR 2024-2025 BUDGET

On August 13, 2024, the Murray City Municipal Council adopted the City's budget for Fiscal Year 2024-2025. It has been proposed that the Fiscal Year 2024-2025 budget be amended as follows:

1. In the General Fund receive \$36,768 interest revenue and appropriate the following items:
  - a. Increase the budget \$6,768 for Granicus software for the Planning division, and;
  - b. Increase the budget \$30,000 in the Cultural Arts and History Division for BRT station art panels, and;
2. Receive and appropriate the following grants and/or reimbursements in the General Fund with no financial impact:
  - a. Increase the budget \$25,894 from the Federal Justice Department JAG grant for police equipment, and;
  - b. Increase the budget \$3,000 from a donation from Intermountain Health for the volunteer banquet costs, and;
  - c. Increase the budget \$13,000 from the Emergency Management Performance Grant for the emergency manager salary, and;
  - d. Increase the budget \$48,000 from a grant from the Utah Department of Natural resources and use it for Jordan River Trail improvements and maintenance, and;
  - e. Receive \$770,481 reimbursement from seven (7) wild land fire deployment for Fire salaries, benefits, travel, equipment, vehicle maintenance, building maintenance and transfer \$121,322 of the reimbursement to the Capital Improvements Projects Fund.
3. In the Capital Improvement Projects Fund receive \$25,000 investment revenue and appropriate to Streets Division equipment.
4. In the Capital Improvement Projects Fund receive \$121,322 from the General Fund and appropriate to Fire equipment.
5. In the Power Fund receive \$236,735 interest revenue and appropriate to Arborist equipment.



6. In the Murray Parkway Fund receive \$9,500 interest revenue and appropriate to equipment.
7. In the Risk Fund receive \$236,973 in insurance reimbursement and use \$163,027 of reserves to appropriate \$400,000 to claims expense.
8. Authorize the Director of Finance and Administration to transfer any amount the transportation sales tax revenue is above budget to the Capital Projects fund at the close of the fiscal year 2024-2025 and adjust the budget accordingly.
9. Authorize the Director of Finance and Administration to transfer any amount from the General Fund to the Capital Projects fund at the close of fiscal year 2024-2025 which exceeds a 26% fund balance as determined by Utah Code Ann section 10-6-116 and adjust the budget accordingly.

Section 10-6-128 of the Utah Code states that the budget for the City may be amended by the Murray City Municipal Council following a duly noticed public hearing. Pursuant to proper notice, the Murray City Municipal Council held a public hearing on January 21, 2025, to consider proposed amendments to the Fiscal Year 2024-2025 budget. After considering public comment, the Murray City Municipal Council wants to amend the Fiscal Year 2024-2025 budget.

*Section 1. Enactment.* The City's Fiscal Year 2024-2025 budget shall be amended as follows:

1. In the General Fund receive \$36,768 interest revenue and appropriate the following items:
  - a. Increase the budget \$6,768 for Granicus software for the Planning division, and;
  - b. Increase the budget \$30,000 in the Cultural Arts and History Division for BRT station art panels, and;
2. Receive and appropriate the following grants and/or reimbursements in the General Fund with no financial impact:
  - a. Increase the budget \$25,894 from the Federal Justice Department JAG grant for police equipment, and;
  - b. Increase the budget \$3,000 from a donation from Intermountain Health for the volunteer banquet costs, and;
  - c. Increase the budget \$13,000 from the Emergency Management Performance Grant for the emergency manager salary, and;

- d. Increase the budget \$48,000 from a grant from the Utah Department of Natural resources and use it for Jordan River Trail improvements and maintenance, and;
  - e. Receive \$770,481 reimbursement from seven (7) wild land fire deployment for Fire salaries, benefits, travel, equipment, vehicle maintenance, building maintenance and transfer \$121,322 of the reimbursement to the Capital Improvements Projects Fund.
- 3. In the Capital Improvement Projects Fund receive \$25,000 investment revenue and appropriate to Streets Division equipment.
  - 4. In the Capital Improvement Projects Fund receive \$121,322 from the General Fund and appropriate to Fire equipment.
  - 5. In the Power Fund receive \$236,735 interest revenue and appropriate to Arborist equipment.
  - 6. In the Murray Parkway Fund receive \$9,500 interest revenue and appropriate to equipment.
  - 7. In the Risk Fund receive \$236,973 in insurance reimbursement and use \$163,027 of reserves to appropriate \$400,000 to claims expense.
  - 8. Authorize the Director of Finance and Administration to transfer any amount the transportation sales tax revenue is above budget to the Capital Projects fund at the close of the fiscal year 2024-2025 and adjust the budget accordingly.
  - 9. Authorize the Director of Finance and Administration to transfer any amount from the General Fund to the Capital Projects fund at the close of fiscal year 2024-2025 which exceeds a 26% fund balance as determined by Utah Code Ann section 10-6-116 and adjust the budget accordingly.

*Section 2. Effective Date.* This Ordinance shall take effect on first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on this \_\_\_\_ day of \_\_\_\_\_, 2025.

MURRAY CITY MUNICIPAL COUNCIL

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TBD, Chair

ATTEST:

\_\_\_\_\_  
Brooke Smith, City Recorder

MAYOR'S ACTION: Approved

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Brett 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Brooke Smith, City Recorder



# Discussion Item #5



**MURRAY**

# City Council and Administration

## Interlocal Boards and Committee Reports

### Council Action Request

Committee of the Whole

Meeting Date: January 7, 2025

<b>Department Director</b> Jennifer Kennedy  <b>Phone #</b> 801-264-2622  <b>Presenters</b> As Listed	<b>Purpose of Proposal</b> Reports from Murray City representatives who serve on interlocal boards, committees and commissions.  <b>Action Requested</b> Informational only.  <b>Attachments</b> None  <b>Budget Impact</b> N/A  <b>Description of this Item</b> Biannual reports from City representatives who serve on Interlocal Boards and Commissions (5 minutes each)  a. Utah Infrastructure Agency (UIA) - Brenda Moore b. Valley Emergency Communications Center (VECC), Metro Fire and Utah Telecommunications Open Infrastructure Agency (UTOPIA) - Doug Hill (15 minutes) c. Council of Governments (COG) and Wasatch Front Waste and Recycling District (WFWRD) and Central Valley Water - Mayor Hales (10 minutes)
<b>Required Time for Presentation</b> 30 Minutes  <b>Is This Time Sensitive</b> No  <b>Mayor's Approval</b>          <b>Date</b> December 19, 2024	



**MURRAY**  
CITY COUNCIL

**Adjournment**