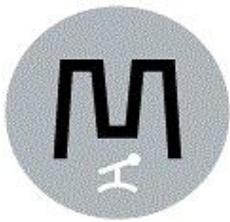




MURRAY
CITY COUNCIL

**Council Meeting
October 7, 2025**



Murray City Municipal Council

City Council Meeting Notice

October 7, 2025

PUBLIC NOTICE IS HEREBY GIVEN that the Murray City Municipal Council will hold a City Council meeting beginning at 6:30 p.m. on Tuesday, October 7, 2025 in the Murray City Council Chambers located at Murray City Hall, 10 East 4800 South, Murray, Utah.

The public may view the Council Meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>.

Meeting Agenda

6:30 p.m. **Council Meeting** – Council Chambers
Adam Hock conducting.

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

Council Meeting – August 26, 2025
Council Meeting – September 2, 2025

Citizen Comments

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

Special Recognition

1. Consider a Joint Resolution of the Murray City Municipal Council and Mayor designating the week of October 5 – October 11, 2025 as Fire Prevention Week. Mayor Hales and Jeff Puls presenting.

Consent Agenda

Mayor Hales presenting.

1. Consider confirmation of the Mayor's reappointment of Dana Dmitrich to the History Advisory Board for a term beginning September 2025 to September 2028.
2. Consider confirmation of the Mayor's reappointment of Arilyn Jensen to the History Advisory Board for a term beginning September 2025 to September 2028.

Public Hearings

None scheduled.

Business Items

1. Consider a resolution finding that developing a Station Area Plan for the portion of the East Atherton Station located within the boundaries of Murray City is impracticable. Zachary

Smallwood presenting.

2. Consider a resolution finding that developing a Station Area Plan for the portion of the Meadowbrook Station area located within the boundaries of Murray City is impracticable. Zachary Smallwood presenting.
3. Consider a resolution authorizing Murray City to enter into a Parking Agreement with Rockworth Companies for city employee parking spaces located at approximately 48 East 4800 South, Murray City, Salt Lake County, Utah. Chad Wilkinson presenting.

Mayor's Report and Questions

Adjournment

NOTICE

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

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

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

On October 2, 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 Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov, and the state noticing website at <http://pmn.utah.gov>.



Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes

MURRAY CITY MUNICIPAL COUNCIL
COUNCIL MEETING
Minutes of Tuesday, August 26, 2025
Murray City Hall, 10 East 4800 South, Council Chambers, 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
G.L. Critchfield	City Attorney	Pattie Johnson	Council Administration
Doug Hill	Chief Administrative Officer	Chad Wilkinson	Community and Economic Dev. Director
Rob White	IT Director	Brooke Smith	City Recorder
Robyn Colton	Human Resources Director	Erica Brown	Chief Communications Officer
Nadine Brown	Human Resources	Zachary Smallwood	Planning Manager
Russ Kakala	Public Works Director	Ben Gray	IT Support
Kim Sorensen	Parks Director	Citizens and Guests	

Call to Order: 6:30 p.m. – Council Member Goodman

Approval of Minutes: Council Meeting July 15, 2025

MOTION: Mr. Pickett moved to approve and Ms. Cotter seconded the motion.

Voice vote taken, all “Ayes.” Approved 5-0

Citizen Comments:

LeAnn Parker Reed – Murray resident

Ms. Reed thanked the City Council and Murray citizens for voting in the primary election and congratulated candidates who made it through the primary election. She expressed condolences to those who did not.

Colby Oliverson – Murray resident

Mr. Oliverson expressed gratitude to the City Council, the Mayor and City staff for looking into a possible ordinance for regulating backyard ponds in residential areas. He shared ideas that he thought should be analyzed for a proposed ordinance like maximum size, lining, water quality, fencing, bacteria and mosquitos. He thanked the City for spending time to hear his concerns.

Special Recognition:

1. **Murray City Employee of the Month, Human Resource Analyst Nadine Brown** – Scott Goodman, Mayor Hales and Human Resource Director Robyn Colton presented Ms. Brown with a certificate and a \$50 gift card. Ms. Brown was acknowledged with gratitude for demonstrating excellence, professionalism and efficiency in her daily work.

2. **Consider a Joint Resolution of the Mayor and Municipal Council recognizing the Murray Symphony.** Mr. Goodman and Mayor Hales recognized symphony members in attendance and congratulated the Murray Symphony for 50 years of sharing their music. They expressed gratitude for having the musicians in the City.

MOTION: Mr. Hock moved to approve the joint resolution. Ms. Turner **SECONDED** the motion.

Council Roll Call Vote:

Ms. Turner	Aye
Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed: 5-0	

Public Hearings:

1. Consider an ordinance amending Sections 17.08.020, 17.68.030, 17.68.040, and 17.68.060 of the Murray City Municipal Code relating to landscaping requirements. Planning Manager Zach Smallwood said the request to update landscaping requirements for commercial and residential zones came from both the City's planning division and water department. Mr. Smallwood said that since the last work session meeting with Council Members, staff had updated some of the written text of the draft ordinance. Definitions were added for recreation areas, activity zones and lawns and textual cleanup was made regarding applicants having to provide three paper copies of landscape plans.

Mr. Smallwood reviewed other clean up items explaining that front yards only need to reach 50% plant coverage at maturity, rather than at the time of planting. Staff felt 50% at the time of planting was excessive and costly for residents so they wanted to make it easier and more affordable, aligning with what the City had already been working with. He noted that various zones like mixed-use zones were exempt from the new requirements because landscape standards already exist for those projects.

He reviewed the proposed lawn restrictions for commercial developments, saying that turf, grass and lawn shall not be installed in areas that are smaller than eight feet in width. Grass cannot be installed in park strips, paths or slopes greater than 25% or a 4:1 grade. Grass shall not exceed 20% of the total landscaped area outside of active recreation area.

Grass shall not exceed 35% of the total landscaped area in front and side yards of new residential construction. Mr. Smallwood pointed out that the new standard did not apply to existing residents that already have their homes landscaped with grass, but they are welcome to implement the Utah Water Savers program. Small residential lots that have no backyard are also exempt if the total landscaped backyard is less than 250 feet and front yard dimensions cannot accommodate the minimum 8 foot wide lawn area.

Mr. Smallwood shared various findings to confirm that the proposed amendment promotes water conservancy for both business and residential users while maintaining health, safety and general welfare of the community. He noted that both planning staff and the Planning Commission gave a unanimous recommendation of approval to the City Council to amend the City Code as presented.

The public hearing was open for public comment.

Rachael Palmer – Murray resident

Ms. Palmer said she supported the City in updating landscaping requirements and expressed appreciation for sustainable landscape design that would help save water. She was glad that Murray residents could now participate in the Utah Water Savers rebate program.

The public hearing was closed.

Ms. Turner said it was important to conserve water and expressed gladness to consider the amended ordinance.

MOTION: Ms. Turner moved to approve the ordinance Ms. Cotter **SECONDED** the motion.

Council Roll Call Vote:

Ms. Turner Aye
Mr. Hock Aye
Mr. Pickett Aye
Ms. Cotter Aye
Mr. Goodman Aye
Motion passed: 5-0

2. **Consider an ordinance amending Sections 17.92.080, 17.96.100, 17.100.100, 17.107.100, 17.108.100, 17.112.100, 17.116.070, 17.120.070, 17.124.070, and 17.128.070 of the Murray City Municipal Code relating to exemptions into setback areas for all residential zones.** Mr. Smallwood said that planning staff was excited to present the proposed amendment which would allow residents to cover a porch or patio. He outlined the requirements related to setback encroachments, height and width allowances, and noted that a covering must be open on three sides. He also discussed standards related to columns and footings. Findings were shared to confirm that the proposed text amendment aligned with the objectives in the Neighborhoods and Housing section of the General Plan and it was reviewed to ensure that health, safety, and general welfare of the community were maintained. Mr. Smallwood said staff supported the proposal and the Planning Commission voted unanimously to forward a recommendation of approval.

The public hearing was open for public comments. There were no comments and the public hearing was closed.

MOTION: Ms. Cotter moved to approve the ordinance. Mr. Hock **SECONDED** the motion.

Council Roll Call Vote:

Ms. Turner Aye
Mr. Hock Aye
Mr. Pickett Aye
Ms. Cotter Aye
Mr. Goodman Aye
Motion passed: 5-0

Business Item

1. **Consider a resolution approving an Interlocal Cooperation Agreement between the City and the Murray City School District for Murray City Fire Fighters to teach fire education classes offered by the school district.** Chief Joey Mittelman recapped about the Murray Fire Department working with the Murray School District to provide a fire safety program within their technology and trades division. He noted that the Murray School District had never offered a fire science class like all other schools in Salt Lake County. The Chief said the class comes with no cost to citizens, or to the City, but the School District would reimburse the Murray Fire Department for direct costs. The course would equip senior students with an advantage in being able to get into emergency medical technician, paramedic, and fire schools after high school graduation.

MOTION: Mr. Pickett moved to approve the resolution. Mr. Hock **SECONDED** the motion.

Council Roll Call Vote:

Ms. Turner Aye
Mr. Hock Aye
Mr. Pickett Aye
Ms. Cotter Aye
Mr. Goodman Aye
Motion passed: 5-0

Mayor's Report and Questions: Mayor Hales expressed appreciation to the first responders for their participation in the Murray Public Safety Fair and thanked the Council Members and citizens for attending the event.

Adjournment: 7:18 p.m.

Pattie Johnson
Council Office Administrator III

DRAFT

MURRAY CITY MUNICIPAL COUNCIL
COUNCIL MEETING
Minutes of Tuesday, September 2, 2025
Murray City Hall, 10 East 4800 South, Council Chambers, Murray, Utah 84107

Attendance:

Council Members:

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
Mark Richardson	Deputy Attorney	Pattie Johnson	Council Administration
Joey Mittleman	Fire Chief	Chad Wilkinson	Community and Economic Dev. Director
Brenda Moore	Finance Director	Brooke Smith	City Recorder
Greg Bellon	Power Director	Kim Sorensen	Parks Director
Camron Kollman	IT Support	Citizens and Guests	

Excused: Paul Pickett - District #1

Call to Order: 6:30 p.m. – Council Member Turner

Special Recognition:

1. Consider a Joint Resolution of the Mayor and Municipal Council recognizing September 9, 2025 through September 12, 2025 as Public Power Week. Power Director Greg Bellon read the joint resolution.

MOTION: Mr. Hock moved to approve the joint resolution. Ms. Cotter **SECONDED** the motion.

Council Roll Call Vote:

Mr. Hock	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Ms. Turner	Aye
Motion passed: 4-0	

Public Hearing:

- Consider an ordinance amending section 15.20.150(E) and section 15.22.050 of the Murray City Municipal Code relating to Transformer Fees for upgraded service and project improvement allowances provided by the City. Mr. Bellon said Murray Power proposed to implement a \$435 fee for citizens to upgrade their residential power systems. He explained that currently when a citizen requested a power upgrade from a 100-Amp service to a 200-Amp service, Murray Power would need to determine whether the increase would overload the associated transformer. If a transformer needed replacing, the resident requesting the upgrade would pay the entire cost to replace it, which could be as much as \$2,200. Mr. Bellon said the proposed fee would provide a fair and equitable way for any residential customer to upgrade their power. The intent of the fee was to spread the cost to other residents using the same transformer who might eventually upgrade their power supply in the future. He noted that the amendment also included updated Code language and the implementation of new software that would help make the request process operate faster.

The public hearing was open for public comments. There were no comments and the public hearing was closed.

MOTION: Ms. Cotter moved to approve the ordinance. Mr. Goodman **SECONDED** the motion.

Council Roll Call Vote:

Ms. Turner Aye
Mr. Hock Aye
Ms. Cotter Aye
Mr. Goodman Aye
Motion passed: 4-0

Mayor's Report and Questions: Mayor Hales announced that seniors from the Murray Senior Center presented the City with a handmade quilt. They also donated quilts to Murray's first responders for residents in times of crisis.

Adjournment: 6:53 p.m.

Pattie Johnson
Council Office Administrator III



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Special Recognition



MURRAY

Council Action Request

Murray City Fire Department

Fire Prevention Week October 5-11, 2025

Council Meeting

Meeting Date: October 7, 2025

Department Director Joey Mittelman	Purpose of Proposal Declare Fire Prevention week from October 5-11
Phone # 801-264-2776	Action Requested Have Deputy Fire Marshal Jed Finlinson read and declare October 5-11th as Fire Prevention week.
Presenters Jeff Puls	Attachments Declaration attached.
Required Time for Presentation 10 Minutes	Budget Impact None
Is This Time Sensitive No	Description of this Item Fire Prevention Week. Below is a list of items we are planning on for Murray City Fire Department to support. 2nd Grade Fire Safety Assemblies Fire safety presentation at Heritage Center Social Media Releases Education on lithium-ion battery safety
Mayor's Approval 	
Date August 28, 2025	

JOINT RESOLUTION NO. _____

**JOINT RESOLUTION OF THE MURRAY CITY MUNICIPAL COUNCIL AND MAYOR
DESIGNATING THE WEEK OF OCTOBER 5 THROUGH OCTOBER 11, 2025, AS
FIRE PREVENTION WEEK.**

WHEREAS, Murray City is committed to ensuring the safety and security of all those living in and visiting our city and state; and fire remains a serious public safety concern both locally and nationally; and

WHEREAS, the presence of lithium-ion batteries in many household devices introduces unique fire risks, and the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, lithium-ion batteries store a large amount of energy in a small space, and the improper use of lithium-ion batteries (such as overcharging, using off-brand chargers without safety certifications, or exposing batteries to damage) can result in an increased risk of fire or explosion; and

WHEREAS, most electronic devices regularly used in homes, business, schools, and communities (including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys) are powered by lithium-ion batteries; and

WHEREAS, the proper disposal and recycling of lithium-ion batteries can help prevent environmental hazards and reduce fire risks in the home and community; and

WHEREAS, the 2025 Fire Prevention Week™ theme, “**Charge into Fire Safety™: Lithium-Ion Batteries in Your Home**,” serves as a reminder of the importance of properly and safely using, charging, and recycling lithium-ion batteries to help reduce the risk of battery-related fires or explosions and to encourage residents to follow three key “Calls to Action” to: (1) Buy only Certified Products; (2) Charge Batteries Properly; and (3) Recycle Batteries Responsibly; and

WHEREAS, Murray City First Responders are dedicated to helping reduce the occurrence of fires through prevention, safety education, and community outreach, and encouraging an increased focus on the proper use of lithium-ion batteries.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Murray City Municipal Council that the Mayor and Council do hereby:

1. Proclaim October 5–11, 2024, as Fire Prevention Week throughout Murray City;

2. Encourage all residents to understand the importance of using lithium-ion batteries correctly to prevent fires or other dangerous conditions in the home and follow the “Buy, Charge, and Recycle Safely” approach.
3. Urge all residents to support the public safety activities and efforts of Murray City Fire and Emergency Services.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2025.

MURRAY CITY MAYOR

Brett A. Hales

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair, District 2

ATTEST:

Brooke Smith, City Recorder

MURRAY CITY MUNICIPAL COUNCIL

Paul Pickett, District 1

Scott Goodman, District 3

Diane Turner, District 4

Adam Hock, District 5



MURRAY
CITY COUNCIL

Consent Agenda



MURRAY

Mayor's Office

Reappointment - Dana Dmitrich History Advisory Board

Council Action Request

Council Meeting

Meeting Date: September 23, 2025

Department Director Kim Sorensen	Purpose of Proposal Reappointment of board member.
Phone # 801-264-2619	Action Requested Consider confirmation of the Mayor's reappointment of Dana Dmitrich to the History Advisory Board.
Presenters Mayor Hales	Attachments Resume
Required Time for Presentation	Budget Impact None
Is This Time Sensitive Yes	Description of this Item Dana will be reappointed to the History Advisory Board from September 2025 to September 2028.
Mayor's Approval 	
Date September 23, 2025	

DANA M. DMITRICH

Murray, UT 84107

EMPLOYMENT OBJECTIVE: Seeking a challenging career position in *Management* utilizing acquired skills, organization, experience, and training.

