



MURRAY
CITY COUNCIL

Council Meeting October 21, 2025



Murray City Municipal Council

City Council Meeting Notice

October 21, 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 21, 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 – September 16, 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. Murray City Employee of the Month, Emily Barton, Finance Controller. Adam Hock, Brett Hales and Brenda Moore presenting.

Consent Agenda

None scheduled.

Public Hearings

None scheduled.

Business Items

1. Consider a resolution approving an agreement between Murray City and Utah Transit Authority ("UTA") relating to procurement, installation, ownership and maintenance of artwork on UTA owned Midvalley Express (MVX) Stations. Rowan Coates presenting
2. Consider a resolution authorizing the Fremont Solar PPA Project transaction schedule under the Master Firm Power Supply Agreement with Utah Associated Municipal Power Systems, and related matters. Greg Bellon presenting.
3. Consider a resolution to acknowledge completion and receipt of the independent audit for Fiscal Year 2024-2025 and direct that notice be published pursuant to Section 10-6-152 of the Utah

Code. Brenda Moore presenting.

Mayor's Report and Questions

Adjournment

NOTICE

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

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

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

On Friday, October 17 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
COMMITTEE OF THE WHOLE**

Work Session Minutes of Tuesday, September 16, 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	Chad Wilkinson	Community and Economic Dev. Director
Joey Mittelman	Fire Chief	Brenda Moore	Finance Director
Hal Luke	Senior Center Board	Erica Brown	Chief Communications Officer
Amanda Gardner	Boys and Girls Club	Camron Kollman	IT Support
Citizens and Guests			

Conducting: Council Chair Cotter called the meeting to order at 5:00 pm.

Discussion Items:

- **Murray Senior Recreation Center Report.** Senior Center Board Member Hal Luke reviewed a Deseret News article related to seniors staying healthy with line dancing, shared a video of Murray seniors line dancing and displayed photos of handmade quilts donated to the City.
- **Report from the Boys and Girls Club of Greater Salt Lake.** President and Chief Executive Officer Amanda Gardner expressed gratitude for funding that supported the Murray Boys and Girls Club community programming. Ms. Gardner explained that due to federal spending cuts, two other clubs had closed and the Salt Lake City club had temporarily closed. She believed that due to Murray City's financial support they were able to maintain the same level of service to the City including transports to all Murray schools. She explained all that the Murray club offered in relationship to health, wellbeing, character building and leadership skills. Ms. Gardner described various programs, classes and opportunities for academic success, life and workforce readiness, and discussed community challenges related to the lack of after school care.
- **Update on research into private pond regulations.** CED (Community and Economic Development) Director Chad Wilkinson said his staff worked hard in researching how other cities regulate private ponds and shared comparative information. Cities like Murray without pond regulations or pond permits, only require an electrical permit for any kind of hard wired pump. Others require pond permits at a certain threshold related to size, depth, grading or excavation and many require permits for a 24-inch deep pond or a pond requiring 5,000 gallons of water. Pools of that size are handled like swimming pool permits that must follow existing zoning requirements.

Mr. Wilkinson reviewed Murray's pool standards from the current ordinance and displayed aerial maps to illustrate how a 10-foot by 15-foot private pond compared in size to many existing swimming pools in the City.

Mr. Wilkinson acknowledged recent concerns related to the request to regulate private ponds, confirming that issues like mosquitos and fish are currently regulated by the DWR (Department of Water Resources) and MAD (Mosquito Abatement District). He reported that MAD successfully resolves 99% of private pond mosquito issues and DWR gets involved only when game fish are placed in private ponds. Staff fully supports these agencies handling all related concerns.

Mr. Wilkinson said unlike a pool, ponds vary in installation and size. There was not typically a pond structure to review so it was difficult to determine submittal requirements. Even though there are similarities between pools and ponds, there are notable and complete differences related to construction, landscape, vegetation and purpose.

He emphasized how a pond ordinance would affect the entire city and if directed to draft one, staff would ensure clear differences between ponds and pools to acknowledge that ponds cannot be treated like pools.

Mr. Wilkinson confirmed that historically pond concerns were not frequent issues for the City and reiterated that due to unintended consequences, the City should exercise caution when drafting an ordinance to address one individual. He explained that because pond issues were not common, an ordinance would require a geotechnical engineer or an engineering study that would affect everyone deciding to install a small pond. He felt that such an ordinance could discourage others who want to install a small pond because now it would be more costly.

He felt if the City did not adopt specific standards for regulating ponds, civil remedies were available to resolve neighbor issues, which could be handled without the City's involvement and without the City having to implement a new ordinance for one situation. He noted that more property line dispute issues are received than pond complaints, and the City does not get involved in those disputes.

Mr. Wilkinson said the assignment to research other cities was complete, but more time was needed if the Council still wanted an ordinance drafted. After reviewing the research his personal opinion was to only move forward with a light touch ordinance, if any. His hope was that it would not hinder other residents from installing a small Koi pond if they wished.

Council Members discussed fencing, pond liners, fountains, filtration and blue stakes, they discussed commercial ponds and setbacks for residential ponds, analyzed both residential and commercial pool standards related to engineering requirements and electrical permits for pumps.

There was consensus to move forward with drafting a pond ordinance that would define proper setbacks, liners, fencing, size, depth and filtration and that staff should have discretion within the Code.

Mr. Wilkinson said setbacks and fencing regulations for ponds would be very straight forward because they would be similar to pool standards. He emphasized that the more complex part of completing an ordinance would be working with the building division and city engineers, to understand proper liners and how pond structures would be reviewed as part of a new permitting process. He believed there was no idea how citizens would be affected because only two permit requests for electrical pumps were made in the last 10 years. In addition aerial maps could not reveal where private ponds are located that could be small or hidden by trees. Staff would move forward in drafting a proposed pond ordinance, which would first be presented to the Planning Commission.

- **Partnering with Main Street USA (Murray City Downtown District).** Mr. Hock explained that the MCDD (Murray City Downtown District), a 501(c)(3) who is part of Main Street USA, and their request for \$65,000

has been discussed internally for some time. He emphasized to the Council that if the City were to enter into a partnership with Main Street USA, it would be a long-term agreement. City Attorney G.L. Critchfield clarified that originally financial assistance was requested for the MCDD during the City's budget process, by the local non-profit who had already implemented the program on their own.

Mr. Critchfield said there was more to the Main Street USA program than realized, where usually a city by itself passes a resolution to say it supports revitalization, with its own vision for a downtown area, with its own board of directors and the selection of a 501(c)(3) organization to help partner with Main Street USA.

Because the process was implemented backwards and the City was already a Tier Two Main Street USA community, the Council could approve a financial donation with no further involvement or the City must be fully committed to become a Tier Three community.

Mr. Critchfield reviewed information about Main Street USA to clarify what the program entailed. He noted that financial support for the organization comes from local entities with a stake in downtown city government, merchants, businesses, major employers and the public. It is a local initiative both organizationally and financially and offers different tiers within the whole program. A community is recognized as Tier One once a community designation application was completed and accepted.

Mr. Critchfield pointed out that this process was already completed by the MCDD who requested the financial donation from the City and that in order to become a Tier Three community, the City must commit to participating with the Main Street USA program. The City would develop communications, fund a development plan, assist the community in implementing the main street four-point approach and help host main street efforts if it is moved forward.

He emphasized that the partnership was not just a donation for the non-profit agency to spend on whatever it chooses; and explained that the City would take the initiative in deciding what it wants for its own downtown by setting the vision. He noted all Tier One community cities in Utah's rural areas and all Tier Two communities including Murray.

Mr. Critchfield reiterated that the Council could approve just a cash donation and not continue the partnership, emphasizing that there was much more to the financial request than others normally seen during the budget process. He explained that the Utah program was meant to help Utah communities revitalize their economy, appearance and image by providing framework and resources to support revitalization and required the community to also commit to the main street approach.

Mr. Critchfield said a separate department was not needed within the City to operate the program, but there would be overlap with the non-profit agency, City staff and volunteers who were involved in the initial proposal. The program would function similar to the NeighborWorks partnership agreement where financial reporting would be required to ensure that the annual \$65,000 allocation was properly managed each year.

Ms. Turner asked if the City could withdraw funding, if money was not being spent the way the City wanted. Mr. Critchfield clarified the Main Street USA program was supposed to be the City's idea, not initiated by someone else, it was not like a donation to the Boys and Girls Club that could be denied each year. The required cost was a major commitment because the City would be an equal partner, if not more than the person who implemented the partnership.

Mr. Critchfield confirmed the City could always make the decision to not participate. He said Main Street USA was primarily intended for rural communities all over the Country where many had been committed for up to 40 years, so it was a major commitment to say how the City would revitalize downtown.

Mr. Hock expressed concern with who would set the vision for the downtown, noting that Jenn Kikel-Lynn, the Mayor's administration and the City Council would be working together. He felt past discussions already proved there were different visions and each branch had set a different course for the program. Mr. Hock said a very clear vision was needed between all three branches if the program were to move forward.

Mr. Critchfield confirmed that letters of recommendation were sent to the State in support of Jenn Kikel-Lynn overseeing the program as part of her application process. He said it would have been helpful had the Council been involved prior to the application process to provide an approved resolution to go with the initial application. Despite that process, the City was already accepted so direction was needed about whether to pursue it with funding.

There was consensus that Jenn Kikel-Lynn's hard work was not undermined, the annual required cost to her would still be \$65,000, regardless of any grant funding she received and the vision needed to be approved by the City. Mr. Critchfield suggested Ms. Kikel-Lynn present her vision to the Council in a future meeting to get her input and compare whether the same vision was shared or not.

Mr. Hock thought all three visions for the downtown were not the same and ideas should be crystalized to determine the end goal. Ms. Turner agreed she was unaware of what had been accomplished so far. Mr. Pickett believed the Council was supporting the vision of the executive branch and shared their ideas. Mr. Critchfield said the Council should be very clear about the vision before supporting it financially. There was consensus that Ms. Kikel-Lynn had a strong connection with Murray businesses, but before funding was approved another work session was needed to clarify the same vision.

Mr. Critchfield stressed the proposal was not like a general plan zoning code for the Council to set the policy. The Council would approve a policy based on understanding the clear vision. Ms. Turner said years ago the hope of the Council was that the Murray Chamber of Commerce would do more with Murray businesses to revitalize the downtown area. All agreed that Ms. Kikel-Lynn was doing good work, but it would be helpful for her to understand their vision as well.

- **Adjournment:** 6:08

Pattie Johnson
Council Administrator III



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



Special Recognition



MURRAY

City Council/Mayor

Employee of the Month - Emily Barton

Council Action Request

Council Meeting

Meeting Date: October 21, 2025

Department Director Jennifer Kennedy Phone # 801-264-2622 Presenters Adam Hock Brett Hales Brenda Moore Required Time for Presentation Is This Time Sensitive No Mayor's Approval Date October 7, 2025	Purpose of Proposal Employee of the Month recognition Action Requested Informational only Attachments Recognition Form Budget Impact None Description of this Item See Employee of the Month Recognition Form
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EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

DATE:

Finance & Administration

9/19/2025

NAME of person to be recognized:

Submitted by:

Emily Barton

Brenda Moore

DIVISION AND JOB TITLE:

Finance, Controller

YEARS OF SERVICE:

4

REASON FOR RECOGNITION:

Hiring Emily Barton, was the best decision I have made after becoming Finance Director. She consistently demonstrates excellence in her role and embodies the values of Murray City. Her work is accurate and reliable, she can be counted on to meet deadlines and deliver quality results. She is an effective collaborator who works well with other departments, strengthening relationships and improving processes across the city. Her leadership skills are evident in the way she holds team members accountable, provides guidance, and sets a strong example for others. She is willing to take on any task, no matter how large or small and approaches each responsibility with a positive attitude. Emily is not afraid to speak up, share ideas and offer input that improves processes and outcomes. She recently obtained her Certified Public Finance Officer (CPFO) designation, through the GFOA. This credential requires the completion of 7 tests all focused on Government accounting, and took 18 months of self study to complete. It is a remarkable achievement that demonstrates her commitment to professional growth, excellence in public finance and commitment to Murray City. For these reasons I have nominated her for Employee of the Month.

COUNCIL USE:

MONTH/YEAR HONORED





MURRAY
CITY COUNCIL

Business Items



Business Item #1



MURRAY

Parks and Recreation

Kim Sorensen

Council Action Request

Council Meeting

Meeting Date: November 18, 2025

Department Director Kim Sorensen Phone # 801-264-2610 Presenters Rowan Coates Required Time for Presentation 10 Minutes Is This Time Sensitive No Mayor's Approval  Date September 9, 2025	Purpose of Proposal This is a beautification project for the new UTA bus stops in Murray City. Action Requested Consider a resolution approving interlocal agreement with UTA for art at Midvalley Express Stations Attachments Resoltion and Memorandum of Agreement Budget Impact Installation cost is approximately \$4,000 Description of this Item This resolution approves an agreement between the City and UTA relating to procurement, installation, ownership and maintenance of artwork on UTA owned Midvalley Express Stations. We have commissioned art for the 4 stations in Murray. The art will feature Murray landmarks.
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RESOLUTION _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN MURRAY CITY AND UTAH TRANSIT AUTHORITY ("UTA") RELATING TO PROCUREMENT, INSTALLATION, OWNERSHIP AND MAINTENANCE OF ARTWORK ON UTA OWNED MIDVALLEY EXPRESS (MVX) STATIONS.

WHEREAS, UTA is a public entity seeking to construct a rapid transit system that provides an integrated bus system utilizing electric buses throughout Salt Lake County; and

WHEREAS, the transit system will include three MVX bus stations within Murray City; and

WHEREAS, UTA desires to procure suitable artwork for display on UTA-owned MVX stations; and

WHEREAS, the City has an interest in promoting the arts and beautifying Murray City including the MVX stations; and

WHEREAS, Murray City and UTA desire to collaborate in the selection of the artist and the artwork to be displayed as a means of beautifying the City and adding to the culture and artistic history of the City; and

WHEREAS, a Memorandum of Agreement has been proposed setting forth the duties and responsibilities of the Parties and the terms and conditions associated with the procurement, installation, ownership and maintenance of the artwork created specifically for the MVX stations.

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

1. It hereby approves the Memorandum of Agreement, in substantially the form attached hereto.
2. The Memorandum of Agreement is in the best interest of the City.
3. Mayor Brett A. Hales is hereby authorized to execute the Memorandum of Agreement on behalf of the City and act in accordance with its terms.

(Signatures on the following page)

PASSED AND APPROVED this _____ day of _____ 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

ATTACHMENT

MEMORANUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

This Agreement is entered into by Murray City, ("Murray") and Utah Transit Authority, a Utah Public Transit District ("UTA") in order to memorialize the mutual agreement of the Parties concerning procurement, installation and maintenance of artwork on UTA owned Midvalley Express (MVX) stations.

WHEREAS, the Parties desire to procure suitable artwork for display on UTA-owned stations as part of MVX located in Murray City; and

WHEREAS, UTA has specific content standards and engineering design guidelines which must be followed in order to display artwork on its bus stops; and

WHEREAS, Murray desires to have significant input into the selection of both the artist and the artwork to be displayed; and

WHEREAS, the Parties desire to collaborate in the selection of the artist and the artwork to be displayed.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Murray-selected artwork shall be reviewed and approved by UTA for both content and engineering design prior to selection of an artist and the artwork project.
2. UTA shall have the right to monitor and inspect the artwork project at various stages of completion to ensure compliance with UTA design and content standards.
3. Murray entered an Agreement with local artists to provide art for the MVX stations, attached herewith as Exhibit B.
4. The Parties agree to the following terms:
 - a. Any design files or digital copies of the artwork submitted by the Artist shall be delivered to UTA in order for UTA to maintain the artwork as it was created and installed and according to this agreement.
 - b. Any design files or digital copies of the artwork submitted by the Artist shall be delivered to UTA for approval for installation (a) in a form that is suitable for installation addressing any safety or maintenance concerns expressed by UTA and Murray, or its contractor(s); and (b) free and clear of any purchase money liens or other encumbrances. UTA and Murray will inspect the Artwork to determine its conformity with UTA design and content standards, Exhibit "A", and approve the Artwork for installation. Once approved by UTA and Murray, UTA shall have the artwork installed.

- c. After acceptance of the Artwork by UTA, and Murray, UTA shall become solely responsible for all further maintenance, repair, restoration, or other costs incurred by UTA with respect to the Artwork or the use thereof to such costs after acceptance.
 - d. UTA agrees to recognize artist and funding donations for the artwork by including the logos of Murray to be printed in an appropriate location on each art piece along with website presence giving more detail and history about the artist and their work.
 - e. After installation of the Artwork, ownership of the installed Artwork shall transfer to and vest in UTA. UTA shall be the owner of the installed Artwork for all purpose. Should UTA wish to relocate or modify the artwork, UTA agrees to consult with Murray prior to modifying, relocating, removing, demolishing or replacing the artwork. UTA shall make reasonable efforts to obtain the recommendation of the Artist(s) and Murray prior to making any modification of the Artwork as permitted in the preceding sentence; however, UTA shall not be bound by such recommendation. In the event that the Artist determines that such modification of the Artwork by UTA changes the Artwork beyond a tolerable extent, the Artist may opt to have his or her name removed from the Artwork. UTA reserves the right to deaccession and dispose of the Artwork should a safety, maintenance or other compelling reason arise. The Artist shall own all intellectual property rights including copyrights to the Artwork and shall and hereby does grant UTA an irrevocable and worldwide license to use and reproduce the artwork in any two-dimensional form and for any purpose, commercial or otherwise, so long as the Artist is credited in the reproduction.
 - f. UTA agrees to assume ownership of the Artwork and maintain the files associated with the artwork.
5. Counterparts. This Agreement may be executed in any number of counterparts and by either party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a digitally signed original of this Agreement or any counterpart hereof and the retransmission of any signed digital transmission hereof shall be the same as delivery of an original.
6. Choice of Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws Any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Salt Lake County, Utah.
7. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such

invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day set forth below.

Murray City

Title:
Date:

Title:
Date:

Title:
Date:

Utah Transit Authority

Title:
Date:

Title:
Date:

Title:
Date:

Exhibit A

UTA Content and Design Standards

Art-In-Transit - Content Review Checklist

The artwork should be uplifting and convey positivity.

The artwork should NOT*:

- Convey negativity, darkness, or gloom.
- Promote or depict an illegal activity, good, or service
- Contain explicit sexual material, obscene material, or material harmful to minors
- Promote alcohol in a manner inconsistent with federal and state law
- Promote tobacco products in a manner inconsistent with federal and state law
- Depict violence, anti-social behavior, sexual conduct, or nudity
- Include language that is obscene, vulgar, indecent, or profane
- Promote or depict materials, instruments, devices, items, products, or paraphernalia that are designed for use in connection with sexual conduct
- Promote any partisan political party, platform, or candidate
- Contain images or information that demeans an individual or group of individuals on account of race, color, religion, national origin, gender, age, disability, or sexual orientation
- Constitute libel (as defined in Utah Code Annotated, Section 45-2-2)
- Contain inconsistencies with any contractual agreement between the Authority and any governmental entity
- Depict the Utah Transit Authority, public transit or other public figures or servants in a disparaging or negative way
- Promote subject matter relating to a commercial transaction, or that pertaining to a product or service
- Depict imagery or text that serves as a public service announcement
- Conflict with any applicable local ordinance
- Depict a logo
- Display words (*except for geographic identifiers such as a city name*)

**Based on current UTA Advertising Policy and Adopt-A-Stop Artwork Guidelines*

Proposed artwork meeting the above criteria should be considered eligible for installation and display on UTA's system.

Exhibit B
Murray City Stations

Station	Station Type	Sq Ft Art Glass
MURRAY BLVD NB	1 bay	63 sq ft
MURRAY BLVD SB	1 bay	63 sq ft
VINE EB	1 bay	63 sq ft
MURRAY CENTRAL NB	2 bay	126 sq ft
MURRAY CENTRAL SB	2 bay	126 sq ft

EXHIBIT C

Murray Contract with Paul Heath and Donna Pence

AGREEMENT
BETWEEN
MURRAY CITY CORPORATION
AND

PAUL HEATH AND DONNA PENCE
for Original Artwork for the Midvalley Express Art in Transit Project

This Agreement (the "Agreement") is made and entered into this 4th day of March, 2025 (the "Effective Date"), by and between Murray City Corporation (the "City"), a Utah Municipal Corporation and Paul Heath and Donna Pence ("Artist(s)").

RECITALS

WHEREAS, Midvalley Express (MVX) is a transit project with electric bus stops from West Valley City through Murray City; and

WHEREAS, MVX has called for submissions from artists/designers to provide art installations to be added to bus stop locations throughout the MVX transit project; and

WHEREAS, the City is desirous to support local artists and to beautify the City with unique artwork throughout the City.

NOW THEREFORE, in consideration of the mutual covenants provided herein, City and Artist agree as follows:

AGREEMENT

1. **SCOPE OF WORK:** Artist shall furnish all materials and perform all work to design, fabricate, complete and submit to the Utah Transit Authority ("UTA") five (5) distinct art renderings (the "Artwork") in accordance with this Agreement and as more fully shown and described in MVX's Art in Transit Guide (Art Guide) attached hereto as "Exhibit A" and incorporated herewith. In the event of any conflict between this Agreement and Transit Guide, this Agreement shall be controlling. The Artwork must be of high quality, in compliance with generally accepted artistry standards, and in conformity with this Agreement and with the Art Guide.

2. **TIME OF COMPLETION AND FORMAL ACCEPTANCE:** The Artwork shall be completed and submitted by Artist to UTA by **MARCH 14, 2025**, unless delays are caused by events beyond the control of both parties, at which time completion may be amended. Any extensions of time must be agreed to in writing by both parties. The Artist shall notify the City when the Artwork is complete and submitted to UTA. cure said defect.

3. **AUTHORIZATION TO PROCEED:** Execution of this Agreement by the City and Artist will serve as authorization for Artist to proceed with the services called for in the Agreement.

4. **COMPENSATION FOR DESIGN AND FABRICATION FEE:** The total compensation paid by the City to Artist under this Agreement shall not exceed **TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00)**. Compensation is based on the specifications as set out in the Art Guide. The compensation shall cover all of Artist's fees for services under this Agreement including, but not limited to, all design, materials, labor, rendering and delivery of the Artwork. Said compensation shall be paid as follows:

50% within ten (10) days after final execution of this Agreement (\$10,000.00)
50% within ten (10) days after submission of the Artwork to UTA as outlined in this Agreement (\$10,000.00)

Invoices shall be submitted by Artist to the City for each payment and payments shall be made within ten (10) days of receipt of an invoice and verification of progress as determined by the City.

5. **INDEPENDENT CONTRACTOR:** The parties expressly agree that Artist is an independent contractor and is not an agent or employee of the City. Services rendered by Artist under this Agreement are not rendered as a City employee and amounts paid under this Agreement do not constitute compensation paid to an employee. Artist is solely responsible for Artist's own employment taxes, worker's compensation premiums and similar expenses. Artist represents and warrants that they are in compliance, and will remain in compliance during the term of this Agreement, with all federal, state and local laws relating to the payment of employment taxes, worker's compensation premiums and the like. The City assumes no liability for the actions of Artist.

6. **INDEMNIFICATION:**

A. Artist shall, at its sole cost and expense, indemnify and hold City harmless from and against all losses, claims, demands, suits, actions, legal or administrative proceedings, damages, costs, charges and causes of action of every kind or character whatsoever, including, reasonable attorney fees and other legal costs (collectively "Claims") directly or indirectly arising from, related to or connected with, in whole or in part, Artist's work under this Agreement, including but not limited to Claims directly or indirectly arising from, related to or connected with, in whole or in part: any act, omission, fraud, wrongful or reckless conduct, fault or negligence by Artist or its officers, directors, agents, employees, subcontractors or suppliers of any tier, or by any of their employees, agents or persons under their direction or control; violation by Artist or Artist's officers, directors, agents, subcontractors or suppliers of any tier, or by any of their employees, agents and persons under their direction or control, of any copyright, trademark or patent or federal, State or local law, rule, code, regulation, policy or ordinance; nonpayment to any of Artist's subcontractors or suppliers of any tier, or if any officers, agents, Artists, employees or representatives of Artist or its subcontractors or suppliers of any tier; and, any other act, omission, fault or negligence, whether active or passive, of Artist or anyone acting under its direction or control or on its behalf in

connection with or incidental to the performance of this Agreement (collectively "Acts and Omissions").

B. The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation or benefits payable by or for the Artist or subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.

C. The indemnification provisions of this Section shall survive the earlier termination or expiration of this Agreement for one (1) year of the Final Acceptance of the Artwork and shall apply to all Claims regardless of whether they arise before or within one (1) year after Final Acceptance of the Artwork under the Agreement.

7. OWNERSHIP OF THE ARTWORK AND DESIGN MATERIALS UPON COMPLETION: All Artwork created under this Agreement may or may not be used at the MVX transit stops. Title and all rights and interests of any kind whatsoever, including copyright, in the Artwork shall pass to those with ownership and custody over the transit stops. Artist shall not maintain rights in the Artwork once submitted.

Artist warrants that it will not produce a substantially similar replica of the Artwork or allow others to do so on its behalf. This covenant shall continue in effect for a period consisting of the life of the Artist plus seventy (70) years after his or her death and shall be binding on Artist's successors, heirs and assigns. City understands and acknowledges that the Artist may use materials, themes, elements, concepts, dimensions, colors and shapes used in the Artwork in other works of art produced by Artist and the use of similar materials, themes, elements, concepts, dimensions, colors and shapes in other works of art does not violate this Section.

The Artist hereby waives any and all claims that might arise from any application of the Visual Artist's Rights Amendments to the Copyright Law of the United States, 17 U.S.C. §106A ("VARA").

8. TERMINATION: The City may terminate this Agreement at any time with or without cause upon giving five (5) calendar days written notice to Artists. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder. In no event shall the City's exercise of its right to terminate this Agreement for convenience relieve Artists of any liability to the City for any damages or claims arising out of this Agreement. In the event of such a termination prior to completion of the work provided herein, the initial payment paid to Artist shall be deemed full and final compensation for the work performed to date of termination. In the event of termination, the City and UTA shall be entitled use and copyright to all Artwork completed at the time of termination.

9. DISPLAY OF ARTWORK: The City and UTA shall have the right to display, produce, alter, or remove the Artwork from display for any reason and may relocate the Artwork at any time.

10. **ARTIST'S RIGHTS:** The City or UTA may provide and install a plaque or other signage on or near the Artwork, containing a credit to the Artist and identifying the title of the Artwork, but is not required to do so.

11. **SAFETY:** The Artist agrees to take all necessary safety precautions and comply with all applicable provisions of federal, state and local safety laws and codes to prevent accidents or injury to its employees, agents or sub-contractors and to protect other persons on, about or adjacent to the premises where the Artist's work is being displayed and any accidents or injuries caused by the Artist, its agents or sub-contractors. This safety requirement shall not relieve any contractor performing work on the Artwork from complying with the safety requirements of its contract, nor shall it make the Artist responsible for the contractor's compliance with the safety requirements. The City reserves the right to stop the Artist's work if safety laws or safe work practices are not being observed.

12. **WARRANTIES:** As of the date of submission of the Artwork, the Artist represents and warrants that: (a) the Artwork is the original creation of the Artist; (b) the Artwork is unique and an edition of one; (c) no identical or substantially similar Artwork will be created by the Artist; (d) the Artwork does not infringe upon any copyright, trademark, or any other property or personal right; (e) the Artwork is free and clear of liens or encumbrances from any source whatsoever; and (f) the Artist knows of no adverse claims to the Artwork and neither the Artwork nor any portion thereof is in the public domain.

The Artist's warranties described in this section shall survive for a period of five (5) years after of the submission of the Artwork. In the event of any breach of warranty that is curable by the Artist and which cure is consistent with generally accepted professional conservation standards, the Artist shall, at the request of the City, cure such breach at no cost to the City. The City shall give notice to the Artist of any such observed breach with reasonable promptness, and, if required hereunder, the Artist shall cure such breach with reasonable promptness.

13. **FORCE MAJEURE:** Except for the obligation to pay for services appropriately rendered in accordance with this Agreement, neither party hereto will be held responsible for, loss, damage, delay or default in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the party, including, but not restricted to, fire, flood, epidemics, pandemics, quarantine, health directives and requirements, strikes, riot, acts of God or the public enemy and/or war. The City, in its sole discretion, may: (i) terminate this Agreement after determining that such delay or default will reasonably prevent successful performance of the Agreement; or (ii) extend the time for performance as reasonably necessary to address the delay.

14. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County or the United States District Court of Utah.

15. COMPLIANCE: Artists shall comply with all applicable Federal, State, and local laws.

16. SEVERABILITY AND SURVIVAL: Should any part of this Agreement be found to be void, voidable or unenforceable, such void, voidable or unenforceable provision shall be deemed severed from this Agreement and shall not affect the remainder of this Agreement.

17. ASSIGNMENT: The rights and obligations of Artist under this Agreement are not assignable by Artist, and no such rights or obligations shall be subject to voluntary or involuntary alienation, assignment or transfer.

(Signature Page to Follow)

DATED as of the day and year first written above.

MURRAY CITY CORPORATION

Brett Hales
Brett Hales (Mar 4, 2025 07:52 MST)

Brett A Hales, Mayor

Paul Heath

Paul Heath
Signature

PAUL HEATH
Name

ATTEST:

Brooke Smith
Brooke Smith (Mar 4, 2025 09:49 MST)

City Recorder

Donna Pence

Donna Pence
Signature

APPROVED AS TO FORM:

Keaton Brown
Keaton Brown (Mar 3, 2025 08:21 MST)

City Attorney

Donna Pence
Name

APPROVED AS TO CONTENT:

LE
Lori Edmunds (Feb 26, 2025 12:19 MST)

Parks and Recreation Department

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Buck Moore

Finance Department



EXHIBIT "A"
MVX'S ART IN TRANSIT GUIDE

MOVX Art in Transit

EXAMPLE:

Art in Transit Guide: MVX BRT Project

Contact: TBD

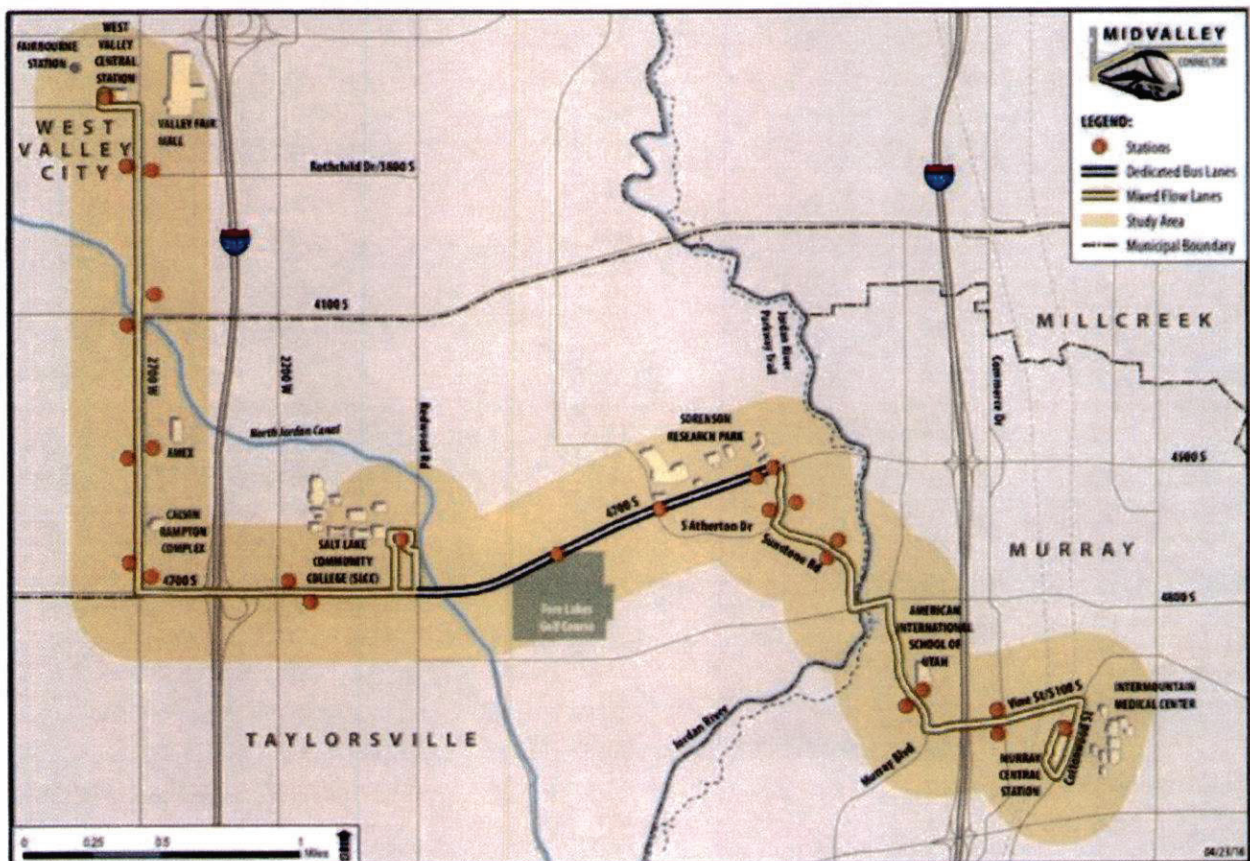
Budget: TBD

Deadline: December 2024

Overview of project:

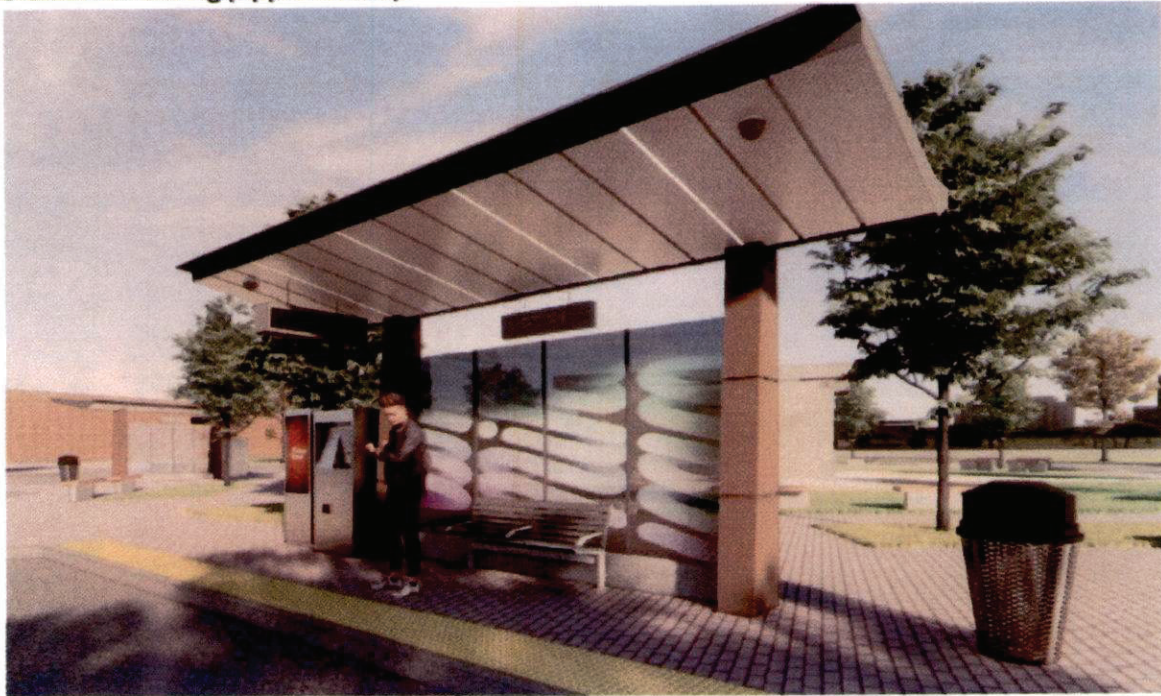
Bus Rapid Transit or BRT combines the capacity and speed of light rail with the lower cost construction of an integrated bus system. Once complete, Midvalley Express (MVX) will provide riders a clean-air ride in an electric bus from the West Valley City (West Valley Central) through Taylorsville City with a dedicated bus lane along 4700 South, through the campus of Salt Lake Community College, and to Murray City (Murray Central). When operational, riders will be able to catch the bus every 10-15 minutes on weekdays and 15-30 minutes on weekends. The project will benefit the community by reducing vehicle trips, supporting the economy, and providing transportation choices. The MVX will be free for the first five years of operation.

Project Map:



MVX Art in Transit

Station Rendering (Approximate):



Budget: example

The budget for this commission is \$X per stop assigned to this call. This contract amount is inclusive of all costs associated with the project including, but not limited to the artist's design fee, other consultation fees such as graphic design consultations, or any other costs related to the creation of the print ready digital artwork. This contract amount also includes costs related to transportation or travel to and from the sites (if artist chooses to visit), per diem expenses, project documentation, a contingency to cover unexpected expenses, and any other costs. No additional costs will be reimbursed by the ENTITY.

Eligibility: example

Call is open to resident US citizen or legal resident artists/designers and artist/design teams. All artists/designers including but not limited to illustrators, designers, graphic designers, 2D painters, digital artists, photographers, etc. are strongly encouraged to apply. XYZ are not eligible to apply for this commission.

Submission Options, Instructions, and Required Materials:

- Where to send
- What to send
- References
- RFQ? – how many samples?
- Is preference being given to any applicants?

ARTWORK SPECIFICATIONS FOR SELECTED FINALISTS

Specifications:

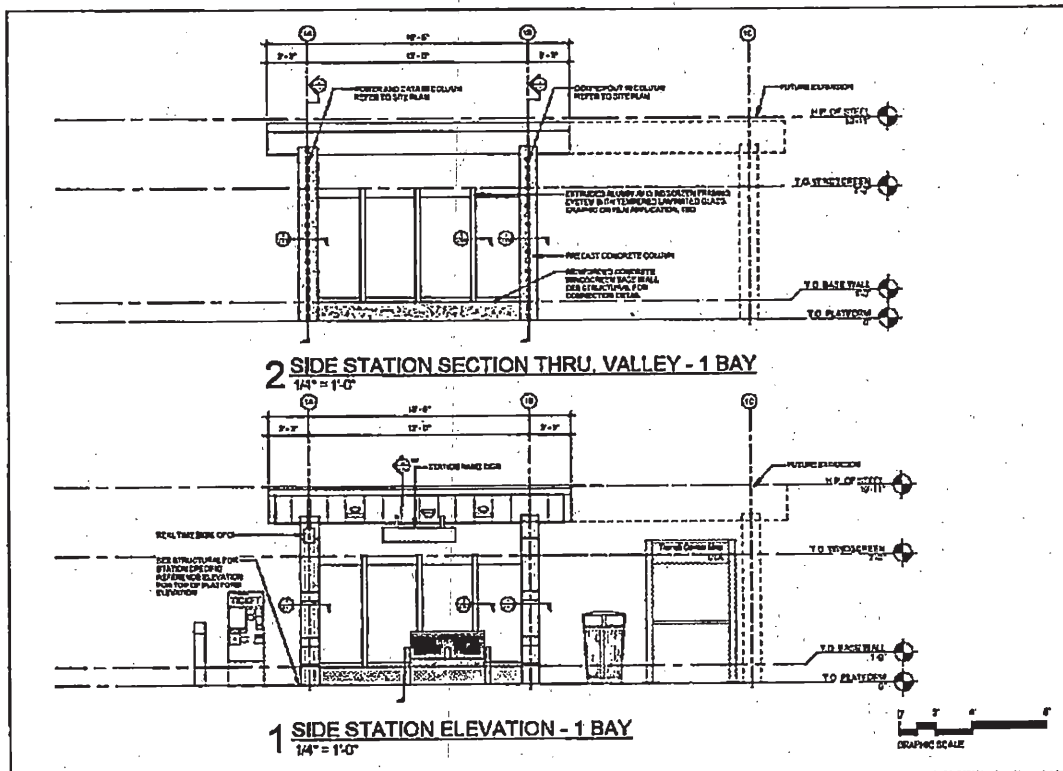
MVX Art in Transit

- Designs should not include any political or promotional messaging.
- Designs should not infringe on any copyrights or trademarks.
- Selected designs will require the artist to provide the artwork in high-resolution digital format.
 - Art Submission Requirements are included in Appendix 1.
- The laminate material will be printed as a transparency (up to 75% opacity). As such, the image will need to be designed so that it can be viewed from both sides of the glass. Artists should submit a reverse image.

Digital Artwork Specifications: (this is subject to change per print vendor requirements)

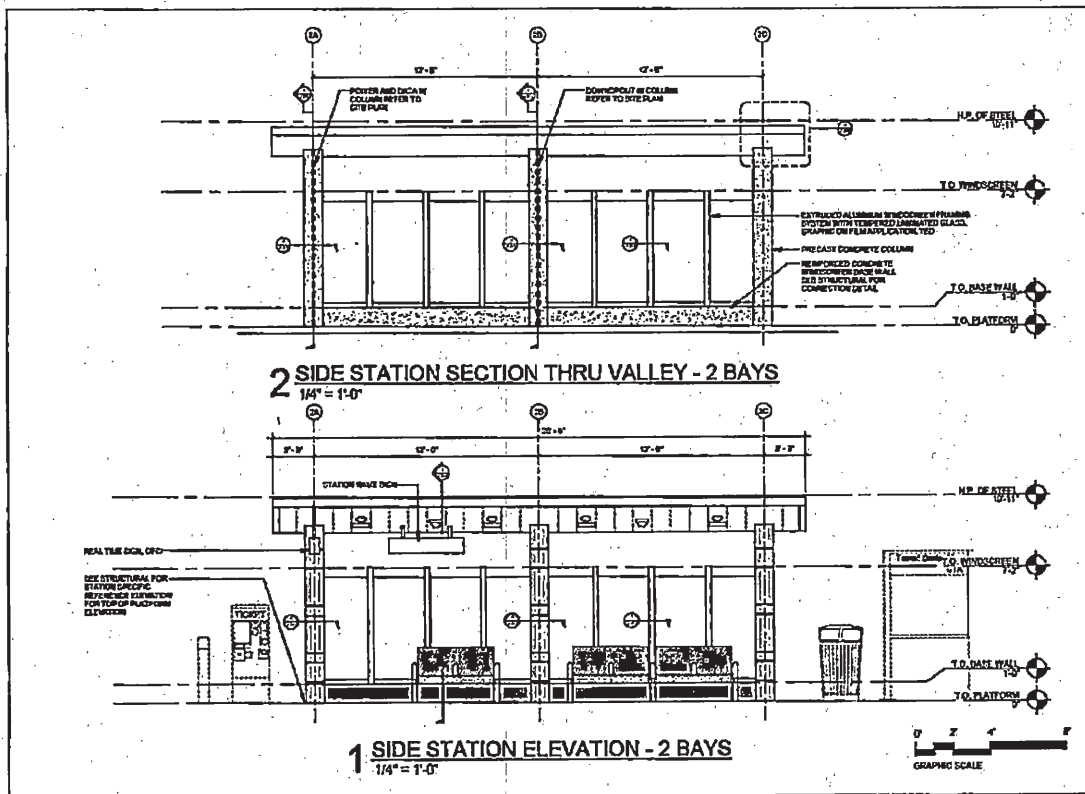
- Print ready digital artwork files in .AI, .PSD, or other file type to be determined by the print vendor will be required for final project.
- Exact requirements will be provided to the selected artists/designers/teams. See Art Submission Requirements in Appendix 1.
- No assistance will be provided to artists/designers/teams to convert artwork to the required digital format.
- Stations are being built in 1-, 2-, and 3-bay formats – glass panels are uniform in size:
 - All Panels:
 - Width: Middle panels are 3'0", outside panels are 2'8 1/4".
 - Height: All panels are 6'2" tall.
- Shelter Configurations:

1-bay: 4 panels of glass total; 2 outside panels measure W 2' 8 1/4", H 6'2"; 2 interior panels measure W 3'0", H 6'2"



MVX Art in Transit

2-bay: 8 panels of glass total; 2 outside panels measure W 2' 8 1/4", H 6'2"; 2 interior panels measure W 3' 0", H 6'2" (X2)

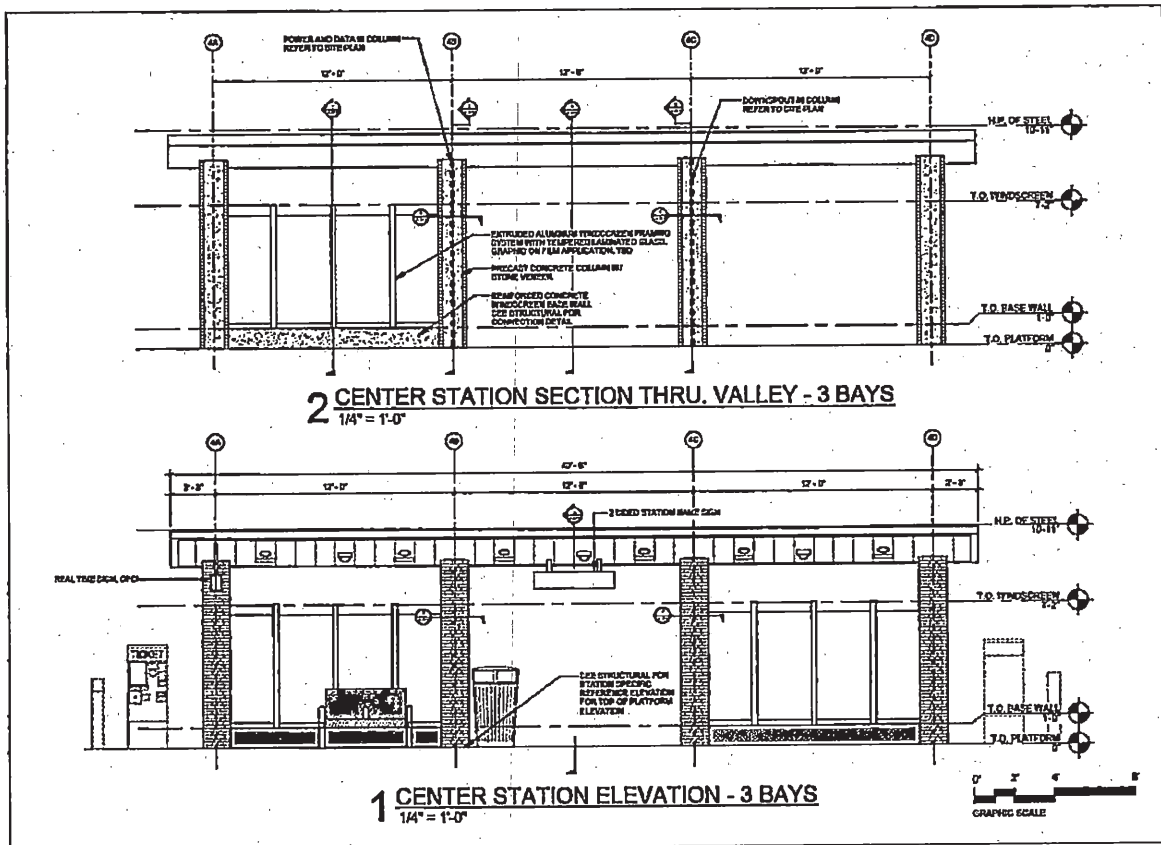


3-bay: 10 panels of glass total; 2 outside panels measure W 2' 8 1/4", H 6'2"; 2 interior panels measure W 3' 0", H 6'2" (X3)



MVX Art in Transit

3-bay 2 windscreens: 8 panels of glass total, analogous to two 1-bay. For each: 2 outside panels measure W 2' 8 1/4", H 6' 2"; 2 interior panels measure W 3' 0", H 6' 2" (X2)



MVX Art in Transit

Artwork criteria:

Artwork should:

- Be positive in nature.
- Convey and reflect the community and support community connectedness
- Inspire connection to public transit
- Provide creativity to daily life.

Artwork should not:

- Convey negativity, darkness, or gloom.
- Promote or depict an illegal activity, good, or service
- Contain explicit sexual material, obscene material, or material harmful to minors
- Promote alcohol in a manner inconsistent with federal and state law
- Promote tobacco products in a manner inconsistent with federal and state law
- Depict violence, anti-social behavior, or nudity
- Include language that is obscene, vulgar, indecent, or profane
- Promote or depict materials, instruments, devices, items, products, or paraphernalia that are designed for use in connection with sexual conduct or drug use
- Promote any partisan political party, platform, or candidate
- Contain images or information that demeans an individual or group of individuals on account of race, color, religion, national origin, gender, age, disability, or sexual orientation
- Constitute libel (as defined in Utah Code Annotated, Section 45-2-2)
- Contain inconsistencies with any contractual agreement between the Authority and any governmental entity
- Depict the Utah Transit Authority, public transit or other public figures or servants in a disparaging or negative way
- Promote subject matter relating to a commercial transaction, or that pertaining to a product or service
- Depict imagery or text that serves as a public service announcement
- Conflict with any applicable local ordinance

Example:

DEADLINE Complete application must be RECEIVED on or before **December X, 2024**, by **Midnight, MST**.

PROJECT SELECTION COMMITTEE

The MVX Public Art Selection Committee consists of XYZ. The selection committee is responsible for reviewing the sites, establishing criteria, writing a request for qualifications, reviewing applications, selecting, and interviewing finalists, and identifying an artist or artist team for the commission.

SELECTION PROCESS AND SCHEDULE

- Define criteria for evaluation of artwork submissions
- The Committee will review all material properly submitted. Selection will be made following interviews to share preliminary concepts, research, and how their artwork may be integrated into the chosen site.
- The Committee reserves the right to not choose any of the artists/designers/teams if they are deemed unacceptable.

MVX Art in Transit

- Once selected as the winning proposal, ENTITY will provide as much information and access as possible to assist in research while developing their artwork/project.

Schedule:

Submission Deadline – December X, 2024

Finalists Notified- December X, 2021

Design process – January X, 2025

Final Artwork Due – February X, 2025

Artwork Installed – Starting March of 2024 through completion of BRT project.

*Timeline is subject to change

If you have any questions about this or other projects, contact: XYZ

Station Locations

Station	# of Bays	City
West Valley Central Station	2	West Valley City
West Valley Central Station	2	West Valley City
3800 South Northbound	1	West Valley City
3800 South Southbound	1	West Valley City
4100 South Northbound	1	West Valley City
4100 South Southbound	1	West Valley City
4500 South Northbound	1	Taylorsville
4500 South Southbound	1	West Valley City
2200 West Eastbound	1	Taylorsville
SLCC Hub Northside	2	Salt Lake Community College
SLCC Hub Southside	2	Salt Lake Community College
1300 West Taylorsville Expy	3	Taylorsville
Atherton Drive West	3	Taylorsville
Riverboat Road	3a	Taylorsville
Riverboat Road Southbound	1	Taylorsville
Atherton Drive East Westbound	1	Taylorsville
Atherton Drive East Eastbound	1	Taylorsville
Sunstone Road Northbound	1	Taylorsville
Sunstone Road Southbound	1	Taylorsville
Murray Boulevard Northbound	1	Murray
Murray Boulevard Southbound	1	Murray
Vine Street Eastbound	1	Murray
Murray Central Station Northbound	2	Murray
Murray Central Station Southbound	2	Murray

Art File Submission Requirements

Digital Printing and Graphic Patterns Etch

FOR BEST POSSIBLE RESULTS, PLEASE FOLLOW THESE GUIDELINES.

There are two basic file formats—raster (pixel based) and vector (line and point based). Depending on the artwork, each offers its own benefits and the artwork should be submitted as such. Continuous tone images such as scans and digital photographs should be created in a raster based program such as Adobe Photoshop. Solid tone images such as logos and illustrations should be created in a vector based program such as Adobe Illustrator.

File Requirements:

- Submit files saved at 100% of the intended output size, as close to 150 dpi as possible.
- Include one full inch of bleed on all four sides of each image
- Save in CMYK (US Web Coated (SWOP) v2) or sRGB
- If using a vector file, save as .ai or .eps. Pattern+ Etch requires a single color vector file.
- If using a raster file, save as .tif, .psd, or .psb.
- DO NOT submit as .jpg, .gif, or .png file formats. These formats compress images, resulting in image quality loss.
- DO NOT submit as .dwg or a .pdf made from a .dwg. These do not convert correctly.

3form is able to receive files via physical or digital means, be it CD, DVD, Thumbdrive, FTP, Dropbox, Hightail, or our transfer site (see page 3). For color sensitive images, please submit a hard copy proof of the artwork.

Sample File Requirements:

Following the above guidelines, select a 9.5" x 9.5" section of your image saved at 100% of the final size. DO NOT REDUCE the size of the image when sampling as this will not show an accurate representation of the resolution of the final product. This will then be made into the final 8" x 8" sample for approval. It is preferred that the full size image is sent with the sample file, so as to minimize issues when it comes time to make the full size panels.

Raster/Pixel based Images:

- These will generally be digital photos or scanned-in images.
- Composed of dots, or pixels, and are resolution dependent.
- Typical program: Adobe Photoshop
- Resolution: 200 dpi at full size, 150 dpi minimum.
- In order to have a large image, you need a lot of pixels.
For example, a 4' x 8' image at 150dpi would be 7200 px x 14400 px. An image that is 8500px x 5500 px, or 28.3" x 18.3" at 300dpi, can be increased to 56.6" x 36.6" at 150 dpi.
- Artificially increasing resolution does NOT increase quality.
For example, purchasing an image that is 1000px x 500px, or 3.3" x 1.6" at 300dpi, and then increasing the size to 14400px x 7200px, or 4' x 8' at 150dpi, will not make the image higher quality.
- Overall image quality depends on a number of factors, including file type, native resolution, the camera used, the settings on the camera, the lighting, and the photographer's abilities. Not all of these can be taken into account when simply looking for images online. We recommend hiring a photographer or graphic designer to help you with file creation.
- As stated above, DO NOT submit as .jpg, .gif, or .png file formats. These formats compress images, resulting in image quality loss.
- Files saved as .tif, .psd, or .psb are generally not compressed. If saving as a .tif, LZW compression can be used, and despite being compressed, will not result in a loss of quality, but will decrease the size of the file (not the image).

Vector based Images:

- Composed of lines, dots, curves and fills and is NOT resolution dependent.
- Can be scaled to any size without loss of quality.
- Typical programs: Adobe Illustrator or Corel Draw
- All text must be outlined, or have fonts provided.
- Save as .ai or .eps only— .dwg files are not art files and should not be submitted as such.

Common Terms:

RGB - Red Green Blue - The colors of light used for television screens and computer monitors. This has a wide color spectrum, which includes colors that may not be achievable in printed materials.

CMYK - Cyan Magenta Yellow and Black - The colors of ink most commonly used in printing. This also referred to as "four-color process", as these four inks are printed in varying levels, combining to make all the colors available in four-color process. This has a smaller range of color than RGB, but keep in mind almost all printed material use this process.

Dots - A digital unit of color (ink), measured in quantity per inch. The higher the dots per inch, the more color (and digital information) is in the picture, The more information/dots in an image, the more flexibility you have to enlarge your image.

Pixels - A digital unit of color (light) on computer or television monitors, used to measure on-screen dimensions.

DPI - Dots per Inch - The common measurement for resolution quality of images. The higher the dpi number, the higher the resolution. Keep in mind that resolution is dependent on the size of the image. As image size goes up, resolution goes down.

Resolution - The specific visual information expressed in dots that determines the size and usability of a digital image.

Bleed - Outer image data that will be removed to allow an image to go all the way to the edges of the material it is printed on. A solid color/white/clear border is not considered bleed. Due to 3form's manufacturing process, 1" of bleed is required on all four sides. Having smaller/incorrect bleed may result in unexpected and undesirable outcomes. If an area of an image is too important to have cut off, ensure it is at least 1" from the cutline. See the attached Bleed document.

3form Terms & Conditions:

Copyright permissions - The customer agrees to have the rights on all copyrightable material used in the image file.

Color - Due to the nature of the manufacturing process, color and clarity may vary slightly from the file or color reference provided. 3form warrants that the sheets will be substantially similar to those samples provided to its customers, but cannot guarantee exact replicas.

Front and Back - Each Sheet has a front and back as the color and clarity of graphic images varies between the front and back of the sheet.

Graphic Quality resulting from customer supplied images - Variations in graphic quality due to the digital files are the customer's responsibility.

File Transfers:

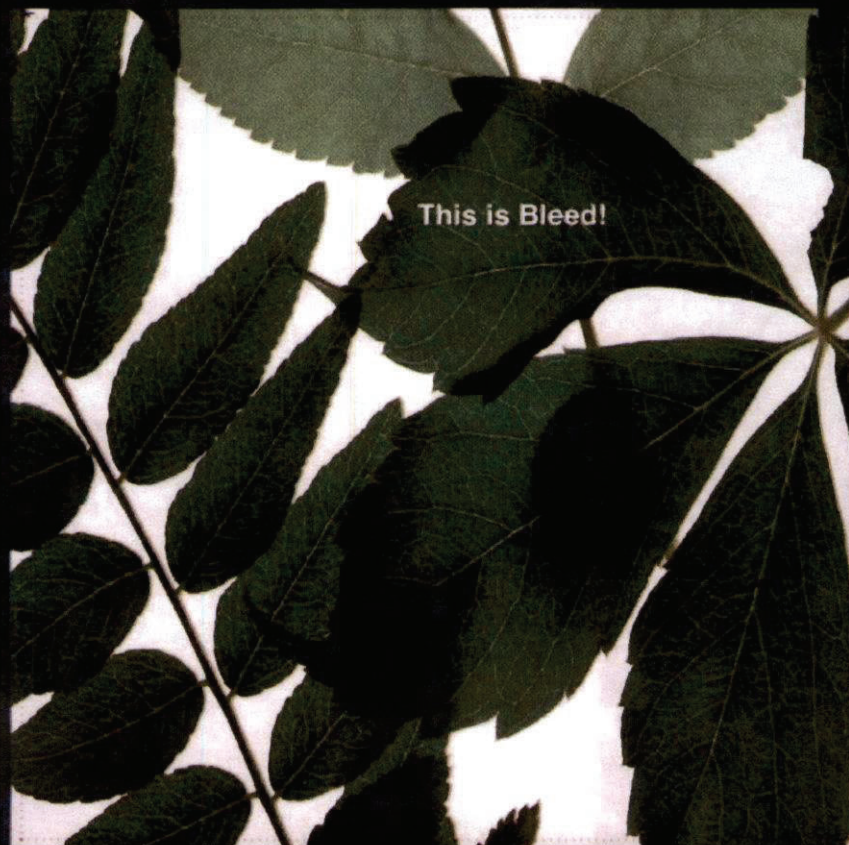
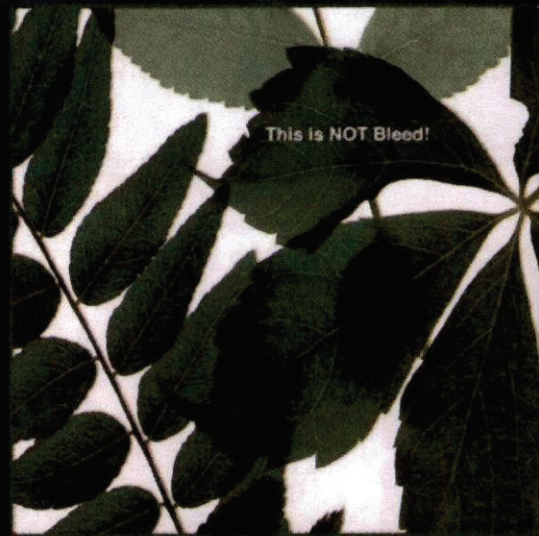
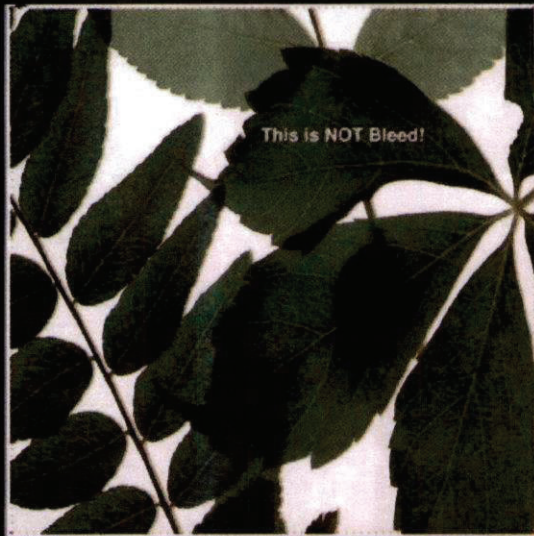
<http://transfer.3-form.com>

3form File Transfer is a service to make it easy for you to move files up to 20.0 GB in and out of 3form.

- If you are a member of 3form, you can log in with your 3form Gmail account and password and send files to anyone, in or out of 3form. Start by logging in and then clicking the "Drop-off" button.
- If you are not a member of 3form, you cannot log in but you can still send files to people in 3form if you know their email address. Start by clicking the "Drop-off" button.
- If you are a member of 3form and wish to ask someone outside 3form to send you some files, click the "Request a Drop-off" button. This makes the process quicker for them.
- Files are automatically deleted from 3form File Transfer 14 days after you upload them.
- An automatic email will be sent when the files have been picked up.

3form Bleed requirements

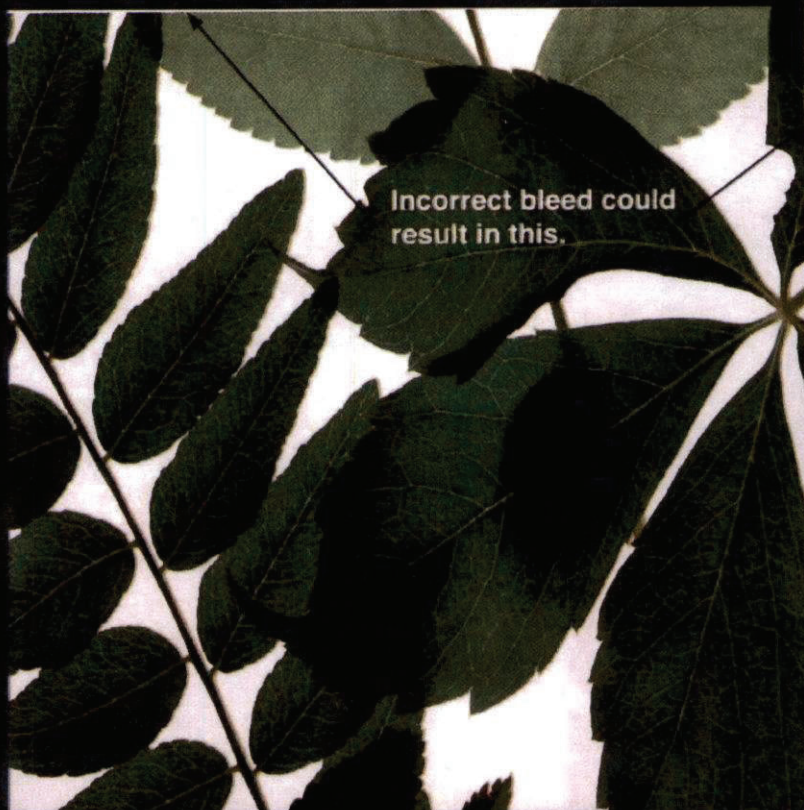
3form requires 1" of Bleed around all images. This means that if your finished piece is 48"x48", your image needs to be 50"x50". The image needs to extend all the way into that 1" of bleed, which means part of your image has to be cut off. If it is important that part of the image is not cut off, make sure it is at least 1" away from the cut line. Having incorrect bleed may result in your image ending before the edge of the panel.



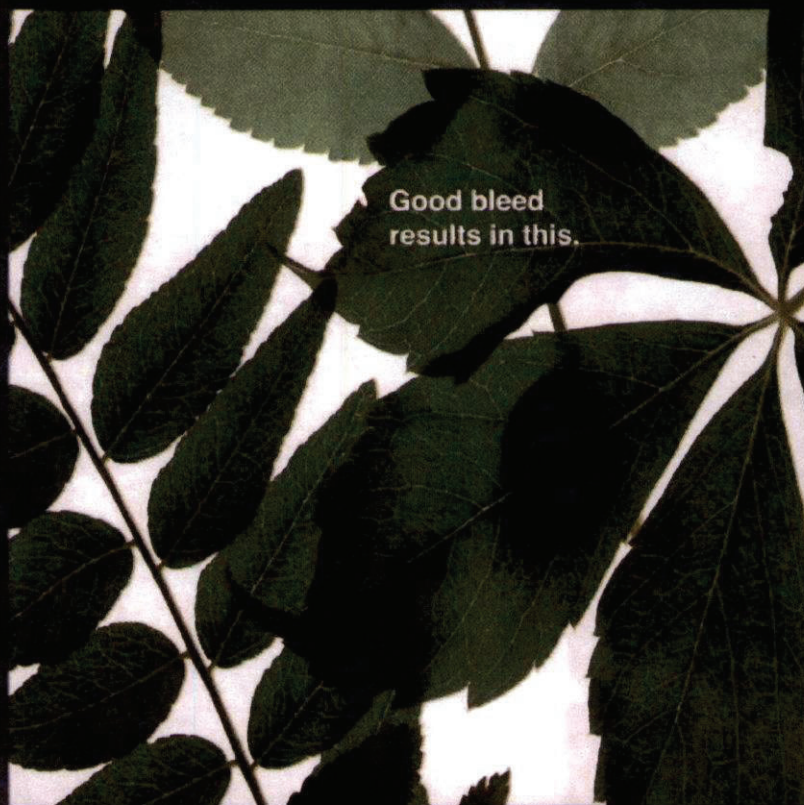
Finished Panel Height

1"

1"



Incorrect bleed could
result in this.



Good bleed
results in this.



Business Item #2



MURRAY

Power Department

Fremont Solar

Council Action Request

Committee of the Whole & Council Meeting

Meeting Date: October 21, 2025

Department Director Greg Bellon Phone # 801-264-2705 Presenters Greg Bellon Matt Youngs UAMPS Staff - COW Required Time for Presentation 20 Minutes Is This Time Sensitive Yes Mayor's Approval  Date October 7, 2025	Purpose of Proposal To present the Fremont Solar + Battery Purchase Power Agreement to the Council Action Requested Informational for Committee of the Whole and approval of the Fremont Solar Resolution in the Council Meeting Attachments The Fremont Solar resolution and the Fremont Solar Project Transaction Agreement Budget Impact Entering into a 25 year Purchase Power Agreement (PPA) with UAMPS and Fremont Solar Project Description of this Item The Fremont Solar Project consists of a 99 MW solar generation facility coupled with a 49.5 MW battery energy storage system located in Iron County, Utah. The combined project will deliver clean energy and grid flexibility through solar generation and four-hour battery dispatch capability. UAMPS is entering into a 25 year Solar + Battery PPA with Fremont Solar, LLC on behalf of participating members. Murray City entitlement share will be approximately 7.9% of the 99 MW project at 7.682 MW with the ability to increase the entitlement up to 15 MW if there is extra capacity and Murray City deems the need for the extra energy. This is a clean renewable resource that will serve the residents of Murray City for the next 25 years with a commercial operation date of December 31, 2027.
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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FREMONT SOLAR PPA
PROJECT TRANSACTION SCHEDULE UNDER THE MASTER FIRM
POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED
MUNICIPAL POWER SYSTEMS, AND RELATED MATTERS.

WHEREAS, Murray City (the “Member”) owns and operates a utility system for the provision of electric energy to its residents and others (the “System”) and is a member of Utah Associated Municipal Power Systems (“UAMPS”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the “Joint Action Agreement”);

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Fremont Solar PPA Project, a 99 megawatt (MW) solar photovoltaic generation facility and a 49.5 MW battery storage system located in Iron County, Utah, on behalf of its members and is now prepared to enter into a 25 year power purchase agreement with Fremont Solar, LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Fremont Solar Transaction Schedule (“Transaction Schedule”) attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

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

Section 1. Authorization of Fremont Solar Transaction Schedule. The Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Mayor is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. If additional subscription becomes available, a Member Representative may approve an adjustment to the Member’s kW subscription up to 15,000 kW total subscription, in which case a revised Transaction Schedule reflecting the increase will be prepared for signature. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

Section 2. Other Actions. The Mayor, Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Transaction Schedule and the performance thereof.

Section 3. Miscellaneous; Effective Date.

- (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.
- (b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) This resolution shall take effect immediately upon its adoption and approval.

PASSED AND APPROVED this ____ day of _____, 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

EXHIBIT A

FREMONT SOLAR PROJECT TRANSACTION SCHEDULE

FREMONT SOLAR PROJECT FIRM POWER SUPPLY AGREEMENT TRANSACTION SCHEDULE

This Transaction Schedule to the Master Firm Power Supply Agreement (together, the “Agreement”) sets forth the agreement of the Parties with respect to transaction described below through the UAMPS Firm Power Supply Project.

PURCHASER:	Murray City (the “Participant”).
ENTITLEMENT SHARE:	7.9414% of UAMPS’ rights, interests and obligations under the PPA described below (the “Entitlement Share”). The Entitlement Share represents 7,862 kW of the expected Project output and associated Environmental Attributes acquired by UAMPS under the PPA.
SUPPLIER:	Fremont Solar, LLC (the “Supplier”).
PROJECT:	The Fremont Solar Project (the “Project”) is a to-be-constructed 99 MW solar photovoltaic generation facility (“PV Facility”) and a 49.5 MW battery energy storage system (“BESS”) located in Iron County.
PPA:	The Power Purchase Agreement dated as of September 12, 2025 (the “PPA”) by and between UAMPS and the Supplier with respect to the Project.
EFFECTIVE DATE:	The PPA becomes effective upon UAMPS obtaining sufficient Participant governing body approvals for the purchase of all of the output and attributes it acquires under the PPA. UAMPS anticipates satisfying these conditions within 60 days of executing the PPA.
TERM:	A 25-year delivery term commencing on COD.
PRICE:	\$35.45 per MWH for PV facility and the sum of (i) \$13.50/kW-month, and (ii) the Incremental BESS Tariff Cost divided by \$1,000,000 and multiplied by \$0.08/kW-month, rounded to the closest \$0.01/kW-month, each with no escalation; provided that if the sum of (i) and (ii) exceeds the BESS Price Cap, then the BESS Price shall equal the BESS Price Cap for BESS.
COD:	The Scheduled Commercial Operation Date of the Project (“COD”) is December 31, 2027. COD may not occur earlier than June 1, 2027 or later than June 30, 2028 except as specified under the PPA.
OTHER PROVISIONS:	
<i>Energy:</i>	UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will deliver to the Purchaser its Entitlement Share from the Project.
<i>Transmission:</i>	UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.

Administration: UAMPS will charge and the Purchaser will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

Default: The failure of Purchaser to pay any amount when due under the Agreement within three business days of written notice from UAMPS shall constitute a default by the Participant. Upon the occurrence of any such default, UAMPS may (a) cease and discontinue delivery of the energy and attributes of Participant's Entitlement Share but the Participant shall remain responsible for the payment of all costs and expenses allocable to its Entitlement Share and (b) will pursue any remedy available to UAMPS at law or in equity.

Step-Up: Upon a default by a Participant, UAMPS shall have the right to terminate the defaulting Participant's Entitlement Share and immediately reallocate it among the non-defaulting Participants in proportion to their existing Entitlement Shares; *provided that* no Participant's Entitlement Share may be increased by more than 25% as a result of such reallocation. The Project Management Committee shall provide direction to UAMPS with respect to the reallocation of a defaulting Participant's Entitlement Share, the disposition of reallocated Entitlement Share that may be surplus to the requirements of non-defaulting Participants, the continued "qualified use" of reallocated Entitlement Share and such other matters as it shall deem necessary.

Other: Any costs incurred by UAMPS due solely to this Agreement, including but not limited to the PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of the Purchasers based on their respective Entitlement Shares and invoiced through the UAMPS Power Bills.

The Participant further covenants to and agrees with UAMPS as follows:

(a) *Maintenance of Rates.* The Participant shall establish, maintain, revise, charge and collect rates for electric service rendered by it to its customers so that such rates shall provide revenues which, together with other funds reasonably estimated to be available, will be sufficient to meet the Participant's obligations to UAMPS under this Agreement, to pay all other operating expenses of the Participant's electric system and to provide revenues sufficient to pay all obligations of the Participant payable from, or constituting a charge or lien on, the revenues of its electric system.

(b) *Maintenance of Revenues.* The Participant shall promptly collect all charges due for electric utility services supplied by it as the same become due. The Participant shall at all times maintain and shall exercise commercially reasonable efforts to enforce its rights against any person, customer or other entity that does not pay such charges when due.

(c) *Sale or Assignment of Electric System or this Agreement.* The Participant shall not assign this Agreement except upon the prior written approval of UAMPS given upon the direction of the Project Management Committee."

(d) *Prudent Utility Practice.* The Participant shall, in accordance with prudent utility practice, (i) at all times operate its electric system and the business thereof in an efficient manner, (ii) maintain its electric system in good repair, working order and condition, (iii) from time to time

make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, so that at all times the business thereof shall be properly conducted, and (iv) duly perform its obligations under all power supply and transmission service agreements to which it is a party.

(e) *Operating Expenses.* The payments to be made by the Participant under this Agreement shall be payable as (i) a cost of purchased electric power and energy (ii) an operating expense of the Participant's electric system and (iii) a first charge, together with all other operating expenses, on the revenues derived from the operation of the Participant's electric system. The Participant shall include the payments to be made under this Agreement as a cost of purchased electric power and energy and an operating expense (x) in the annual operating budget of its electric system and (y) in any future resolution, ordinance or indenture providing for the issuance of debt obligations payable from the revenues of the Participant's electric system.

(f) *Future Prepay; Qualified Use.* In the event that the Project Management Committee approves a future prepayment transaction with respect to the PPA and the Participant elects to participate in such transaction with respect to all or a portion of its Entitlement Share, the Participant agrees as follows:

- (i) it shall sell the energy from its Entitlement Share to retail customers located in the established service area of its municipal electric utility pursuant to generally applicable and uniformly applied rate schedules or tariffs;

- (ii) it shall provide such information and certificates as may be reasonably requested by UAMPS with respect to its electric utility and its past and projected loads and resources; and

- (iii) it will comply with such additional instructions as may be provided by UAMPS in order to establish and maintain the tax-exempt status of the bonds issued to finance the prepayment.

This Transaction Schedule may be signed in counterparts.

(Signatures on the following page)

Dated this _____ day of ____, 2025.

MURRAY CITY

UTAH ASSOCIATED MUNICIPAL
POWER SYSTEMS

Brett A. Hales, Mayor

Signed

Name

Title

ATTEST:

Brooke Smith, City Recorder

APPROVED AS TO CONTENT

Power Department

APPROVED AS TO FORM

City Attorney’s Office

APPROVED AS TO FINANCE

Finance Department



MURRAY
CITY COUNCIL

Business Item #3



MURRAY

Finance & Administration

Completion and Receipt of Independent Audit FY2024-2025

Council Action Request

Committee of the Whole & City Council

Meeting Date: October 21, 2025

Department Director Brenda Moore Phone # 801-264-2513 Presenters Brenda Moore Required Time for Presentation 45 Is This Time Sensitive Yes Mayor's Approval  Date October 1, 2025	Purpose of Proposal Acknowledging completion and receipt of the independent audit for fiscal year 2024-2025. Action Requested Discussion in committee of the whole and consideration of a resolution in council meeting. Attachments Resolution Budget Impact Description of this Item A PDF of the completed audit will be sent as soon as it is finalized. Printed materials will be available the day of the meeting. The resolution is an acknowledgment that the audit is complete, you have received it, and telling the Recorder to publish notice of that fact.
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RESOLUTION R25-

A RESOLUTION TO ACKNOWLEDGE COMPLETION AND RECEIPT OF THE INDEPENDENT AUDIT FOR FISCAL YEAR 2024-2025 AND DIRECT THAT NOTICE BE PUBLISHED PURSUANT TO SECTION 10-6-152 OF THE UTAH CODE.

WHEREAS, sections 10-6-151, 51-2a-201 and 51-2a-202 of the Utah Code require the City to have, at least annually, an independent audit of its accounts by a certified public accountant; and

WHEREAS, the City retained HBME, LLC, a certified public accountants, to do an independent audit of the City's accounts for certain consecutive fiscal years; and

WHEREAS, HBME has completed the independent audit of the City's accounts for fiscal year 2024-2025; and

WHEREAS, HBME has presented the independent audit to the Mayor and Murray City Municipal Council; and

WHEREAS, the Murray City Municipal Council wants to acknowledge receipt of the completed audit and order that notice be published pursuant to section 10-6-152 of the Utah Code;

WHEREAS, pursuant to section 10-6-152 of the Utah Code, within ten (10) days following receipt of the independent audit, the City is required to publish notice advising the public that the audit is complete and available for inspection; and

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

1. It hereby acknowledges that the independent audit of the City's accounts for fiscal year 2024-2025 has been completed by HBME and submitted to the Murray City Municipal Council.

2 . As required by section 10-6-152 of the Utah Code, the City Recorder is directed to publish notice, advising the public that the independent audit is complete and available for inspection.

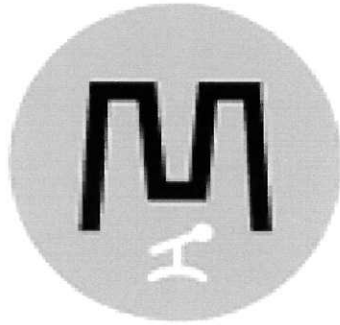
PASSED AND APPROVED this ____ day of _____, 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment