



MURRAY
CITY COUNCIL

Committee of the Whole Meeting April 1, 2025



Murray City Municipal Council Committee of the Whole Meeting Notice April 1, 2025

PUBLIC NOTICE IS HEREBY GIVEN that the Murray City Municipal Council will hold a Committee of the Whole meeting beginning at 4:45 p.m. on Tuesday, April 1, 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 or <https://www.facebook.com/Murraycityutah/>.

Meeting Agenda

4:45 p.m. **Committee of the Whole** – Poplar Meeting Room #151
Pam Cotter conducting.

Approval of Minutes

Committee of the Whole – March 4, 2025

Discussion Items

1. Discussion on a ordinance amending Section 2.24.050, the Heading of Chapter 2.38, and Sections 2.38.010, 2.38.020, and 2.40.020 of the Murray City Municipal Code, changing all references from the Heritage Center to the Senior Recreation Center. G.L. Critchfield presenting. (5 minutes)
2. Discussion on a resolution authorizing and ratifying the execution of an Interlocal Cooperation agreement between the City and Salt Lake County to provide election services to assist the City in conducting the City's 2025 Municipal Election. Brooke Smith presenting. (5 minutes)

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 Poplar Meeting Room will be able to hear all discussions.

On Friday, March 28, 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 and the state noticing website at <http://pmn.utah.gov>.

Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Committee of the Whole Minutes

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

Work Session Minutes of Tuesday, March 4, 2025
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
Scott Goodman	District #3
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
Chad Wilkinson	CED Director	Rob White	IT Director
Kim Sorensen	Parks and Recreation Director	Russ Kakala	Public Works Director
Katie Lundquist	Theater Operations Manager	Matt Youngs	Power Department
Craig Burnett	Police Chief	Trae Stokes	City Engineer
Jeff Pulls	Fire Department	Brooke Smith	City Recorder
Steve Olsen	Fire Department	Brenda Moore	Finance Director
Joey Mittelman	Fire Chief	Zac Smallwood	Planning Manager
Elvon Farrell	Economic Development Specialist	Ben Gray	IT

Conducting: Council Chair Cotter called the meeting to order at 3:56 p.m.

Approval of Minutes: Committee of the Whole, February 4, 2025. Ms. Cotter noted one spelling error in need of correcting. Mr. Hock moved to amended as corrected, and Ms. Turner seconded the motion. All in favor 5-0.

Discussion Items:

- **Murray Traffic Calming Manual presentation.** Murray City Senior Civil Engineer Chris Zawislak said the manual lays out a process for addressing residents' complaints and concerns about speeding. He explained how they would use a quantitative approach, using accountable and measurable feedback to determine the best countermeasures that fit vehicle speeds. The City's TSC (Traffic Safety Committee) began working with WCG (Wall Consultant Group) engineers in 2024 to create the manual offering steps for implementing calming measures. The document gives background information on traffic calming options, civil counter measures determined by the TSC and includes an application process to outline how the City evaluates calming measures. A final decision would be reported to the TSC and recommendations would be provided to the applicant/resident.

Professional Engineer Jeremy Searle with WCG gave a detailed review of the document confirming the process would measure, evaluate and identify real speeding problems, and offer appropriate solutions for less significant speeding concerns. He said without a guiding document, common speeding issues are often resolved for whoever complains the loudest or the most.

Mr. Searle described measures for implementing passive, active and temporary speed solutions and noted that speed bumps, speed cushions, diagonal diverters and rumble strips are considered inappropriate measures. A Murray City Functional Class Map included in the manual was shared for charting arterials, collectors, local roadways, State Roads and safe walking routes for schools. He noted that active speeding measures should not be installed on identified emergency routes that are

constantly used.

Mr. Searle said the TSC decides whether to implement passive, active, or temporary measures when a resident submits a request form to the Public Works Department, along with a \$25 fee. This process initiates a traffic calming study in a concerned area. Murray's engineering staff will assess speeding concerns by collecting data, which results in a scored rating of low, medium, or high urgency. The TSC would analyze the rating to determine how to address the issue. High urgency ratings would be addressed with immediate active measures, and if less urgent measures are not working, temporary measures would be installed as a test case to study the before and after effects of a calming measure. Mr. Zawislak agreed temporary measures were recently purchased and would be tested this summer.

Mr. Searle explained the reason for a \$25 fee was to lessen the number of daily complaints regarding random speeding issues and increase a better focus to study major safety issues. A formal complaint with the required form and fee means that neighbors agree on a speeding concern, rather than having a complaint from one individual. He noted that City staff may also initiate traffic calming studies because they are aware of speeding hot spots in the City, new developments to an area and have access to car accidents that indicate if someone was distracted while driving or speeding.

Mr. Hock said the application process and \$25 fee felt like an added level of bureaucracy to a problem residents have. He thought the new process would make him seem less responsive to citizens' complaints, by referring them to fill out a form and pay a fee. In the past he could help citizens work through those issues and he believed that by taking the problem out of his hands he was no longer a point person as an elected official. He felt he could not follow up on those matters and residents would be charged with a fee to report a problem. Ms. Turner agreed.

Mr. Hill said the staff's intent was to implement a traffic calming measure, not to investigate or resolve a citizen problem, which may or may not be related to speeding. He said Council Members or residents can still contact the City's public works office, police, fire, or engineering departments about safety concerns. Council Members should funnel traffic and speeding concerns through the Mayor's office where concerns are passed on to the TSC who would study, discuss and resolve the issue by putting in a crosswalk, crossing guard, stop sign or no parking sign to address basic safety measures that do not require the form or a fee.

He clarified that the application and fee process was not required for every safety problem in the City but applied only to a community that may want traffic calming circles or other calming measures in their area to address speeding. Mr. Goodman felt the process was effective for a recent speeding issue in his district.

Mr. Zawislak said the intention was not to create barriers between Council Members and residents. The intent was to bring in objectivity related to speeding and create a buy-in from surrounding residents in a community. The required signatures of five other citizens and the fee payment says that more than one citizen agrees to the study request and concern. The goal is to get buy in from a concerned community, rather than one person insistent on have a calming measure installed, because staff has found the installation seems like a waste of money to other residents who questioned why a calming measure was even installed.

Mr. Searle said another City funneled speeding complaints through this same process successfully, which changed an emotional issue to a data driven solution. He hoped the new process would give Mr. Hock and others reliable back up support based on data and not high emotions. Mr. Zawislak agreed saying collected data could be passed on to Mr. Hock to share with concerned residents to

show that decisions are not made arbitrarily. Mr. Searle said the one page request form would serve the same purpose as an email complaint to the Council, and the form would provide detailed safety concerns along with the signatures of others who agree something needs to be done.

Mr. Searle pointed out other helpful tools, information sheets and actual rating forms included in the manual that will help understand traffic calming measures. City Engineer Trae Stokes shared previous efforts to study speeding concerns near schools and effective mitigation strategies. He agreed that moving forward with the manual speed issues would be evaluated more effectively with consistent data driven information.

- **Report on wildland fire deployments.** Fire Chief Joey Mittelman said 2024/2025 was a busy wild fire season and introduced Assistant Fire Chief Steve Olson. Chief Olson discussed wildfire seasonal trends and explained how a 2012 Utah mandate led MFD (Murray Fire Department) to create a specialized firefighter team for deployments beyond its jurisdiction. As a Cooperator with Utah State fire entities, MFD participates when properly equipped with trucks and maintained certifications. Chief Olson noted a 2024 wildfire map saying that all fires were human and lightning caused. He discussed the difference between deployment life and fire station life as a firefighter. Chief Mittelman reviewed MFD resources, vehicle types, staff balancing, and deployment funding. Chief Olson said the reason MFD team members look forward to participating in deployments is because they gain experience for handling major fire emergencies that could happen locally.
- **An ordinance enacting Chapter 3.58 of the Murray City Municipal Code relating to donations and sponsorships.** Parks Director Kim Sorensen explained that the City has historically accepted small sponsorships and donations for 5K race T-shirts and allowing Murray High School billboard advertising. Larger sponsorships were avoided in the past because the City had to ensure the clear benefits to the City, while providing sponsors with advertising that offered more value than their sponsorship.

Mr. Sorensen said the City is now interested in accepting larger donations and sponsorships so the proposed ordinance would provide a written policy. Decision making would involve both the Mayor and City Council. The policy requires that donations over \$100,000 be reported directly to the Council, and smaller donations are to be reported periodically by the finance director. The policy also allows for naming rights of Murray facilities.

City Attorney Critchfield explained State Law that specifically allows parks and recreation departments to receive donations and sponsorships and the naming rights of Murray parks and recreation facilities. He said this already occurred in 2000 when Murray's golf course was renamed to The Lynn F. Pett Murray Parkway Golf Course. The process used for that name change would now be in writing by ordinance that also details legal matters related to standards and guidelines for accepting large donations and sponsorships.

- **An ordinance enacting Chapter 3.60 of the Murray City Municipal Code relating to fees for use of preserving the Murray City Theater and Murray Park Amphitheater.** Mr. Sorensen presented the proposal for a \$2 per-seat preservation fee on all Murray City Theater and Murray Park Amphitheater tickets. He noted that most government-owned theaters have similar fees and that Zions Financial conducted a fee study based on conservative amphitheater ticket sales. He felt if the fee was not effective, it could possibly be increased in the future.

Ms. Turner thought the \$2 fee was not feasible and did not make sense. Mr. Sorensen noted the maximum fee of \$4.36 per seat suggested by Zions, saying the \$2 fee was determined after thoroughly studying other venues in the State that only impose a \$1 or \$2 preservation fee.

Theater Operations Manager Katie Lindquist confirmed that the \$2 fee was in line with Salt Lake County. Mr. Hock said the \$2 fee would only generate about \$20,000 per year and would not cover the annual operating expenses of \$90,000. Mr. Sorensen clarified that the preservation fee was not intended to cover all operation costs.

He explained that Ms. Lindquist and the Arts Advisory Board favored the \$2 preservation fee to avoid raising ticket prices any higher, which could impact a successful opening of the Murray Theater. He said a fee should have been implemented when the outdoor amphitheater first opened and that having one now would help fund maintenance, repairs, and capital improvements.

Ms. Turner felt doubling the fee would be beneficial, Ms. Cotter thought a higher fee might deter visitors and that \$2 was more affordable for young families with children. Mr. Goodman suggested applying a higher fee only to the Murray Theater. Ms. Turner was concerned about increasing fees after visitors were accustomed to the lower rate. Ms. Lindquist hesitated in implementing the maximum fee because residents previously opposed a \$2 price increase on tickets for musicals at the amphitheater. She clarified that the preservation fee would fund improvements and maintenance costs only, not General Fund expenses. The \$2 fee suggested for the Murray Theater was based on projected ticket sales, estimating year-round revenue compared to seasonal programming at the outdoor amphitheater.

Mr. Hock suggested adding more programming to the Murray Theater to increase preservation revenue. Mr. Sorensen confirmed the theater would schedule more events per month than the amphitheater. Ms. Lindquist noted that fees collected from private rentals would also help fund amphitheater improvements and explained that the \$1 and \$2 fees would be applied in accordance with the expected attendance of each event. Mr. Sorensen said the suggested \$2 fee could be reevaluated in one year and confirmed that the outdoor theater has 680 seats, and the Murray Theater seats 320 people.

Ms. Turner asked about theater fees in Salt Lake City and Ms. Lindquist confirmed that most charged a \$1 or \$2 preservation fee, with Logan City implementing a \$1 fee for their theater. Mr. Pickett supported the proposed \$2 fee and Ms. Turner reiterated that a higher fee would ensure the funding of arts programs in the City. Ms. Cotter agreed with keeping the \$2 recommendation from Zions Financial and staff. Mr. Hock concluded that after further discussion, the majority agreed to maintain the \$2 fee with a priority to reevaluate the fee in 2026.

- **An ordinance amending Section 17.156.020 (C-N Commercial Neighborhood District) to allow Land Use No. 7410 "Sport Activities" as a permitted use.** Planning Manager Zac Smallwood said the request was made by Another Round Golf company that wants to include event watching and golf practicing in their existing space. Mr. Smallwood shared City Code to confirm that the indoor sports activity would be allowed in the zone and there would be no impact to the surrounding community. He reviewed the findings, noting that staff believes a golf simulator activity would benefit the community and reported that the Planning Commission voted unanimously in favor of recommending approval to the City Council.
- **An ordinance relating to Land Use; amends the Zoning Map from R-1-10 (Single Family Low-Density) to R-1-6 (Single Family Medium-Density) for the properties located at 1504 and 1508 East Vine Street, Murray City.** Mr. Smallwood said the rezone of two properties would allow for two potential flag lots. He compared zoning standards of the existing R-1-10 to the requested R-1-6, noted that each parcel contained an existing home, with the potential to build one additional single-family home on

each parcel, for a total of four single-family homes. He shared findings and stated that staff supported the request and the Planning Commission unanimously recommended approval. He confirmed that the rezone would increase property values and aesthetics without disrupting the church parking lot. Mr. Smallwood pointed out the existing duplexes and multi-family housing units in the area.

- **Legislative Updates and discussion on the Utah Housing Strategic Plan.** Ms. Cotter expressed appreciation to the ULCT (Utah League of Cities and Towns) for supporting member cities. She said the ULCT was closely monitoring SB (Senate Bill) 337, Land Use and Development and SB-328, Alcohol Amendments and noted that SB-300, Election Amendments had passed committee with a favorable recommendation. Mr. Hock reported that Phase One of the Utah Housing Strategic Plan had an unclear impact since it contained no new information. Mr. Smallwood explained Phase One was a summary of past data, while Phase Two, during the Interim Session, would offer communities more clarity on the State's housing goals for 2025.

Adjournment: 5:35 p.m.

Pattie Johnson
Council Administrator III



Discussion Items



Discussion Item #1



MURRAY

City Attorney

City Code Amendments: Senior Recreation Center

Council Action Request

Committee of the Whole

Meeting Date: April 1, 2025

Department Director G.L. Critchfield Phone # 801-264-2640 Presenters G.L. Critchfield	Purpose of Proposal Amend portions of Ch 2.38 and 2.40 regarding the Senior Recreation Center. Action Requested Approve ordinance amendments to change references from the Heritage Center to the Senior Recreation Center. Attachments Proposed Ordinance. Budget Impact N/A. Description of this Item On May 1, 2018, the City Council changed the name of the building formerly known as the L. Clark Cushing Heritage Center to the L. Clark Cushing Senior Recreation Center. Several references in the city code were overlooked and were not changed at the time the building was renamed. Council Member Hock brought this to the attention of this office and we have prepared the necessary amendments. The attached proposed ordinance changes references from Heritage Center to Senior Recreation Center.
Required Time for Presentation 5 Minutes Is This Time Sensitive No Mayor's Approval Date March 14, 2025	

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 2.24.050, THE HEADING OF CHAPTER 2.38, AND SECTIONS 2.38.010, 2.38.020, AND 2.40.020 OF THE MURRAY CITY MUNICIPAL CODE, CHANGING ALL REFERENCES FROM THE HERITAGE CENTER TO THE SENIOR RECREATION CENTER.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The “L. Clark Cushing Heritage Center”, located at 10 East 6150 South, Murray City, Salt Lake County, Utah was renamed the “L. Clark Cushing Senior Recreation Center” by resolution R18-16 on May 1st, 2018. The purpose of this Ordinance is to amend Section 2.24.050, the heading of Chapter 2.38, and Sections 2.38.010, 2.38.020, and 2.40.020 of the Murray City Municipal Code to remove all references to the Heritage Center and replace them with Senior Recreation Center.

Section 2. Amendment. Section 2.24.050, the Heading of Chapter 2.38 and Sections 2.38.010, 2.38.020, and 2.40.020 of the Murray City Municipal Code shall be amended to read as follows:

2.24.050: SENIOR SERVICES DIVISION:

A. The Senior Services Division of the Parks and Recreation Department is created. The division shall be directed by the ~~Heritage~~ Senior Recreation Center Director who reports to the Parks and Recreation Director. The division is responsible for:

1. The operation and maintenance of the ~~Heritage~~ Senior Recreation ~~Citizen~~ Center. (Ord. 18-06)

....

CHAPTER 2.38

~~Heritage~~ Senior Recreation Center Advisory Board

2.38.010: CREATED; COMPOSITION; APPOINTMENT:

There is created and established a body to be designated as ~~Heritage~~ Senior Recreation Center Advisory Board and shall be composed of nine (9) at large members, all of which shall be appointed by the Mayor with the advice and consent of the City Council. Five (5) members so appointed shall be residents of the City. (Ord. 16-17)

....

2.38.020: POWERS AND DUTIES:

It shall be the duty of the board to act in an advisory capacity to the ~~Heritage~~ Senior Recreation Center Director, the Mayor and the City Council in connection with the ~~Heritage~~ Senior Recreation Center. All business done or to be done by the City in connection with such administration or other operation of such center shall be subject to the advice of the board. All matters of general policy in connection with the administration of the center or its operation, including the extent of the authority and discretion to be destined in the director of the center, shall be decided by the City with the advice of such board. (Ord. 16-17)

....

2.40.020: MISSION; POWERS AND DUTIES:

- A. The mission of the Parks and Recreation Advisory Board is to:
1. Actively promote the use of City parks and recreational facilities;
 2. Examine the present and future demand for publicly owned recreational facilities for the citizens and patrons of the City; and
 3. Review and recommend policies and procedures to improve the parks and recreation system of the City, including existing facilities.

B. The board shall not have responsibilities delegated to the Arts Advisory Board, the ~~Heritage Center~~ Senior Recreation Center Advisory Board, the Shade Tree Commission or such other boards which may be created, nor to act as an appeals board to hear disputes from recreational activities. It shall be the duty of the board to act in an advisory capacity to the Parks and Recreation Department, parks and recreation staff, the Mayor and the City Council. (Ord. 18-06: Ord. 16-17)

....

Section 3. Effective date. This Ordinance shall take effect upon first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on

This _____ day of _____, 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

MAYOR'S ACTION:

DATED this ____ day of _____, 2025.

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 _____, 2025.

Brooke Smith, City Recorder



MURRAY
CITY COUNCIL

Discussion Item #2



MURRAY

Finance and Admin

2025 Municipal Elections

Council Action Request

Committee of the Whole and Council Meeting

Meeting Date: April 1, 2025

Department Director Brenda Moore Phone # 801-264-2513 Presenters Brooke Smith	Purpose of Proposal Enter into an agreement with Salt Lake County for the County to conduct the city's 2025 Municipal Elections Action Requested Approval of Resolution Attachments Proposed Resolution and Interlocal Cooperative Agreeent Budget Impact \$119,120-\$218,283 I am requesting a budget of \$170,000 (Median) Description of this Item This request to approve an resolution allowing the County to help Murray City conduct the 2025 municipal elections. They have all the equipment needs and will take care of hiring election workers, setting up polling locations, ballot printing, etc.
Required Time for Presentation 5 minutes Is This Time Sensitive Yes Mayor's Approval Date March 18, 2025	

RESOLUTION NO. R25-

A RESOLUTION AUTHORIZING AND RATIFYING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND SALT LAKE COUNTY TO PROVIDE ELECTION SERVICES TO ASSIST THE CITY IN CONDUCTING THE CITY'S 2025 MUNICIPAL ELECTION.

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the City wants Salt Lake County ("County") to provide the services of its clerk's office, elections division, to assist the City in conducting the City's 2025 municipal election; and

WHEREAS, an Agreement has been prepared to accomplish such purpose.

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

1. It hereby approves and ratifies the Agreement dated March 12, 2025 between the City and the County for the County to provide the services of its clerk's office, elections division, to assist the City in conducting the City's 2025 Municipal Election.

2. The Agreement is in the interest of rendering the best service with the least possible expenditure of public funds.

3. Mayor Brett A. Hales' execution of the Agreement is hereby authorized and ratified on behalf of the City.

4. Mayor Brett A. Hales, is hereby authorized to act in accordance with the terms of the Agreement.

DATED this day of , 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

MURRAY CITY

For Municipal Election

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, on behalf of its County Clerk’s Office, Election’s Division (the “County”); and **MURRAY CITY**, a municipal corporation of the State of Utah (the “City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, UTAH CODE §§ 11-13-101 to -608 (the “Interlocal Act”), and as such, are authorized to enter into agreements to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers.

B. Utah Code § 20A-5-400.1 permits the County to enter into interlocal agreements with local municipalities to conduct their elections.

C. The County desires to provide the services of its Clerk’s Office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2025 primary and general municipal elections.

D. The City desires to engage the County for such services.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 — ELECTION SERVICES

1.1. Scope of Work. The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit “A.” Generally, the County shall perform the listed election functions as set forth in Exhibit “A” and as needed to ensure implementation of the City’s 2025 primary and general municipal elections, and shall furnish all materials, labor and equipment to

complete the requirements and conditions of this Agreement.

1.2. Cost. The City shall pay the County the actual cost of conducting its election. A good faith range of costs of such services (as well as any amount of pre-payment required by the County) shall be provided in Exhibit "B," and will be attached hereto and incorporated by reference. At the conclusion of the elections, the County shall provide the City with a final invoice in writing based on its actual expenses, and the City shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the overall costs of the election and shall provide the amount billed to the City for participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's actual costs of responding to such events, as set forth in the final invoice. The City acknowledges that the final invoice amount for these additional services may cause the total cost to the City to exceed the good faith range given to the City by the County.

1.3. Legal Requirements. The County and the City understand and agree that the City's 2025 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit "A." The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

1.4. Rank Choice Voting.

(a) The County and the City understand and agree that if the County provides services or resources to conduct an instant runoff voting election as described in sections 20A-4-603 and -604, UTAH CODE (2024) ("Rank Choice Voting"), the actual cost of administering such an election will be added to the City's invoice.

(b) If the City decides to hold a Rank Choice Voting election, then, in accordance with Utah Code § 20A-4-602(3)(a), it shall provide the Lt. Governor and the County with notice of its intent to use Rank Choice Voting as its selected method of voting, no later than April 30, 2025.

(c) The County reserves the right to refuse to conduct a Rank Choice Voting contest with more than 10 candidates. The City acknowledges that, if the County agrees to conduct a Rank Choice Voting contest where more than 10 candidates appear on the ballot, then voters may only rank up to 10 candidates. The City hereby assumes full risk and liability for, and agrees to indemnify and

hold harmless the County, its agents, officers and employees from and against, any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses (including attorney's fees and costs) arising out of or resulting from the City's decision to use Rank Choice Voting in a race involving more than 10 candidates. The County's exercise of such a right shall be effective immediately upon written notice to the City and shall not be construed as a breach of, or an event of default under, this Agreement, and said exercise shall be without any liability of, or penalty to, the County.

1.5. Independent Contractor.

(a) Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 12, 2025, and on November 4, 2025, certain decisions by the County referenced in Exhibit "A" may not be subject to review by the City. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing a consistent type, scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."

(b) The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections. The City agrees that the direction it gives the County under Utah Code § 20A-5-400.1(2)(a) and this Agreement shall likewise be in strict compliance with all such applicable laws. The County shall be under no obligation to comply with any direction from the City that is not demonstrably consistent with all applicable federal, state and county laws governing elections.

ARTICLE 2 —COVENANTS AND AGREEMENTS

2.1. Indemnification and Liability.

(a) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE §§ 63G-7-101 to -904 (the "Immunity Act"). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Governmental Immunity Act or common law. Each Party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either Party to act as an agent for the other. Each of the parties hereto assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other Party or its agents, employees, or contractors.

(b) Indemnification. Subject to the provisions of the Governmental Immunity Act, the City agrees to indemnify, hold harmless and defend the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, contests, controversies, challenges, proceedings, liability, damages, losses and expenses, however allegedly caused, resulting directly or indirectly from, or arising out of: a) the City's breach of this Agreement; b) any negligent or wrongful act, error or omission of the City, its officers, agents and employees in the performance of this Agreement; or c) the City's actions, decisions or directions regarding election questions, problems, or legal issues. The City agrees that its duty to indemnify the County under this Agreement includes all attorney fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County. The City further agrees that its indemnification obligations in this section will survive the expiration or termination of this Agreement.

(c) Insurance. Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

2.2. Election Records. The County shall be steward of records generated by The County such as, but not limited to, ballots, envelopes, affidavits, and cure documents, consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2024), and all other relevant local, state and federal laws. The City shall maintain and keep control of all other records created pursuant to this Agreement and from the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain its election records consistent with the Government Records Access and Management Act, UTAH CODE §§ 63G-2-101 to -901 (2024), and all other relevant local, state and federal laws.

ARTICLE 3 — MISCELLANEOUS

3.1. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Act, the Parties agree as follows:

(a) This Agreement shall be approved by each Party pursuant to Utah Code § 11-13-202.5.

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by duly authorized attorneys on behalf of each Party pursuant to and in accordance with Utah Code § 11-13-202.5.

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code § 11-13-209.

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

(e) No separate legal entity is created by the terms of this Agreement.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) County and City Representatives.

(i) The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate the performance of the services under this Agreement.

(ii) The City designates Brooke Smith, its city recorder, as the City's representative in its performance of this Agreement. The City's representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

County Contact Information

Tom Reese
Elections Director
treese@saltlakecounty.gov
(385) 468-7425

Ann Stoddard
Admin/Fiscal Manager
astoddard@saltlakecounty.gov

City Contact information

Brooke Smith
City Recorder
bsmith@murray.utah.gov
(801) 264-2662

3.2. Term of Agreement. This Agreement shall take effect immediately upon the approval of this Agreement by both Parties as provided in Utah Code § 11-13-202.5 and shall expire on February 28, 2026.

3.3. Termination. This Agreement may be terminated (with or without cause) by the County upon at least thirty-days prior written notice to the City. This Agreement may be terminated (with or without cause) by the City any time before April 30, 2025, upon written notice to the County. Upon any such termination, the following shall occur:

(a) the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of termination and based upon the dollar amounts for materials, equipment and services set forth herein;

(b) the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement;

(c) each party shall retain ownership of any property it owned prior to the date of this Agreement and the City shall own any property it created or acquired pursuant to this Agreement; and

(d) if any pre-payment is required by the County and has been paid by the City, then such amount shall be retained by the County as a non-refundable administrative fee to cover the County's actual costs of preparing for the City's elections.

3.4. Non-Funding Clause. Pursuant to Utah State law, the County appropriations lapse at the end of each fiscal year. County appropriations may also be altered at any time during the fiscal year. Consequently, if funds are not appropriated for a succeeding fiscal year to fund performance by the County under the Agreement, or if appropriations are withdrawn or otherwise altered, the Agreement shall terminate, effective upon written notice. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of the City, its successors, or its assigns, as to this Agreement, or any portion thereof.

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

3.6. Notices. All notices required under this Agreement shall be made in writing and shall be sent via email.

3.7. Ethical Standards. The City represents that it has not: a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; b) retained any person to solicit or secure

this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; c) breached any of the ethical standards set forth in Utah Code § 17-16a-4 or Salt Lake County Code of Ordinances § 2.07; or d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinance.

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

3.9. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by the Parties.

3.10. Time. The Parties agree that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a breach of this Agreement and shall be just cause for immediate termination by the County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

3.11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

3.12. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties.

3.13. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

3.14. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way

affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

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

3.16. Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the latest date indicated below.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

By: Lannie Chapman
Salt Lake County Clerk

Date: _____

Reviewed as to Form:

By: Adam Miller
2025.03.07
09:24:21 -07'00'
Deputy District Attorney

Date: _____

MURRAY CITY:

By: _____

Name: _____

Title: _____

Date: _____

Attest:

City Recorder

Date: _____

Reviewed as to Form:

By: _____
City Attorney

Date: _____

Exhibit 'A'
2025 Municipal Elections
Scope of Work

The Municipality agrees to the consolidation of all elections administrative functions to ensure the successful conduct of multiple and simultaneous municipal elections, local district elections, and county elections. The County agrees to conduct vote by mail/consolidated polls (vote center) elections for the Municipality.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the Municipality recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the Municipality.

Services the County will perform for the Municipality include, but are not limited to:

- Ballot layout and design
- Ballot ordering, printing, and delivery
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election vote centers/early vote locations
- Vote by Mail administration
- Updating state and county websites
- Tabulating, reporting, auditing, and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailing required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and §20A-9-203)
- Direct payment of all costs associated with the elections including but not limited to software, hardware, supplies, printing, postage, vote-centers, drayage, training, and temporary staff hired to facilitate elections
- Storage and maintenance of records as per the Utah State Code 20A-4-202-3b(i)(b).
- Materials provided in English and Spanish as per U.S. C Section 203 of the Voting Rights Act, with exception of translation of additional ballot initiatives.

The Municipality will provide all voter education outreach related to Rank Choice Voting, if applicable.

The Municipality will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith range for budgeting purposes (Exhibit 'B'). Election costs are variable and are based on the Municipality's offices scheduled for election, the Municipality's number of registered voters, the number of jurisdictions involved, as well as any direct costs incurred.

The Municipality will be invoiced for its pro-rata share of the actual costs of the elections. In the event of a State or County special election being held in conjunction with a municipal election, the scope of services, associated costs, and the method of calculating those costs will remain unchanged.

Exhibit B 2025 Election Costs Murray

Below is the good faith range of estimates for the upcoming **2025 Municipal Elections** for **Murray**. Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/1/2025): 28,511
- B. Election for the offices below:
 - Mayor
 - Council District 2
 - Council District 3 (2 year term)
 - Council District 4
- C. Other participating entities: both Primary and General election costs will fluctuate based on the number of participating entities. The cost for each entity in each election will rise as other entities decline participation in that election due to cancellation of contests, etc. The estimates below are premised on three scenarios with varying levels of election participation.

Cost Estimate

Description	Base Scenario (all entities participating in primary)	High Participation Scenario (~2/3 entities participating in primary)	Low Participation Scenario (~1/3 entities participating in primary)
Primary Election Cost	\$27,509	\$38,651	\$137,821
General Election Cost	\$66,565	\$75,469	\$75,462
Election Administration Fee	\$5,000	\$5,000	\$5,000
Ranked Choice Software Charge (if applicable)	[\$26,250 / # of participating entities]	[\$26,250 / # of participating entities]	[\$26,250 / # of participating entities]

Ranked Choice Software License Charge

- The Ranked Choice Voting Software License Charge will be billed to any entity electing to use ranked choice voting (RCV) as a voting method, regardless of whether or not the election contests use that method in the general election.
- The final software license charge for entities electing to use RCV will be determined after May 1st, 2025.
- The software license charge will be calculated by taking the full software cost (\$26,500) and dividing it equally by the number of entities that have elected to use RCV.
- The software license charge will be invoiced after May 1st, 2025. Fee must be paid within 30 days of the date of the invoice.

Fee Statements

- The Election Administration Fee (Admin Fee) will be billed after July 1st, 2025.
- All entities that wish to contract with Salt Lake County will pay the Admin Fee within 30 days of the date of the invoice.
- The Admin Fee will be applied towards each entity's billed amount for the 2025 election.
- If the Admin Fee exceeds the billed cost of the 2025 election, the excess amount will be applied towards the total election cost to reduce overall cost.
- Admin Fees will not be refunded.
- If a ballot measure appears on a general election ballot for a municipality or special district, that measure will be treated as a separate contest and will be billed to the municipality/district accordingly. A recount election will be addressed in the same manner.
- All billing will be based on actual costs.



MURRAY
CITY COUNCIL

Adjournment