SUMMARY OF QUALIFICATIONS: Skilled professional with extensive experience in Customer Care, Project Administration, Personnel Management, Research, Communications and Problem Resolution. Detail-oriented, with outstanding work prioritization skills and aptitudes. Team player with a positive work attitude. Experience working with individuals from a wide variety of backgrounds.

EXPERIENCE:

SALT LAKE COUNTY, Salt Lake City, UT 1998- 2018

Division of Fleet Management

Fuel Specialist (2010-2018)

Responsible for monitoring, ordering, tracking, pricing fuel for 5 major sites, 11 Satellite sites, 1 temporary closure, and 3 fuel trucks. Maintains a Utah Underground Storage Tank (UST) Class B Operator Certificate from the Utah Division of Environmental Response and Remediation (DERR). Performs monthly inspections and maintains required documentation along with the responsibility and accountability for yearly DERR inspections of all UST sites. Ensures that State and Federal Government compliance standards and requirements are met. Responsible for all fuel mechanisms, dispensers, sumps, hardware, pulsars, sensors, etc. Maintains, operates, and programs MultiForce fuel system to include diagnose of hardware and software issues. Maintains and oversees the Sinclair Fuel Card. Maintains two integrated data bases of users and equipment to collate with respective divisions, departments, and contracted customers. Interfaces all fuel transactions in AssetWorks Fleet System and resolves issues. Interacts with internal and external customers in providing customer care with assisting in overall operations and functions of fuel and user associated activities. Responsible for the operations of the pressure washer, Sanitation Island, and building and ground repairs. Generates daily and monthly odometer reports to identify and rectify usage errors. Maintains and nurtures working relationships with all divisions, departments, and contracted customers.

Utilization Manager (1999-2009)

Comprehensive responsibility for the management and administration of the Salt Lake County Fleet Usage Program. Design and implement methods, procedures and policies for cost effective usage of vehicles and equipment. Investigate and resolve vehicle and equipment usage and technical issues. Review vehicle and equipment performance and make recommendations for improved usage, addressing and resolving customer service issues. Assist with the development of technical specifications used to purchase vehicles and equipment. Evaluate bid packages and technical specifications used to purchase services, supplies, vehicles and equipment. Compile, edit, research and prepare reports. Research and compile data for division budgets, and schedule meetings to evaluate vehicle and equipment usage. *Accomplishments include:* Letters of commendation received for outstanding job performance.

Dana M. Dmitrich / 2

EXPERIENCE (Cont'd):

Division of Sanitation

Sanitation Analyst (1998-1999)

Responsible for verification of Brighton Canyon (Big Cottonwood) property owners tax records using legal descriptions, plat maps and tax assessment records to determine primary residency versus secondary residency. Information was used to determine fees for refuse collection. Involved in the implementation, coordination and scheduling of the County Leaf Recycling Program. Reviewed data and scheduled routes regarding rental trailers and leaf recycling locations and retrieval. Provided customer service regarding all issues in regard to inquiries, complaints, rental of trailers, fees for additional services.

UTAH DIVISION OF PARKS & RECREATION, Salt Lake City, UT 1990-1998

This Is The Place State Park

Assistant Park Manager (1996-1998)

Supervised the activities of up to three managerial personnel, including their hiring, training and review. Additionally responsible for multiple indirect reports. Assisted the Park Director in managing, operating and administration of the operation of the state park. Served as the Park Director in the absence of the manager. Directly supervised and directed the activities of the maintenance staff and curatorial staff.

Assisted in the development of education programs, interpretive material used, developed special tours and assisted with the content included in the volunteer manual, coordinated special programs for volunteers and oversaw the Curator of Education, Curator of Collection and Volunteer Coordinator. Managed a diverse team that planned and executed events and programs according to visitor expectations and client specifications. Coordinated security functions with University of Utah security and police, Salt Lake City Police Department and ADT Security Systems. Responsible for master keys, check out and distribution of keys for facilities. Coordinated event planning, crowd control, parking facilities and other amenities to accommodate large crowds. Organized staffing and their responsibilities and functions. Coordinated efforts to improve and maintain the Bonneville Shoreline Trail. Liaison with film companies, service groups, various interest groups and neighborhood councils. Wrote special use permits for said uses of property and facilities and determined the amount of payment, insurance requirements and other stipulations to be followed.

Office & Visitor Center Manager (1990-1995)

Oversaw office and visitor center operations, gift shop purchases, and inventory as well as customer service. Special emphasis on organization, including employee and customer training and relations. Served as budget officer in proposing, projecting and managing entire operational budget.

EDUCATION:

COLLEGE OF EASTERN UTAH, Price, UT

Certificate, Office Management

SALT LAKE COMMUNITY COLLEGE, Salt Lake City, UT

Associate of Science, General Education

Computer proficiency includes a knowledge of: Windows, Excel, WordPerfect, QuickBooks, and various Data Base Programs



MURRAY

Council Action Request

Mayor's Office

Reappointment - Arilyn Jensen History Advisory Board

Council Meeting

Meeting Date: September 23, 2025

Department Director Kim Sorensen	Purpose of Proposal Reappointment of board member.
Phone # 801-264-2619	Action Requested Consider confirmation of the Mayor's reappointment of Arilyn Jensen to the History Advisory Board.
Presenters Mayor Hales	Attachments Resume
Required Time for Presentation	Budget Impact None
Is This Time Sensitive Yes	Description of this Item Arilyn will be reappointed to the History Advisory Board from September 2025 to September 2028.
Mayor's Approval 	
Date September 23, 2025	

ARILYN M. JENSEN

I have extensive experience in accounting, pensions, employee benefits, insurance and securities. I have computer input and ten key skills as well as payroll, quarterly tax reporting and accounts payable/receivable. I have been and office manager and supervisor of employees and executive secretary/administrative assistant. I now serve on the Board of Directors of Little Cottonwood Tanner Ditch Co. and I'm on the Supervisory Committee of the Hi-Land Credit Union.

Previous work experience:

2005-1010	Utah Retirement Systems Administrative Assistant – <ul style="list-style-type: none">• Worked for the assistant head of department• Assisted persons retiring to fill out paperwork• Answered questions regarding retirement process
2003-2005	Farmers Insurance Claims Associate – <ul style="list-style-type: none">• Claims Adjustor-Medical Claims, California Auto Insurance
2002-2004	Lupus Foundation of America, SLC, UT Executive Director - <ul style="list-style-type: none">• Accounting and payroll duties• Communication with Board of ongoing operations of the Lupus Foundation• Bulk mailings to members• Communication with members providing information and support• Served as Treasurer and on Board of Directors
1991-2000	Wasatch Employee Benefit Service, SLC, UT Vice President of Administration – <ul style="list-style-type: none">• Instrumental in organization of new corporation, establishing accounting functions and ongoing success of this new company• Administered 401(k)/Profit Sharing Plans providing monthly and annual administration and helped to stay in compliance with all federal regulations• Completed all corporate accounting and bookkeeping functions• Office Manager and trustee of pension plan

1984-1990 United Underwriters, SLC, UT
ADMINISTRATIVE ASSISTANT –

- Assisted Vice President
- Administered 401(k) and Cafeteria Plans
- Organized mail and worked insurance underwriting
- Company correspondence and computer input

1977-1984 Deseret Federal Savings and Loan, SLC, UT
CORPORATE SECRETARY AND SECRETARY TO PRESIDENT –

- Recorded Board Meeting and Executive Committee Meeting Minutes
- Processed Payroll for 60 employees
- Trustee of Retirement Plan

SPECIAL TRAINING –

- Securities School
- Health and Casualty Insurance
- Advanced Accounting and Bookkeeping Courses
- Certified Pension and Consulting Courses

REFERENCES –

- Max Reese – Little Cottonwood Tanner Ditch – (801)261-1922
- Misty Miller – Hi-Land Credit Union – (435)830-6375
- Chris Steffensen – Former Bishop – (801)266-3436
- Anna McMillan – Former Utah Retirement Systems Employee (801)707-8323

Since retiring in 2010, my husband and I built a home in Murray, where I still live, he passed away in March of 2019. I helped take care of my Mother until she passed in 2016. I have a daughter with Lupus and I help her and all of my seven siblings that live here in the valley. My younger sister Erica moved in with me in April 2021. I took care of her until she passed three days before Christmas this past December.

My Great, Great Grandfather, John Benbow, crossed the plains with the Saints and settled in South Cottonwood, now Murray, UT.

I know I have a feel for this area and would love to explore all of the historical elements here. I know I could be an asset if I'm allowed this privilege.

Respectfully,



Aarilyn Jensen



MURRAY
CITY COUNCIL

Business Items



MURRAY
CITY COUNCIL

Business Item #1



MURRAY

Council Action Request

Community and Economic Development

Station Area Plan Slivers

Council Meeting

Meeting Date: October 7, 2025

Department Director Chad Wilkinson	Purpose of Proposal To adopt resolutions regarding impracticality of creating station area plans for specific areas in the city.
Phone # 801-270-2427	Action Requested Adoption of Resolutions
Presenters Zachary Smallwood	Attachments Resolutions and Maps
Required Time for Presentation 15 minutes	Budget Impact None Anticipated
Is This Time Sensitive Yes	Description of this Item Utah State code requires that municipalities with fixed guideway public transit stations adopt station area plans for a distance of a quarter mile (1/4) from bus rapid transit stations and half mile (1/2) from fixed rail, such as trax or frontrunner stations.
Mayor's Approval  Date January 31, 2018	Murray City completed the Murray North Station Area Plan in 2024. Murray Central and Fashion Place West are in development now. There are two small "slivers" that reach into the city; Meadowbrook Station and East Atherton BRT Station. These two stations are largely in Taylorsville and South Salt Lake/Millcreek respectively.
	Continued on next page..

Continued from Page 1:

The Meadowbrook Station Slivers encompass areas that are currently being occupied by industrial uses and its physical and economic separation from the Meadowbrook Station make it impracticable to develop a station area plan.

The East Atherton BRT station also includes a couple small properties that are largely owned by Murray City along the Jordan River and are slated to be trail and/or floodplain protection. There is a single property that includes a Fairfield Inn hotel which also utilizes the affected area as river protection.

These station area slivers are required to be addressed as part of State Code 10-9a-403, to ensure compliance with state regulations. Staff is recommending the City Council adopt the resolutions which will allow staff to present them to the Wasatch Front Regional Council (WFRC) to be certified.

RESOLUTION NO. _____

A RESOLUTION FINDING THAT DEVELOPING A STATION AREA PLAN FOR THE PORTION OF THE EAST ATHERTON STATION LOCATED WITHIN THE BOUNDARIES OF MURRAY CITY IS IMPRACTICABLE

WHEREAS, Utah Code Annotated (“UCA”) Section 10-9a-403.1(2)(a) requires that each municipality that has a fixed guideway public transit station located within the municipality’s boundaries must develop and adopt a Station Area Plan for the Station Area; and

WHEREAS, UCA Section 10-9a-403.1(4) further requires that if a Station Area is included within the boundaries of more than one municipality, each municipality with jurisdiction over the Station Area shall develop a Station Area Plan for the portion of the Station Area over which the municipality has jurisdiction; and

WHEREAS, UCA Section 10-9a-403.1(2)(b)(ii) also recognizes the possibility that existing conditions in a Station Area such as development obstacles, environmental limitations, land ownership, land uses, market readiness, or other similar conditions may make the development and adoption of a Station Area Plan impracticable, and

WHEREAS, a municipality may satisfy the requirements under the UCA to develop a Station Area Plan by adopting a resolution describing the conditions that make developing and adopting a Station Area Plan impracticable; and

WHEREAS; the City has not developed or adopted a Station Area Plan for the portion of the East Atherton Station Area located within the City’s boundaries (as shown in the East Atherton Station Area Map, attached hereto as exhibit A); and

WHEREAS, the portion of the East Atherton Station Area within the City’s boundaries contains limited space suitable for new development or redevelopment; and

WHEREAS, the physical constraints of the area including its location adjacent to the Jordan River and the open spaces and buffer areas along the Jordan River, and the existence of an established hotel make comprehensive planning interventions infeasible and inefficient; and

WHEREAS, the City supports the station area planning work related to the East Atherton Station Area that has previously been conducted by Taylorsville City; and

WHEREAS, the existing conditions in the portion of the East Atherton Station Area within Murray City Boundaries make the development and adoption of a Station Area Plan impracticable.

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

1. That the existing conditions of the portion of the East Atherton Station Area located within the boundaries of Murray City make it impracticable for the City to develop and adopt a Station Area Plan to satisfy the requirements of Section 10-9a-403.1 of the Utah Code.
2. This Resolution shall become effective upon passage.

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

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Council Chair

ATTEST:

Brooke Smith, City Recorder

EXHIBIT A

MAP OF THE EAST ATHERTON STATION AREA

East Atherton Station Area Map





MURRAY
CITY COUNCIL

Business Item #2



MURRAY

Council Action Request

Community and Economic Development

Station Area Plan Slivers

Council Meeting

Meeting Date: October 7, 2025

Department Director Chad Wilkinson	Purpose of Proposal To adopt resolutions regarding impracticality of creating station area plans for specific areas in the city.
Phone # 801-270-2427	Action Requested Adoption of Resolutions
Presenters Zachary Smallwood	Attachments Resolutions and Maps
Required Time for Presentation 15 minutes	Budget Impact None Anticipated
Is This Time Sensitive Yes	Description of this Item Utah State code requires that municipalities with fixed guideway public transit stations adopt station area plans for a distance of a quarter mile (1/4) from bus rapid transit stations and half mile (1/2) from fixed rail, such as trax or frontrunner stations.
Mayor's Approval  Date January 31, 2018	Murray City completed the Murray North Station Area Plan in 2024. Murray Central and Fashion Place West are in development now. There are two small "slivers" that reach into the city; Meadowbrook Station and East Atherton BRT Station. These two stations are largely in Taylorsville and South Salt Lake/Millcreek respectively.
	Continued on next page..

Continued from Page 1:

The Meadowbrook Station Slivers encompass areas that are currently being occupied by industrial uses and its physical and economic separation from the Meadowbrook Station make it impracticable to develop a station area plan.

The East Atherton BRT station also includes a couple small properties that are largely owned by Murray City along the Jordan River and are slated to be trail and/or floodplain protection. There is a single property that includes a Fairfield Inn hotel which also utilizes the affected area as river protection.

These station area slivers are required to be addressed as part of State Code 10-9a-403, to ensure compliance with state regulations. Staff is recommending the City Council adopt the resolutions which will allow staff to present them to the Wasatch Front Regional Council (WFRC) to be certified.

RESOLUTION NO. _____

A RESOLUTION FINDING THAT DEVELOPING A STATION AREA PLAN FOR THE PORTION OF THE MEADOWBROOK STATION AREA LOCATED WITHIN THE BOUNDARIES OF MURRAY CITY IS IMPRACTICABLE

WHEREAS, Utah Code Annotated (“UCA”) Section 10-9a-403.1(2)(a) requires that each municipality that has a fixed guideway public transit station located within the municipality’s boundaries must develop and adopt a Station Area Plan for the Station Area; and

WHEREAS, UCA Section 10-9a-403.1(4) further requires that if a Station Area is included within the boundaries of more than one municipality, each municipality with jurisdiction over the Station Area shall develop a Station Area Plan for the portion of the Station Area over which the municipality has jurisdiction; and

WHEREAS, UCA Section 10-9a-403.1(2)(b)(ii) also recognizes the possibility that existing conditions in a Station Area such as development obstacles, environmental limitations, land ownership, land uses, market readiness, or other similar conditions may make the development and adoption of a Station Area Plan impracticable, and

WHEREAS, a municipality may satisfy the requirements under the UCA to develop a Station Area Plan by adopting a resolution describing the conditions that make developing and adopting a Station Area Plan impracticable; and

WHEREAS; the City has not developed or adopted a Station Area Plan for the portion of the Meadowbrook Station Area located within the City’s boundaries (as shown in the Meadowbrook Station Area Map, attached hereto as exhibit A); and

WHEREAS, the portion of the Meadowbrook Station Area within the City’s Boundaries is divided by I-15 and the Union Pacific and Frontrunner rail lines, resulting in limited access to the Meadowbrook Station, little land (if any) suitable for new development or redevelopment; and

WHEREAS, the physical constraints of the area including the existence of successful and long-running business, its disconnection from the Meadowbrook Station, and the division created by the I-15 freeway and established rail lines make comprehensive planning interventions infeasible and inefficient; and

WHEREAS, the City supports the station area planning work related to the Meadowbrook Station that is being conducted by both South Salt Lake City and Millcreek City; and

WHEREAS, the existing conditions in the portion of the Meadowbrook Station

Area located within the boundaries of Murray City make the development and adoption of a Station Area Plan impracticable.

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

1. That the existing conditions of the portion of the Meadowbrook Station Area located within the boundaries of Murray City make it impracticable for the City to develop and adopt a Station Area Plan to satisfy the requirements of Section 10-9a-403.1 of the Utah Code.
2. This Resolution shall become effective upon passage.

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

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Council Chair

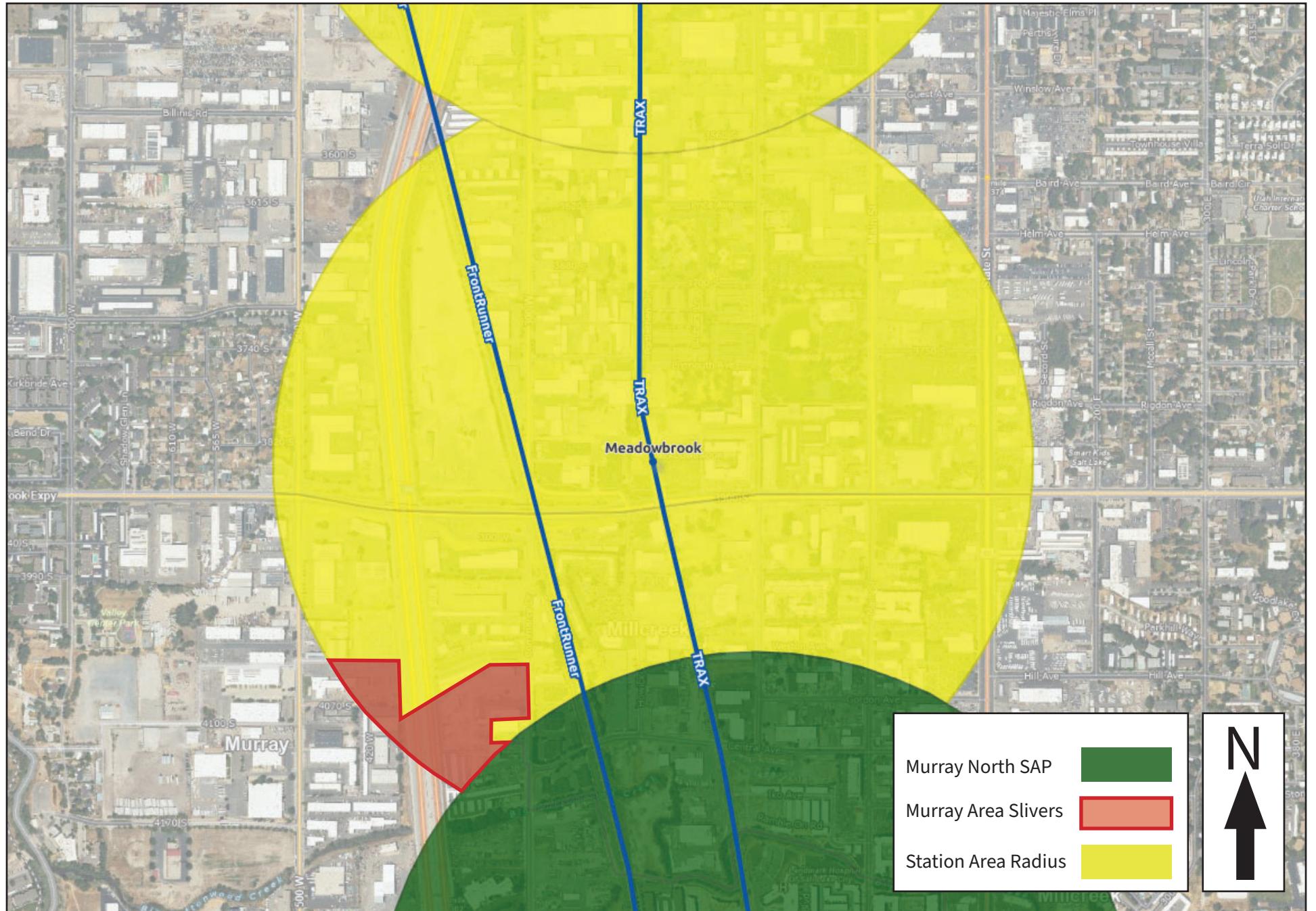
ATTEST:

Brooke Smith, City Recorder

EXHIBIT A

MAP OF THE MEADOWBROOK STATION AREA

Meadowbrook Station Area Map





MURRAY
CITY COUNCIL

Business Item #3



MURRAY

Council Action Request

Community and Economic Development

Murray Downtown Disposition Agreement

Council Meeting

Meeting Date: October 7, 2025

Department Director Chad Wilkinson	Purpose of Proposal This resolution authorizes Murray City to enter into a Parking Agreement with Rockworth Companies.
Phone # 801-270-2427	Action Requested Consideration of a resolution authorizing Murray City to enter into a Parking Agreement with Rockworth Companies.
Presenters Chad Wilkinson	Attachments Parking Agreement, Resolution
Required Time for Presentation	Budget Impact The budget impact for the disposition of land and contribution of RDA funding was previously considered in a public hearing on March 4, 2025.
Is This Time Sensitive Yes	Description of this Item As part of the Development Agreement for Block One, the City and RDA agreed to contribute land and RDA funding toward the project. In return for the disposition of land and funding, the developer agreed to enter into a parking agreement to provide 32 parking spaces within a planned underground parking structure for use by the City.
Mayor's Approval	The parking agreement has been reviewed and is presented for approval by the City Council through the attached resolution. Approval of this resolution will authorize the Mayor to execute the agreement on behalf of the City once the conveyance of the property has been completed.
Date September 23, 2025	

RESOLUTION 25-__

RESOLUTION AUTHORIZING MURRAY CITY TO ENTER INTO A PARKING AGREEMENT WITH ROCKWORTH COMPANIES FOR CITY EMPLOYEE PARKING SPACES LOCATED AT APPROXIMATELY 48 EAST 4800 SOUTH, MURRAY CITY, SALT LAKE COUNTY, UTAH.

WHEREAS, Murray City owned a .76 acre parcel of real property located at approximately 48 East 4800 South, Murray City, Salt Lake County, State of Utah (the "City Property") that was part of the 3.10 acres of real property commonly referred to as "Block One"; and

WHEREAS, Rockworth Companies ("Rockworth") has acquired the City Property together with real property previously owned by the Redevelopment Agency of Murray City to construct a mixed-use development anticipated to include approximately 150 residential units, 48,600 square feet of retail/office space and associated public and private parking (including surface and underground parking), site improvements, and appurtenances ("Project"); and

WHEREAS, as part of the consideration for the City's conveyance of the City Property to Rockworth, was Rockworth's agreement to enter into a parking agreement to ensure that as part of the Project that thirty-two parking stalls would be available for City employee use in perpetuity; and

WHEREAS, the City Council has determined and now hereby determines that it is necessary, desirable and in the best interests of the City to enter into a parking agreement with Rockworth for the exclusive use of thirty-two parking spaces for City employee parking in substantially the form of the Parking Agreement attached hereto.

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

1. The Parking Agreement, in substantially the form presented to the City Council, attached hereto, is approved and authorized.
2. The Mayor is hereby authorized for and on behalf of the City to execute and deliver the Parking Agreement in substantially the form presented to the City Council.
3. This Resolution shall take effect upon its execution.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council this ____ day of October 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

Recording Requested by and When
Recorded Mail to:

Murray City
Attn: City Recorder
10 East 4800 South
Murray, UT 84107

PARKING AGREEMENT

THIS PARKING AGREEMENT (this "Agreement") is executed on the _____ day of October, 2025, between MURRAY CITY, a municipality and political subdivision of the State of Utah ("City") and ROCKWORTH COMPANIES, LLC, a Utah limited liability company, as the owner (the "Owner").

RECITALS

A. The Redevelopment Agency of Murray City ("Agency") was the owner of 2.34 acres of certain real property beginning at the southwest corner of 4800 South and State Street in Murray, Salt Lake County, Utah, that is currently improved with surface parking, an 875 square foot garage that was built in 2003, and 24,292 square feet of commercial space that was built in 1904, 1930, and 1955 (the "Agency Property").

B. City was the owner of certain real property located on the south side of 4800 South and adjacent on the east to Hanauer Street in Murray, Salt Lake County, Utah, that City used as surface parking lot consisting of fifty-six (56) parking stalls (the "City Property").

C. Owner desired to acquire the Agency Property from Agency and the City Property from City to be used as part of a mixed-use development anticipated to include approximately 150 residential units, 48,600 square feet of retail/office space and associated public and private parking (including surface and underground parking), site improvements, and appurtenances as more fully set forth in the Development Agreement (the "Project").

D. The Agency, City, and Owner entered into certain Real Property Disposition Agreements dated as of April 23, 2025 (the "Disposition Agreements"), pursuant to which the Agency and City agreed to convey to Owner, on the terms and conditions contained therein, the Agency Property and the City Property (the **Owner's Property**). The Owner's Property is defined on Exhibit A hereto and incorporated herein by this reference and on Exhibit D-2 attached to the Development Agreement.

E. The Agency, City, and Owner agreed in the Disposition Agreements that in order to make the construction and operation of the improvements economically and functionally viable, the Owner needs to construct a one-story, below-grade parking structure on a part of the Owner's Property (as more particularly depicted on Exhibit B attached hereto, the "Parking Structure Property") that can be used by the **Benefitted Parties**.

F. As part of the consideration for the conveyances, Agency and City were willing to convey the Agency Property and the City Property to Owner, provided that the Owner would ensure as part of the Project that 32 parking Stalls in the Parking Structure would be available for City use in perpetuity.

G. The Owner agreed in the Disposition Agreement that, in the event of a closing thereunder, it would enter into a parking agreement in the form hereof. The Owner agrees to construct the Parking Structure and permit 32 stalls to be used by the City for parking as provided herein.

H. Owner desires, on behalf of itself and all successors and assigns to all or part of the Property, to set aside 32 parking stalls in the Parking Structure for City use and provide the City access and parking rights to said parking stalls as set forth in this Agreement.

NOW THEREFORE, the Parties agree as follows

SECTION 1 DEFINITIONS

1.1 **Definitions.** As used in this Agreement, the following terms shall have the respective meanings indicated when used in this Agreement:

“Access Easement Area” means that portion of the Parking Structure Property that is devoted to or used for pedestrian and vehicular ingress and egress, over, across and upon those driveways, roadways, common curb cuts, sidewalks and walkways, presently existing or hereinafter constructed and constituting a part of the Owner’s Property.

“Benefitted Parties” means the combination of the Benefitted Parties of the City and the Benefitted Parties of the Owner.

“Benefitted Parties of the City” means the City, and its elected officials and employees, and the City’s successors and assigns with respect to this Agreement.

“Benefitted Parties of the Owner” means the Owner and its successors and assigns with respect to this Agreement, the customers, invitees, employees and tenants of the Owner or its successors as landlords of the Project and the customers, invitees and employees of any tenant of the Project.

“City Parking Stalls” has the meaning set forth in Section 3.2.

“Commencement Date” has the meaning set forth in Section 2.1.

"Development Agreement" means, the Development Agreement entered into between the Agency, Developer, and City with respect to the development of the Project.

"Disposition Agreements" has the meaning set forth in the Recitals.

"Easement Areas" means collectively, the Access Easement Area and the Parking Easement Area.

"Owner" means Rockworth Companies, LLC and its successors and assigns.

"Parking Easement Area" means that portion of the Parking Structure Property that is devoted to or used for City Parking Stalls during the term of this Agreement.

"Parking Stalls" means the number of striped parking places for vehicles following the completion of and painting of the stripes on or near the Commencement Date. Each Parking Stall shall be sized and configured to comply with all applicable ordinances of Murray City as of the Commencement Date.

"Parking Structure" means the parking garage structure and related facilities to be constructed on the Parking Structure Property, as more particularly described in Exhibit C.

"Parking Structure Property" has the meaning set forth in the Recitals.

"Project" has the meaning set forth in the Recitals; further, it means the Project improvements to be constructed by Owner or its affiliates in accordance with the Development Agreement.

SECTION 2

PERPETUAL EASEMENT FOR CITY PARKING STALLS

2.1 **Term**. The Owner hereby grants to City for and on behalf of the Benefitted Parties of the City an exclusive easement over and across the **Parking Easement Area** on the terms and conditions contained herein, commencing on the Commencement Date and continuing in perpetuity or until otherwise terminated as provided herein. The easement granted herein is appurtenant to the servient and dominant estates and any transfer of the servient or dominant estate automatically transfers the easement appurtenant thereto regardless of whether the instrument of transfer describes the easement.

2.2 **Use of City Property Prior to Construction**. The City shall have the exclusive right to continue to use the City Property for employee parking for no charge until construction begins on the City Property. Developer shall provide the City five (5) business days' prior notice to vacate the City Property.

2.3 Commencement Date. This Agreement shall commence on the day hereof. The Term shall commence the date that the Owner notifies City in writing that the Parking Structure is completed and ready for occupancy (the "Commencement Date").

2.4 Use of City Parking Stalls. The City may use the City Parking Stalls for parking and uses related to parking. The City Parking Stalls shall not be used for non-parking purposes without the written consent of the Owner.

SECTION 3 USE OF PARKING STRUCTURE

3.1 No Usage Fee for City Parking Stalls. The Benefited Parties of the City may use the City Parking Stalls at any time, year-round, without charge of any kind and at no cost to the Benefitted Parties of the City now or at any time in the future.

3.2 Reserved Stalls. Thirty-two (32) of the Parking Stalls shall be reserved for the exclusive use of the Benefitted Parties of the City and such stalls shall have appropriate signage designating them as reserved ("**City Parking Stalls**"). The City Parking Stalls shall be available for exclusive use by the Benefitted Parties of the City 24 hours a day, year-round.

The City Parking Stalls shall be directly located contiguous to the southwest entrance to the Parking Structure and separated from all other parking stalls through the use of gates, barriers, or other means of separation acceptable to the City in accordance with this Parking Agreement. Developer or its designated property manager shall be responsible to enforce the exclusive use by the Benefitted Parties of the City as provided herein and shall install and maintain appropriate signage and other means to enforce the rights of the Benefitted Parties of the City hereunder.

3.3 Non-Exclusive Easement Across and Upon Access Easement Area. In order to provide access to and from the City Parking Stalls located within the Parking Easement Area, Owner hereby grants and conveys to the City for use by the Benefitted Parties of the City a non-exclusive easement and right-of-way, over and across the Access Easement Area.

3.4 Rules and Regulations. The Owner shall have the right to impose reasonable rules and regulations concerning the use of the Parking Structure, entry ways, service drives, parking areas, striping, traffic directional arrows and signs, concrete curbing, elevators, lighting, perimeter walls or fences, subject to the prior approval of the City, such approval not to be unreasonably withheld so long as the City Parking Stalls are treated the same as all other Parking Stalls in the Parking Structure.

3.5 No Obstructions/Interference. Owner shall not unreasonably interfere with the use of the Easement Areas by the Benefitted Parties of the City. Except as otherwise provided for herein, walls, fences, or barriers of any sort or kind shall not be constructed or maintained by Owner within the Easement Areas; provided, however, that reasonable traffic controls as may be

necessary to guide and control the orderly flow of traffic or for security purposes may be installed so long as the access driveways to the Easement Areas are not closed, blocked, restricted or otherwise adversely altered in a manner that would substantially impair the traffic circulation in the Easement Area or the passage and parking in the Easement Areas. Notwithstanding the foregoing or anything herein to the contrary, Owner shall have the right, upon not less than three (3) days' written notice (except in the case of an emergency), to restrict access to and from the Easement Areas, including the City Parking Stalls, to perform necessary maintenance, repairs, re-paving or re-striping of the City Parking Stalls.

SECTION 4 **MAINTENANCE, REPAIRS, AND UTILITIES**

4.1 Maintenance. Owner shall maintain and repair the Parking Structure and Easement Areas in accordance with Section 4.1(a) through (d) below. These obligations shall be the joint and several obligations of all subsequent owners of the Property or any portion thereof.

a. Paved Areas. Maintain all paved surfaces and curbs in the Easement Areas including cleaning, sweeping, snow removal, re-striping, repainting, and resurfacing, using surfacing material of a quality equal to or superior to the original surfacing material.

b. Traffic Signs and Markers. Placing, keeping in good repair, replacing, and repainting any appropriate directional signs, markers and lines in the Easement Areas.

c. Storm Drains. Maintaining, cleaning, repairing and replacing the storm drains located in the Easement Areas.

d. Lighting and Landscaping. Maintaining, cleaning, repairing and replacing all lighting and landscaping located on the Parking Structure and in the Easement Areas.

4.2 Repairs. The Owner shall keep the Parking Structure and the Easement Areas in good condition and repair, except for ordinary wear and tear, damage resulting from fire and other casualty, and damage caused by the Benefitted Parties of the City. The Maintenance Schedule shall designate repair, maintenance, and preventative maintenance work which shall be undertaken on the Parking Structure by the Owner at the Owner's expense on a daily, weekly, monthly and annual basis, and shall include periodic inspections to be made on the Parking Structure by the Owner, City, and such engineering or maintenance consultants as may be necessary to provide the necessary expertise to maintain the Parking Structure in sound condition (such inspection to be not less often than every three years). The Owner agrees to implement the advice of such consultants on a timely basis.

4.3 Structural Repairs to Parking Structure. As necessary during the term of this Agreement, the Owner shall make all structural repairs to the Parking Structure including all structural elements of the Parking Structure, underground utilities, utilities in or under the floor slab to be used for parking purposes, wall and column foundations, exterior walls, interior load-bearing

walls, columns, beams and connections, and the Owner shall repair all other damage to the Parking Structure caused by structural defects or structural failure.

4.4 Utilities. The Owner agrees to pay all utility service charges used by the Parking Structure.

4.5 City Inspection During Construction. In addition to the City's regulatory review, the City has the right to employ, at its expense, an independent construction consultant to review the construction progress of the Parking Structure and make known to the Owner any violations to the plans and specifications and/or construction methods used by the Owner's construction project manager and/or subcontractor.

4.6 Obligation to Rebuild or Convey. At the end of the useful life of the Parking Structure, and at the end of the useful life of each replacement parking structure built by the Owner thereafter, the Owner may either rebuild a project and parking structure or construct 32 paved, surface area parking stalls, each as provided below and subject to then existing City ordinance requirements:

a. If the Owner elects to rebuild a project on the Property that includes a parking structure, the Owner will rebuild a parking garage of similar quality as the Parking Structure, with at least 32 parking stalls to meet the maximum needs of the City pursuant to the terms of this Agreement, and all the terms of this Agreement shall continue to apply to such new City parking stalls, in perpetuity, unless and until this Agreement is terminated as provided below or in the event the City or the City's successors or assigns no longer needs the 32 parking stalls; or

b. If the Owner elects to not rebuild a project on the Property that includes a parking structure, the Owner will construct 32 paved, surface area parking stalls on the Property and all the terms of this Agreement shall continue to apply to such 32 surface parking stalls, in perpetuity, unless and until the City or its successors or assigns no longer needs the 32 parking stalls.

c. The determination of the City's or its successor's or assign's need for parking shall be in the City's or its successor's or assign's sole discretion.

SECTION 5 TAXES AND ASSESSMENTS

5.1 Real Estate Taxes; Assessments. the Owner shall pay all real estate and other taxes and assessments levied upon the Parking Structure Property and the improvements thereon, whether general or special, known or unknown.

SECTION 6 INDEMNIFICATION, LIABILITY INSURANCE

6.1 Indemnification. Owner, during the term of this Agreement, shall indemnify the City, including the Benefitted Parties of the City, against and save the Benefitted Parties of the City harmless from all demands, claims, causes of action or judgments (including without limitation reasonable attorney's fees and related costs), for injury to person or to property arising out of or related to (a) the construction, maintenance, operation, or management of the Parking Structure and Easement Areas, (b) a breach by Owner of this Agreement or the negligence, or (c) willful misconduct of Owner.

City, during the term of this Agreement, shall indemnify the Owner and the Benefitted Parties of the Owner, against and save the Owner and Benefitted Parties of the Owner harmless from all demands, claims, causes of action or judgments (including without limitation reasonable attorneys' fees and related costs), for injury to persons or property arising out of or related to the use and enjoyment of the Easement Areas by the City or the Benefitted Parties of the City.

6.2 Insurance. Notwithstanding Section 4.9 of the Development Agreement (post-completion insurance requirements), with regard to post-completion comprehensive general commercial liability insurance for the use of the City Parking Stalls, the Owner covenants and agrees, at its sole cost and expense, during the term of this Agreement, to obtain, keep and maintain in full force and effect for the mutual benefit of the Benefitted Parties of the Owner and the Benefitted Parties of the City, comprehensive general commercial liability insurance against claims for damage to persons or property arising out of the use and occupancy of the City Parking Stalls or any part or parts thereof.

The City covenants and agrees, at its sole cost and expense, during the term of this Agreement, to obtain, keep and maintain in full force and effect for the mutual benefit of the Benefitted Parties of the Owner and the Benefitted Parties of the City, comprehensive general commercial liability insurance against claims for damage to persons or property arising out of the use and occupancy by the City or the Benefitted Parties of the City of the City Parking Stalls or any part or parts thereof.

Nothing in this Agreement shall be construed as a waiver by the City of any immunity, defenses, or other limitations on liability to which the City is entitled by law.

a. Aggregate Limits. Each of the foregoing policy or policies shall have aggregate limits of not less than Two Million Dollars (\$2,000,000.00). Such liability policy or policies may provide for a deductible not in excess of Ten Thousand Dollars (\$10,000.00) each, irrespective of the number of persons, parties or entities involved. A duplicate original, certificate or binder of each such insurance policy shall be furnished to the Owner or the City, as applicable, at the commencement of the term of this Agreement, and each renewal certificate of such policy shall be furnished to the Owner or the City, as applicable, at least fifteen (15) days prior to the expiration of the policy it renews. Each such policy of insurance shall contain an agreement by the insurer, if obtainable, that such policy shall not be canceled without thirty (30) days' prior written notice to the Owner or City, as applicable.

b. If Property Divided. In the event that the Property is divided into multiple parcels which are sold, the responsibility to maintain insurance as provided herein shall accrue to the Owner or successor(s) to Owner that owns the underlying fee to the Parking Structure and the Easement Areas.

SECTION 7

DEFAULT AND REMEDIES

7.1 Default. Upon any material breach of any provision of this Agreement by either Party, the non-breaching Party may serve written notice describing such breach to the breaching Party. If such breach is not cured within sixty (60) days after such written notice, such breaching Party shall be in default of this Agreement; provided, however, that if the nature of the breach is such that it cannot be reasonably cured within this 60-day period, then the breaching Party's commencement of a cure during this 60-day period, and its diligent prosecution of a cure thereafter, shall not be considered a default. An act of condemnation by any public entity shall not be considered a default under this Agreement.

7.2 Remedies. A default under this Agreement may be enforced by either Party. The non-defaulting Party shall have all remedies at law or in equity, including, without limitation, the right to perform such obligation on behalf of such defaulting Party and the right to be reimbursed by such defaulting Party for the cost of performance thereof, together with interest at the maximum rate allowed by law.

7.3 Failure to Enforce is Not a Waiver. The failure of either Party to insist upon the strict performance of any covenant, condition, or restriction in this Agreement shall not be construed as a waiver of any future breach of such provisions.

SECTION 8

CASUALTY INSURANCE; DESTRUCTION

8.1 Casualty Insurance on Parking Stalls. The Owner covenants that it shall, during the term of this Agreement, keep or cause to be kept the structure and improvements on the Parking Structure Property insured with a responsible and reputable insurance company or companies against loss or damage by fire and other such hazards as are currently insured in the standard extended coverage endorsement in Utah and for an amount equal to at least eighty percent (80%) of the full replacement value of Parking Structure.

8.2

Damage to City Parking Stalls. Should the whole or any part or parts of the building(s) or improvements then on the Parking Structure Property be partially or wholly damaged or destroyed by fire or other insured casualty after the commencement of the term of this Agreement, such destruction or damage shall not operate to terminate this Agreement, but this Agreement shall continue in full force and effect. Owner, at its own cost and expense, shall

restore, rebuild or repair such building(s) and improvements to a condition at least equal in value to the value immediately prior to such loss caused by fire or other insured casualty. The foregoing notwithstanding, if such damage or destruction exceeds fifty percent (50%) of the value of the Parking Structure, the Owner shall have the right, in its sole discretion, to not rebuild a parking structure and to instead construct 32 paved, surface area parking stalls on the Property, and all the terms of this Agreement shall continue to apply to such 32 surface area parking stalls, in perpetuity, unless and until the City or its successors or assigns no longer needs the 32 parking stalls in the City's or its successor's or assign's sole discretion.

SECTION 9

MISCELLANEOUS

9.1 Notice. As used in this Agreement, the term "notice" includes but is not limited to the communication of a notice, request, approval, statement, report, acceptance, consent, waiver and appointment. No notice of the exercise of any option or election hereunder is required unless the provision giving the election or option expressly requires notice. All notices must be in writing; provided, that no writing other than a check or other instrument representing a payment itself need accompany a payment. Except when actual receipt is expressly required by the terms hereof, notice shall be deemed given either (a) when delivered in person to the recipient named below, or (b) upon the date of deposit in the United States mail in a sealed envelope or container, by either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended to be notified as follows:

To the City: Murray City
Attn: Chad Wilkinson, CED Director
10 East 4800 South, Second Floor
Murray, Utah 84107

With a copy to: Murray City Attorney
10 East 4800 South, Third Floor
Murray, Utah 84107

To the Owner: Rockworth Companies
4655 South 2300 East, Suite #205
Holladay, UT 84117

With a copy to: Holland & Hart LLP
222 S. Main Street, Ste. 2200
Salt Lake City, UT 84101
Attn: Briain Cheney

Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice or change shall not be invalidated

by such change. Such recipient named pursuant to this Section must be an individual person. If more than one recipient is named, delivery of notice to any one such recipient shall be sufficient notice. If none of the recipients named in the latest designation of recipient is available by mail or for delivery in person, and if the notice addressed by mail to each recipient named in the latest designation of recipient is returned to the sender undelivered, notice shall be sufficient if sent by mail as above to the party as named in this Agreement, unless the name or identity of the party has changed as permitted in this Agreement and proper notice of the change has been given, in which event the notice shall be sufficient if sent by mail as specified above to the party named in the latest notice designating the party, and the notice is considered given when the first attempt

9.2 Captions for Convenience. The table of contents, if any, and all Section or Subsection titles or captions to this Agreement are for convenience only and shall not be deemed to be part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

9.3 Context. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms; the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Each of the foregoing genders and plurals shall be understood to refer to a corporation, partnership or other legal entity when the context so requires.

9.4 Further Assurance. The parties shall execute and deliver all documents, provide all information and take or forebear from all such action as may be reasonably necessary or appropriate to achieve the purposes of this Agreement.

9.5 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, except its choice of law rules.

9.6 Agreement Binding. This Agreement runs with the land and shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives and assigns; provided, however, that this provision shall not be construed as permitting assignment, substitution, delegation or other transfer of rights or obligations. This Agreement shall be filed of record with the Salt Lake County Recorder's Office.

9.7 No Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No such waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

9.8 Severability. If any condition, covenant or other provisions herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9.9 Execution; Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on the parties notwithstanding that all the parties are not signatories to the original or the same counterpart. Each party shall become bound by the Agreement immediately upon affixing its signature hereto, independently of the signature of any other party.

9.10 Attorneys' Fees. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party that are incident to such proceeding, including without limitation reasonable attorney's fees, shall be paid by the nonprevailing party.

9.11 Exhibits. All Exhibits annexed to this Agreement and the documents to be delivered at or prior to the execution of this Agreement are expressly made a part of this Agreement as fully as though completely set forth herein. All references to this Agreement, either in the Agreement itself or in any of such writings, shall deem to refer to and include this Agreement and all such Exhibits and documents.

9.12 Authority. Each individual executing this Agreement does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Agreement in the capacity and for the entity set forth where he signs.

9.13 City Assignment. City shall not assign this Agreement or any of City's rights and obligations hereunder without the prior written consent of Owner, on the condition that City shall not be released from its obligations hereunder without Owner's prior written consent which consent shall not be unreasonably withheld. City shall deliver to Owner a copy of any instrument of assignment. No assignment by City shall be binding on Owner until written notice thereof is furnished to the Owner, together with a copy of the applicable assignment and assumption document and evidence of such assignee's compliance with the insurance obligation of City imposed by this Agreement.

9.14 Owner Assignment. Owner shall not assign this Agreement or any of Owner's rights and obligations hereunder without the prior written consent of City, on the conditions that (a) Owner may assign this Agreement without City's consent to any Affiliate of Owner or to any successor or assign that may result from the merger, consolidation or reorganization of Owner or its Affiliate, provided that any such assignee shall assume and agree in writing to be bound

by all of the terms and subject to all of the conditions set forth in this Agreement, and (b) Owner shall not be released from its obligations hereunder without City's prior written consent which consent shall not be unreasonably withheld. Owner shall deliver to City a copy of any instrument of assignment. No assignment by Owner shall be binding on City until written notice thereof is furnished City, together with a copy of the applicable assignment and assumption document and evidence of such assignee's compliance with the insurance obligation of Owner imposed by this Agreement. Notwithstanding anything herein to the contrary, Owner shall be entitled to sell or transfer the Property without the consent of the City and the rights and obligations of Owner shall run with the land and be binding upon any such subsequent purchaser. Upon such sale or transfer of the Property, Owner shall have no further rights or obligations under this Agreement.

9.15 Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the City Parking Stalls to the general public, it being the intention of the parties that the use of the City Parking Stalls be limited to the purposes expressed in this Agreement.

[Remainder of this page intentionally left blank, signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

CITY:

MURRAY CITY

By _____
Brett A. Hales, Mayor

ATTEST:

Brooke Smith, City Recorder

APPROVED AS TO CONTENT:

Chad Wilkinson, CED Director

APPROVED AS TO FORM:

Murray City Attorney's Office

OWNER:

ROCKWORTH COMPANIES, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A
(To Parking Agreement)

Legal Description of Owner's Property

EXHIBIT B
(To Parking Agreement)

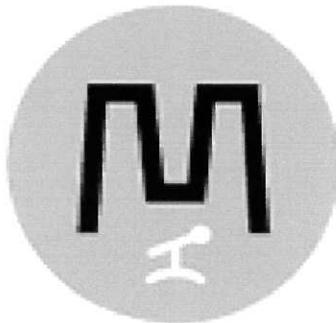
Legal Description of Parking Structure Property

EXHIBIT C
(To Parking Agreement)

Written Description of Parking Structure

EXHIBIT D
(To Parking Agreement)

Maintenance Schedule



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment